

Agreement Between the School Committee
of the Town of Wellesley and the Wellesley
Teachers' Association

Unit A

Teachers and Nurses Unit

July 1, 2019 to June 30, 2022

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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 2019 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, physical and occupational therapists, literacy and math specialists, school adjustment counselors, school psychologists, team chairs, librarians and library specialists, and speech/language pathologists. Any Unit A member for whom no Massachusetts Department of Elementary and Secondary Education (DESE) license exists, including but not limited to occupational and physical therapists, board certified behavioral analyst, 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 nurse's 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 nurse's 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, religion or religious creed, color, gender, gender identity, sexual orientation, age, national origin, ancestry, pregnancy, marital status, sex, genetic information, military or veterans status or disability.

(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 26 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 Monday before Labor Day 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 Kindergarten through Grade 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 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 Full-Time Equivalent (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 Professional Learning Committees (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 Collective Bargaining Agreement (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 0.5 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-share 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) 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.

(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 thirty (30) minutes.

(k) 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.

(l) 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.

a.) A student supervisory duty at the high school may consist of any of the following:

- One (1) advisory section assigned for two consecutive semesters
- One (1) directed research block per 7-day cycle assigned for a semester
- One (1) lunch supervision block per 7-day cycle assigned for a semester
- One (1) block dedicated to the meeting of Faculty Senate members assigned for a semester
- One (1) block per 7-day cycle as appointed by administration to execute a community initiative or to ensure appropriate student supervision

b.) Full time teachers may be assigned up to five (5) student supervisory duties in total over the course of the academic year. Advisory and each semester duty assignment shall count as one (1) duty towards this five (5). Part time teachers will not be assigned more than a proportional number of duties based on their FTE rounded up to the nearest tenth.

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.

(m) Teacher participation in the extracurricular activities listed in Appendix B will be strictly voluntary, and teachers will be compensated for all such participation in accordance with the provisions of said Appendix B 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 teaching blocks);
Any teacher scheduled to teach during the first 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; and
- 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.

Position	Per Diem Days
Assistive Technology Specialist	189 days
Elementary & Preschool Nurses	187 days
Guidance Counselor	194 Days

Position	Per Diem Days
Instructional Data Coordinator	209 days
Middle & High School Nurses	189 days
Teacher of the Deaf	189 days
Team Chair	194 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 one hundred forty (140) pupils.

The WTA Executive Board 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.

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 English Learner (EL) 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 EL 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 EL Director for EL 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, injuries, or personal medical appointments that cannot otherwise be scheduled after school hours, 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) accumulated sick days per year may be used for parental leave.

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 doctor's note or 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 inform the other party in writing of their designated representatives by the end of the first full week of each 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) Bereavement Leave

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) Personal Leave

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.

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.

(c) Professional Days

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.

(d) Jury Duty

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.

(e) Leave Procedures

(1) 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.

(2) 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.

(3) 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.

(4) 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.

**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 149 Section 105D, the Massachusetts Parental Leave Act (MPLA). 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 (12) months (the summer counts for purposes of FMLA) and worked at least 1,250 hours during the twelve months immediately preceding the leave; and under the MPLA 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 MPLA for up to eight (8) weeks, for purposes of giving birth. The periods of FMLA and MPLA

leave may run concurrently, however, leave taken due to complications from pregnancy may be designated as FMLA leave, whereas MPLA leave commences upon the birth of the child. In the case of multiple births, the MPLA provides for eight (8) 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 MPLA leave period.

3. In addition to leave available under the FMLA and MPLA, 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 (2) 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. If, for documented medical reasons, more than the forty (40) consecutive work days (8 weeks) of accrued paid sick leave are required up to an additional four (4) weeks, the professional staff member must provide the Director of Human Resources with medical documentation prior to the end of her original maternity leave.
7. The teacher or nurse must give at least two weeks (2) notice of her anticipated date of departure and intention to return.
8. 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.
9. During periods of Maternity Leave under the FMLA and MPLA, 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.
 - c. A teacher or nurse on an adoption leave may apply their accumulated sick leave days or personal days to up to eight (8) weeks of their period of leave.
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 (2) 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 MPLA 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 MPLA, 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 0.5 FTE or greater who have completed at least five (5) years of service in the Wellesley Public Schools may 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/her discretion, grant a request for alternative employment leave that is less than full-time.
4. The Superintendent may, at his/her 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 (1) 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 (1) 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 C) 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 D). 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.

