

AGREEMENT  
BETWEEN THE  
SCHOOL COMMITTEE  
OF THE TOWN OF WELLESLEY  
AND THE  
WELLESLEY TEACHERS ASSOCIATION

TEACHERS AND NURSES UNIT

July 1, 2016 – June 30, 2019

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**AGREEMENT BETWEEN THE SCHOOL COMMITTEE OF THE TOWN OF  
WELLESLEY  
AND  
THE WELLESLEY TEACHERS ASSOCIATION**

AGREEMENT entered into as of the 1st day of July, 2016 between the SCHOOL COMMITTEE OF THE TOWN OF WELLESLEY in the County of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the "COMMITTEE" and the WELLESLEY TEACHERS ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

**ARTICLE 1**  
**Definitions**

Where the words are used in the Agreement, "Committee" means the School Committee of the Town of Wellesley in the County of Norfolk and Commonwealth of Massachusetts; "Association" means the Wellesley Teachers Association; "Committee Responsibility" means the powers and duties conferred by law upon the Committee for the conduct of the public schools of Wellesley; "Teachers" as used in this Agreement shall mean the members of the professional staff of the Wellesley Public Schools included in Unit A as defined in ARTICLE 2 of this Agreement, including but not limited to classroom teachers; "Nurses" as used in this Agreement shall mean the registered nurses of the Committee employed as nurses. Wherever the singular is used in this Agreement, it is intended to include the plural. Wherever the masculine is used in this Agreement and the context so requires, it shall include the feminine; wherever the feminine is used in this Agreement and the context so requires, it shall include the masculine.

**ARTICLE 2**  
**Recognition**

(a) The Committee recognizes the Association as the exclusive representative of those members of the professional staff of the Wellesley Public Schools comprising Unit A, which includes all full-time and regular part-time teachers (except Department Heads, Directors and substitute teachers), certified athletic trainers, curriculum coordinators, guidance counselors, instructional data coordinator, instructional technology specialists, nurses, professional development coordinator, physical and occupational therapists, literacy and math specialists, school adjustment counselors, school psychologists, and speech/language pathologists. Any Unit A member for whom no DESE license exists, including but not limited to occupational and physical therapists, so long as that member maintains appropriate certification and/or licensure required to perform his or her duties, shall be entitled to the same rights and protections afforded under the contract for members of Unit A who hold DESE certification.

(b) The Committee agrees not to negotiate with any teachers or nurses organization other than that recognized as the exclusive bargaining agent pursuant to Massachusetts

General Laws, Chapter 150E. The Committee further agrees not to negotiate with any teachers or nurses organization other than the Association in regard to changes in wages, hours or other conditions of employment during the term of this Agreement.

(c) The Committee will not unlawfully discriminate against any teacher or nurse, or teacher-applicant or nurse-applicant with respect to hours, wages or any terms and conditions of employment by reason of his/her membership in the Association, participation in any lawful activities of the Association, participation in collective bargaining negotiations, or the institution of any grievance, complaint or proceeding under this Agreement, or because of race, creed, color, gender, sexual orientation, age, national origin or qualified handicapped individuals.

(d) The Association shall be responsible for representing the interest of all teachers and nurses without discrimination and without regard to Association membership.

(e) Matters appropriate for consultation and negotiation between the parties hereto are practices, procedures and implementation of policies relating to working conditions which are in the authority of the Committee and subject to negotiation under the Massachusetts General Laws, Chapter 150E. During negotiations the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

(f) The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the nurses and teachers and their students. Such information or acknowledgment of the request shall be forwarded to the Association within ten (10) calendar days of the receipt of the request.

### **ARTICLE 3** **Committee Responsibility**

(a) The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth. As to every matter not covered by this Agreement, the Committee retains the powers, rights and duties that it has by law and may exercise the same without any such exercise being made the subject of a grievance or arbitration proceeding thereunder.

(b) Subject to the provisions of ARTICLE 25(b) of this Agreement, the Committee shall have the right to promulgate rules and regulations pertaining to the teachers and nurses so long as the rules and regulations do not conflict with any terms or conditions of this Agreement.

**ARTICLE 4**  
**Teacher and Nurse Responsibility**

(a) The Committee and the Association shall not discriminate against teachers or nurses in the exercise of their right, freely and without fear of penalty and reprisal, to form, join and assist any employee organization or to refrain from any such activity in accordance with the Public Employee Collective Bargaining Law of the Commonwealth of Massachusetts. Except as expressly provided herein, the freedom of such teachers and nurses to assist the Association shall be recognized as extending to participation in the management of the Association and acting for it in the capacity of an organization representative.

(b) Each teacher and nurse shall continue to have the right to bring matters of personal concern to the attention of appropriate officials of the Wellesley Public Schools in accordance with applicable laws, rules and regulations.

**ARTICLE 5**  
**Work Year, Work Day and Work Load**

This Article defines the work year, the work day and the work load. The Committee shall provide the Association with the proposed school calendar with starting and dismissal times for students for the following year by December 1 and shall give the Association advance notice of any proposed changes thereto; however, whenever the Committee contemplates starting the following school year prior to Labor Day, it shall provide the Association with written notice and an opportunity to present its views on the contemplated starting date at least thirty (30) days in advance of the aforesaid submission of the proposed School Calendar for the following year. The Association shall have the opportunity to present its views on said calendar and changes thereto within thirty (30) days. The Association will have the right to discuss said calendar and changes thereto and to negotiate the impact of said calendar and changes thereto on wages, hours, or terms and conditions of employment with the Committee, provided it requests such a discussion and/or negotiation within thirty (30) days after receipt of said notice. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement. The School Committee's decision on the school calendar shall be final and no question concerning it or changes thereto shall be subject to the grievance and arbitration provision of this Agreement or Chapter 150E, Section 8, of the General Laws. However, the impact of a change on any term or condition of employment set forth in a specific provision of the Agreement shall not be so exempt.

(a) The work year (other than for new personnel who may be required to attend additional orientation sessions) will begin no earlier than the last Tuesday before the first Thursday in September and terminate no later than June 30, but will in no event be longer than four (4) days more than the number of days pupils are required to be in attendance by state law. In no case will teachers or nurses be required to remain more than one (1) day after the last student day. The "work year" will include days when pupils are in

attendance, orientation days at the beginning of the school year, conference days, and any other days on which teacher attendance is required. The parameters set forth in this Section, but not the number of days in the work year, may be modified to meet the legally established requirements of the State Board of Education.

(b) The regular work day shall consist of consecutive hours of work as set forth herein and Sections (c) through (i) below. The hours of work for full-time classroom teachers shall be:

Preschool – from 8:05 a.m. to 3:05 p.m.

Elementary Schools – from 8:05 a.m. to 3:05 p.m. On all days, teachers will begin teaching activities at 8:30 a.m. Elementary teachers will not be assigned a student supervision duty from 8:05 a.m. to 8:30 a.m. Elementary principals will hold no more than one all-school faculty meeting per week between 8:05 a.m. and 8:30 a.m. When the Association deems it necessary, a meeting will be held with the Superintendent regarding the use of this time. On Wednesdays, the school day for students shall end at 12:00 noon. This language is not intended to change existing practices with respect to parent conferences.

Middle School – from 7:40 a.m. to 2:40 p.m.

High School – from 7:30 a.m. to 2:30 p.m.

Whenever a teacher has a split building assignment, his/her schedule for any such day shall be arranged so that his/her consecutive hours of work do not exceed seven hours. This provision shall be subject to the exception language of subsection (i) of this Article.

The hours for full-time nurses shall be 37.5 hours per week for Middle School and High School and 33.75 for elementary schools. Hours of work for nurses shall be arranged by the nurses and appropriate administrative authority.

The hours of work for part-time teachers will continue as in the past to be arranged by the said teachers and the appropriate administrative authority. Part-time teachers shall report for duty on the four (4) non-teaching professional days regardless of their individual schedule.

Teachers' and nurses' acceptance of assignments outside the parameters set forth in this Section shall be completely voluntary.

All teachers shall be available after their last scheduled class or student supervision period for a period of time which shall be sufficient to take care of those details which usually are connected with the closing of the daily session and to meet with students who request help, except that on Fridays and days preceding holidays, teachers and nurses are free from duty at the close of the students' school day. Members of the



Bargaining Unit other than classroom teachers will work at their assigned tasks for at least the length of the regular full-time teachers' work day.

(c) Between 8:30 a.m. and 3:05 p.m., teachers assigned to teach K through 5 will be provided a preparation period of at least thirty (30) continuous minutes except on Wednesdays. Pre-K teachers will be provided at least 120 minutes per week for preparation.

(d) Teachers in the preschools and elementary schools may be required to remain after student dismissal for the day, without additional compensation, for up to sixty (60) minutes, no more than a total of one (1) day of each month, and teachers in the secondary schools may be required to remain after student dismissal for the day, without additional compensation, for up to sixty (60) minutes, no more than two (2) days of each month, for building meetings called by the school principal, curriculum meetings, or other meetings authorized by the Superintendent. When meetings are called involving teachers after school hours, the sixty (60) minute period will begin when student dismissal is complete.

(e) All of the preschool and elementary staff will be available on Wednesday afternoons for conferences, meetings, workshops, and activities which may be necessary to carry out the preschool and elementary programs successfully. At least two Wednesdays each month will be designated as "Preparation and Planning" (Prep and Planning) days. On one of the days designated for Prep and Planning, teachers shall not be required to attend any meetings, and on the other day designated for Prep and Planning, teachers shall not be required to attend more than one hour of meetings so that teachers can effectively prepare and plan for their students.

During each preschool and elementary conference period in November and April, at least three afternoons will be dedicated to Parent Conferences. If additional time slots are needed, Principals will make necessary accommodations.

A copy of the proposed Wednesday Calendar for the following school year shall be provided to the Association by June 1.

(f) Part-time teachers are expected to work with their supervisor to determine which faculty meetings and department meetings they will attend, approximately proportionate to their FTE. Every effort shall be made to establish such meeting obligations by mid-September each year.

(g) Job sharing shall mean the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time teachers. Job shares may be granted at the discretion of the building principal and superintendent for one year only and will be renewed for additional years at the discretion of the building principal and the superintendent. The principal and superintendent will consider the following when

making a determination on whether to approve a job share: compatibility of teaching styles, evidence of strong organizational and communication skills, compatibility of curriculum strengths and budgetary constraints. The principal and superintendent shall use multiple data sources to assess the viability of a job share.

The two teachers requesting the job share must have professional teacher status and will make the request in writing to their building principal no later than March 1st of the school year prior to the commencement of the job share.

1. By April 1st, the principal will notify the applicants whether or not the principal has approved the job share. If she/he approves the job share, the principal will meet with the teachers requesting the job share to create an agreed-upon plan of how the teachers will share the work schedule and all professional responsibilities, including but not limited to classes, service provision, meetings and professional development.

2. The following working conditions apply to teachers participating in a job share.
  - a. Pursuant to Article 5(b) of the Collective Bargaining Agreement between the Wellesley Teachers Association and the Wellesley School Committee (hereafter "CBA"), teachers participating in a job share will report on the four (4) non-teaching professional days.
  - b. Both teachers will be present simultaneously for parent conferences, school night presentations, open houses, and grade level meetings.
  - c. After a discussion with the principal, a teacher will attend any other building based professional development such as PLCs and faculty meetings, as requested by the Principal.
  - d. The two teachers who are job sharing will share the duties equally and they will arrange regular times to confer to evaluate students and mark report cards and to discuss student progress and concerns in the classroom.
  - e. The teachers in a job share, with prior approval from the principal, may voluntarily switch work days in order to avoid requesting a substitute.
  - f. The two teachers sharing the job share agree to work the first full five (5) days and the last five (5) full days of the academic year together.
  - g. The two teachers will meet as a team with the principal at the principal's request.
  - h. Teachers in a job share will be evaluated according to the Wellesley Supervision and Evaluation system contained in the CBA and the Supervision and Evaluation Memorandum of Agreement. Reasonable allowances for timelines shall be made to accommodate the schedules of the teachers participating in the job share and the schedules of their respective supervisors.

i. Each teacher will be paid the prorated amount of his or her appropriate full-time annual salary established pursuant to the terms of the CBA.

3. Teachers participating in a job share at a .5 FTE or higher will have all benefits provided in the collective bargaining agreement between the Association and the Committee, except that the participating teachers each year will receive sick leave days and personal days proportionate to their FTE's.

4. Years of service shall not be pro-rated for seniority purposes except as required by law for retirement benefit purposes.

5. No teacher shall be involuntarily transferred in order to create job sharing positions.

6. When a job sharing position is terminated, the teacher(s) will be assigned to the same positions they left prior to job sharing, if available, or, if not available, to a substantially equivalent position. Refer to Article 16 reduction in force.

7. Requests to renew a job share must be submitted to the immediate supervisor by March 1. The Principal shall notify the teachers whether or not their job share has been renewed by April 1.

(h) Each supervisor is responsible for working with the teachers and nurses he or she supervises to assure the provisions of this Article regarding duty-free lunches and preparation periods are implemented.

(i) Teachers may be required to attend two (2) evening meetings each year. Attendance at all other evening meetings will be at the option of the individual teacher or nurse.

(j) Teachers and nurses in the secondary schools will have a duty-free lunch period of at least twenty-five (25) minutes and in the elementary schools at least thirty-five (35) minutes except in the case of the nurse if there is a medical emergency. Preschool teachers will have a duty-free lunch period of at least 30 minutes.

(k) 1. Middle School teachers will not be assigned more than seven (7) periods per day, consisting of at least one (1) preparation period, and not more than six (6) student supervision periods.

2. High School teachers will not be assigned more than four (4) classes per day, will be provided with at least one preparation period per day; and will not be assigned more than three (3) supervisory duty periods per seven (7) day cycle.

3. Teachers will not be required to teach more than a total of three (3) teaching preparations within their subjects at any one time.
4. Time spent traveling between buildings by teachers who have a split building schedule shall be counted as a duty period.
- (l) Exceptions to the provisions of Sections (d), (e), (f), (g) or (h) above may be made by the Superintendent when he/she determines that it is necessary to do so in the best interests of the educational process or because of existing limitations of personnel or facilities. If the Association considers that exceptions are excessively determined and ordered by the Superintendent, a complaint may be filed and shall be subject to the grievance procedures.
- (m) Teacher participation in the extracurricular activities listed in Appendix A will be strictly voluntary, and teachers will be compensated for all such participation in accordance with the provisions of said Appendix A of this Agreement. Other extracurricular activities after school hours which are not paid for shall be voluntary.
- (n) The School Committee agrees to maintain in the High School six (6) Academic Support Labs in English, Math and Social Studies, and three (3) Academic Support Labs in Classical and Modern Languages.
- (o) The scheduling format at the High School shall be as follows:
- Seven-day cycle;
  - Classes meet five out of seven days (5 sixty minute blocks);  
Any teacher scheduled to teach during the E/L/M block may begin teaching at 7:30 a.m.;
  - Teachers' work day is seven hours with one duty-free lunch daily (any exception will only be made with the express approval of the teacher and the Association);
  - Teachers who teach the first period of the day may also teach the sixth period of the same day;
  - High School staff will be available from 7:30 a.m. to 8:30 a.m. to participate in activities which may be necessary to carry out the High School program. When the Association deems it necessary, a meeting will be held with the Superintendent regarding the use of this time;
  - Attendance will be taken during a class period.

No teacher shall be required to accept additional duties. Except as specifically described above, this is not a waiver by any teacher or the Wellesley Teachers' Association of any provision of this Article.

(p) The personnel occupying the positions named below are members of Unit A and are entitled to the rights and subject to the obligations of this contract. The personnel will work at their assigned tasks for at least the length of the classroom teacher's work year. It is recognized, however, that the proper performance of their duties will require the

personnel listed below to be present 184 days plus the days listed below. The work year for these individuals, where different from other members of Unit A, is indicated next to their titles. The exact schedule of such personnel will be worked out with the administration on an individual basis. Salaries for these positions shall be based on the per diem rate of the member in the 184 day salary schedule multiplied by the actual number of days required by the position.

Guidance Counselors – 194 days  
Team Chair – 194 days  
Professional Development Coordinator – 199 days  
Instructional Data Coordinator – 209 days  
Elementary & Preschool Nurses - 187 days  
Middle & High School Nurses – 189 days  
Teacher of the Deaf – 189 days  
Assistive Technology Specialist– 189 days

(q) Performing Arts teachers (dance, drama, music) can be assigned to teach courses from the approved program of studies for academic credit in accord with the following:

Before the regularly scheduled first class but not beginning before 8:00 a.m., 7:25 a.m., and 7:25 a.m. at the elementary, middle school and high school levels, respectively.

After the regularly scheduled last class but ending no later than 3:30 p.m., 3:15 p.m. and 3:15 p.m. at the elementary, middle school and high school levels, respectively.

Class time for such courses will be credited as part of the total teaching load of the assigned teacher in lieu of student supervision/teaching periods during regular school hours. The total teaching load of a teacher who teaches approved courses outside of regular school hours shall not exceed the normally assigned elementary, middle school or high school teaching loads. This voluntary assignment shall not require any teacher to accept additional duties. A teacher's primary level of assignment (elementary, middle school or high school) is defined as that which he/she teaches at least 50% of his/her teaching load.

When asked to accept such assignment outside of regular hours, the teacher shall be informed of his/her total workload including the starting and ending times of the assignments outside of regular school hours. A teacher who declines to volunteer for such assignment outside of regular school hours shall not be damaged or deprived of any professional advantage for such refusal.

(r) During the first week of September each year, the Administration will provide the WTA with the proposed Professional Staffing Guidelines for the following school year. Any comments or discussion will be directed to the Administration by October 1 so that budget building can proceed on schedule with the benefit of that input.

## **ARTICLE 6**

### **Class Size**

Wherever the Committee and/or Superintendent finds it feasible under the circumstances (e.g. availability of staff and facilities) in both elementary schools (including kindergarten) and secondary schools (middle and high schools), class size shall be held to a maximum of twenty-five (25) students and class sizes for the preschool will comply with guidelines set forth in DESE Regulation 603 CMR 28.06 Sec. 7.

Whenever the projected enrollment in a given class for the subsequent school year is twenty-seven (27) or more, or for preschool, exceeds the limits above, a meeting will be held upon the request of the affected teacher among the affected teacher, the Department Head and the Principal of the school involved or his/her designee to review possible means of reducing the size of that particular class. In the event that the matter is not satisfactorily resolved at that level, it may be raised with the Superintendent or his/her designee. Whenever the projected student enrollment in any laboratory class exceeds the number of stations in that laboratory, the same procedure will be followed as when the projected enrollment in a given class for the subsequent year is twenty-seven (27) or more. Classes containing children with special needs under Chapter 71B of the General Laws shall be held to a number which permits optimum learning assignments for such and other students. Teachers' classes shall be so composed that the burdens on the respective teachers in a grade or school shall be fairly apportioned. No teacher shall, at any given time, be assigned the class responsibility, regardless of the size of his/her classes, for more than one hundred twenty-five (125) pupils, except in the case of middle school introductory language courses, where the maximum number shall be 140 pupils.

The WTA President and PR&R chair shall be provided with enrollment figures for all classes by June 1. Upon request, the Department head and/or principal of the school, or his/her designee, shall meet with WTA representatives to review possible means of reducing the size of classes which exceed agreed standards. The teacher(s) affected shall be given the opportunity to participate in the discussion. In the event the matter is not satisfactorily resolved at that level, it may be raised with the Superintendent or his/her designee. Whenever the projected student enrollment in any laboratory class exceeds the number of stations in that laboratory, the same procedure will be followed.

The Parties, during the first year of the contract, will collaboratively revisit the budgetary guidelines regarding case load for pre-K through 12 special educators, including Occupational Therapists, Physical Therapists and Speech and Language Pathologists, with the goal of making a joint recommendation to the School Committee in time to be incorporated into the FY 13 budget process.

**ARTICLE 6A**  
**Caseload for Teachers of Students Receiving Special Services**

(a) The caseloads of teachers with students receiving specialized instruction and/or related services will be evaluated individually and distributed as equitably as practicable among the appropriate staff. Assignment of individual cases will be based on the level of services the student receives, the time needed for case management, and any additional demands (for example, alternative assessments, family communication, or outside consultation) on the time of the educator.

(b) Twice per year, in approximately November and March, the Administration shall review the caseload of all special services personnel. No later than October 31 and February 28, each special education and ELL staff member shall provide written input to his or her supervisor regarding the status of his or her caseload, including increases or decreases in student service or intervention requirements. The Administration will then determine how it can best reallocate resources, if appropriate, including but not limited to realigning caseloads, reassigning staff, or affecting other measures to comply with CMR 28.06, MGL Chapter 71A and Title VI of the Civil Rights Act of 1964 for ELL students, and section (a) of this Article.

Following the review by the Administration, a member of the staff may request to meet with his or her immediate supervisor, the Director of Student Services (or the ELL Director for ELL staff) and a WTA representative, to discuss the member's caseload. The meeting will take place within fifteen (15) school days of the review. In the event the matter is not satisfactorily resolved at that level, the Association may raise the issue with the Superintendent or his or her designee. The Administration's determination following this review may be grieved but not arbitrated.

(c) In addition to the provisions of (b), preceding, an educator may request to meet with his or her supervisor to discuss the educator's current caseload of students requiring special services. The meeting will take place within fifteen (15) school days of such request. The supervisor will work with the educator to ensure that the educator has sufficient support to meet the needs of all of his or her students and to comply with state and federal law. In the event that the matter is not satisfactorily resolved at that level, the Association may raise the issue with the Superintendent or his or her designee.

**ARTICLE 7**  
**Sick Leave**

(a) Except as provided in paragraph (b), full-time teachers and nurses will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year for absences due to non-work related illnesses or injuries, whether or not they report

for duty on that day. Up to fifteen (15) accumulated sick days per year may be used for the following purposes: family illness in the immediate family, defined as parent, spouse, child, brother, sister, any other relative who is a permanent member of the teacher's or nurse's household or any other person with whom a teacher or nurse makes his/her home. Up to fifteen (15) additional accumulated sick days per year may be used in the case of a newborn child to assist in the care of the spouse/partner and the child and in the case of adoption, including for the adoption and care for the child. The teacher or nurse requesting the leave should submit the request as early as possible.

Such unused sick leave shall be accumulated from year to year to a maximum of one hundred eighty (180) days. Part-time teachers and nurses shall be entitled to annual sick leave allowance and accumulation in the same proportion of such benefit for full-time teachers or nurses as the part-time teachers or nurses work schedule is to full-time teachers or nurses work schedule, e.g. part-time teachers or nurses working one-half (1/2) the work day every day shall be entitled to fifteen (15) half-days of sick leave allowance; part-time teachers or nurses working three (3) full work days each week shall be entitled to three-fifths (3/5) of fifteen (15) days of sick leave allowance. As of the start of each school year, teachers and nurses shall be credited with all the accumulated sick leave then standing in their account plus the fifteen (15) days or the appropriate portion thereof in the case of part-time teachers or nurses, sick leave for the current school year. Additional sick leave may be granted on the recommendation of the department head in the secondary schools and the principals in the elementary schools and the approval of the Superintendent of Schools.