Additionally, teachers and nurses shall be eligible to apply for enrollment of age-eligible children into half of the open seats in the Wellesley High School Child Lab program on a space-available basis. The admission and selection process shall be transparent and equitable for all prospective students who meet criteria necessary to execute the Child-Lab academic program. A preference will be given to siblings of enrollees who would be in attendance during the same school year.

Children of professional staff members have, subject to space availability and on a tuition basis, the ability to enroll their age-eligible children into Preschool at Wellesley Schools (PAWS). The admission and selection process shall be transparent and equitable for all prospective students who meet criteria necessary to maintain special education ratios and whether an appropriate educational program and/or current school resources for the student exist, provided that the education of students with disabilities remains the financial responsibility of the city or town in which the student's parent(s) or legal guardian resides. Applications must be submitted by May 1st for the following school year. Enrolling in the PAWS program does not guarantee admission into Kindergarten. Families will have to reapply for Kindergarten.

ARTICLE 13 COMPENSATION

The Superintendent, or his designee, shall set the initial salary placement of each teacher entering the Wellesley Public Schools. All teachers will be placed on step according to their years of documented experience and degree level with appropriate credit given for prior experience. No adjustment for experience and course work completed prior to coming to Wellesley which has not been stated and documented on the application will be made after the signing of the employment contract. Prospective employees have 30 days from the issuance of the initial letter of hire to submit:

1. an official transcript for each degree earned, and
2. proof of all credits earned beyond the highest degree from an accredited college/university and the employee received a grade of "B-" or higher and credits are submitted on an official transcript.

All transcripts must be sent directly to the Human Resource Office. Electronic transcripts are acceptable, but only if they are sent directly to Human Resources from the college or university.

Electronic transcripts that are sent or forwarded by the employee are not considered official.

If salary placement is not backed up by an official transcript and proof of job-related experience, the applicant will be reassigned to a lesser step and/or lane on the salary table. The committee agrees to make applicants aware of these provisions regarding step placement.

1. 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.
2. Longevity: 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:

FY'20	\$3,007
FY'21	\$3,067
FY'22	\$3,128

3. 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.

4. Effective July 1, 2019, a teacher must submit a Course Approval Form (CAF) if:
 1. a course, whether paid by the district or not, may lead to a lane change; or
 2. a course is paid by district funds.

Forms should be submitted at least 30 days in advance of the expected start date of the course.

Course approvals are active from the date of approval through June 30th of the following school year (i.e. approved 11/1/2019 for a course to start 12/1/2019 would be active through 6/30/21).

Approvals are based on the course title and course description and cannot be exchanged for another course without prior written approval of the Superintendent, or designee. A teacher has until June 30th of the following school year from the course completion date to submit the transcripts (i.e. course ended 3/31/2019 transcript must be submitted by 6/30/2020).

All teachers have until June 30, 2020 to submit transcripts for all approved courses commencing prior to July 1, 2019.

5. 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.

6. The following rules and procedures shall be followed in placing teachers on the Masters+30 salary schedule:

1. A teacher with an earned master's 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 Master's 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 master's degree but may not include any credit hours included in the program of study for which the master's degree was awarded.

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

(a) 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, the teacher will be permitted to substitute the college course for the in-service course.

(b) 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.

(a) Each teacher must furnish official evidence that a master's 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 master's +30 salary schedule.

(b) Additional credits earned beyond the master's +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 master's +30 salary schedule. However, if a teacher has previously earned nine (9) in-service credits as part of the qualification standards for the master's +30 schedule, that teacher may earn a minimum of three (3) instead of nine (9) in-service credits to qualify for the master's +60 salary schedule. This teacher must still earn a total of thirty (30) graduate level credits before qualifying for master's +60.