(b) All teachers and nurses shall be credited with fifteen (15) additional sick leave days at the start of each school year even in cases where their total accumulation will then exceed one hundred eighty (180) days up to a possible maximum of one hundred ninety-five (195) days. At the end of each school year any such teacher or nurse who has in excess of 180 accumulated sick leave days will then have his/her total accumulation reduced back to 180 days.

(c) Teachers or nurses absent due to a work related injury or illness covered by the Worker Compensation Act may, at their option, apply that proportion of any sick leave days in their account that will permit them to maintain their regular salary during the period of their work related injury or illness. For each day of absence, the teacher or nurse will be charged with that portion of a sick leave day that represents the difference between the Worker Compensation benefit and his/her regular pay. If a teacher or nurse shall exhaust his/her sick leave days during any such period of absence, he/she may apply to the Sick Leave Bank Committee for additional sick leave days in accordance with the procedure set forth in Article 8.

(d) Whenever feasible, a teacher or nurse shall give his/her principal advance notice of any anticipated absence. In any event, the teacher or nurse shall notify his/her immediate supervisor as soon as practicable after the event occasioning the absence and shall inform the supervisor as to the anticipated duration of the absence.



(e) The Committee may make such inquiry regarding any absence as the Committee believes necessary to determine the cause of the absence and whether its duration was reasonably justified. Such inquiry may require a medical examination by a physician selected and paid for by the School Committee.

## **ARTICLE 8**

### **Sick Leave Bank**

(a) The Sick Leave Bank is established for use by qualified members of the bargaining unit whose sick leave accumulation has been exhausted through prolonged illness or accident.

(b) Teachers and nurses shall be eligible to participate in the Sick Leave Bank upon starting their employment in the bargaining unit, at which time one (1) day of their personal sick leave for their first year shall be contributed to the Bank; however, during their first year of employment, teachers and nurses shall only be eligible to draw upon the Sick Leave Bank in the case of an absence caused by an injury sustained in an accident or in the case of an absence for sickness provided that the absence for sickness is not due to a preexisting condition which is defined as either:

1. a condition which caused the teacher or nurse to have received medical advice or treatment during the 240 day period before the teacher's or nurse's first date of employment; or

2. a condition which caused the teacher or nurse to have had symptoms during that period of time which would have led an ordinarily prudent person to seek medical advice or treatment for that condition.

The Sick Leave Bank is intended to be used by those who have qualified for it and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness. Whenever the Sick Leave Bank is reduced to thirty-five (35) days or less, it shall be renewed by the contribution of one (1) additional sick leave day by each member of the bargaining unit who has at least one (1) year of service from his/her annual days of sick leave.

(c) To the extent that any sick leave days which have been contributed to the Bank have not been used at the conclusion of the school year, they shall be carried over into the subsequent contract year. In September of each school year, the Sick Leave Bank Committee will provide to the Association an accounting of the Sick Leave Bank, including how many days were granted to employees for the Bank in the prior school year (by individual named employee) and the balance of the Bank on September 1 of the current school year.

(d) No days may be withdrawn from the Sick Leave Bank for use for any purpose other than the prolonged illness or accident of a member of the bargaining unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

(e) The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the Superintendent. Both the Association and the Superintendent shall initially inform the other party in writing of their designated representatives by the end of the first full week of school year 2014-2015, and shall inform the other party in writing of any changes to their designations by the end of the first full week of each subsequent school year. Such designation by the Association shall be limited to members of the bargaining unit and without regard to Association membership or non-membership. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

1. The initial grant shall not exceed fifteen (15) days.
2. The Committee shall consider:
  - a. Adequate medical evidence of illness or accident requiring prolonged absence from work.
  - b. Prior utilization of all eligible sick leave.
  - c. Propriety in the use of sick leave.
  - d. Length of service in the Wellesley School System.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

(f) Upon completion of the initial fifteen (15) day period, additional entitlement, up to the activation of long-term disability benefits, may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant.

(g) Any sick leave granted under this Article that has not been used before the end of the applicable contract year shall revert to the Sick Leave Bank.

(h) In the event a member of the bargaining unit exhausts both his/her personal sick days and Sick Leave Bank days during a school year and such a person is absent due to illness or accident other than prolonged illness or accident, such person may request that the Sick Leave Bank Committee grant additional sick days to cover the immediate absence. In the case of a member who is incapacitated by illness or injury, the request to the Sick Leave Bank may be made on his or her behalf by the Association or a relative or other legally designated representative.

(i) Part-time teachers or nurses shall participate in the Sick Leave Bank program in the same proportions as they participate in the sick leave program as set forth in Section 7(a).

## **ARTICLE 9**

### **Temporary Absences**

(a) Full-time teachers and nurses will be granted leave of absence with full pay for not more than five (5) days per school year (not necessarily in succession) on account of the death of his/her father, mother, brother, sister, husband, wife, child, son-in-law,

daughter-in-law or parent-in-law, whether such relative was a member of the teacher's or nurse's household or not, and not more than three (3) days per school year (not necessarily in succession) on account of the death of a grandparent or any other relative or friend for whom the teacher or nurse is responsible for making funeral arrangements, except in such cases as are covered by the following sentence. Pay for absence not to exceed five (5) days will also be allowed on account of the death of any other relative who was a permanent member of the teacher's or nurse's household, or of any other person with whom said teacher or nurse made his/her home. Part-time teachers and nurses shall be granted such leave in the same proportion as stated in Article 7, Section (a). Upon the request of a teacher or nurse who has suffered a death in his/her family, the bereavement leave period may be extended by the Superintendent or by whoever is authorized to act in his/her absence.

(b) Each full-time teacher and nurse will be granted a total of three (3) days per school year with full pay to attend to personal business which cannot be attended to at times other than when classes are in session or deferred to a school vacation period, provided reasonable advance notice is given the immediate superior whenever possible. Each part-time teacher or nurse shall be granted such personal business leave in the same proportion as stated in Article 7, Section (a). The benefits of this paragraph shall not be utilized so as to extend a holiday or vacation period, unless the teacher or nurse has a compelling reason beyond his/her control. Except for compelling reasons, no personal business day shall be taken during the first and last fifteen (15) school days of the actual school year. Unused personal days in a given year will be converted into the employee's sick leave accrual in the following school year.

(c) Additional personal business days may be granted by the Superintendent for compelling reasons. Compelling reasons are those which, in the judgment of the Superintendent, are ones over which the teacher or nurse has no control of the timing of the event and are of significant importance. The permission of the Superintendent in granting additional personal business days shall not be unreasonably withheld.

(d) Each teacher and nurse will be granted one (1) day per school year with full pay for school visitation or attendance at a professional association convention provided prior approval is granted by the Superintendent. Additional professional days may be granted by the Superintendent.

(e) Whenever feasible, teachers and nurses shall give his/her immediate superior advance notice of any anticipated absence. In any event, the teacher or nurse shall notify his/her immediate supervisor as soon as practicable after the event occasioning the absence and shall inform the supervisor as to the anticipated duration of the absence.

(f) The Superintendent may make such inquiry regarding any absence as the Superintendent believes necessary to determine the cause of the absence and whether its duration was reasonably justified.

(g) Where a full-time teacher is absent for a reason other than those stated in paragraphs (a) through (c) above, and sections (a) through (d) of Article 7, or except in the case of illness, is absent for a period in excess of the limits established in those sections, there shall be deducted for each day of absence not provided for in those paragraphs and for each day of absence in excess of the prescribed limits, an amount equal to the teacher's daily rate of pay determined by dividing his/her annual salary by one hundred eighty-four (184). The appropriate similar such deduction shall be made for part-time teachers in such event.

(h) The Superintendent may in exceptional circumstances grant a leave of absence with pay for other reasons or may extend the time limits for a period greater than the time limits as set forth in this Article.

(i) The Wellesley Public Schools will compensate teachers or nurses their regular salary for the time that they serve on jury duty, extended jury duty, grand jury, and federal jury. Any compensation received by the teacher or nurse for jury service will be signed over to the Town. A certificate detailing the dates of service and amount of compensation received (if applicable) will be submitted by the teacher or nurse to the payroll department upon completion of service.

## **ARTICLE 10**

### **Leaves of Absence Without Pay**

#### **(a.) Maternity Leave**

1. A female teacher or nurse of the bargaining unit, upon request, shall be granted maternity leave in accordance with 29 USC Chapter 28, the Family Medical Leave Act (FMLA), and MGL, Chapter 49 Section 105D, the Massachusetts Maternity Leave Act (MMLA). A teacher or nurse is eligible for maternity leave under the FMLA, if she has been employed full time by the Wellesley School Department for at least twelve months (the summer counts for purposes of FMLA), and worked at least 1250 hours during the twelve months immediately preceding the leave; and under the MMLA if she has been employed full time by the Wellesley School department for at least three consecutive months.
2. Under the FMLA, a teacher or nurse may take up to twelve (12) weeks of leave, and under the MMLA for up to eight (8) weeks, for purposes of giving birth. The periods of FMLA and MMLA leave may run concurrently, however, leave taken due to complications from pregnancy may be designated as FMLA leave, whereas MMLA leave commences upon the birth of the child. In the case of multiple births, the MMLA provides for eight weeks of leave for each child. Except as provided in paragraph 3, below, a teacher or nurse shall return to work no later than the expiration of the FMLA or MMLA leave period.

3. In addition to leave available under the FMLA and MMLA, a teacher or nurse may take leave for such longer period of time as she may be disabled from performing her usual professional responsibilities because of her pregnancy or other maternity related condition. A teacher or nurse on such disability leave shall return to work as soon as she is no longer disabled.
4. Beyond the statutory periods of leave addressed in paragraph 2 above, and disability leaves addressed in paragraph 3 above, a teacher or nurse with Professional Status may request to extend maternity leave by taking discretionary leave for a specified period of time up to the start of the second school year following the commencement of her maternity leave. In no case will the combined maternity and discretionary leaves exceed two school years. A maternity leave of absence that begins in the summer (i.e., child is born in July or August) will be granted the full school year immediately following the birth of the baby. Such requests for discretionary leave shall be granted except for those cases in which it is educationally unsound. Partial maternity discretionary leaves defined as a reduced FTE schedule may be granted on a case by case basis with the approval of the Superintendent of Schools.
5. Teachers or nurses on maternity leave may apply their accumulated sick leave days or personal days to up to eight (8) weeks of their period of disability that occurs from the birth of a child due to vaginal birth and up to ten (10) weeks due to caesarian section. The eight (or ten) week period during which a teacher or nurse may use paid leave are calendar weeks and could include the two (2) weeks prior to birth. Paid leave may only be used for days during which school is in session. Otherwise, maternity leave shall be without pay or increment.
6. The teacher or nurse must give at least two weeks notice of her anticipated date of departure and intention to return.
7. Upon return from leave taken under this provision, the employee shall be returned to her previous position unless there has been a reduction in force, in which case the provisions of Article 16 will apply.
8. During periods of Maternity Leave under the FMLA and MMLA, the Town will pay its portion of the employee's health insurance.

(b) Parental Leave

1. Teachers and nurses not eligible for leave under maternity leave section (a), above, shall, upon request and after the completion of three (3) consecutive months of employment, be granted parental leave. Such leave is provided to any employee in the case of a newborn child in the home or the placement of a child pursuant to a court order or adoption where the child is under the age of 18, or under the age of 23, if the child is mentally or physically disabled.
2. Such leave upon request, shall be granted as follows:
  - a. For a period of up to twelve (12) weeks, consistent with the provisions of the FMLA as indicated in Article 10, Section a1.
  - b. For up to eight (8) weeks for any other adoption or new placement of a foster child, consistent with the provisions of the Parental Leave Law.

Under the Parental Leave Law, a teacher or nurse is eligible for eight (8) weeks of leave per child.

3. Beyond the statutory periods of leave addressed in paragraph (b2) above, a teacher or nurse with professional status may request to extend parental leave by taking discretionary leave for a specified period of time up to the start of the second school year following the commencement of his/her parental leave but in no case will the combined parental and discretionary leaves exceed two school years. Such requests for discretionary leave shall be granted except for those cases in which it is educationally unsound. Partial parental discretionary leaves defined as a reduced FTE schedule may be granted on a case by case basis with the approval of the Superintendent of Schools.

Note that the periods of FMLA and MMLA may run concurrently.

4. Teachers or nurses on parental leave may apply their accumulated sick leave days up to fifteen (15) days. Paid leave may only be used for days during which school is in session. Otherwise, parental leave shall be without pay or increment. Upon return from a leave taken under this provision, the employee shall be returned to his/her previous position unless there has been a reduction in force, in which case the provisions of Article 16 will apply.

5. During the periods of Parental Leave under FMLA and MMLA, the Town will pay its portion of the employee's health insurance.

(c) Military Leave

Military leave without pay shall be granted for a period not exceeding five (5) years to any teacher or nurse who is inducted or enlists in any branch of the Armed Forces of the United States. Upon discharge from active duty, the teacher or nurse may within six (6) months apply for reinstatement and shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the Wellesley School System during the period of his/her absence.

(d) Service Leave

Any full-time teacher with Professional Teacher Status shall be granted a leave of absence without pay for a period not exceeding two (2) years to work with the Peace Corps, Commonwealth or National Teacher Corps. Upon return from such leave, the teacher shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the Wellesley School System during the period of his/her absence.

(e) FMLA Leave

Teachers or nurses shall be granted an unpaid leave of up to twelve (12) weeks under the FMLA to help care for a member of the teacher or nurse's immediate family who suffers from a serious health condition. Teachers or nurses may, subject to the School Committee's approval, be granted an unpaid leave for prolonged illnesses, needed rest,

necessities of the home, professional improvement, teaching in other schools, performing other functions in the field of education, or for any other activities which would, in the opinion of the Committee, be beneficial for the Wellesley Public Schools.

“During FMLA leave, a teacher will be allowed to continue on the Town’s health insurance at his/her own expense and consistent with any applicable state or federal statutes.”

(f) Alternative Employment Leave

Teachers or nurses with Professional Teacher Status who are a .5 FTE or greater who have completed at least five (5) years of service in the Wellesley Public Schools shall be granted an alternative employment leave of absence without pay or increment under the following conditions:

1. The application and plans for employment must be developed and submitted by March 1.
2. A request for a full-time alternative employment leave shall be for one year.
3. The Superintendent may, at his discretion, grant a request for alternative employment leave that is less than full-time.
4. The Superintendent may, at his discretion, grant a request to extend an alternative employment leave for a second year.
5. Alternative employment leave will not be granted for the purpose of permitting a teacher or nurse to serve in another public school system in Massachusetts. A teacher or nurse who has been granted an alternative employment leave must notify the Superintendent in writing of his/her intention to return to work on or before January 15 prior to the expiration date of the leave. The Superintendent must provide any such teacher or nurse with written notice of this requirement at least one month in advance of the aforesaid notification date. Failure to so notify the Superintendent in writing will result in termination of employment except where extenuating circumstances prevent the submission of the notification.
6. Length of service (seniority) shall continue to accumulate during the period of any such alternative employment leave.

(g) Discretionary Leave

Any request for discretionary leaves of absences must be made by March 1. A discretionary leave is one which would not fall under Articles 7, 8, 9 or the above provisions of Article 10.

(h) Benefits During Leave

1. All benefits to which a teacher or nurse was entitled at the time his/her leave of absence under this Article commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
2. Leaves of absence may be extended by the Superintendent.

3. Requests for leave of absence shall be addressed to the Superintendent in writing and shall state the purpose of the leave and the period for which it is requested.

4. Teachers and nurses shall have the option to continue such insurance benefit as they might indicate, individually assuming the cost of such programs during any of the above-indicated leaves subject to the terms of the contract between the Town of Wellesley and the insurance carrier.

(i) Teachers or nurses who are on a leave of absence for seven (7) months or longer must notify the Superintendent in writing of their intention to return on or before January 15 prior to the expiration date of the leave. The Superintendent must provide such teachers or nurses with written notice of this requirement at least one month in advance of the January 15 notification date. Except where extenuating circumstances prevent the teacher or nurse from submitting such notification, failure to notify the Superintendent will be considered a voluntary resignation from the Wellesley Public Schools.

(j) Any request for discretionary leaves of absences must be made by March 1. A discretionary leave is one which would not come within the definition of the Family Medical Leave Act.

## **ARTICLE 11**

### **Educational Leave**

(a) The Committee and the Association recognize that the granting of educational leave to qualified applicants in accordance with the criteria set forth below contributes in a significant way to the improvement of the quality of the educational process in the Wellesley Public School System. Any full-time teacher or nurse covered by this Agreement who has completed at least five (5) years of full-time service in the Wellesley School System may, with the approval of the Superintendent, be granted a leave of absence for a period of up to one (1) year for study or research at full or partial pay. Partial pay shall be computed on the basis of that amount of money the teacher or nurse would have earned less the amount received under a fellowship, scholarship or other funds, but in any event a teacher or nurse may accept less than full pay. In granting approval of educational leave, the Superintendent will be guided by the following criteria:

1. The educational leave will benefit the Wellesley School System immediately and directly.
2. The training or experience of the educational leave will benefit and add to the teacher's or nurse's ability and/or knowledge.
3. The teacher's or nurse's service, dedication to the teaching profession, rapport with students and colleagues, and willingness to cooperate with others must merit the consideration of an educational leave.
4. The requirements of the school system shall receive due consideration.

(b) Each person granted such a leave shall enter into a written agreement (Appendix B) with the Superintendent that upon termination of such leave he/she will return to service in the Wellesley Public Schools for a period equal to two (2) times the length of



such leave, and that, in default of completing such service, he/she will refund to the Town of Wellesley an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

(c) Application for a leave of absence for study or research shall be submitted to the Superintendent in writing prior to November 1 of the year immediately preceding the school year for which leave is requested, on forms provided by the Superintendent of Schools (Appendix C). Such application shall state, in addition to other relevant information, the specific purpose for which the leave is requested; the period for which the leave is requested; the institution, if any, at which study or research is to be pursued; an itinerary of any travel included in the proposed study or research; any scholarship, fellowship or other funds available for such study or research; and the amount of pay, full or partial, requested.

The Superintendent shall notify applicants of the Committee's decision by December 15. When the application is denied, the Superintendent's notice shall include the reason or reasons for such denial.

(d) Deductions from salary paid during the period of such leave of absence to provide coverage in the Teachers Retirement System will be made and forwarded to the State Teachers Retirement Board in order to protect the employee's service and salary record for retirement purposes. Deductions for other purposes will be made in accordance with the provisions of Article 14 of this Agreement.

(e) Upon return from leave, the teacher will be placed on the salary schedule at the same level he/she would have achieved if he/she had remained actively employed in the Wellesley School System during the period of his/her absence. Also upon return from leave, the teacher or nurse will be expected to submit to the Superintendent a report summarizing the results of the leave.

## **ARTICLE 12**

### **Admission of Teachers' and Nurses' Children**

Children of teachers or nurses residing outside Wellesley shall be entitled to attend Wellesley Public Schools without charge for tuition on a space available basis.

**ARTICLE 13**  
**COMPENSATION**

FY17

Effective July 1, 2016, Salary schedules for full-time teachers shall be as follows:

STEP	BA	MA	MA30	MA60/PhD
1	\$47,541	\$52,412	\$56,458	\$60,406
2	\$49,521	\$54,595	\$58,810	\$62,922
3	\$51,584	\$56,869	\$61,260	\$65,544
4	\$53,733	\$59,239	\$63,813	\$68,276
5	\$55,973	\$61,709	\$66,471	\$71,121
6	\$58,306	\$64,280	\$69,242	\$74,084
7	\$60,734	\$66,958	\$72,126	\$77,172
8	\$63,263	\$69,748	\$75,130	\$80,389
9	\$65,900	\$72,655	\$78,261	\$83,736
10	\$68,646	\$75,682	\$81,521	\$87,227
11	\$71,506	\$78,835	\$84,918	\$90,860
12	\$74,486	\$82,121	\$88,456	\$94,646
13	\$77,590	\$85,541	\$92,143	\$98,589
14	\$80,822	\$89,105	\$95,982	\$102,698
15	\$84,190	\$92,817	\$99,981	\$106,977
16	\$86,734	\$95,623	\$103,003	\$110,210

(1.5% Steps 1-15; 2% Step 16)

FY18

Effective July 1, 2017, Salary Schedules for full-time teachers shall be as follows:

STEP	BA	MA	MA30	MA60/PhD
1	\$48,254	\$53,198	\$57,305	\$61,312
2	\$50,264	\$55,414	\$59,692	\$63,866
3	\$52,358	\$57,722	\$62,179	\$66,527
4	\$54,539	\$60,128	\$64,770	\$69,300
5	\$56,813	\$62,635	\$67,468	\$72,188
6	\$59,180	\$65,244	\$70,281	\$75,195
7	\$61,645	\$67,962	\$73,208	\$78,330
8	\$64,212	\$70,794	\$76,257	\$81,595
9	\$66,888	\$73,745	\$79,434	\$84,993
10	\$69,676	\$76,818	\$82,744	\$88,535
11	\$72,578	\$80,018	\$86,192	\$92,223
12	\$75,603	\$83,352	\$89,783	\$96,065
13	\$78,753	\$86,824	\$93,525	\$100,068
14	\$82,035	\$90,441	\$97,422	\$104,238
15	\$85,453	\$94,209	\$101,480	\$108,582
16	\$88,468	\$97,535	\$105,063	\$112,414

(1.5% Steps 1-15; 2% Step 16 )

FY19

Effective July 1, 2018, Salary Schedules for full-time teachers shall be as follows:

STEP	BA	MA	MA30	MA60/PhD
1	\$48,977	\$53,996	\$58,165	\$62,231
2	\$51,018	\$56,245	\$60,588	\$64,824
3	\$53,143	\$58,588	\$63,112	\$67,525
4	\$55,357	\$61,030	\$65,742	\$70,340
5	\$57,665	\$63,574	\$68,480	\$73,271
6	\$60,068	\$66,223	\$71,335	\$76,323
7	\$62,569	\$68,981	\$74,306	\$79,505
8	\$65,175	\$71,856	\$77,401	\$82,819
9	\$67,892	\$74,851	\$80,626	\$86,267
10	\$70,721	\$77,970	\$83,985	\$89,864
11	\$73,667	\$81,218	\$87,485	\$93,606
12	\$76,737	\$84,603	\$91,130	\$97,506
13	\$79,935	\$88,127	\$94,928	\$101,569
14	\$83,265	\$91,798	\$98,884	\$105,802
15	\$86,735	\$95,622	\$103,002	\$110,210
16	\$90,238	\$99,486	\$107,164	\$114,662

(1.5% Steps 1-15; 2% Step 16)

3. The stipend for Chairpersons and Departmental Assistants shall be increased to \$3,452 effective July 1, 2016; \$3,521 effective July 1, 2017; \$3,591 effective July 1, 2018.

Part-time teachers', nurses' and athletic trainers' salaries shall be in the same proportion of full-time teachers', nurses' or athletic trainers' salaries as the part-time teachers' or nurses' work schedule is to the full-time teachers', nurses' or athletic trainers' work schedule.

4. Teachers and nurses who have completed twenty (20) years of service as of the prior June 30 will receive a longevity stipend or 3% of their base salary, whichever is less for the following years:

FY17	\$2,890
FY18	\$2,948
FY19	\$3,007

(b) The salary increments on the foregoing schedules shall be automatically granted to teachers, nurses and certified athletic trainers who have provided adequate professional performance and who have satisfactorily completed required professional growth requirements. The question of whether a teacher, nurse or certified athletic trainer has provided adequate professional performance or satisfactorily completed required professional growth requirements may be the subject of a grievance but not of arbitration.

(c) Any teacher who was hired prior to the ratification date of the Agreement in October, 1995, will bypass the two newly-inserted steps (that will be inserted on 7/1/96, and which will become new steps 9 and 11) when their seniority would otherwise place them there.

Note: Following the renumbering of steps in FY02, these teachers will continue to skip steps 8 and 10.

(d) The names of those teachers to whom additional increments are granted shall be made available to other teachers who request them.

(e) A teacher moving to a higher educational level (Bachelors to Masters; Masters to Masters+30, Masters+30 to Masters+60/Doctors) shall advance laterally effective the first pay period of a school year provided the presentation of satisfactory evidence of completion of the requirements for advancement to the higher level of preparation is presented no later than November 1 of that same school year. Exceptions to the November 1 deadline shall be made in the case of the failure of an educational institution to provide the required documentation in time to meet the November 1 deadline.

Written notification of intent to advance to a higher educational level during the following school year must be submitted to the Superintendent's office by the teacher prior to November 1 of the current year.

(f) The following rules and procedures shall be followed in placing teachers on the Masters+30 salary schedule:

1. A teacher with an earned Masters Degree from an accredited institution will be eligible for the Masters+30 salary schedule when he/she has completed or completes or earns:

Thirty hours beyond the Masters Degree with a maximum of twenty-one (21) graduate hours in credit courses taken at an accredited institution in the teacher's major field of specialization or closely related, with course grades of "B-" or better, and must have current applicability; however, when a teacher's immediate supervisor, subject to the approval of the Superintendent, verifies that there are no (further) graduate level courses available in that teacher's field of specialization undergraduate courses which enhance a teacher's general knowledge and/or skill will also be allowed for such credit subject to the requirement of a grade of B- or better. The thirty (30) hours of credit upon which the teacher relies may have been taken before or after the receipt of the teacher's Masters Degree but may not include any credit hours included in the program of study for which the Masters Degree was awarded.

2. The following shall govern the nine (9) non-graduate course credit hours:

(1) If a teacher wants to take a college course that is equivalent, in the judgment of the Superintendent, to a Wellesley in-service course offered after the 1992-93 school year, the teacher will be permitted to substitute the college course for the in-service course.

(2) If a teacher who needs three (3) or fewer credits to earn a lane change is unable to register for any in-service courses, because of class size or the teacher has previously taken all available courses, the teacher will be permitted to substitute an otherwise acceptable college course for the in-service course requirement.

(3) Wellesley will offer a minimum of two 3 credit in-service courses per school year. If for any reason Wellesley does not do so, teachers will be permitted, in that year, to substitute for credits not offered otherwise acceptable college credits earned that school year. These graduate credits could be applied toward Wellesley's nine in-service credit requirement.

(4) If a teacher decides to pay tuition to a college to receive credit for a course taken in the Wellesley schools, the teacher can apply the college credit to meet Wellesley's in-service credit requirement.

(5) If a teacher completes a degree program that requires thirty (30) or more graduate credits (Masters, CAGS, CAS, etc.), then the teacher will not be required to meet the nine in-service requirement in order to change the salary lane.

(6) Up to nine undergraduate credits in the teacher's subject area discipline may be substituted for graduate credits when, in the judgment of the Superintendent, the undergraduate credits are more beneficial to student learning than would be available graduate courses.

(7) Non-college courses that are required for continued licensure may be used to earn a lane change. The standard for determining the number of credits shall be the same standard used for determining in-service credits.

(8) All non-classroom college courses (i.e. video courses, correspondence courses, etc.) must be equivalent in rigor to graduate courses and be taken by at least three (3) Wellesley teachers at a time, in order to qualify for credits that apply to a lane change. All online classes must be taken for graduate credit from an accredited college or university to qualify for credits that apply to a lane change. These courses must include a documented high level of online discussion and rigor to excuse the requirement be taken by at least three (3) Wellesley teachers at a time.

In-service training courses, workshops and institutes requiring out-of-class preparation comparable to that of collegiate level programs may be approved by the Superintendent. He/she will assign one (1) credit for each fifteen (15) hours of class time. Not more than one (1) unexcused absence will be allowed for each credit.

3. Each teacher must furnish official evidence that a Masters Degree has been earned or awarded and also shall furnish to the Superintendent for his/her evaluation transcripts or photo copies of the records evidencing completion of the thirty (30) additional credit hours on which the teacher relies. The Superintendent will then make his/her recommendation to the Committee for its approval of his/her placement on the Masters+30 salary schedule.

4. A graduate or non-graduate course begun after June 15, 1967 will be credited toward the teacher's qualification for the Masters+30 salary schedule only if the Superintendent has given his/her written approval in advance.

(g) Additional credits earned beyond the Masters+30 will not be required to have been earned in connection with a degree granting program, but will be subject to the same qualification standards that are applicable to qualify for the Masters+30 salary schedule. However, if a teacher has previously earned nine (9) in-service credits as part of the qualification standards for the Masters+30 schedule, that teacher may earn a minimum of three (3) instead of nine (9) in-service credits to qualify for the Masters+60 salary schedule. This teacher must still earn a total of thirty (30) graduate level credits before qualifying for Masters+60.

(h) Any member of the bargaining unit who is requested to and who works during the summer will be paid a per diem rate of 1/184th of his/her annual salary. Such work must be substantially similar to the member's normal duties and work to qualify for the

1/184th of annual compensation rate. Teachers performing curriculum development or other work in a workshop or summer school shall not be compensated at the rate of 1/184th of his/her annual salary unless otherwise specifically agreed. Teachers performing curriculum development or other work in a workshop or summer school shall be compensated at the per diem rate of \$233 effective July 1, 2016; \$238 effective July 1, 2017 and \$244 effective July 1, 2018. Middle and High School guidance counselors shall, if assigned, work ten (10) additional days during the week before and after the regular school year. Counselors shall be compensated for such time at 1/184th of their annual salary for each day worked as set forth in section (a) of this Article.

Performing Arts Department and Visual Arts Department members may receive per diem compensation for travel with students to performances and shows on days school is not in session. The K-12 Director for the respective department will approve any such travel in advance. The Performing Arts Director may approve up to twelve (12) days of per diem per year and the Visual Arts Director may approve up to four (4) days per diem per year. No individual within the Performing or Visual Arts Departments may receive more than four (4) days of per diem per year. The Directors may divide the per diem in increments of half days. The Superintendent may authorize additional days of per diem at his or her discretion.

(i) Each member of the bargaining unit who provides notification by July 15 prior to a given school year on a form developed and distributed by the office of the Superintendent shall have the option of selecting his/her payment plan. The plans are: Twenty-one (21) equal payments paid biweekly through the entire school year, twenty-six (26) equal payments paid biweekly through the entire year, or twenty-six (26) equal payments paid biweekly between September and June with the July and August payments payable at the end of the school year. Once a teacher or nurse has decided to select a payment plan, the decision will remain in effect until the teacher or nurse revokes the plan in writing. The change in a current member's payment plan can only be made by notifying the Central Office no later than July 15 prior to a given school year. New teachers or nurses will have the option, at the time of employment, to select one of the three payment plans.

(j) Teachers who teach courses in the professional development program for which college credit is approved will be compensated as follows: \$100 per class meeting hour for one instructor, \$75 per class meeting for two instructors, \$50 per class meeting for three instructors.

(k) Any teacher or nurse who is scheduled or required to transfer from one room and/or building to another room and/or building, after the end of one school year and before the start of the next, will, upon the recommendation of the teacher's program leader and with the approval of the Superintendent, be allowed up to a maximum of three days to complete the transfer. For each day spent on the transfer, a teacher or nurse will be paid at the then-current summer workshop rate. Such provision will also apply to a teacher who transfers from one grade level assignment to another.

(l) Course reimbursement for graduate courses taken by staff who are without masters degrees and/or who are seeking professional licensure as required by the Massachusetts Department of Education and/or when a specialist teacher's immediate supervisor, subject to the approval of the Assistant Superintendent, verifies that there are no further in-district courses available for recertification in that specialist's field, that specialist may apply for tuition reimbursement. Any Unit A member for whom no DESE license exists, including but not limited to occupational and physical therapists, so long as that member maintains appropriate certification and/or licensure required to perform his or her duties, shall be eligible to apply for tuition reimbursement. Course reimbursement will be as follows:

FY17 \$30,000  
FY18 \$30,000  
FY19 \$30,000

#### **ARTICLE 14** **Payroll Deductions**

(a) Professional Dues

1. The Committee agrees to deduct from teachers' and nurses' salaries such dues for the Wellesley Teachers Association and its parent Associations, the M.T.A. and the N.E.A., as said teachers or nurses voluntarily and individually authorize the Committee to deduct, and to transmit the monies promptly to such Association. Teachers' and nurses' authorization for deduction of professional dues will be in writing in the form set forth in Appendix B of this Agreement.

2. The Association shall certify to the Committee in writing the current rate of its membership dues and those of its parent associations and shall give the Committee thirty (30) days written notice in advance of any change in dues.

3. The Committee shall not be required to honor for any month's deduction any authorization delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deduction is to be made.

4. If a teacher or nurse who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him/her for the month, no deduction will be made from that employee for that month. The Association will arrange collection of dues for that month directly with the teacher or nurse.

5. When a teacher or nurse does not have sufficient money due him/her after other deductions authorized by him/her, or required by law, Association dues for that month will not be deducted.

(b) Other Deductions



Payroll deductions shall be provided for tax-sheltered annuities and for hospital, medical and life insurance.

If the Town acts to increase the percentage of health insurance premiums paid by it pursuant to the appropriate statutory provisions, the Committee agrees that such increase shall be applied to the employees covered by this Agreement.

(c) Indemnification

The Association shall indemnify and save the Committee and Town of Wellesley harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken or not taken by the Committee for the purpose of complying with this Article, or in reliance on any assignment furnished to the Committee.

**ARTICLE 15**  
**Vacancies and Promotions**

The filling of vacancies in the professional staff of the Wellesley School System is the responsibility of the Superintendent or, where appropriate, the Principal of each school, subject to the review and approval of the Superintendent.

(a) In the exercise of such responsibility, the Superintendent agrees to publicize all vacancies in the professional staff, other than the Central Office positions, and to grant interviews to interested staff members prior to filling any vacancy in the bargaining unit in accordance with the following procedure:

1. All vacancies which occur within the professional staff of the Wellesley School System and which provide opportunity for promotion for present staff members shall be publicized. During the work year, positions shall be publicized at least ten (10) school days prior to the filling of vacancies. During the summer, except during the last two (2) weeks prior to the beginning of the school year, positions shall be publicized at least ten (10) calendar days prior to the filling of vacancies both by the normal method and by mailing copies of the notice of vacant positions to any teachers who indicate by June 15 that they wish to receive such notices. During the last two (2) weeks of the summer prior to the beginning of the school year, the period for publicizing vacancies shall be reduced to five (5) calendar days and the requirement that copies of notices of vacancies be mailed to those teachers who have indicated their desire to receive them over the summer shall not be applicable; however, the Committee will make a good faith effort to notify those teachers of any such vacancies within the five (5) day publication period by means other than mail such as, for example, by means of verbal notice over the telephone. Vacancies may be filled on a temporary basis until such procedures can be followed.

2. During the school year, vacancies and positions for which extra pay is given shall be publicized in all affected buildings and/or offices for at least ten (10) school days prior to filling the vacancy on a permanent basis. During the summer,

vacancies and positions for which extra pay is given shall be publicized in all affected buildings and/or offices for at least five (5) calendar days prior to filling the vacancy on a permanent basis.

3. All bargaining unit positions which will be vacated as of the end of the school year shall be publicized as they occur in order that present staff members may be considered for transfer to such positions in accordance with the procedures set forth in this Article.

4. When in the judgment of the Superintendent the qualifications, attainments and professional backgrounds of candidates are comparable, vacancies shall be given to candidates within the Wellesley School System. In the event that a teacher within the Wellesley School System is not selected to fill a vacancy, the Superintendent shall, upon request, meet with such teacher to discuss the reason for the decision.

5. Notwithstanding the foregoing, in filling vacancies when there are laid off teachers with recall rights, such teachers shall be recalled to such vacancies in accordance with the procedure set forth in Article 16, Section (d).

(b) If the Association considers that there has been improper discrimination in the filling of any vacancy or vacancies under this Article, a complaint may be filed and shall be subject to the grievance procedure, except questions arising under (a) 3 above.

(c) Teachers may request a transfer into a subject area for which they are certified and have 18 credit hours in the subject area, provided that they:

1. Agree to complete a total of thirty-six credit hours within the subject area within a two-year period from the close of the school year in which they are so transferred. In cases where there are factors beyond the control of the teacher (sickness, non-availability of courses, etc.), the Superintendent may grant up to a one-year extension. The standards for evaluating whether the credits are within the subject area will be the standards that are currently in use by the State Department of Education; and

2. Agree that if the total of thirty-six credit hours is not completed within the stated two or three-year period, the teacher will either transfer to a prospective vacancy in the department in which he/she taught prior to the above-transfer, or be laid off if a good faith attempt has been made to complete the requisite course work. Notwithstanding the foregoing, if at any time after the transfer the Superintendent reasonably determines that the teacher is not making a good faith effort to complete the requisite course work, such teacher shall be laid off at the end of that school year.

Any such transfers may only be made at the start of the school year unless some other time is approved by the Superintendent. Any teacher who transfers into a new subject area pursuant to this section may transfer back to his/her original department if a vacancy develops in that department within the stated two or three-year period;

thereafter, the same provisions that are applicable to all other transfers shall be applicable to such teachers as well.

(d) In the case of an involuntary transfer, a teacher may, upon request, meet with the Superintendent before he/she makes his/her final decision in order to discuss the proposed transfer.

(e) Any teacher who is involuntarily transferred from one building to another or from one department to another, will have the right to transfer back to his/her original position if an opening occurs within three years. If more than one person is entitled to return, the person involuntarily transferred first has the prior right. In case of a tie, seniority prevails.

The right to return does not apply if the Superintendent determines that the transfer is not in the best interest of the educational program. The Superintendent's decision will not be arbitrary or capricious.

## **ARTICLE 16**

### **Reduction in Force**

#### **(a) GENERAL PROCEDURE**

This Article shall only apply to teachers except that in the event a layoff of nurses is deemed required by the Superintendent, nurses with less than three (3) years of service shall be laid off first. In the event a reduction in the number of teachers is deemed required by the Superintendent and such reduction for the year in question cannot be effectuated through the normal attrition process, the Superintendent shall determine which teachers are to be laid off in accordance with the following order and procedures:

1. Teachers with Professional Teacher Status shall not be laid off if there is a teacher without Professional Teacher Status whose position the teacher with Professional Teacher Status is qualified to fill as provided by General Laws Ch. 71, S42. In the event of a reduction in force, teachers without Professional Teacher Status gain no rights beyond those granted by statute except as may be specifically and expressly provided by this Article. In the event that a teacher without Professional Teacher Status is laid off because of a reduction in force, the notification of his/her non-reappointment shall so indicate that that is the reason for his/her non-reappointment and he/she shall retain the rights of laid off teachers as provided under Section (d) of this Article. In the case of a teacher who is employed for the first time after November 1 of a given school year and who is given a non-reappointment notice without recall rights prior to the June 15th date required by the General Laws, the Superintendent shall have the right to review any such teacher's evaluations up to June 30th of that school year and, if he deems it warranted, grant that teacher recall rights. Should any such teacher without Professional Teacher Status be recalled, he/she shall be given full credit for his/her service prior to his/her layoff in computing his/her service for purposes of achieving Professional Teacher Status as if no break in his/her service had occurred to the extent not prohibited by statute.

2. Thereafter, the Superintendent shall determine which teacher with Professional Teacher Status shall be laid off based upon the criteria, procedures, standards and guidelines that are set forth in this Article and in the document entitled "Procedure To Reduce Staff With Professional Teacher Status" which is attached hereto as Appendix F:

a. Seniority.

Seniority shall mean the length of continuous service in the Wellesley Public Schools including any time spent on an approved leave of absence or layoff. One (1) point shall be given for each year or portion thereof of service in the Wellesley Public Schools.

b. Evaluation.

Quality of performance by the teacher of his/her duties and responsibilities, based upon such standards of measurement as his/her evaluations and the recommendations of his/her immediate superior. Up to twenty-six (26) points shall be given for evaluations and documented incidents within the last five (5) years based upon the following guidelines:

Outstanding	22-26 points
Superior	16-21 points
Good	10-15 points
Adequate	4-9 points
Poor	0-3 points

c. Needs of the School System based upon current course offerings and/or current programs in the Wellesley Public Schools.

Up to nine (9) points may be given for this criterion as follows:

(1) A maximum of three (3) points for demonstrated leadership among peers during the current and previous five school years.

(2) A maximum of two (2) points for multiple certifications.

(3) A maximum of five (5) points for range and depth of both documented courses and levels taught, whether in or outside Wellesley, and for documented instructional practices utilized whether in or outside Wellesley.

(4) A maximum of four (4) points for participation in school activities outside the classroom during the current and previous five school years.

A score of zero for any of the above four (4) items shows a lack of minimum attainment for such item.

A uniform worksheet shall be distributed to all teachers in any department in which a reduction is to take place which lists the above four factors and which directs the

teachers in that department to enter the facts that determine the number of points that apply for any of the above four (4) factors.

d. Relevant Educational Background. Up to four (4) points shall be given for this criterion with one (1) point being given for each salary lane - i.e. B, M, M+30 and M+60/Doctors.

e. Professional Achievements and Activities/Relevant Experiences during the current or previous five (5) years. Up to four (4) points will be given for this criterion as follows:

- (1) Maximum of two (2) points for taking a course(s).
- (2) Maximum of two (2) points for being a speaker or related participant (not for attending) at an educational or professional conference or workshop.
- (3) Maximum of two (2) points for active participation in at least one relevant professional or educational association.
- (4) Maximum of two (2) points for honors, grants or publications.

A uniform worksheet shall be distributed to all teachers in any department in which a reduction is to take place which lists the above four (4) factors and which directs the teachers in that department to enter the facts that determine whether or not they are entitled to points for any of the above four (4) factors.

3. The RIF Committee shall prepare a composite ranking based upon the total point scores of all of the teachers in that particular RIF pool. Thereafter, the RIF Committee shall discuss those teachers in that RIF pool who fall into what shall hereinafter be referred to as "the jeopardy pool". The size of the jeopardy pool shall vary as follows based upon the grade level and size of the department in question:

a. In departments at the secondary level with eleven (11) or fewer teachers, the jeopardy pool shall consist of the three (3) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten (10%) percent of the lowest total point score in the department, whichever figure is higher. If a second teacher with Professional Teacher Status must be laid off from that department, the jeopardy pool shall consist of the four (4) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten (10%) percent of the lowest total point score in the department, whichever figure is higher. For each additional teacher to be laid off from the department, one (1) more teacher shall be added to the minimum number in the jeopardy pool unless there is already an equal or greater number of teachers within the ten (10%) percent point range.

b. In departments at the secondary level with twelve (12) or more teachers, the jeopardy pool shall consist of the four (4) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten (10%) percent of the lowest total point score in the department, whichever figure is higher. If a second teacher with Professional Teacher Status must be laid off from that department, the jeopardy pool shall consist of the five (5) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten (10%) percent of the lowest total point

score in the department, whichever figure is higher. For each additional teacher to be laid off from the department, one (1) more teacher shall be added to the minimum number in the jeopardy pool unless there is already an equal or greater number of teachers within the ten (10%) percent point range.

c. In the case of a reduction in force at the elementary level, each of the three (3) RIF Subcommittees shall submit the names of the four (4) teachers in its pool with the lowest total point scores to the RIF Committee Of The Whole so that there is a list of twelve (12) names that is submitted to the Committee Of The Whole to be considered for layoff. The Committee of the Whole shall then proceed in the same way as a RIF Committee at the secondary level in a department with twelve (12) or more teachers as described in the immediately preceding paragraph. For each additional elementary teacher with Professional Teacher Status to be laid off, each of the three (3) RIF Subcommittees shall submit to the RIF Committee Of The Whole the name of the teacher with the next lowest total point score in its pool and the RIF Committee Of The Whole shall then proceed in the same manner as a RIF Committee at the secondary level in a department with twelve (12) or more teachers in which that same number of teachers must be laid off as described in the immediately preceding paragraph.

The RIF Committee (or the RIF Committee Of The Whole at the elementary level) shall then discuss why particular teachers in the jeopardy pool should be moved up or down on the jeopardy pool list based upon information in their personnel folders as it relates to the five (5) criteria described in Section (a) 2. In the event that there is more than one (1) teacher to be laid off in a RIF pool, the first teacher selected shall be from the group of teachers to be considered if there was only one teacher to be laid off. If there are more than two teachers to be laid off, the foregoing principle shall be applied to each successive teacher to be laid off.

For compelling reasons, as hereinafter defined, the RIF Committee (or the RIF Committee Of The Whole) may discuss and recommend for layoff a teacher who is not included in the jeopardy pool and, if any such teacher is so recommended, the RIF Committee (or the RIF Committee Of The Whole) will simultaneously provide the Superintendent and the Association with a written statement of exactly what the compelling reasons were. As the term is used herein, "compelling reasons" shall be limited to: (1) avoiding the retention of a teacher not in the jeopardy pool who is not immediately able to competently teach any of the available courses in his or her department; or (2) avoiding a situation in which there will be an insufficient number of teachers in that department who are immediately able to teach the identified courses and/or programs. In the latter case, the jeopardy pool will be reconstituted by replacing those teachers in the jeopardy pool who are needed to teach the identified courses and/or programs in that department with the next teacher or teachers on the composite ranking list on a one-for-one basis. As used herein, "immediately able" means that, in the judgment of the RIF Committee (or the RIF Committee Of The Whole), the teacher who is exposed to layoff could take sufficient courses in the summer to be able to competently teach available courses in the department the following year. If the teacher who is exposed to layoff fails to pass the requisite courses in the summer with a grade of B- or better, he/she will be laid off prior to the start of the school year. The RIF Committee shall, in all cases, attempt to reach a consensus on the teacher or teachers to be laid off.