(c) 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

Effective Date	Daily Rate
July 1, 2019	\$244
July 1, 2020	\$249
July 1, 2021	\$254

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.

(d) 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 Payroll 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.

(e) Teachers who teach courses in the professional development program for which college credit is approved will be compensated as follows:

Category	Per Class Rate
Per class meeting hour for one (1) instructor	\$100
Per class meeting for two (2) instructors	\$75
Per class meeting for three (3) instructors	\$50

Teachers who teach courses in the professional development program for which non-college credit is approved will be compensated as follows:

Category	Per Class Rate
Per class meeting hour for one (1) instructor	\$60
Per class meeting for two (2) instructors	\$45
Per class meeting for three (3) instructors	\$40

(f) 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 (3) 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.

(g) Course reimbursement for graduate courses taken by staff who are without master’s degrees and/or who are seeking professional licensure as required by the Massachusetts Department of Education 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:

FY’20	\$30,000
FY’21	\$30,000
FY’22	\$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 Massachusetts Teachers Association (MTA) and the National Education Association (NEA), 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.

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 by the normal method. 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. 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 eighteen (18) credit hours in the subject area, provided that they:

1. Agree to complete a total of thirty-six (36) 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 DESE; and

2. Agree that if the total of thirty-six (36) 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 (3) 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 SENIORITY

The seniority list will be determined by the following rules:

- A. The names of all Unit A members employed by the Wellesley Public Schools, including those on leave, will be listed. The names of Unit A will be coordinated in one system-wide list for establishing a body of information mutually agreed to, and for convenience. The rights of individuals are defined in this Agreement; these rights are not altered by the appearance of names in the system-wide list.
- B. The date used will be the date on which a person began to serve, not the date on which the Committee or Superintendent decided to employ the person. The first professional work day will be the date used for teachers who began to serve on the initial teacher orientation day in the fall of any year. The actual first day of teaching will be listed for any teacher who began service during a school year.
- C. Time spent on any type of approved leave, paid or unpaid, will not be deducted.
- D. Part-time and full-time service will be treated equally.
- E. Ties will be broken by a joint WTA-Administration lottery.

- F. The following employment will not be included: service as a tutor, as a non-salaried substitute teacher, as a student teacher, in summer workshop, in summer workshop prior to beginning service as a teacher in September or teaching in another school system, or any other position not in the Unit A contract.
- G. By October 1 of each school year, the Superintendent or designee, shall publish the seniority list. The seniority list will be posted on the union board in each building and posted on the website in the staff only section. If a teacher or the Association believes there is a mistake, s/he has until November 1 to file a written objection with the Superintendent or designee. If the Superintendent, or designee, cannot resolve the objections, the matter shall be sent to arbitration through the American Arbitration Association (AAA).

ARTICLE 17 REDUCTION IN FORCE

Subject to the provisions of this agreement, the School Committee retains the right to determine the number of teaching positions and other professional positions that are needed in the school system and retains the right to determine the employees to be laid off and recalled.

1. A teacher with professional status shall not be laid off if there is a non-professional status teacher whose position the teacher with professional status is qualified to fill. In determining the order in which PTS teachers (and other bargaining unit members for whom PTS cannot be attained under the statute) will be affected by this Article, the Superintendent will utilize the following method: layoff of PTS teachers (and other bargaining unit members for whom PTS cannot be attained under the statute) within a discipline because of the School Committee's decision to reduce staff or partial FTEs (full-time equivalents) will be based upon performance, mitigating circumstances and seniority. Performance will be determined by the overall rating as determined in the three most recent written summative evaluations written by the primary evaluator, though no distinction will be made between a teacher rated proficient or exemplary, any other evaluations written in the same time period, and any post-observation forms or administrative memoranda written since the most recent evaluation, and teacher responses to these documents as contained in both the folder in the Superintendent's office and the folder in the building principal's office for each person currently serving in each RIF discipline, including teachers on leave. If one or more teachers in the discipline pool under consideration for a RIF has fewer than three summative evaluations, all teachers in the pool will be scored on the same number of summative evaluations. For each standard in Wellesley's Evaluation Rubric, a teacher can earn 2 points for each rating of "Exemplary and/or Proficient." One (1) point is earned for each "Needs Improvement" and zero (0) points for and "Unsatisfactory" rating.