4. Whenever the Total point scores of two (2) or more teachers in the RIF pool are the same, the teacher with the greater(est) seniority in the Wellesley Public Schools shall be ranked higher; or if their seniority in the Wellesley Public Schools is also the same in any such case, the teacher with the greater(est) total years of teaching and/or administrative experience shall be ranked higher. The rate of pay shall not be a factor in determining who is to be laid off.

(b) ADMINISTRATOR FALLBACK RIGHTS

In the event the position of an administrator in Unit B is eliminated, such administrator has achieved Professional Teacher Status in Unit A, such administrator is qualified to teach in a Unit A RIF pool, and the return of the administrator to Unit A would result in an excess of faculty with Professional Teacher Status in the applicable RIF pool, then the following procedure will be followed:

1. The normal RIF process for the selection of a teacher with Professional Teacher Status will be followed and a teacher with Professional Teacher Status will be designated for layoff by the RIF Committee.

2. The administrator shall be scored by the RIF Committee (the administrator shall not participate in such scoring) under the procedure specified in (a) 2. above. This scoring shall be done at the same time that the RIF Committee reviews all folders of teachers in the RIF pool. The administrator's scores shall not be tabulated until after a teacher with Professional Teacher Status has been designated for layoff as provided immediately above.

3. If the score achieved by the administrator is within ten (10%) percent of the score of the teacher designated for layoff, then the administrator may compete with such teacher for the Unit A position. The RIF Committee (absent the administrator) will then determine whether the teacher or the administrator will be laid off under the criteria set forth in this Article.

(c) NOTIFICATION AND TEACHER CHALLENGE

1. Any claimed violation of this Agreement regarding the actual layoff of a teacher with Professional Teacher Status or the recall of, or failure to recall, any laid off teacher shall be processed as provided herein. In order to be eligible to proceed to arbitration, a claim must have been processed through each of the steps specified in this section. All other grievances arising out of this Article shall be processed under Article 21 beginning with Step 3.

2. When the Superintendent submits his/her initial proposed staffing requirements for the following school year to the administrative staff, he/she shall simultaneously submit a copy to the Association. The Association shall have the right to meet and confer with the Superintendent regarding his/her initial proposed staffing requirements for the following school year. Similarly, when the Superintendent submits his/her proposed staffing requirements for the following school year to the School Committee, he/she shall simultaneously submit a copy to the Association. The School

Committee shall not take any action on the Superintendent's proposed staffing requirements at the meeting at which they are presented. If the Association requests a meeting to discuss the Superintendent's proposal within a seven (7) school day period thereafter, the Committee shall meet and confer with the Association regarding the proposal. If, following this process, the School Committee makes a final decision to reduce the number of teachers with Professional Teacher Status in any school or department, it shall provide the Association with written notification of that decision on or before February 28/29. As used herein, "proposed staffing requirements" shall mean the staffing level for which the School Committee plans to seek funding from the Town together with any contingency staffing levels that the Superintendent and/or the School Committee develop in response to budgetary concerns. The School Committee agrees to continue to exert its best efforts to secure the funding for its proposed staffing level.

3. If a teacher with Professional Teacher Status must still be laid off, the Superintendent shall notify the Association in writing by April 15, except as hereinafter provided, of the names of which teachers with professional teacher status he/she will lay off in the event of a reduction in force, hereinafter sometimes called "affected teachers." The Superintendent's decision as to which teacher(s) with Professional Teacher Status to lay off must either come from the jeopardy pool that has been developed by the RIF Committee for that department or must fall within the "compelling reasons" exception. If the Superintendent decides to lay off a different person(s) than that recommended by the RIF Committee, he/she must apply the same standards as the RIF Committee did in formulating its recommendation to him/her and he/she must also provide the Association with a simultaneous written statement of the exact reasons for his/her different decision. The affected teachers shall also be so notified by April 15. The Association and/or the affected teachers, upon receipt of such notification, shall have the right, upon request made within ten (10) school days of such notification, to meet and confer with the Superintendent and, at an affected teacher's request, with the members of the applicable RIF Committee, concerning his/her proposed decisions. The Superintendent and, where requested, the RIF Committee, shall meet with the Association's representatives and/or the affected teacher(s) within five (5) school days of his/her receipt of the request, and shall provide a written response to the Association and/or the affected teacher(s) within five (5) school days after each such meeting.

4. In the event that the Association wishes to contest any such determination by the Superintendent which will result in the layoff of a teacher with Professional Teacher Status, it must so notify the Superintendent within ten (10) school days after receipt of the Superintendent's written notification. The Association and the Superintendent shall then have ten (10) school days within which to satisfactorily resolve the dispute or, if they are unable to do so, attempt to agree upon the selection of an arbitrator. Such arbitrator must be able to hold a hearing within thirty (30) days of his/her selection and render a decision within thirty (30) days of the hearing. If the parties cannot agree upon an arbitrator, an arbitrator will be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such arbitrator must also be able to hold a hearing and render a decision within the time constraints set forth immediately above.



5. The Association may contest any such layoff determination only on the basis of either or both of the following grounds:

a. That the procedure pursuant to which the determination was made was flawed in some way. As used herein, "procedure" means the criteria, procedures, standards and guidelines that are set forth in this Article as well as in the document entitled "Procedure to Reduce Staff With Professional Teacher Status" that is attached hereto as Appendix F. In any such case, the Arbitrator shall sustain the grievance only upon a finding that it is more likely than not that the claimed flaw in the reduction in force procedure made a difference in which teacher (s) was (were) ultimately selected to be laid off; and/or

b. That the determination to lay off for compelling reasons a particular teacher who was not included in the original jeopardy pool that was developed by the RIF Committee for a particular department was improper. In any such case, the Arbitrator shall sustain the grievance only upon a finding that the decision of the RIF Committee and/or the Superintendent that there were compelling reasons to lay off a particular teacher who was not included in the original jeopardy pool that was developed by the RIF Committee based upon the total point scores of all of the teachers in the affected teacher's department was arbitrary or capricious.

If the Arbitrator sustains any such grievance on either or both of the foregoing grounds, he/she shall order as a remedy that that particular reduction in force be rescinded and that it be done over again properly and in accordance with the criteria, procedures, standards and guidelines that are set forth in this Article and in Appendix F that is attached hereto. In the event that the Arbitrator's award sustaining the grievance is not issued until after the start of the following school year, he shall order the School Committee to reimburse the improperly laid off teacher for any lost earnings only upon a finding that the reasons for the delay were due to either or both of the following reasons:

a. Any delay in the proceedings that is attributable to the School Committee, its attorney, the Superintendent or any other representative or potential witness for the School Committee; and /or

b. The Arbitrator's inability to conduct a hearing for any reason prior to the start of the following school year or, if the hearing is held before the start of the following school year, his/her inability for any reason to render his/her award prior to the start of the following school year. The award of the Arbitrator shall be final and binding on the parties. In no event may the Arbitrator require the School Committee to employ more teachers in the system than it deems appropriate.

6. All time limits under this Section (c) may be extended where circumstances beyond the control of or outside the knowledge of a party or teacher make such extension appropriate. The successful challenge by the Association or a teacher of a layoff by the Superintendent shall constitute grounds for such extension. In the event an extension is warranted, the parties and any affected teacher shall make a good faith effort to give the specified notices as soon as is reasonably possible.

7. Notwithstanding the provisions of subsection 2 above, the Superintendent will not necessarily be obligated to recall a laid off teacher or to rescind a layoff notice

that may have already been issued but not yet implemented or to reduce the number of teachers who may be scheduled to be laid off from a particular school or department in the event of any unanticipated attrition in any such school or department that may occur after February 28/29 even though such a determination might result in a lesser number of teachers with Professional Teacher Status being employed in that school or department for the following school year than was originally projected by the staffing decision that was made on or before February 28/29 pursuant to the procedure set forth in subsection 2. Whenever the Superintendent intends to not fill a vacancy, the Association shall be given advance notice of that intention by the Superintendent who shall, upon request, meet with the Association's representatives and provide them with whatever documentation or information (updated actual student enrollment data, for example) he relied upon to arrive at his intended decision.

(d) OPTION TO LAYOFF DETERMINATION

If the affected teacher is certified and has eighteen (18) or more credit hours from an accredited institution in a subject area in which he/she is not teaching, and there is a teacher without Professional Teacher Status or vacancy in that area, the affected teacher may elect - subject to the determination of the Superintendent that the teacher is immediately able to competently teach open courses in such subject area - for the duration of a two (or three) year period, the following option in lieu of being laid off:

1. Agree to be transferred to a teaching area where he/she has eighteen (18) or more credit hours;
2. Agree to complete a total of thirty-six (36) credit hours within the subject area within a two (2) year period from the close of the school year in which he/she is so transferred. In cases where there are factors beyond the control of the teacher (sickness, non-availability of course, etc.) the Superintendent may grant up to a one (1) year extension. The standards for evaluating whether the credits are within the subject area will be the standards that are currently in use by the State Department of Education; and
3. Agree that if the total of thirty-six (36) credit hours is not completed within the stated two (2) or three (3) year period, the teacher will either transfer to a prospective vacancy in the department in which he/she taught prior to the above transfer, or be laid off if a good faith attempt has been made to complete the requisite course work. Notwithstanding the foregoing, if at any time after the transfer the Superintendent reasonably determines that the teacher is not making a good faith effort to complete the requisite course work, such teacher shall be laid off at the end of that school year. Any such transfers may only be made at the start of the school year unless some other time is approved by the Superintendent. Teachers who transfer under this section shall retain recall rights to their original department until they complete the requisite credit who transfers into a new subject area pursuant to this section may transfer back to a vacancy in his/her original department within the stated two (2) or three (3) year period; thereafter, the same provisions that are applicable to all other transfers shall be applicable to such teachers as well.

(e) **TEACHERS LAID OFF UNDER THIS ARTICLE**

1. Except as hereinafter provided, teachers who are laid off under this Article shall have recall rights up to September 15 of the year following the year for which his/her layoff begins that is equal to the number of years that he/she was employed prior to his/her layoff. These rights are modified as follows:

a. Teachers who have not attained professional teacher status shall not have recall rights beyond September 15 of the first school year following the school year for which his/her layoff begins unless he/she has secured interim employment in a teaching position or in some other position reasonably related to the field of education and must thereafter annually notify the Superintendent's office in writing by September 15 of each year of the nature of his/her interim employment and his/her desire to be recalled.

b. Teachers who have attained professional teacher status shall not have recall rights beyond September 15 of the fifth school year following the school year for which his/her layoff begins unless he/she has secured interim employment in a teaching position or in some other position reasonably related to the field of education. If such teacher secures such interim employment, the five (5) year limitation just described shall start from the last day of work in the teaching position or in some other position reasonably related to the field of education. If after completing such interim employment the teacher does not serve such a position for any five (5) year period thereafter, the teacher's recall rights will expire after the September 15 following the previously mentioned five (5) year period. Additionally, the teacher must annually notify the Superintendent's office in writing by September 15 of his/her desire to be recalled and, if served, the nature of his/her interim employment.

2. A temporary vacancy within the meaning of this Section shall be a vacancy of known duration which, prior to its occurrence, either reasonably appears necessary to fill for a period of more than 85 consecutive work days or, in the event that it does not reasonably appear likely to last for as long as 85 consecutive work days, the vacancy is one which the Superintendent decides to fill by contract rather than by hiring a substitute teacher. Laid off teachers with recall rights will be offered the opportunity to fill those temporary vacancies which, in the judgment of the Superintendent, they are qualified to fill. The first opportunity to fill temporary vacancies will be offered to laid off teachers from the department in which the temporary vacancy exists in the reverse order of their layoff. Being given the opportunity to fill such a temporary vacancy shall not constitute a recall under this Article, and a teacher may decline such an offer without its having an adverse effect upon his/her recall rights. A teacher filling a temporary vacancy shall otherwise be considered to be on layoff status. If, by January 15 of a given school year, a teacher appears reasonably likely to fill a temporary vacancy for 170 consecutive scheduled work days and provided that that teacher actually does fill a temporary vacancy for 170 consecutive scheduled work days, he/she shall be considered to have been recalled from layoff for the purpose of being considered for available permanent positions under this Article. Nothing in this Article shall restrict the right of the School Committee to determine the number and nature (temporary or permanent) of vacancies in the school department. Upon request of the Association, the School Committee shall supply it with a written statement of its reasons for not filling any temporary or permanent vacancy that develops.

3. In filling positions that become vacant on other than a temporary basis whenever there are teachers with Professional Teacher Status with recall rights under this Article, such vacancies shall be filled in the following manner:

a. No new teacher may be hired for a position from which a teacher with recall rights has been laid off.

b. No teacher without Professional Teacher Status may be recalled to a position from which a teacher with Professional Teacher Status with recall rights has been laid off. Further, a teacher without Professional Teacher Status has recall rights only to the position from which he/she was laid off.

c. Whenever there are two (2) or more teachers with Professional Teacher Status with recall rights to the same position, they will be recalled in the reverse order of their layoff. If any two such teachers were laid off effective as of the same date, the order of their recall shall be in the reverse order of their layoff by the Superintendent.

d. Whenever a vacancy develops in a position from which no teacher with recall rights has been laid off, a laid off teacher with Professional Teacher Status with recall rights will be recalled to that position before any new teacher is hired for that position if, in the judgment of the Superintendent, the laid off teacher is qualified for that position. Furthermore, any teacher who, while on layoff status becomes qualified in another subject area in which he/she was not qualified at the time of his/her layoff shall - provided he/she supplies the Superintendent with written notice of his/her prospective qualification in that new area prior to the start of the following school year and of his/her desire to be recalled to that new subject area prior to the time that all of the teachers without Professional Teacher Status in that subject area are reappointed for the following school year - be eligible to be recalled to that new area if a vacancy should develop therein or if there would otherwise be a teacher without Professional Teacher Status teaching in that subject area.

4. Recall notices shall be sent by certified or registered mail to the laid off teacher's last known address with a copy of such notice being sent to the Association. The recalled teacher shall have two (2) weeks after receipt of the notice to accept the recall. If a laid off teacher does not accept a recall to a permanent vacancy which is both in the same area of certification as and which also has a full-time equivalency rating that is no less than that of the position from which he/she was laid off, he/she shall forfeit all future recall rights.

5. If the Association feels that Section (e), paragraph 3, of this Article has been violated, it must so notify the Superintendent in writing within ten (10) school days of the date it receives a copy of the notice of the person recalled. The Superintendent, upon request, shall meet with the Association within ten (10) school days following the aforementioned notification. If the dispute is not resolved within ten (10) school days thereafter, the Association may seek arbitration pursuant to the expedited procedure set forth in Section (d) 1 of this Article. In those disputes covered by this Section in which the judgment of the Superintendent is being contested, the arbitrator shall apply as the standard of review whether or not the judgment of the Superintendent was arbitrarily or capriciously exercised. During the summer months, the computation of days under this Section shall be made in accordance with Article 22, Section (j).

6. Teachers laid off under this Article shall be entitled to retain their group insurance in the Town of Wellesley group insurance plan for up to eighteen (18) months in accordance with the Consolidated Omnibus Reconciliation Act of 1986 ("COBRA") provided that they pay 102% of the premium cost. The eighteen (18) months shall be computed from the date of termination of employment or the date to which insurance premiums have been regularly paid, whichever is the later.

7. To the extent permitted by law, any teacher who is laid off pursuant to the provision of this Article shall, throughout the period during which he/she retains recall rights, be deemed to be on an involuntary unpaid leave of absence and thereby be entitled to unemployment compensation benefits. Upon recall, any such teacher shall have all of his/her accumulated sick leave days restored. He/she shall be placed on the next higher step of the salary schedule than he/she was on at the time of his/her layoff. Neither the tenure status of a teacher with Professional Teacher Status nor the computation of service of teachers without Professional Teacher Status for tenure purposes shall be deemed to have been interrupted or otherwise affected by any such involuntary unpaid leave of absence. If there should be any change in the law affecting the implementation of this Section, it shall be subject to renegotiating between the parties in order to enable them to attempt to accomplish its original intent with respect to the retention of tenure status for teachers with Professional Teacher Status or the computation of service for tenure purposes for teachers without Professional Teacher Status.

**(f) RELOCATION OF TEACHERS WITH PROFESSIONAL TEACHER STATUS**

Whenever a reduction in force will require either the relocation or layoff of one (1) or more teachers with Professional Teacher Status, consideration will be given to the preferences of teachers with Professional Teacher Status to be relocated as to their assignments subsequent to such reduction in force. Teachers with Professional Teacher Status in departments or schools where such relocations or layoffs are scheduled to take place will be provided with a list of known vacancies and positions occupied by teachers without Professional Teacher Status by on or about March 31 so that they can express their preferences in time to have them considered. Teachers with Professional Teacher Status will be assigned to such known vacancies or positions occupied by teachers without Professional Teacher Status subject to the conditions set forth in section (d) of this Article. After following this procedure, the Superintendent retains the right to make the assignment of all staff.

**(g) PRE-LAYOFF NOTIFICATION OF JEOPARDY**

Only for the duration of this Agreement, the following procedure shall be established to give certain teachers pre-layoff notification that their performance and/or overall score on the reduction-in-force criteria has placed them in jeopardy.

In the event that a RIF Committee has been formed in a teacher's RIF pool, such teacher will be notified if he/she was in the jeopardy pool and/or if his/her average score on the quality of performance criterion was fewer than fourteen (14) points.

In the event no RIF or Risk Committee has been formed the prior school year and the RIF pool has no teachers without Professional Teachers Status, then a Risk Committee will be formed in the same fashion as a RIF Committee. The Risk Committee, pursuant to Appendix F, will follow paragraphs 1-5 for elementary teachers and paragraphs 1-4 for all other departments, except that the Assistant Superintendent will tabulate the scores. Teachers who fall within the jeopardy pool if one teacher was to be laid off and/or whose average score on the quality of performance criterion was fewer than fourteen (14) points shall be so notified.

## **ARTICLE 17**

### **Positions in Summer School, Continuing Education and Special Programs**

The staffing of teaching positions in Summer School and Continuing Education programs conducted by the Wellesley School Department and of programs carried on under special grants from the federal and state governments is the responsibility of the Superintendent.

(a) In the exercise of such responsibility, in filling positions of which the Superintendent has reasonable notice in the following sessions and programs, the following procedure will be observed:

1. Advance notice of all openings for Summer School and Continuing Education positions and for positions under such special programs will be given in each school building and teachers who have applied for such positions will be notified promptly of the action taken regarding their applications.
2. In filling teacher positions in the Summer School and Continuing Education and positions under such special programs, first consideration will be given to qualified teachers in the Wellesley School System.
3. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Wellesley School System, and in regard to Summer School or Continuing Education positions, previous Wellesley Summer School or Continuing Education teaching experience.
4. When qualified regularly appointed teachers in the Wellesley School System are not available to fill the positions, they will be filled by other teachers. Qualified Wellesley teachers will only have the right to bump non-Wellesley teachers if they have applied for a position in the summer school by April 15 of that school year.

(b) If the Association considers that there has been improper discrimination in the filling of any teaching position or positions, a complaint may be filed and shall be subject to the grievance procedure.

(c) Rate of pay for teachers working under this Article in Summer School shall be \$42.75 per hour effective July 1, 2016; \$43.60 per hour effective July 1, 2017 and \$44.47 per hour July 1, 2018.

**ARTICLE 18**  
**Professional Growth**

(a) To demonstrate professional growth when required, a teacher shall show evidence of any of the following:

1. The satisfactory completion of a college course, normally at the graduate level, which increases his/her professional competence.
2. The satisfactory completion of a workshop or other similar experience that may not offer college credit but which can be shown to bring direct value to his/her teaching assignment.
3. Exchange teaching or travel outside the country.

(b) The School Committee is committed to continue to provide a broad range of professional development opportunities.

(c) The Association and Administration will appoint two members each to a Professional Development Committee. This Committee will meet once in January and once in May, or as mutually agreed, to assess the professional development needs and opportunities for the district, including in-district opportunities. The Committee will provide a written report of its findings and recommendations to the Superintendent and Association by June 1.

**ARTICLE 19**  
**Teacher Facilities**

(a) Where the buildings and facilities furnished by the town make it feasible to do so, each school shall be provided with the following:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room to be reserved for an exclusive use of teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
4. Separate teacher dining areas in all schools that already have such areas.
5. Well-lighted and clean restrooms.
6. Parking space.

Decisions by the Superintendent with respect to any of the foregoing facilities may be the subject of a complaint but shall not give rise to an arbitral grievance.

**ARTICLE 20**  
**Evaluation**

- (a) All evaluations of teachers and nurses shall be conducted in accordance with the procedure set forth in the document entitled Wellesley Supervision and Evaluation System.
- (b) Prior to the formal declaration by the primary evaluator that a teacher's rating is "needs improvement" or is "unsatisfactory", a central office administrator of the teacher's choosing shall review observation and evaluation reports, the educator's personnel file, and shall collect additional relevant data, if needed, which shall always include at least one classroom observation, to determine whether the educator needs significant improvement.
- (c) No material derogatory to an educator's conduct, service, character or personality will be placed in his/her personnel file unless the educator has had an opportunity to review the material. The educator will acknowledge that he/she had had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The educator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- (d) Teachers and nurses will have access to all evaluation reports prepared by their evaluators and supervisor and any documents or other sources that serve as a basis for those reports. Teachers and nurses will have the right to discuss such reports with their evaluators and supervisors. Upon request of the teacher, an Association representative shall be permitted access to the member's supervision and evaluation documents, whether electronic or in paper form.
- (e) The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance.
- (f) Nothing in the Wellesley Supervision and Evaluation System shall be construed or implemented so as to impose any obligation upon any educator that exceeds any limitation that may be set forth elsewhere in this collective bargaining agreement or by law. Whenever there may be a conflict between the Wellesley Supervision and Evaluation System and any other portion of this collective bargaining agreement, such other portion shall govern.
- (g) Any complaints and/or grievances with regard to the application of the Wellesley Supervision and Evaluation System may only be processed through Step 4 of the contractual grievance and arbitration procedure (the Committee level) unless the complaint and/or grievance alleges either that one or more criteria for evaluation other



than those set forth in the evaluation instrument were considered in the summative evaluation or that insufficient criteria were considered in the summative evaluation. In either such case, the Association must submit the grievance initially to Step 3 of the contractual grievance procedure within five (5) working days of receiving the evaluation. Where time limits are expressed in Article 21, for Steps 3-5, they shall be condensed in each instance to five (5) working days except legal holidays. Within five (5) working days after the Association's notice of its intention to proceed to arbitration, the parties shall attempt to agree upon an Arbitrator. If agreement cannot be reached, either party may request the American Arbitration Association to appoint an Arbitrator. Such appointment shall be made by the AAA within two (2) week days after the request. Any Arbitrator so agreed upon or appointed must be able to hear the case within twenty (20) days of being selected. Further, the Arbitrator must render his/her decision within five (5) working days after the hearing with or without a written opinion. A written opinion must be issued within thirty (30) days of the hearing. Both parties must be available and willing to try the case within twenty (20) working days of the Arbitrator's appointment. In the event the Committee is unable or unwilling to try the case within twenty (20) working days of the Arbitrator's appointment, the Arbitrator shall have the authority to grant a remedy in any such case that is consistent with applicable legal principles for remedying contract violations. In the event that the Association is unable or unwilling to try the case within twenty (20) working days of the Arbitrator's appointment, the authority of the Arbitrator shall be limited to the reevaluation of the teacher for the applicable time period.

(h) The Superintendent shall not decide to not reappoint any teacher without Professional Teacher Status unless the Superintendent or his/her designee from the Central Administration, not including the primary evaluator of the teacher, has first read all of the evaluations and other material upon which such decision would be based and unless the teacher has been given prior notification of his/her intent and an advance opportunity to discuss the matter with the Superintendent or his/her designee prior to the final decision being made.

(i) As an alternative to the procedure set forth in Article 29 for dismissal of teachers with Professional Teacher Status, the Superintendent may, in his/her discretion, follow the procedure set forth in the Wellesley Supervision and Evaluation System when dismissing a teacher with Professional Teacher Status for failure to meet the district's professional performance standards.

#### Purpose of Educator Evaluation

The parties agree that the primary purposes of evaluation are:

- i) To promote student learning, growth, and achievement by providing educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability;
- ii) To maintain effective teaching and administrative leadership;

- iii) To ensure that the school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels;
- iv) To provide a record of facts and assessment for personnel decisions.

#### Definitions

- A) Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific Performance Standards.
- B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher. For example, guidance counselors, speech and language pathologists, occupational and physical therapists, psychologists, literacy specialists, and content coaches.
- C) Categories of Evidence: Multiple measures of student learning, growth, and achievement; judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice.
- D) Classroom Teacher: Educators who teach PK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- E) District-Determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are locally bargained and comparable across grade or subject level district-wide. These measures may include, but shall not be limited to the following: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
  - i. Direct measures: A direct measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time. Direct measures shall include, but are not limited to criterion referenced or, where applicable, norm references measures, including but not limited to: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
  - ii. Indirect measures: Indirect measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.

- F) Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) Educator Plan: The growth or improvement actions identified as part of each educator's evaluation. The educator's career stage, overall performance rating, and the rating on the impact of student learning, growth and achievement determine the type of plan. There shall be four types of Educator Plans:
  - i) Developing Educator Plan shall mean a plan developed by the educator and the evaluator for one school year or less for an educator without Professional Teacher Status (PTS); or at the discretion of and evaluator, for an educator with PTS in a new assignment.
  - ii) Self-Directed Growth Plan shall mean a plan developed by the educator for one or two school years for educators with PTS who are rated Proficient or Exemplary.
    - (a) For educators whose impact on student learning is either moderate or high, the Educator Plan shall be two years.
    - (b) For educators whose impact on student learning is low, the Educator Plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.
  - iii) Directed Growth Plan shall mean a plan developed by the educator and evaluator of one school year or less for educators with PTS who are rated Needs Improvement.
  - iv) Improvement Plan shall mean a plan developed by the evaluator of at least thirty (30) school days and no more than one (1) school year for educators with PTS who are rated Unsatisfactory with goals specific to improving the educator's unsatisfactory performance.
- H) DESE: The Massachusetts Department of Elementary and Secondary Education
- I) Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (Formative Assessment) and to assess total job effectiveness and make personnel decisions (Summative Evaluation).
- J) Evaluator: Any person designated by the Superintendent who has primary or contributing responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation. Each educator shall have one primary evaluator at any one time responsible for determining performance ratings.
  - i) Primary Evaluator: This person determines the educator's performance ratings and evaluation. The Primary Evaluator is the person responsible for developing the Educator Plan, supervising the educator's progress

- through formative assessments, and evaluating the educator's progress toward attaining the Educator Plan goals.
- ii) **Contributing Evaluator:** In certain circumstances, a contributing evaluator may be called upon as a resource for other teachers during their evaluation process. For example, at the Middle School, a Department Head may serve as the Primary Evaluator, while the Principal may serve as the Contributing Evaluator. If there is a change in the Primary and/or Contributing
  - iii) **Assignment of Primary and Contributing Evaluators:** Educators shall be assigned a primary and contributing evaluator. The parties may agree to assign a different primary and/or contributing evaluator during the school year, the educator will be notified.
  - iv) **Notification:** The educator shall be notified in writing of his or her Primary Evaluator and Contributing Evaluator at the outset of each new evaluation cycle.
- K) **Evaluation Cycle:** A five-component process that all educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan Development; 3) Implementation of the Plan; 4) Formative Assessment / Evaluation; and 5) Summative Evaluation.
- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in an Educator Plan, performance on standards or both. This process may take place at any time during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-Year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining goals set forth in the Educator Plan, performance on Standards and indicators of Effective Teaching Practice, or both.
- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in the educator's plan. A goal may pertain to any or all of the following: educator practice in relation to performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the evaluator, or by teams, departments, or groups of Educators having the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Mid-Year Assessment:** The process used to assess progress towards attaining goals set forth in the Educator Plans, performance on standards, or both. This

- process may take place at any time during the evaluation cycle, but typically takes place at mid-cycle.
- S) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, and student Massachusetts English Proficiency Assessment (MEPA) scores.
  - T) **New Assignment:** An Educator with PTS shall be considered in a new assignment when teaching under a different license.
  - U) **Observation:** A time during a teacher's normal classroom day when an Evaluator is present while the teacher conducts a class or exercises his or her professional duties. An observation is an opportunity to gather information on performance relative to the criteria identified in the Professional Teaching Standards. This data gathering process includes notes and judgments made during the classroom or worksite visit, and may include examination of artifacts of practice including student work. Observations may be announced or unannounced. Classroom or worksite observations conducted pursuant to this Article must result in constructive feedback to the Educator.
    - i) **Announced Observation:** An observation that lasts for a period of time in order to observe a lesson or including transitions between lessons. Feedback for announced observations is provided through formal pre-observation and post-observation conferences.
      - (a) **Pre-Observation Conference:** A conference between an Evaluator and an Educator that may be used to obtain background information in advance of a particular Announced Observation or to receive information about a particular classroom activity that he or she will observe, including the goals for the lesson. This conference may be used by the Educator and Evaluator to collaboratively clarify, refine, and/or elaborate the activities and the goals they are meant to achieve.
      - (b) **Post-Observation Conference:** A conference between an evaluator and educator following an announced observation. The educator and evaluator shall review the goals of the lesson, the outcomes; discuss what the evaluator observed, and what students were learning.
    - ii) **Unannounced Observation:** An observation by the evaluator of approximately ten (10) minutes. Targeted and constructive feedback for an unannounced observation shall take the form of a conversation between the educator and evaluator, after which the educator will complete the self-reflection form, the evaluator will complete the response form, and sign off on the observation cycle. The entire observation cycle should take place within three (3) business days. The timeframe may be extended due

to the unavailability of the educator or evaluator and rescheduled within a reasonable period of time.

(a) Normal supervisory responsibilities of department, building and district administrators will cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the educator, are not observations as defined in this Article.

(b) If the evaluator is actively engaged in note-taking while in the classroom, the visit to the classroom shall be considered an unannounced observation pursuant to this definition and the educator can expect targeted and constructive feedback as described above.

V) Parties: The parties to this agreement are the Wellesley Teachers Association and the School Committee of the Town of Wellesley.

W) Performance Rating: Describes the educator's performance on each performance standard overall. There shall be four performance ratings:

- 1) Exemplary: The educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of Exemplary on a standard indicates that practice significantly exceeds Proficient and could serve as a model of practice on that standard district-wide.
- 2) Proficient: The educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- 3) Needs Improvement: The educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be Unsatisfactory at this time. Improvement is necessary and expected.
- 4) Unsatisfactory: The educator's performance on a standard or overall has not significantly improved following a rating of Needs Improvement, or the educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

X) Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, s 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

Y) Professional Teacher Status: The standard granted to an educator pursuant to M.G.L. c.71, s 41.

Z) Rating of Educator Impact on Student Learning: A rating of high, moderate or low, based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-

- determined measures to arrive at an educator's rating of impact on student learning, growth and achievement.
- AA) **Rating of Overall Educator Performance:** The educator's overall performance rating is based on the evaluator's professional judgment and examination of evidence of the educator's performance against the four (4) Performance Standards and the educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- BB) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate educators on Performance Standards. These rubrics consist of:
- i) Standards: Describe broad categories of professional practice, including those required in 603 CMR 35.03.
  - ii) Indicators: Describe aspects of each standard, including those required in 603 CMR 35.03;
  - iii) Elements: Defines the individual components under each indicator;
  - iv) Descriptors: Describes practice at four levels of performance for each element.
- CC) **Specialized Instructional Support Personnel:** Educators who perform a wide range of activities in schools, including a broad array of prevention and intervention services that promote effective teaching and learning. SISP collaborate with teachers and other school staff to ensure that students receive high quality instruction that is responsive to their diverse academic, social, emotional and mental health needs.
- DD) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The Summative Evaluation includes the evaluator's judgments of the educator's performance against Performance Standards and the educator's attainment of goals set forth in the Educator's Plan.
- EE) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71, s59 and s59A. The Superintendent is responsible for the implementation of 603 CMR 35.00.
- FF) **Teacher:** An educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of

vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or speech pathologists.

GG) Trends in student learning: At least three years of data from the locally bargained district determined measures (DDMs) and state assessments used in determining an Educator's rating for impact on student learning.

HH) Working Group: A Working Group shall be composed of an equal number of members chosen by the Association and by the superintendent (or designee). The working group shall be chaired by the Association president (or designee) and a person designated by the superintendent. The responsibilities of the Working Group are detailed below.

### **Process**

The parties agree to "adapt" the Massachusetts Model System for Educator Evaluation and implement the new system in the following ways:

1. General Provisions
  - a. Should there be a serious disagreement between the Educator and Evaluator regarding an overall summative evaluation of Unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
2. The parties agree to establish a **working group** which shall review the evaluation processes and procedures. This group shall also review and provide guidance on DDMs and ISL definitions annually.
3. Training
  - a. The Association and Superintendent will work together to provide training for the Working Group.
  - b. The Superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE, and the evaluation standards and procedures established in this Agreement.
  - c. The district will provide training on the Educator evaluation model, eleven (11) hours for Evaluators and four (4) hours for Educators.
  - d. All Evaluators, including principals, assistant principals, department heads, and K-12 Directors will receive training from a DESE approved vendor. The trained Evaluators will then provide teachers with four (4) hours of training on the Educator evaluation model.



- e. All Evaluators, including principals, assistant principals, department heads, and K-12 Directors will participate in additional professional development to help support their growth as Evaluators with an emphasis on goal setting and the use of rubrics, and will pilot streamlined approaches to evidence collection during the 2014-2015 school year.
  - f. The district will provide teachers with additional professional development on the Educator evaluation system during the December 1, 2014 In-service Day.
  - g. The district will publish its training schedule which will include the Timeline for Educator Evaluation and Academic Council Calendar through the Superintendent's Bulletin and district website.
4. Educator Evaluation Data Collection
    - a. The district will use a web-based analytic tool, to collect educator evaluation data for each educator.
  5. Using Student Feedback in Educator Evaluation
    - a. The parties agree to implement student feedback surveys during school year 2016-2017. Student survey data will not impact an educator's evaluation. The student surveys and method of distribution will be approved by the Working group prior to implementation.
  6. Using Staff Feedback in Educator Evaluation
    - a. The parties agree to implement staff feedback surveys during school year 2016-2017. Staff survey data will not impact an educator's evaluation. The staff surveys and method of distribution will be approved by the Working group prior to implementation.
  7. Transition from Existing Evaluation System
    - a. The parties agree that 50% or more of the educators in the district will be evaluated during the 2014-2015 school year under the guidelines set forth in this Agreement.
    - b. Educators who are on cycle for the 2014-2015 school year include all teachers who have not yet attained professional teacher status; teachers evaluated in the 2013-2014 school year with an overall rating of "Satisfactory with Concerns" and all staff who were on Year 4 (Professional Development) under the previous evaluation system.
    - c. Educators who are not on cycle during the 2014-2015 school year will participate in professional development and begin working on student learning goals and professional practice goals in anticipation of being placed on cycle during the 2015-2016 school year.
    - d. An Educator will not be rated on his or her Impact on Student Learning (ISL) until the Educator, together with his or her Evaluators, have piloted

at least two DDMs for two academic years and the Educator and Evaluator have established valid criteria for assessing ISL.

## **DATA SOURCES**

In order to insure a comprehensive understanding of the teacher's work, the supervisor will use a variety of data sources. The supervisor's analysis of such data will be communicated to the teacher in writing, including using

1. Visitations – The supervisor will observe the teacher during his or her classes or during the providing of services, as appropriate.
2. Student Work or Written Teacher Work – The supervisor will review other aspects of instruction which may include digital written teacher work; student tests; student work, lesson/unit plans; handouts and assignment sheets, unit evaluations written by the teacher, and, after consultation with the teacher, records of student grades.
3. Interactions with Others – The supervisor will review information about the teacher's interactions with students, parents, colleagues, administrators, and, where appropriate, members of the community. No information will be included in an evaluation unless substantiated and based on the supervisor's own observations, documentation, and/or reasonable investigation conducted with the knowledge of the teacher.
4. Activities – The Supervisor will review the teacher's professional development and participation in faculty activities within the school. A record of school activities may be noted in the evaluation reports.
5. Data provided by the teacher – At the discretion of the teacher, he/she may provide supervisors with additional non-classroom information that can be documented to be included in the end-of-year evaluation report.
6. Structured Conferences – The supervisor may meet with the teacher to share, gather, and/or analyze information and ideas about the teacher's professional work, particularly when the indicators of effective teaching are not readily observable during classroom instruction.
7. At least two (2) measures of student learning growth – One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, but such assessment shall not be the sole basis for an evaluation rating.

## **RUBRICS**

1. Classroom Teachers: Teachers shall use a rubric that blends the Massachusetts Model Rubric's framework language with descriptive language

from Dr. Kim Marshall's rubric. The Wellesley Educator Evaluation Design Team chose the Marshall language during the first Pilot Year of the new Evaluation System. This "hybrid rubric" will help to ground teachers in observable practices and to guide post-observation discussions and reflections while providing clarity when communicating with other districts and with the Massachusetts Department of Elementary and Secondary Education about standards, indicators, elements, and performance.

2. "Specialized Instructional Support Personnel" (SISP): Unless otherwise specified in this document, SISPs will use the appropriate model SISP rubric from the Department of Elementary and Secondary Education.
3. Caseload educators: Unless otherwise specified in this document, Caseload Educators will use the model SISP rubric from the Department of Elementary and Secondary Education.
4. Nurses will use the "School Nurses Adaption" of the model SISP rubric.

## EVALUATION CYCLE

The parties agree to utilize a 5-Step Evaluation Cycle that includes Self-Assessment, Analysis/Goal Setting/Plan Development, Implementation of Plan, Formative Assessment/Evaluation, and Summative Assessment.

1. **Training:** The district shall provide training for all Educators and Evaluators that does the following:
  - a. Outlines the components of the new evaluation process
  - b. Explains the evaluation cycle
  - c. Instructs how to draft goals and Educator plans
  - d. Teaches how to use the web-based analytic tool
  - e. Instructs how to collect, report and utilize data from DDMs.

The Working Group will make recommendations regarding the most effective means of providing this training.

2. **Self-Assessment:** By September 30th, an Educator will complete a self-assessment using the appropriate rubric and the Self-Assessment Form.
3. **Educator Goal Setting and Plan Development:** By November 1, an Educator and Evaluator will use the appropriate rubric to set a minimum of one (1) Professional Practice Goal and one Student Learning Goal in order to develop an Educator Growth Plan. Goals should align with school, department, or district goals. The Educator and Evaluator should also develop a set of actions the Educator will take in pursuit of their Student Learning Goal(s) and Professional Practice Goal(s). It is expected that the Educator Goal Setting and Plan Development process addresses the analysis of student

learning, growth and achievement of the students under the Educator's responsibility. Educators shall record their goals and proposed actions on the Educator Goal-Setting and Plan Development form.

**4. Observations:**

a. Evaluators will conduct a minimum of six (6) observations of each Educator being evaluated. Observations should last approximately ten (10) minutes. At least two observations for Non-Professional Status Educators will take place before December 1<sup>st</sup>. If an educator works more than half a year, a minimum of 6 observations per cycle are conducted. If an educator works less than half of the year, a minimum of 2 observations per year are conducted.

- b. Within two (2) school days after each observation, the Educator and Evaluator will engage in a conversation that focuses on what students were learning and doing, which standards in the rubric the lesson corresponded with, how the Educator is progressing towards goals set forth in the Educator's Plan and next steps for growth.
- c. Within two (2) school days of the post-observation conversation, the Educator will complete the Post Observation Form to document the conversation.
- d. Within two (2) school days of the Educator completing the Post Observation Form, the Evaluator will review the comments from the Educator. The Evaluator must acknowledge his/her review on the form. The Evaluator may also provide additional comments and recommendation for growth using the Post Observation Form (Appendix F). If the Evaluator makes additional comments, he or she must notify the Educator via email.
- e. An Educator may respond separately in writing to an Evaluator's comments in the Post Observation form. An Educator should make such response within five (5) school days of being notified of the additional comments.
- f. In order to promote candor in the Post Observation Dialogues, access to a Post Observation Form shall be limited to the Primary Evaluator, except in the case where a Contributing Evaluator conducted the observation. In the case where a Contributing Evaluator conducted the observation, that Evaluator may only view the Post Observation Forms created by the Educator and the Contributing Evaluator.

**1. Formative Assessment**

**a. MID-CYCLE REPORT:**

- i. For all Non-PTS staff and for PTS staff whose performance rating is Needs Improvement or Unsatisfactory, and who are not demonstrating growth towards goals, the evaluator will provide a mid-year report using the Mid-Cycle Progress Form by January 15 (Appendix G). The Educator may respond in writing to the Formative Assessment within five (5) days of receiving the Formative Assessment.

- ii. For **PTS staff** on a Directed Growth Plan or a 1-year Self-directed Growth Plan, the Evaluator will provide a mid-year report using the Mid-Cycle Progress Form by January 15 (Appendix G). The Educator may respond in writing to the Formative Assessment within five (5) days of receiving the Formative Assessment.
- iii. For all PTS staff on a 2-year Self-Directed Growth Plan, the Evaluator will provide a Mid-cycle Progress Report to the Educator by June 1.

## **2. Summative Assessment**

- a. **SUMMATIVE EVALUATION REPORT:** All participating staff will receive an end-of cycle report using the Summative Evaluation Report. The Summative Evaluation Report will include progress toward student learning goals, progress toward professional practice goals, and a rating on each standard. The professional judgment of the primary evaluator shall determine the overall summative rating that the educator receives.
- b. Educators rated “Proficient” or “Exemplary” in Standards 1 and 2 may be eligible for a summative rating of “Proficient”. Educators rated “Needs Improvement” or “Unsatisfactory” will receive an overall summative rating of “Needs Improvement” or “Unsatisfactory”. The Summative Evaluation Report shall recognize areas of strength as well as identify recommendations for professional growth.
- c. For an Educator on a Developing Educator Plan, a Directed Growth Plan or an Improvement Plan, the Evaluator shall deliver the Summative Evaluation by May 1.
- d. For an Educator on a Self-Directed Growth Plan, the Evaluator shall deliver the Summative Evaluation Report by June 15.
- e. The Educator shall sign the Summative Evaluation Report within two (2) school days of delivery and shall have the right to respond in writing within five (5) days of delivery. The signature indicates that the Educator received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- f. A copy of the signed Summative Evaluation Report shall be placed in the Educator’s personnel file.

## **3. Impact of Summative Rating on Educator Plans**

- a. For an Educator with professional status whose overall performance rating is exemplary or proficient and whose impact on student learning

is moderate or high, the Educator shall follow a two year Self-Directed Growth Plan.

- b. For an Educator with professional status whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Educator shall follow a one-year Directed Growth Plan.
- c. For an Educator with professional status whose overall performance is unsatisfactory, that Educator shall follow an Improvement Plan.

#### **4. Improvement Plan**

- a. An Improvement Plan is for those Educators with PTS whose overall rating is Unsatisfactory.
- b. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as Unsatisfactory on an Improvement Plan for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but no less than thirty (30) school days and no more than one (1) year.
- c. Within ten (10) school days after the decision to place an Educator on an Improvement Plan, the Educator, Evaluator, and a representative from the Wellesley Teachers' Association will meet to discuss the development of an Improvement Plan.
- d. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- e. The Improvement Plan shall:
  - i. Define the improvement goals directly related to the Performance Standard(s) and/or student learning outcomes that must be improved;
  - ii. Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii. Describe the assistance that the district will make available to the Educator;
  - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle Formative Assessment report of the relevant standard(s) and indicator(s);

- vi. Identify the individuals assigned to assist the Educator which must include minimally the Primary Evaluator;
  - vii. Include the signatures of the Educator and Primary Evaluator.
- f. A copy of the signed Plan shall be provided to the Educator and the Association. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- g. In the event that the Educator and the Evaluator do not mutually agree on the Plan, it will be referred to the Superintendent or designee. The Superintendent or designee and the President of the Association or designee shall meet within ten (10) school days to attempt to resolve the disagreement. In the event they are unable to resolve the disagreement, the Superintendent or designee shall resolve the disagreement, and his decision will be final.
- h. The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. Decision on the Educator's status at the conclusion of the Improvement Plan. All determinations must be made no later than May 1. One of three decisions must be made at the conclusion of the Improvement Plan:
  - 1. If the Evaluator determines that the Educator has improved his or her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
  - 2. In those cases where the Educator was placed on an Improvement Plan as a result of his or her Summative Rating at the end of his or her Directed or Self-Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
  - 3. In those cases where the Educator was placed on an Improvement Plan as a result of his or her Summative Rating at the end of his or her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.
  - 4. If the Evaluator determines that the Educator's practice remains at the level of Unsatisfactory, the Evaluator

shall recommend to the Superintendent that the Educator be dismissed.

### **Rating of Educator Impact on Student Learning (ISL)**

In the event that the state no longer mandates the use of impact of student learning growth, or achievement in the educator evaluation system, the Wellesley Public Schools will no longer include “impact on Student Learning” in the Wellesley Supervision and Evaluation System.

1. Basis of the Impact on Student Learning Rating
  - a. The following student performance measures will be the basis for determining an Educator’s impact on student learning, growth, and achievement.
    - i. Statewide growth measure(s): Where available, statewide growth measures must be selected each year as one of the measures used to determine the Educator’s ISL.
    - ii. District-Determined Measures (DDMs) of student learning, growth, or achievement.
2. Identifying and Selecting District-Determined Measures
  - a. The Working Group representing teachers and administrators shall review and approve DDMs.
  - b. The Working Group shall be co-chaired by the president of the bargaining unit or his/her designee and the Superintendent or his/her designee.
  - c. The parties shall endeavor to provide, to the extent practicable, representation of Educators from a variety of grade levels and disciplines.
  - d. The Working Group shall be composed of an equal number of members chosen by the Association (or designee) and by the superintendent (or designee).
  - e. Working Group shall:
    - i. Review and approve assessments and other measures recommended by Educators and administrators from across the district for adoption as DDMs.
    - ii. Request additional information about an assessment or other measure recommended for adoption as a DDM.
    - iii. Make recommendations to an Administrator or Educator for the modification of an assessment or other measure to make the measure more suitable as a DDM. At the request of an Administrator or Educator who proposed the DDM, the Working Group will meet with that Administrator or Educator to discuss the DDM.
  - f. Evaluators shall:



- i. Submit at least two (2) measures of student learning, growth, or achievement for each Educator based on recommendations from Educators with expertise in the content area. The same measures can be used for multiple Educators, especially if the measures have been developed by a PLC or similar collaborative work group.
  - ii. Integrate feedback from and respond to requests for additional information from the Working Group.
  - iii. Collect feedback from Educators regarding the effectiveness of the selected DDMs.
  - iv. Work with Educators with expertise in the content area to make modifications to or propose alternative DDMs as necessary.
- g. DDM Selection Criteria
  - i. DDMs must meet the definition of direct or indirect measures as defined above.
    - 1. For all classroom Educators, at least one measure in each year that will be used to determine an Educator's ISL must be a direct measure.
    - 2. Other measures may be direct or indirect.
  - ii. DDMs must be comparable across grade, course level or subject level district-wide, as appropriate.
  - iii. DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes high, moderate, and low student growth.
  - iv. DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks, when possible.
- h. Process for Selecting DDMs
  - i. The DDMs Working Group shall provide a written recommendation to the school committee and local association by the Fall of 2016 which identifies at least two (2) DDMs for each educator. After three (3) years of data for a DDM, the DDM, in combination with professional judgment, can be used to determine each Educator's ISL Rating.
  - ii. The school committee and the local association shall ratify the DDM list or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under G.L. c. 71, sec. 38.

- iii. Educators must be informed of the DDMs that will be used to determine their Student Impact Ratings no later than September 30th. Educators may elect to use DDMs as a measure for the student learning and/or professional practice goal. The parties agree to implement staff and student feedback surveys during school year 2016-2017. Staff and student survey data will not impact an educator's evaluation. The staff and student surveys and method of distribution will be approved by the Working Group prior to implementation.
    - iv. To ensure the effective implementation of DDMs, the superintendent (or designee), with input from the Working Group and the Professional Development Committee, shall arrange professional development for all Educators, principals, and other Evaluators that includes the following:
      - 1. Overview and selection process
      - 2. Implementation plan
      - 3. Administration and evaluating
      - 4. Impact on Student Learning Rating
      - 5. Student roster attribution
  - i. Process for Reviewing DDMs
    - i. Annually, Evaluators and Educators will submit to the Working Group a brief update on the DDMs being used. This update shall include an assessment of the effectiveness of the DDM and any requested modifications. The update may be submitted jointly or separately by the Evaluator and Educator.
    - ii. During the year, as needed, an Evaluator and/or Educator may request feedback from the Working Group on a DDM. Substantial modification to a DDM or replacement of a DDM must follow the ratification procedures in h., above.

### 3. Defining ISL Ratings

- a. In order to create a valid definition of high, moderate and low student growth, the district will pilot DDMs for a period of three (3) years and gather data on those DDMs.
- b. In April of the third year of the pilot, Administrators and Educators will use this data to recommend definitions of high, moderate and low student growth to the Working Group for the specific DDMs.
- c. The Working Group shall:
  - i. Review the definitions of high, moderate and low growth.
  - ii. Request additional information about a definition as necessary.
  - iii. Make recommendations to an Administrator or Educator for the modification of a definition. At the request of an Administrator or

Educator who proposed the definitions, the Working Group will meet with that Administrator or Educator to discuss the DDM.

- d. The DDMs Working Group shall provide a written recommendation to the school committee and local association by Fall 2016 for the definitions of high, moderate and low student growth.
- e. The school committee and the local association shall ratify the definitions or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under G.L. c. 71, sec. 38.

#### 4. Determining Educator ISL for Each DDM

- a. The Evaluator will meet with the Educator annually to conduct a collaborative conversation about the Educator's student outcomes on the DDMs administered in the previous year. For each DDM, the Evaluator and the Educator will exercise their professional judgment in discussing how the outcomes in student assessments are affected by contextual factors including, but not limited to, the learning challenges presented by the students and the learning environment. Based on their discussions, they will determine together whether, in general, the Educator's students achieved high, moderate or low growth in comparison to the growth expectations for the specific DDM. Based on this conversation, as part of the continuous learning cycle for the Educator, the Evaluator may recommend that the Educator continue using current instructional approaches, materials and/or pacing, or suggest modifications or changes to them. Educators shall have an opportunity to review and confirm the roster of students whose outcomes will be used in the determination of their ISL for each DDM.
  - i. For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1<sup>st</sup> or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an Educator's impact on student growth.
  - ii. For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an Educator's impact on student growth.

- iii. DDM results from students who are not present for instruction or education services for at least ninety (90%) percent of the allotted instructional or service time shall not be used in the determination of an Educator's impact on student growth.
  - b. Following the conversation outlined in 4a., above, the Evaluator shall use his/her professional judgment to determine whether an Educator meets the definitions for having a high, moderate, or low impact on student learning. The Evaluator will consider the determinations of student growth that resulted from the annual conversations held pursuant to section 4a above (high, moderate, or low) from at least two measure relative to at least three years of data and will apply professional judgment to those determinations in order to designate the Educator's ISL. The Evaluator's professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students and the environment.
  - c. Before making a final determination that an Educators' ISL rating is low, the Evaluator shall refer the matter to the Working Group for review. The Working Group shall then make recommendations regarding that Educator's ISL Rating for consideration by the Evaluator.
  - d. The Evaluator shall meet with the Educator rated low to discuss the ISL Rating. The Evaluator may meet with the Educator rated moderate or high to discuss the ISL Rating, if either the Educator or the Evaluator requests such a meeting.
- 5. Intersection between the Summative Performance Rating and the ISL Rating
  - a. An Educator's Summative Performance Rating is a rating of Educator practice and remains independent from the Educator's ISL Rating, which is a rating of impact on student learning, growth, and achievement.
    - i. Rating of Overall Educator Performance: The Educator's Overall Performance Rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan.
    - ii. Results from DDMs and the ISL Rating are used to inform the Educator's Self-Assessment, to develop a professional practice goal or student learning goal and the resulting Educator Plan.
    - iii. Educators may elect to use DDMs as a measure for the student learning and/or professional practice goal.
    - iv. Neither the Educator's professional practice goal nor the student learning goal shall be expressed in numerical terms or in terms of any test score or growth score.

- b. Educators with PTS whose Summative Performance Rating is exemplary and whose ISL Rating is moderate or high shall be placed on a two-year self-directed growth plan and may be recognized in a manner that has been collectively bargained between the Association and the Committee.
- c. Educators with PTS whose Summative Performance Rating is proficient and whose ISL Rating is moderate or high shall be placed on a two-year self-directed growth plan and may be recognized in a manner that has been collectively bargained between the Association and the Committee.
- d. Educators with PTS whose Summative Performance Rating is exemplary and whose ISL Rating is low shall be placed on a one-year self-directed growth plan.
  - i. In such cases, the Evaluator's supervisor shall discuss and review the ISL Rating with the Evaluator and the supervisor shall confirm or revise the Educator's ISL Rating. In cases where the superintendent serves as the Evaluator, the superintendent's decision on the rating shall not be subject to review.
  - ii. The Educator and the Evaluator shall analyze the discrepancy between the Summative Performance Rating and Student Impact Rating to seek to determine the cause of the discrepancy.
  - iii. The Educator Plan may include a goal related to examining elements of practice that may be contributing to low impact.
- e. Evaluators shall use evidence of Educator performance and impact on student learning, growth, and achievement in the goal setting and Educator plan development processes, based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

## **ARTICLE 21**

### **Grievance and Arbitration Procedure**

(a) A complaint is an employee's expression of dissatisfaction with aspects of his/her employment or working conditions which are outside his/her control and which are addressed to his/her immediate superior (i.e., his/her principal if employed in an elementary school, his/her department head if employed in a secondary school, and, for other personnel, the appropriate director or coordinator, as the case may be). The complaining employee may, at his/her option, be accompanied by a member of the Professional Rights and Responsibilities Committee (hereafter called the P.R.&R. Committee) of the Association while discussing his/her complaint. All parties involved will make a sincere effort to resolve the complaint as expeditiously as possible.

(b) A grievance is a written statement of dissatisfaction by an employee or a group of employees of the Association with employment or working conditions which has not been resolved at the complaint stage or a claim of the Association made in its own behalf

or in behalf of all or a portion of its membership which involves the interpretation or application of some provision of this Agreement.

(c) An employee or group of employees wishing to institute a formal grievance must so notify the P.R.&R. Committee on one of its forms developed for that purpose. Thereafter it shall be the responsibility of the P.R.&R. Committee to advise the aggrieved employees on their grievances and to aid them in the formal drafting of their grievances. It shall be the responsibility of the P.R.&R. Committee to process grievances through all of the steps of the grievance procedure, to receive and process all correspondence and replies regarding pending grievances and to inform aggrieved employees of the status of their grievances at each step of the procedure. The formal grievances submitted by the P.R.&R. Committee shall be on the form attached hereto as Appendix E.

(d) The procedure to be followed in instituting and processing grievances shall be as follows:

**Step 1.** Within twenty (20) school days from the occurrence of the event giving rise to the grievance or of the time the grievant(s) or Association first knew or had reason to know of such event, whichever occurs later, the written grievance form shall be submitted to the immediate supervisor of the employee(s). Within ten (10) school days after the institution of the grievance, the immediate superior shall arrange a meeting with the appropriate P.R.&R. Committee representative to discuss the grievance and provide his/her written answer to the grievance on the grievance form.

**Step 2.** If the grievance is not resolved at Step 1 then, within ten (10) school days after the Step 1 answer, it may be referred to the next level of supervision which shall be the school principal in the case of a grievance involving employees in the secondary schools and the Superintendent in all other cases, in which case the grievance shall immediately proceed to Step 3. The supervisor shall arrange a meeting with the appropriate P.R.&R. Committee representative and provide a written answer to the grievance within ten (10) school days after it is referred to him/her.

**Step 3.** If the grievance is not resolved at Step 2 then, within ten (10) school days after the Step 2 answer, it may be referred to the Superintendent. Grievances filed by the Association in its own behalf or in behalf of all or a portion of its membership involving the interpretation or application of some provision of this Agreement shall be instituted at this level. The Superintendent shall arrange a meeting with the appropriate P.R.&R. Committee representative and provide a written answer to the grievance within ten (10) school days after it is referred to him/her.

**Step 4.** If the grievance is still unresolved after the Step 3 answer then, within ten (10) school days after the Superintendent's answer, it may be referred to the Committee. The Committee shall both arrange a meeting with the P.R.&R. Committee and provide its written answer to the grievance within fifteen (15) school days after its referral to the fourth step.

**Step 5.** If the School Committee's answer does not resolve the grievance, then within twenty (20) school days thereafter, the Executive Board of the Association, acting with advice from the P.R.&R. Committee, may submit the grievance to the American Arbitration Association for the selection of an arbitrator and the arbitration of the grievance under its then current rules. No employee shall have the right to require

arbitration, that right being reserved to the Association. The decision of the arbitrator shall be final and binding upon the parties, unless contrary to law. However, he/she shall have no authority to change, alter, add to or detract from the terms of this Agreement. The costs of the Arbitration proceeding shall be shared equally between the parties but each party shall bear the expense of preparing and presenting its own case.

(e) The grievance as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

(f) Any of the time limits provided for herein may be waived or extended by the mutual agreement of the parties.

(g) The aggrieved employee shall have the option of whether or not to attend or participate in any of the meetings concerning his/her grievance.

(h) The Committee or the Superintendent's office or the principal or other immediate superior involved in any grievance shall make available, upon request, any records that are pertinent to any pending grievance or arbitration proceeding.

(i) Employees required to attend grievance meetings or arbitration cases scheduled during school hours shall be released from their regular duties for such attendance without loss of compensation.

(j) In any case in which the later of the occurrence of the event giving rise to the grievance or the time as of which the grievant(s) or Association first knew or had reason to know of such event occurs within twenty (20) school days of the end of the school year, the time limits specified in Section 4 of this Article shall be measured in terms of business days rather than school days. A business day is defined as any day on which the central office is open for school business.

## **ARTICLE 22**

### **Professional Discussions**

In recognition of the professional standing of teachers and nurses and the fact that teachers' and nurses' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of the Wellesley School System, and in recognition of the Association's knowledge of the ideas and opinions of teachers and nurses, the Committee agrees that not more frequently than once every three (3) months for a duration of no longer than three (3) hours, it or its designated representative, will, upon request of the Association, meet at a reasonable time and place with a representative of the Association to discuss matters of concern or interest to the Association. The Association agrees that at least one (1) week before the date scheduled for said discussion, the Association will submit to the Superintendent of Schools a written agenda

of subject which it desires to discuss with the Committee at that meeting and the discussion will be confined to subjects on that agenda.

It is further agreed that the provisions of this Article will not be construed as broadening the scope of other Articles of this Agreement, including but not limited to Article 25, or as broadening the application of this Agreement as a whole, and these provisions will not make any matter a grievance that would not be a grievance in their absence nor make any matter a mandatory subject of discussion at any time other than at the meetings described in this Article if the subject would not be a mandatory subject of discussion in the absence of the provisions of this Article.

### **ARTICLE 23** **Protection**

(a) The Committee agrees to extend to teachers and nurses the liability insurance protection currently in effect for the Committee which provides "Wrongful Acts" liability insurance in an amount up to \$1,000,000 for each loss.

(b) Teachers and nurses covered by this Agreement shall be provided an opportunity to join the Town of Wellesley Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for teachers and nurses and retired teachers and nurses, and their eligible dependents, on a 50% contributory basis. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the Town of Wellesley and the insurance carrier.

(c) Nurses shall be covered by malpractice insurance in the amount of \$1,000,000 which shall be paid on behalf of the registered nurses for all sums which they shall have legally been obligated to pay as damages arising out of the performance of professional services rendered or which should have been rendered during the policy period; coverage is subject to the terms and conditions of the contract between the Town of Wellesley and the insurance carrier. The premiums for this coverage shall be paid by the Wellesley School Department.

(d) If Massachusetts law governing health insurance which may be extended by municipalities to their employees (e.g. M.G.L. ch. 32B) is amended to permit coverage of domestic partners other than spouses, or if Massachusetts law is changed to permit such coverage if adopted by an appropriate municipal authority, the Committee will reopen negotiations with the Association to discuss health insurance coverage for domestic partners.

(e) The Committee will establish a medical care account plan program for employees covered by this agreement and shall deduct, at the request of an employee, the maximum allowable by law on a pretax basis. The parties shall negotiate the specifics of the plan administration within the parameters of applicable law.



(f) School Committee will endorse, and seek Town agreement on, a plan to offer debit card access to employee Flexible Spending Accounts, with the administrative fee for this service (estimated to be \$1/employee/month) being paid by the employee. If the Town declines, the School Committee will not be in violation of the agreement by not offering a debit card for FSA expenses.

#### **ARTICLE 24**

##### **Legislation**

Should any of the terms and conditions of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement. Within thirty (30) days after such legislation is enacted, the parties will meet in order to determine the impact of the legislation on specific provisions of this Agreement, and to negotiate such impact.

#### **ARTICLE 25**

##### **Effect of Agreement**

(a) This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

(b) Before the Committee adopts any change in policy which will have an impact on wages, hours, or other terms and conditions of employment of teachers or nurses, it will notify the Association in writing that it is considering such a change. The Association will have the right to discuss such change and to negotiate the impact of such change in policy on wages, hours, or terms and conditions of employment with the Committee, provided it request such a discussion and/or negotiation within seven (7) days after receipt of said notice. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

(c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(e) Where this Agreement requires the appropriation of funds on the part of the Committee to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations. The Committee will advocate and support such requests for appropriations as may be necessary to fund this Agreement to the maximum extent required by law.

**ARTICLE 26**  
**Copies of Agreement**

The Committee shall arrange for the printing of this Agreement in booklet form and distribute copies to teachers and nurses. The cost of printing will be shared equally by the two parties.

**ARTICLE 27**  
**Termination of Employment**

Teachers will be expected to provide at least thirty (30) days written notice of their resignation.

**ARTICLE 28**  
**Agency Service Fee**

Effective on the thirtieth (30th) day following the commencement of his/her employment, any teacher who was hired after December 15, 1988 shall either become and remain a member in good standing of the Association or shall pay an agency service fee to the Association. Any teacher who was a member of the Association as of December 15, 1988 shall either remain a member in good standing or pay an agency service fee to the Association. Any teacher who was not a member of the Association as of December 15, 1988 shall have no such obligation. Further, any such teacher shall have no such obligation if he/she transfers to the Unit B bargaining unit. The agency service fee shall be equal to the amount that is required to become and remain a member in good standing of the Association and the state and national organizations with which it is affiliated subject to the establishment of a rebate procedure, as set forth in Chapter 150E, Section 12 of the Massachusetts General Laws, for that part of the said amount that represents a pro rata share of the expenditures by the Association and its state and national affiliates for:

1. Contributions to political candidates or to political committees that are formed for a candidate or political party;
2. Publicizing of an organizational preference for a candidate for political office;
3. Efforts to enact, defeat, repeal or amend legislation that is unrelated to the wages, hours, standards of productivity and performance and other terms and conditions of employment and the welfare or working environment of public school teachers, nurses and/or administrators;
4. Contributions to charitable, religious or ideological causes that are not germane to the Association's duty as an exclusive bargaining agent; or
5. Benefits which are not germane to the governance or duties of the Association or the state and national organizations with which it is affiliated and which are available only to members of the Association.

The agency service fee may be deducted from the salaries of the teachers from whom it is due pursuant to the same procedure that is set forth in Article 14 Section (a) 1-5 of this Agreement.

The sole method available for the collection of delinquent agency service fees shall be by civil litigation that shall be the sole responsibility of the Association. No teacher may be discharged or disciplined for failure to pay an agency service fee.

The Association shall indemnify the School Committee for any liability, exclusive of attorneys' fees and related costs, which incurs as a result of having entered into or administering this agency service fee agreement.

## **ARTICLE 29**

### **Dismissal or Suspension of Teachers with Professional Teacher Status**

The School Committee recognizes that teachers with Professional Teacher Status (PTS) are protected by state law from dismissal or suspension without just cause. The purpose of this Article is to inform teachers of those rights and not to create additional ones. The following constitutes a summary of those rights:

(a) No teacher with PTS shall be dismissed except for inefficiency, incompetence, incapacity, conduct unbecoming a teacher, insubordination or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to M.G.L. c. 71, sec. 38, or for other just cause. Consistent with the provisions of Article 2(a) of this Agreement, any Unit A member who is not subject to the review and procedures of M.G.L. c. 71, Sec. 42 shall be allowed to seek review and resolutions of a suspension or dismissal according to the provisions of Article 21, Grievance and Arbitration Procedure.

The following procedures and/or standards must be followed in the case of the dismissal of a teacher with PTS:

1. The teacher must be furnished with written notice of intent to dismiss. Such notice must be accompanied by an explanation of the grounds for dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal.
  2. The teacher, if s/he so requests, shall be given a reasonable opportunity within ten (10) school days after receiving such written notice to review the decision with the principal or the superintendent, as the case may be, and to present information pertaining to the bases for the decision and to the teacher's status.
  3. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent.
- (b) No teacher shall be suspended unless the following procedures are followed:
1. The teacher shall be given at least seven (7) school days written notice of the intent to suspend and the grounds upon which the suspension is to be imposed. However, the superintendent may, for good cause, suspend the teacher immediately in which case the teacher shall be given written notice of and the cause for the suspension at the time it is imposed.

2. The teacher shall be entitled to review the decision to suspend with the superintendent or principal if said decision to suspend was made by the principal, to be represented by counsel at such meetings, and to provide information pertinent to the decision and to the teacher's status.

3. The teacher may not be interrogated prior to any notice being given to him/her relative to a hearing on his/her suspension unless s/he is notified of her/his right to be represented by counsel during any such interrogation or investigation; and

4. No such suspension without pay shall be for a period exceeding one month except with the consent of the teacher.

(c) Any teacher with PTS may seek review of a dismissal decision within thirty (30) days after receiving notice of dismissal by filing a petition for arbitration with the Commissioner of Education of the Commonwealth of Massachusetts. Any teacher may seek review of suspension in the same manner. Such review and procedures shall be in accordance with M.G.L. c. 71, Sec. 42.

This Article is not subject to the grievance and arbitration provisions of this Agreement.

### **ARTICLE 30** **Release Time For WTA President**

The Wellesley Teachers' Association President shall be granted 1/5 release time at a cost to the Association equal to 1/5 of the President's salary for that year. If the Wellesley Teachers' Association President is an elementary classroom teacher or special educator, he/she shall be given a half-time teaching/clerical assistant paid by the Association at that year's Step 5 Teaching Assistant rate, prorated. The elementary teacher shall continue to provide the classroom instruction.

In addition, if the President of the Association is a secondary school teacher, he/she will neither be assigned a home room nor be assigned to any supervisory duties such as, for example, cafeteria duty or study halls. If the President of the Association is an elementary school teacher, he/she and his/her principal or other immediate supervisor shall agree upon a similar release arrangement. Any such release arrangement shall be without cost to the School Committee and shall not impede the delivery of program.

**ARTICLE 31**  
**Duration of Agreement**

This Agreement shall be effective as of July 1, 2016 and shall continue in full force and effect until midnight June 30, 2019 and shall then terminate unless extended by the parties hereto. Negotiations to amend this Agreement may be initiated at any time by mutual consent of the parties. Either party may open negotiations for a successor Agreement at any time in the 2018-2019 school year by sending a written notice of such intention to the other party.

For the Wellesley Teachers' Association

Justine President  
David Goggin Chair  
Helen Sharpe  
Rita Bone  
Connel Hart  
Jonie Neky  
Julianne West

For the Wellesley School Committee

Don  
Matthew Kelly  
W. P. O.  
Chris O'Brien  
William J. O.

## **APPENDIX A**

### **POSITIONS/STIPENDS**

In order to establish greater equity and transparency in the establishing and awarding of stipends, the Association and the Committee agree to the following:

1. A Stipend Review Committee consisting of representatives from the Association and the Administration will meet to review current stipends and make recommendations for the revision of current stipends and establishment of new stipends.

The Stipend Review Committee will meet twice annually, in October and April.

2. In reviewing and recommending stipends, the Stipend Review Committee will collect data to determine:

- a) the relationship of each position or activity to the vision, mission, goals of the school and school system;
- b) the nature and purpose of the position or activity and its benefit to students and staff;
- c) the number of student participants
- d) and the time commitment, including but not limited to student contact time.

3. The Stipend Review Committee will also solicit proposals from staff for new stipended positions.

4. The Stipend Review Committee may recommend that the district reallocate existing monies to new stipends. The Stipend Committee may also recommend proposals for adjustments to existing stipends or create new stipended positions. Recommendations to the existing stipend schedules will be submitted by the Stipend Review Committee to the Association and the School Committee for approval and inclusion in a successor collective bargaining agreement ("CBA") or an interim memorandum of agreement ("MOA") between the parties if the changes are recommended in the middle of a period of time covered by an existing CBA.

5. The Stipend Review Committee shall submit its recommendations for changes to the stipend schedule to the School Committee in time for its budget planning for the following fiscal year.

6. Athletic stipends will be paid in three (3) installments during the season, with the exception of part-time supervisors who will be paid the stipend as a lump sum at the end of the season. All other Appendix A stipends for which the appointments were made prior to the beginning of the school year will be paid in even monthly installments in the first paycheck of each month from October to June. In the case of an appointment that occurs after September, monthly payments will begin in the first paycheck of the month following the date of appointment and continue until June.

7. Staff must report to his or her building principal the dissolution or termination of a club or activity for which a member would receive a stipend.

## APPENDIX A POSITIONS/STIPENDS

### ELEMENTARY SCHOOLS

STIPEND	PROGRAM	NUMBER	FY17	FY18	FY19
Academic Support	30 hour program	(9)	\$850	\$867	\$884
	45 hour program	(5)	\$1,275	\$1,300	\$1,327
	60 hour program	(3)	\$1,700	\$1,734	\$1,769
After School Enrichment	30 hour program	(8)	\$850	\$867	\$884
METCO Late Day Supervision	20 hour program	(12)	\$500	\$510	\$520
Grade Level Leaders		(6)	\$1,191	\$1,215	\$1,239
Team Leaders		(6)	\$1,191	\$1,215	\$1,239

### WELLESLEY

#### MIDDLE SCHOOL

	FY17	FY18	FY19
Musical 1	\$2,383	\$2,430	\$2,479
Musical 2	\$2,383	\$2,430	\$2,479
Drama Play	\$2,383	\$2,430	\$2,479
Sound & Light Auditorium Manager	\$1,191	\$1,215	\$1,239
Competitive Drama	\$4,891	\$4,989	\$5,088
Bus (morning)	\$2,066	\$2,107	\$2,149
Bus (morning)	\$2,066	\$2,107	\$2,149
Bus (afternoon)	\$1,191	\$1,215	\$1,239
Bus (late)	\$1,191	\$1,215	\$1,239
Building (late)	\$2,383	\$2,430	\$2,479
Cafeteria (morning)	\$2,383	\$2,430	\$2,479
Cafeteria (morning)	\$2,489	\$2,539	\$2,589
Gym (morning)	\$2,489	\$2,539	\$2,589
School supplies	\$2,489	\$2,539	\$2,589
	\$2,066	\$2,107	\$2,149

<b>WELLESLEY MIDDLE SCHOOL</b>	<b>NEW STIPEND NAME</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
Art Journal	Cultural Club 1	\$1,191	\$1,215	\$1,239
Chess/Scrabble	Cultural Club 2	\$1,191	\$1,215	\$1,239
Community Service	Cultural Club 3	\$1,191	\$1,215	\$1,239
Cultural Club	Cultural Club 4	\$1,191	\$1,215	\$1,239
Green team	STEM Club 1	\$1,191	\$1,215	\$1,239
Girls' Engineering	STEM Club 2	\$1,191	\$1,215	\$1,239
Math	STEM Club 3	\$1,191	\$1,215	\$1,239
Robotics	STEM Club 4	\$1,191	\$1,215	\$1,239
Latin	Community Club 1	\$1,191	\$1,215	\$1,239
Fitness for Girls	Community Club 2	\$1,191	\$1,215	\$1,239
Read a Movie	Community Club 3	\$1,191	\$1,215	\$1,239
Best Buddies	Community Club 4	\$2,066	\$2,107	\$2,149
	Arts Club 1	\$1,191	\$1,215	\$1,239
	Arts Club 2	\$1,191	\$1,215	\$1,239
Leadership 1	Arts Club 3	\$1,191	\$1,215	\$1,239
	Arts Club 4	\$1,191	\$1,215	\$1,239
Leadership 2	Jazz Band 2	\$1,191	\$1,215	\$1,239
Social Studies	Social Studies 1	\$1,191	\$1,215	\$1,239
Social Studies	Social Studies 2	\$1,191	\$1,215	\$1,239
Newspaper	Newspaper	\$1,191	\$1,215	\$1,239
Tech	Science Olympiad	\$2,066	\$2,107	\$2,149
Yearbook	Yearbook	\$3,283	\$3,349	\$3,416

<b>WELLESLEY HIGH SCHOOL</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
Academic Contests and Decathlons	\$2,040	\$2,081	\$2,122
Advisory Committee	\$3,574	\$3,646	\$3,718
Auditorium Manager	\$4,891	\$4,989	\$5,088
Class Advisor - Freshman	\$1,280	\$1,306	\$1,332
Class Advisor - Sophomore	\$1,837	\$1,874	\$1,911
Class Advisor - Junior	\$2,636	\$2,688	\$2,742
Class Advisor - Senior	\$3,700	\$3,774	\$3,849
Community Service	\$1,191	\$1,215	\$1,239
Computer Science Club	\$1,191	\$1,215	\$1,239
Debate Team	\$1,191	\$1,215	\$1,239



<b>WELLESLEY HIGH SCHOOL</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
Fine Arts Magazine (Kaleidoscope)	\$1,191	\$1,215	\$1,239
French Club	\$1,191	\$1,215	\$1,239
French Exchange	\$1,191	\$1,215	\$1,239
Gay/Straight Alliance	\$1,191	\$1,215	\$1,239
German Club	\$1,191	\$1,215	\$1,239
German Exchange	\$1,191	\$1,215	\$1,239
Green Team	\$1,191	\$1,215	\$1,239
Improv Troupe	\$1,191	\$1,215	\$1,239
Journey's Program(was Peer Trainers)	\$2,874	\$2,932	\$2,990
Key Club	\$3,060	\$3,121	\$3,184
Latin Club	\$1,191	\$1,215	\$1,239
Math Team	\$2,040	\$2,081	\$2,122
Model UN	\$1,191	\$1,215	\$1,239
Moving Company	\$2,874	\$2,932	\$2,990
Musical Productions			
Choreographer	\$2,874	\$2,932	\$2,990
Orchestra Director	\$2,874	\$2,932	\$2,990
Technical Director	\$1,891	\$1,929	\$1,967
Vocal Director	\$2,874	\$2,932	\$2,990
National Honor Society	\$2,040	\$2,081	\$2,122
National Testing Coordinator (SST)	\$2,295	\$2,341	\$2,388
Newspaper (Bradford)	\$3,895	\$3,973	\$4,053
Pep Band	\$2,293	\$2,339	\$2,386
Photography Club	\$1,191	\$1,215	\$1,239
Robotics/Botball	\$1,191	\$1,215	\$1,239
Saturday School Stipend	\$1,530	\$1,561	\$1,592
School Supplies	\$2,295	\$2,341	\$2,388
Science Olympiad	\$2,040	\$2,081	\$2,122
Senior Projects Coordinator	\$3,060	\$3,121	\$3,184
Spanish Club	\$1,191	\$1,215	\$1,239
Spanish Exchange	\$1,191	\$1,215	\$1,239
SSD Testing Coordinator	\$1,191	\$1,215	\$1,239
Student Congress	\$3,834	\$3,911	\$3,989
United Scholars Coordinator	\$2,040	\$2,081	\$2,122

Yearbook - Financial	\$0	\$0	\$0
Yearbook - Production	\$4,232	\$4,317	\$4,403

## **COACHING STIPENDS**

<b>YEAR 1</b>	<b>FY17</b>				
<b>I FOOTBALL</b>	<b>1<sup>st</sup> Yr</b>	<b>2nd Yr</b>	<b>3rd Yr</b>	<b>4th Yr</b>	<b>5th Yr</b>
Head Coach	\$7,768	\$8,442	\$8,989	\$9,729	\$10,373
First Varsity Asst	\$4,305	\$4,644	\$4,998	\$5,356	\$5,703
All Other Assistants	\$3,888	\$4,224	\$4,547	\$4,857	\$5,180
8th Grade Coach	\$3,111	\$3,380	\$3,639	\$3,887	\$4,143
<b>II BASEBALL, BASKETBALL, FIELD HOCKEY, GYMNASTICS, HOCKEY, INDOOR/OUTDOOR TRACK, LACROSSE, SOCCER, SOFTBALL, SWIMMING, TRACK, WRESTLING</b>					
Head Coach	\$5,013	\$5,560	\$6,115	\$6,656	\$7,194
Assistant Coach	\$2,849	\$3,265	\$3,674	\$4,088	\$4,496
8th Grade Coach	\$2,289	\$2,612	\$2,936	\$3,265	\$3,596
<b>III CROSS COUNTRY, SAILING, ALPINE SKIING, NORDIC SKIING, TENNIS, VOLLEYBALL, DANCE, GOLF</b>					
Head Coach	\$3,620	\$4,149	\$4,667	\$5,180	\$5,699
Assistant Coach	\$2,719	\$3,112	\$3,500	\$3,893	\$4,274
8th Grade Coach	\$2,177	\$2,490	\$2,801	\$3,112	\$3,414
<b>IV FACULTY MGR, INTRAMURAL COORDINATOR</b>					
Head Coach	\$2,589	\$3,112	\$3,620	\$4,152	\$4,667
Assistant Coach	\$2,287	\$2,645	\$3,004	\$3,369	\$3,732
<b>V MIDDLE SCHOOL EQUIPMENT</b>					
					<b>\$2287</b>

<b>YEAR 2</b>	<b>FY18</b>				
<b>I FOOTBALL</b>	<b>1<sup>st</sup> Yr</b>	<b>2nd Yr</b>	<b>3rd Yr</b>	<b>4th Yr</b>	<b>5th Yr</b>
Head Coach	\$7,924	\$8,610	\$9,169	\$9,923	\$10,581
First Varsity Asst	\$4,392	\$4,737	\$5,098	\$5,463	\$5,817
All Other					
Assistants	\$3,966	\$4,308	\$4,638	\$4,954	\$5,283
8th Grade Coach	\$3,173	\$3,448	\$3,712	\$3,965	\$4,226

**II BASEBALL, BASKETBALL, FIELD HOCKEY, GYMNASTICS,  
HOCKEY, INDOOR/OUTDOOR TRACK, LACROSSE, SOCCER,  
SOFTBALL, SWIMMING, TRACK, WRESTLING**

Head Coach	\$5,114	\$5,671	\$6,237	\$6,789	\$7,338
Assistant Coach	\$2,906	\$3,330	\$3,748	\$4,170	\$4,586
8th Grade Coach	\$2,335	\$2,664	\$2,994	\$3,330	\$3,667

**III CROSS COUNTRY, SAILING, ALPINE SKIING, NORDIC SKIING,  
TENNIS, VOLLEYBALL, DANCE, GOLF**

Head Coach	\$4,317	\$4,855	\$5,391	\$5,918	\$6,446
Assistant Coach	\$2,784	\$3,189	\$3,587	\$3,991	\$4,385
8th Grade Coach	\$2,233	\$2,551	\$2,868	\$3,189	\$3,505

**IV FACULTY MGR, INTRAMURAL COORDINATOR**

Head Coach	\$2,641	\$3,174	\$3,692	\$4,235	\$4,760
Assistant Coach	\$2,333	\$2,698	\$3,064	\$3,436	\$3,807

**V MIDDLE SCHOOL EQUIPMENT**

**\$2333**

<b>YEAR 3</b>	<b>FY19</b>				
<b>I FOOTBALL</b>	<b>1<sup>st</sup> Yr</b>	<b>2nd Yr</b>	<b>3rd Yr</b>	<b>4th Yr</b>	<b>5th Yr</b>
Head Coach	\$8,082	\$8,783	\$9,352	\$10,122	\$10,792
First Varsity Asst	\$4,479	\$4,832	\$5,200	\$5,572	\$5,933
All Other Assistants	\$4,045	\$4,394	\$4,731	\$5,053	\$5,389
8th Grade Coach	\$3,237	\$3,517	\$3,786	\$4,044	\$4,311

**II BASEBALL, BASKETBALL, FIELD HOCKEY, GYMNASTICS, HOCKEY,  
INDOOR/OUTDOOR TRACK, LACROSSE, SOCCER, SOFTBALL,  
SWIMMING, TRACK, WRESTLING**

Head Coach	\$5,216	\$5,785	\$6,362	\$6,924	\$7,485
Assistant Coach	\$2,964	\$3,397	\$3,822	\$4,253	\$4,678
8th Grade Coach	\$2,381	\$2,718	\$3,054	\$3,397	\$3,741

**III CROSS COUNTRY, SAILING, ALPINE SKIING, NORDIC SKIING,  
TENNIS, VOLLEYBALL, DANCE, GOLF**

Head Coach	\$4,665	\$5,207	\$5,753	\$6,287	\$6,820
Assistant Coach	\$2,816	\$3,227	\$3,630	\$4,039	\$4,441
8th Grade Coach	\$2,261	\$2,582	\$2,902	\$3,227	\$3,550

**IV FACULTY MGR, INTRAMURAL COORDINATOR**

Head Coach	\$2,693	\$3,238	\$3,766	\$4,320	\$4,855
Assistant Coach	\$2,379	\$2,752	\$3,125	\$3,505	\$3,883

**V MIDDLE SCHOOL EQUIPMENT**

**\$2380**

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A Mentor shall be paid \$900 for mentoring one new employee and \$1,350 for mentoring two new employees.

**APPENDIX B**

Wellesley Public Schools  
40 Kingsbury Street  
Wellesley, MA 02481

I hereby certify that in keeping with the Educational Leave Policy of the Wellesley Public Schools, that upon the termination of such leave, I will return to service in the Wellesley Public Schools for a period of two times the length of such leave, and that, in default of completing such service, will refund to the Town of Wellesley, an amount equal to such proportion of salary received by me while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent of Schools

## APPENDIX C

Wellesley Public Schools  
40 Kingsbury Street  
Wellesley, MA 02481

### APPLICATION FORM FOR EDUCATIONAL LEAVE OF ABSENCE

Name \_\_\_\_\_

Professional Position \_\_\_\_\_

Length of Professional service in Wellesley \_\_\_\_\_

Present Salary \_\_\_\_\_

At which college or university, if any, do you plan to study or pursue research?

Purpose for which leave is requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Itinerary of any travel involved in your study or research \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Length of leave requested \_\_\_\_\_

Portion of salary requested \_\_\_\_\_

Fellowship, scholarship or other funds available \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In responding to the following questions, attach supporting documentation whenever you believe it will be helpful to the School Committee in reviewing your application.

1. How will the educational leave benefit the Wellesley School System immediately and directly?

2. Will the training and experience of the educational leave benefit and/or add to your ability and/or knowledge?

3. In what ways does your service, dedication to the teaching profession, rapport with students and colleagues, and willingness to cooperate with others merit the consideration of an educational leave?

The applicant for educational leave is encouraged to submit additional information to support the leave request.

Upon completion of the educational leave, a written report including reference to questions #1 and #2 above, must be submitted to the School Committee by October 1 of the school year immediately following the leave.

Preliminary Approval:

Principal \_\_\_\_\_ Date \_\_\_\_\_

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Final Approval:

\_\_\_\_\_  
Date School Committee Votes Approval

**APPENDIX D**  
**GRIEVANCE FORM**

Grievant(s)\_\_\_\_\_ Case No.\_\_\_\_\_

**Time Schedule for Grievance Processing**

Association Schedule	Date	School Committee Schedule	Date
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Date of Occurrence

\_\_\_\_\_  
Date of Complaint  
Discussion

\_\_\_\_\_  
Grievance Time Limit

\_\_\_\_\_  
First Step Answer By

\_\_\_\_\_  
Second Step Referral By

\_\_\_\_\_  
Superintendent's Answer By

\_\_\_\_\_  
Third Step Referral By

\_\_\_\_\_  
School Committee's Answer By

\_\_\_\_\_  
Arbitration Referral By

A. Statement of Grievance (including, where possible, reference to the appropriate provision(s) of the Agreement).



**APPENDIX E**  
**Procedure to Reduce Staff with Professional Teacher Status**

In the event a reduction in the number of teachers is deemed required by the School Committee and such reduction for the year in question cannot be effectuated through the normal attrition process, the procedures outlined in Article 16 of the contract between the School Committee and the Wellesley Teachers' Association shall be used.

In accordance with Article 16, sections a(2)c, a uniform "Needs of the School System" worksheet shall be distributed to all teachers in any department in which reduction is to take place which lists the relevant factors - e.g. current course offerings and/or current programs in the Wellesley Public Schools, demonstrated leadership among peers, multiple certifications and any other relevant factor - and which directs the teachers in that department to list all factors which they deem relevant to this criterion prior to the start of the reduction in force process in their department. In addition, in accordance with Article 16, section a(2)e, a uniform "Professional Achievements and Activities/ Relevant Experiences" worksheet shall also be distributed to all teachers in any such department which lists the relevant factors - i.e. professional achievements, professional activities and relevant experiences - and which directs the teachers in that department to list all accomplishments, activities and experiences which they deem relevant to this criterion prior to the start of the reduction in force process in their department.

For the purposes of determining which teacher with Professional Teacher Status is to be recommended for layoff, the Superintendent shall establish a Reduction in Force Advisory Committee(s), hereinafter called Committee, which will recommend to the Superintendent the names of teachers with Professional Teacher Status the Committee(s) believe should be laid off in accordance with the five criteria outlined in Article 16 of the Wellesley Teachers' Association and School Committee contract.

Purely technical and/or administrative changes may be made in this procedure during the school year by the Superintendent when the interests of the teachers and the school system so require (i.e. such changes shall not be substantive in nature). For example, if an administrator is not able to serve on a Reduction in Force Advisory Committee for health reasons or his or her position has been abolished/reorganized, the Superintendent shall have the right to replace the individual with another administrator. The Association shall be notified of any such technical and/or administrative change as soon as possible and shall have the right to present written and oral positions regarding the proposed change to the Superintendent.

### Elementary Teachers

When the administration has determined that it is necessary to reduce elementary teachers with Professional Teacher Status, three separate Subcommittees will be established to meet and review the personnel folders of teachers with Professional Teacher Status. Each Subcommittee will be responsible for reading one-third of the folders. The Subcommittee composition is listed below:

<u>Subcommittee #1</u>	<u>Subcommittee #2</u>	<u>Subcommittee #3</u>
2 Elementary Principals Asst. Superintendent	2 Elementary Principals Director of Curr. & Instr.	2 Elementary Principals Principal, Middle School

1. Prior to the reading of personnel folders, the Subcommittee members will be provided with school department documents which identify the needs of the system, based upon current course offerings and/or current programs in the Wellesley Public Schools. These documents include, but are not limited to, course of study booklets and the preK-5 Handbook.
2. All teachers' personnel folders will be assigned to the Subcommittees on a random basis.
3. Each Subcommittee member will independently review all folders assigned to his/her Subcommittee and will assign to each tenured teacher a numerical rating in each of the five areas outlined in the W.T.A. and School Committee contract. Each Subcommittee member will add up his ratings in the five areas to compute an overall rating for each teacher.
4. For each teacher, the Subcommittee will add the overall ratings of each Subcommittee member to determine the Subcommittee's overall rating. The Subcommittee will rank the teachers from highest to lowest on the basis of the Subcommittee's overall rating.
5. After each Subcommittee has ranked the teachers from highest to lowest, the Subcommittee shall submit the names of the four (4) teachers with the lowest total point score to the RIF Committee of the Whole so that there is a list of twelve (12) names submitted to the Committee of the Whole to be considered for layoff. For each additional tenured elementary teacher to be laid off, each of the three (3) RIF Subcommittees shall submit to the RIF Committee of the Whole the name of the teacher with the next lowest total point score in its pool.
6. The three Subcommittees will then meet as a Committee of the Whole and review the personnel folders of teachers selected by the Subcommittees. The Committee of the Whole will repeat steps 3 and 4 outlined above. Thereafter, the RIF Committee shall discuss those teachers in that RIF pool who fall into what shall hereinafter be referred to as "the jeopardy pool". The jeopardy pool shall consist of the four (4) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten

percent (10%) of the lowest total point score among the names that have been submitted to the Committee of the Whole, whichever figure is higher. If a second tenured elementary teacher must be laid off, the jeopardy pool shall consist of the six (6) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten percent (10%) of the lowest total point score, among the names that have been submitted to the Committee of the Whole, whichever figure is higher. For each additional elementary teacher to be laid off, one (1) more teacher shall be added to the minimum number in the jeopardy pool unless there is already an equal or greater number of teachers within the ten percent (10%) point range.

7. After the jeopardy pool list has been prepared, the Committee of the Whole shall then discuss why particular teachers in the jeopardy pool should be moved up or down on the jeopardy pool list based upon information in their personnel folders as it relates to the five (5) criteria in the contract.

For compelling reasons, as hereinafter defined, the RIF Committee of the Whole may discuss and recommend for layoff a teacher who is not included in the jeopardy pool and, if any such teacher is so recommended, the RIF Committee of the Whole will simultaneously provide the Superintendent and the Association with a written statement of exactly what the compelling reasons were. As the term is used herein, "compelling reasons" shall be limited to: (1) avoiding the retention of a teacher not in the jeopardy pool who is not immediately able to competently teach any of the available courses in his or her department; or (2) avoiding a situation in which there will be an insufficient number of teachers in that department who are immediately able to teach the identified courses and/or programs. In the latter case, the jeopardy pool will be reconstituted by replacing those teachers in the jeopardy pool who are needed to teach the identified courses and/or programs in that department with the next teacher or teachers on the composite ranking list on a one-for-one basis. As used herein, "immediately able" means that, in the judgment of the RIF Committee of the Whole, the teacher who is exposed to layoff could take sufficient courses in the summer to be able to competently teach available courses in the department the following year. If the teacher who is exposed to layoff fails to pass the requisite courses in the summer with a grade of B- or better, he/she will be laid off prior to the start of the school year.

The RIF Committee of the Whole shall, in all cases, attempt to reach a consensus on the teacher or teachers to be laid off.

Whenever the total point scores of two or more teachers in the RIF pool are the same, the teacher with the greater(est) seniority in the Wellesley Public Schools shall be ranked higher; or if their seniority in the Wellesley Public Schools is also the same in any such case, the teacher with the greater(est) total years of teaching and/or administrative experience shall be ranked higher. The rate of pay shall not be a factor in determining who is to be laid off.

8. Once the ranking list has been developed, the Committee of the Whole will select the teachers to be recommended for layoff starting with the lowest ranking teacher and moving upward according to rank.

9. The complete written report of the Assistant Superintendent shall be made available only to the School Committee; members of the Central Office; attorneys and/or representatives for the parties; the Association President, Vice President, Chairman of the Professional Rights and Responsibilities Committee and the Chairman of the Negotiations Committee (the written reports shall not be copied and where the need of the Vice President and Chairman no longer exists, but in no event later than the end of the adjudication or negotiation process, such reports shall be returned to the President, although such officials may later have access to them); decision-makers in legal proceedings provided they are legally able and willing to keep such information confidential in accordance with the provisions of the Agreement; and other individuals by agreement of the parties.

The affected teacher may see the report provided: (1) the seniority scores of other teachers in the pool are listed only as "more" or "less" than that of the affected teacher, (2) the total point scores only show the point difference between each teacher and the lowest in the pool and (3) the affected teacher executes a statement acknowledging the confidential nature of the information on the report and agreeing not to disclose the information to anyone. The members of the Professional Rights and Responsibilities Committee may see the written report provided: (1) a grievance or contesting of layoff involving the affected teacher has been denied by the School Committee and the Professional Rights and Responsibilities Committee must decide whether or not to recommend to arbitrate the case; (2) an affected teacher who sits on the Professional Rights and Responsibilities Committee shall excuse him or herself from considering his or her own case; and (3) the written document is only shown to the members of the Professional Rights and Responsibilities Committee and all notes or copies of the written document are returned to the Chairman at the end of the meeting. The members of the Negotiations Committee may see the written document provided: (1) any reference to the particular "department" or "pool" is deleted; (2) the name(s) of the affected teachers is deleted; (3) only the difference between the seniority scores of the affected teacher and others is shown; (4) only the difference between the total score of the affected teacher and others is shown; and (5) all notes or copies of the written documents are returned to the Chairman at the end of the meeting. The Association President or designee (being one individual) shall oversee the adherence to the above provisions.

By accepting or viewing the written report or extract made from it, each of the above-mentioned individuals acknowledge the confidentiality of such information and agrees not to disclose it to anyone without the agreement of the Association and the Committee. In no event shall any of the aforementioned individuals make the document public without the express consent of the Association and the Committee.

10. The Superintendent will review the report from the Assistant Superintendent.

The Superintendent's recommendation to the School Committee of which tenured teacher(s) shall be laid off must either come from the jeopardy pool that has been developed by the RIF Committee of the Whole or must fall within the "compelling reasons" exception. If the Superintendent decides to submit a different recommendation than that of the RIF Committee of the Whole to the School Committee, he/she must apply the same standards as the RIF Committee of the Whole did in formulating its recommendation to him/her and he/she must also provide the School Committee and the Association with a simultaneous written statement of the exact reasons for his/her different recommendation.

The Superintendent's written report shall be made available only to the School Committee; members of the Central Office; attorneys and/or representatives for the parties; the Association President, Vice President, Chairman of the Professional Rights and Responsibilities Committee and the Chairman of the Negotiations Committee (the written reports shall not be copied and where the need of the Vice President and Chairman no longer exists, but in no event later than the end of the adjudication or negotiation process, such reports shall be returned to the President, although such officials may later have access to them); decision-makers in legal proceedings provided they are legally able and willing to keep such information confidential in accordance with the provisions of the Agreement; and other individuals by agreement of the parties.

The affected teacher may see the report provided: (1) the seniority scores of other teachers in the pool are listed only as "more" or "less" than that of the affected teacher, (2) the total point scores only show the point difference between each teacher and the lowest in the pool and (3) the affected teacher executes a statement acknowledging the confidential nature of the information on the report and agreeing not to disclose the information to anyone. The members of the Professional Rights and Responsibilities Committee may see the written report provided: (1) a grievance or contesting of layoff involving the affected teacher has been denied by the School Committee and the Professional Rights and Responsibilities Committee must decide whether or not to recommend to arbitrate the case; (2) an affected teacher who sits on the Professional Rights and Responsibilities Committee shall excuse him or herself from considering his or her own case; and (3) the written document is only shown to the members of the Professional Rights and Responsibilities Committee and all notes or copies of the written document are returned to the Chairman at the end of the meeting. The members of the Negotiations Committee may see the written document provided: (1) any reference to the particular "department" or "pool" is deleted; (2) the name(s) of the affected teachers is deleted; (3) only the difference between the seniority scores of the affected teacher and others is shown; (4) only the difference between the total score of the affected teacher and others is shown; and (5) all notes or copies of the written documents are returned to the Chairman at the end of the meeting. The Association President or designee (being one individual) shall oversee the adherence to the above provisions.

By accepting or viewing the written report or extract made from it, each of the above-mentioned individuals acknowledge the confidentiality of such information and agrees not to disclose it to anyone without the agreement of the Association and the Committee.

In no event shall any of the aforementioned individuals make the document public without the express consent of the Association and the Committee.

#### All Other Departments

1. When the administration has determined that it is necessary to reduce tenured personnel within a given department, a Committee should be established of permanent and non-permanent members to meet and review the personnel folders of tenured personnel within the given department.

##### Permanent Members

Asst. Superintendent  
Director of C&I  
High School Principal or  
Assistant Principal  
Middle School Principal  
or Assistant Principal  
Elementary Principal

##### Non-permanent Members

Department Head(s)  
(where applicable)  
Directors  
(where applicable)

The purpose of the Committee will be to recommend to the Superintendent the names of teachers with Professional Teacher Status the Committee believes should be laid off in accordance with the five criteria outlined in Article 16 of the Wellesley Teachers' Association and the School Committee contract.

2. Prior to the reading of personnel folders, the Committee will be provided with school department documents which identify the needs of the system, based upon current course offerings and/or current programs in the Wellesley Public Schools. These documents include, but are not limited to, course of study booklets and the preK-5 Handbook.

3. The Committee members will independently review all folders within a given department and will assign to each tenured teacher a numerical rating in each of the five areas outlined in the W.T.A. and School Committee contract. Each Committee member will add up his ratings in the five areas to compute an overall rating for each teacher.

4. For each teacher, the Committee will add the overall ratings from each Committee member to determine the Committee's overall rating. The Committee will rank the teachers from highest to lowest on the basis of the Committee's overall rating.

5. Thereafter, the RIF Committee shall discuss those teachers in that RIF pool who fall into what shall hereinafter be referred to as "the jeopardy pool". The size of the jeopardy pool shall vary as follows based upon the size of the department in question:

a. In departments at the secondary level or preK-12 level with eleven (11) or fewer teachers, the jeopardy pool shall consist of the three (3) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten percent

(10%) of the lowest total point score in the department, whichever figure is higher. If a second tenured teacher must be laid off from that department, the jeopardy pool shall consist of the five (5) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten percent (10%) of the lowest total point score in the department, whichever figure is higher. For each additional teacher to be laid off from the department, one (1) more teacher shall be added to the minimum number in the jeopardy pool unless there is already an equal or greater number of teachers within the ten percent (10%) point range.

b. In departments at the secondary level or preK-12 level with twelve (12) or more teachers, the jeopardy pool shall consist of the four (4) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten percent (10%) of the lowest total point score in the department, whichever figure is higher. If a second tenured teacher must be laid off from that department, the jeopardy pool shall consist of the six (6) teachers with the lowest total point scores or all of those teachers whose total point scores are within ten percent (10%) of the lowest total point score in the department, whichever figure is higher. For each additional teacher to be laid off from the department, one (1) more teacher shall be added to the minimum number in the jeopardy pool unless there is already an equal or greater number of teachers within the 10 percent (10%) point range.

6. After the jeopardy pool list has been prepared, the Committee shall then discuss why particular teachers in the jeopardy pool should be moved up or down on the jeopardy pool list based upon information in their personnel folders as it relates to the five (5) criteria in the contract.

For compelling reasons, as hereinafter defined, the RIF Committee may discuss and recommend for layoff a teacher who is not included in the jeopardy pool and, if any such teacher is so recommended, the RIF Committee will simultaneously provide the Superintendent and the Association with a written statement of exactly what the compelling reasons were. As the term is used herein, "compelling reasons" shall be limited to: (1) avoiding the retention of a teacher not in the jeopardy pool who is not immediately able to competently teach any of the available courses in his or her department; or (2) avoiding a situation in which there will be an insufficient number of teachers in that department who are immediately able to teach the identified courses and/or programs. In the latter case, the jeopardy pool will be reconstituted by replacing those teachers in the jeopardy pool who are needed to teach the identified courses and/or programs in that department with the next teacher or teachers on the composite ranking list on a one-for-one basis. As used herein, "immediately able" means that, in the judgment of the RIF Committee the teacher who is exposed to layoff could take sufficient courses in the summer to be able to competently teach available courses in the department the following year. If the teacher who is exposed to layoff fails to pass the requisite courses in the summer with a grade of B- or better, he/she will be laid off prior to the start of the school year.

The RIF Committee shall, in all cases, attempt to reach a consensus on the teacher or teachers to be laid off.

Whenever the total point scores of two (2) or more teachers in the RIF pool are the same, the teacher with the greater(est) seniority in the Wellesley Public Schools shall be ranked higher; or if their seniority in the Wellesley Public Schools is also the same in any such case, the teacher with the greater(est) total years of teaching and/or administrative experience shall be ranked higher. The rate of pay shall not be a factor in determining who is to be laid off.

7. Once the ranking list has been developed, the Committee will select the teachers to be recommended for layoff starting with the lowest ranking teacher and moving upward according to rank.

8. The complete written report of the Assistant Superintendent shall be made available only to the School Committee; members of the Central Office; attorneys and/or representatives for the parties; the Association President, Vice President, Chairman of the Professional Rights and Responsibilities Committee and the Chairman of the Negotiations Committee (the written reports shall not be copied and where the need of the Vice President and Chairman no longer exists, but in no event later than the end of the adjudication or negotiation process, such reports shall be returned to the President, although such officials may later have access to them); decision-makers in legal proceedings provided they are legally able and willing to keep such information confidential in accordance with the provisions of the Agreement; and other individuals by agreement of the parties.

The affected teacher may see the report provided: (1) the seniority scores of other teachers in the pool are listed only as "more" or "less" than that of the affected teacher, (2) the total point scores only show the point difference between each teacher and the lowest in the pool and (3) the affected teacher executes a statement acknowledging the confidential nature of the information on the report and agreeing not to disclose the information to anyone. The members of the Professional Rights and Responsibilities Committee may see the written report provided: (1) a grievance or contesting of layoff involving the affected teacher has been denied by the School Committee and the Professional Rights and Responsibilities Committee must decide whether or not to recommend to arbitrate the case; (2) an affected teacher who sits on the Professional Rights and Responsibilities Committee shall excuse him or herself from considering his or her own case; and (3) the written document is only shown to the members of the Professional Rights and Responsibilities Committee and all notes or copies of the written document are returned to the Chairman at the end of the meeting. The members of the Negotiations Committee may see the written document provided: (1) any reference to the particular "department" or "pool" is deleted; (2) the name(s) of the affected teachers is deleted; (3) only the difference between the seniority scores of the affected teacher and others is shown; (4) only the difference between the total score of the affected teacher and others is shown; and (5) all notes or copies of the written documents are returned to the Chairman at the



end of the meeting. The Association President or designee (being one individual) shall oversee the adherence to the above provisions.

By accepting or viewing the written report or extract made from it, each of the above-mentioned individuals acknowledge the confidentiality of such information and agrees not to disclose it to anyone without the agreement of the Association and the Committee. In no event shall any of the aforementioned individuals make the document public without the express consent of the Association and the Committee.

9. The Superintendent will review the report from the Assistant Superintendent. The Superintendent's recommendation to the School Committee of which tenured teacher(s) shall be laid off must either come from the jeopardy pool that has been developed by the RIF Committee for that department or must fall within the "compelling reasons" exception. If the Superintendent decides to submit a different recommendation than that of the RIF Committee to the School Committee, he/she must apply the same standards as the RIF Committee did in formulating its recommendation to him/her and he/she must also provide the School Committee and the Association with a simultaneous written statement of the exact reasons for his/her different recommendation.

The Superintendent's written report shall be made available only to the School Committee; members of the Central Office; attorneys and/or representatives for the parties; the Association President, Vice President, Chairman of the Professional Rights and Responsibilities Committee and the Chairman of the Negotiations Committee (the written reports shall not be copied and where the need of the Vice President and Chairman no longer exists, but in no event later than the end of the adjudication or negotiation process, such reports shall be returned to the President, although such officials may later have access to them); decision-makers in legal proceedings provided they are legally able and willing to keep such information confidential in accordance with the provisions of the Agreement; and other individuals by agreement of the parties.

The affected teacher may see the report provided: (1) the seniority scores of other teachers in the pool are listed only as "more" or "less" than that of the affected teacher, (2) the total point scores only show the point difference between each teacher and the lowest in the pool and (3) the affected teacher executes a statement acknowledging the confidential nature of the information on the report and agreeing not to disclose the information to anyone. The members of the Professional Rights and Responsibilities Committee may see the written report provided: (1) a grievance or contesting of layoff involving the affected teacher has been denied by the School Committee and the Professional Rights and Responsibilities Committee must decide whether or not to recommend to arbitrate the case; (2) an affected teacher who sits on the Professional Rights and Responsibilities Committee shall excuse him or herself from considering his or her own case; and (3) the written document is only shown to the members of the Professional Rights and Responsibility Committee and all notes or copies of the written document are returned to the Chairman at the end of the meeting. The members of the Negotiations Committee may see the written document provided: (1) any reference to the particular "department" or "pool" is deleted; (2) the name(s) of the affected teachers is deleted; (3) only the

difference between the seniority scores of the affected teacher and others is shown; (4) only the difference between the total score of the affected teacher and others is shown; and (5) all notes or copies of the written documents are returned to the Chairman at the end of the meeting. The Association President or designee (being one individual) shall oversee the adherence to the above provisions.

By accepting or viewing the written report or extract made from it, each of the above-mentioned individuals acknowledge the confidentiality of such information and agrees not to disclose it to anyone without the agreement of the Association and the Committee. In no event shall any of the aforementioned individuals make the document public without the express consent of the Association and the Committee.

### **Standards of Measurement for the Criteria in Article 16**

A. Seniority

One (1) point for each year (or portion thereof) of service in the Wellesley Public Schools.

B. Evaluation

Quality of performance (up to twenty-six (26) points).

Points should be given for evaluations and documented incidents within the last five years, based upon the following guidelines:

Outstanding	22 - 26 points
Superior	16 - 21 points
Good	10 - 15 points
Adequate	4- 9 points
Poor	0- 3 points

C. Needs of the System

Needs of the School System based upon current course offerings and/or current programs in the Wellesley Public Schools. Up to nine (9) points may be given for this criterion as follows:

- (1) A maximum of three (3) points for demonstrated leadership among peers during the current and previous five (5) school years.
- (2) A maximum of two (2) points for multiple certifications.
- (3) A maximum of five (5) points for range and depth of both documented courses and levels taught, whether in or outside Wellesley, and for documented instructional practices utilized whether in or outside Wellesley.
- (4) A maximum of four (4) points for participation in school activities outside the classroom during the current and previous five (5) school years.

A score of zero for any of the above four items shows a lack of minimum attainment for such item.

D. Relevant Educational Background

Up to four (4) points; one (1) point for each salary lane (B, M, M+30, M+60/Doctors)

- E. Professional Achievements and Activities/Relevant Experiences  
Professional Achievements and Activities/Relevant Experiences during the current or previous five years. Up to four (4) points will be given for this criterion as follows:
- (1) Maximum of two (2) points for taking a course(s) .
  - (2) Maximum of two (2) points for being a speaker or related participant (not for attending) at an educational or professional conference or workshop.
  - (3) Maximum of two (2) points achieve participation in at least one relevant professional or educational association.
  - (4) Maximum of two (2) points for honors, grants or publications.

### **Teacher with Professional Teaching Status Profile for Reduction in Force**

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Name of Teacher with Professional Teaching Status

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Academic Department

School

Date

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In accordance with Article 16 of the contract between the Wellesley Teachers' Association and the Wellesley School Committee, the criteria listed below will be the only factors used to determine which tenured teacher(s) shall be laid off.

#### Criteria

#### Rating

#### A. Seniority

(One point per year, or portion thereof)

Seniority shall mean length of continuous service in the Wellesley Public Schools including any time spent on an approved leave of absence or layoff

#### B. Evaluation

(up to 26 points)

Quality of performance by the teacher of his/her duties and responsibilities, based upon such standards of measurement as his/her evaluations and the recommendations of his/her immediate superior.

#### C. Needs of the System

(up to 9 points)

The needs of the school system based upon current course offerings and/or current programs in the Wellesley Public Schools.

D. Relevant educational background (up to 4 points)

E. Professional achievements and activities/relevant activities (up to 4 points)

Overall Rating  
(Add A through E)

**Teacher with Professional Teaching Status Profile for Reduction in Force**

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Name of Teacher with Professional Teaching Status

---

Academic Department

School

Date

In accordance with Article 16 of the contract between the Wellesley Teachers' Association and the Wellesley School Committee, the criteria listed below will be the only factors used to determine which tenured teacher(s) shall be laid off.

Criteria

Rating

A. Seniority  
Seniority shall mean length of continuous service in the Wellesley Public Schools including any time spent on an approved leave of absence or layoff

B. Evaluation  
Quality of performance by the teacher of his/her duties and responsibilities, based upon such standards of measurement as his/her evaluations and the recommendations of his/her immediate superior.

C. Needs of the System  
The needs of the school system based upon

current course offerings and/or current programs in the Wellesley Public Schools.

- D. Relevant educational background
- E. Professional achievements and activities/relevant activities

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Name of R.I.F. Committee Member

## **APENDIX F**

### **Health Insurance**

Any c

- Employees will be offered a Town-Funded health reimbursement arrangement (HRA) for calendar years 2013, 2014 and 2015.
- School Committee will endorse, and seek Town agreement on, a continuation of the HRA to December 31, 2015. If the Town declines, the School Committee will not be in violation of the agreement by not continuing to offer an HRA. If the Town agrees to continue the HRA for any other bargaining unit beyond December 31, 2015, the School Committee will do the same for the duration of this contract.
- An HRA is an account funded by an employer to reimburse participating employees for out-of-pocket medical expenses on a tax-free basis. Similar to a flexible spending account (which is funded by the participating employee), amounts to be credited to the account are set by plan year. When an employee incurs an out-of-pocket medical expense that is covered by the plan, he or she submits a receipt with a claim form to the plan administrator for reimbursement. Although the expense must be incurred during the plan year, there's a period of time after the end of the year in which to file a claim. Because this kind of account is authorized by the Internal Revenue Code, the employee does not pay taxes on the reimbursement.
- The employer will pay the administrative cost of the HRA account.
- For calendar (plan) years 2013, 2014 and 2015, a family plan subscriber's account will be credited each year with \$1,000. An individual plan subscriber's account will be credited with \$400.
- Eligible expenses for reimbursement will be co-pays according to the following schedule:

Office visit—primary care	\$0
Office visit—specialist care	\$20
Emergency room (not admitted)	\$25
In-patient	\$150 per Admission
Same-day surgery	\$75
Diagnostic imaging	\$50
Prescription drug—retail	\$10 for each prescription $\geq$ \$25
Prescription drug—mail order	\$20 for each prescription

- The Committee will recommend to the Town that the FSA allow participants to take a \$500 carryover into the following plan year in accordance with Internal Revenue Service rules.
- Any unexpended funds in an employee's account at the end of the plan year (calendar year) will revert to the Town.
- Claims incurred during a given plan year may be submitted for reimbursement up to several months after the end of the plan year.
- Terminated employees will retain access to HRA through the last day of health insurance coverage.
- The full amount of annual reimbursement will be available to employee at the beginning of the plan year.
- Participating employees must provide direct deposit information to facilitate reimbursement.
- Health insurance enrollees who exceed their \$1,000 per family or \$400 per individual HRA limits in a calendar year may submit receipts for expenses that would have qualified for HRA reimbursement for consideration to a town-wide account of \$50,000. Reimbursements from

this account will be based on the HRA reimbursement structure for the year. Reimbursement amounts will be calculated based on equitable distribution of funds after all eligible requests are submitted.

- The Committee will continue to provide the HRA for the calendar years 2014-2016 under the current conditions, including the schedule of eligible expenses and a \$50,000 town-wide account.
- 403(b): The Committee will provide a third party administrator to provide compliance and support for up to ten (10) qualified 403(b) providers.

## APPENDIX G

### **WELLESLEY PUBLIC SCHOOLS ELEMENTARY JOB SHARING TEACHING ACKNOWLEDGEMENT**

\_\_\_\_\_ and \_\_\_\_\_ agree to share a Grade Level teaching  
(Name) (Name)  
assignment at the \_\_\_\_\_ for the school year based on, but not limited  
(Name of School)

to, the following terms:

1. We have both agreed to attend parent conferences, school night presentations, open houses and grade level meetings together.
2. We agree to attend any other building based professional development such as PLCs and faculty meetings after requested and discussed with the principal.

We will share all school duties equally.

3. \_\_\_\_\_ will work the following days and times of the week:  
(Name)  
\_\_\_\_\_

4. \_\_\_\_\_ will work the following days and times of the week:  
(Name)  
\_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ agree to work the first five (5) full  
(Name) (Name)  
days and the last five (5) full days of the academic year together

5. We will meet as a team with the principal at his/her request.
6. When absences can be anticipated, the team can trade days if mutually agreed upon. Otherwise, a substitute will be hired. We will work with each other to ensure that there is a balance of days over the course of one year.
7. We understand that the existence of the job share is subject to the approval of the principal. The principal will consider the following when making a determination on whether to approve a job share: compatibility of teaching styles, evidence of strong organizational and communication skills, compatibility of curriculum strengths, and budgetary constraints. The principal shall use multiple data sources to assess the viability of a job share.
8. We understand that this job share is approved for this year only. If this job share is to be continued for an additional year, it must again be approved



by the building principal and a new contract must be executed.

Signed by:

Name \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Date: \_\_\_\_\_

Principal \_\_\_\_\_ Date \_\_\_\_\_

Superintendent \_\_\_\_\_ Date \_\_\_\_\_