If there is no significant difference in the quality of the teachers' performance, mitigating circumstances may be brought forward by the teacher and/or supervisor. Mitigating circumstances include but are not limited to related specialty training, certifications, and other unique skills that are directly related to the teacher's discipline. At the time of a reduction in force, Administration will develop a priority listing of mitigating circumstances based on the positions affected. Administration shall make every effort to come to an agreement with the WTA regarding the impact of the mitigating circumstances. When a

teachers' performance and mitigating circumstances result in a tie score, seniority within the discipline will govern. Seniority within the discipline will be determined by the seniority list (that is, the teacher lowest on the seniority list will be affected first, then the next lowest, etc.). In case of any dispute as to the existence of a significant difference, the comparison will be between the affected teacher and the most junior teacher within the discipline. The Association has the right to view and make copies of all relevant documents involved in RIF decisions. The Association will inform the affected teachers when such a review is made. The above will apply to partial as well as full reductions.

2. The Superintendent will make every effort to notify, in writing, any PTS teacher who may be affected by March 15 of the school year preceding the school year in which the RIF will take effect but in any event no later than April 15, except in the case of an event which was beyond the control of the School Committee (e.g., Town Meeting rejection of the Committee's budget), in which case notification must be given by May 30.

3. For purposes of this Article, discipline will mean:

- | | |
|---|---|
| Biology (8-12) | Mathematics (8-12) |
| Board Certified Behavioral Analyst | METCO |
| Business (5-12) | Middle School: Humanities (5-8) |
| Chemistry (8-12) | Middle School: Mathematics/Science (5-8) |
| Dance (All) | Music: Vocal/Instrumental/General (All) |
| Digital Literacy/Computer Science (5-12) | Nurse |
| Early Childhood (PreK-2) | Occupational Therapist |
| Earth and Space Science (8-12) | Physical Education (PreK-8) |
| Elementary (1-6) | Physical Education (5-12) |
| English (5-12) | Physical Therapist |
| English as a Second Language (ESL) (PreK-6) | Physics (8-12) |
| English as a Second Language (ESL) (5-12) | Reading (All) |
| Foreign Language (PreK-6) | School Adjustment Counselor/Social Worker |
| Foreign Language (5-12) | School Psychologist |
| General Science (1-6) | Social Science (5-12) |
| General Science (5-8) | Speech (All) |
| Guidance Counselor | Speech Language and Hearing Disorder (All) |
| Health/Family and Consumer Science (All) | Teacher of Students with Moderate Disabilities (PreK-8) |
| History (1-6) | Teacher of Students with Moderate Disabilities (5-12) |
| History (5-12) | Teacher of Students with Severe Disabilities (All) |
| Instructional Technology Specialist (All) | Teacher of the Deaf and Hard-of-Hearing (All) |
| Latin and Classical Humanities (5-12) | Teacher of the Visually Impaired (All) |
| Library (All) | Technology/Engineering (5-12) |
| Mathematics (1-6) | Theatre (All) |
| Mathematics (5-8) | Visual Arts (PreK-8) |
| | Visual Arts (5-12) |

By December 31, 2019, the Administration and WTA will review each elective course at the secondary level and assign each to one of the currently existing discipline pools. If a new elective or a change in pool is proposed, both parties will meet to agree on the assignment to or change in the discipline pool. The discipline category an individual is assigned to will be noted on the seniority list.

4. Subject to the significant difference standard in Section 1, a teacher who has been designated to be affected will have the right to move to another discipline if said teacher has a greater length of service than the teacher with the least number of years of service in that discipline, and further, that the teacher has a valid professional license in the discipline.

5. For the purposes of this Article, teachers who receive released time for leadership roles and/or leaves of absence under ARTICLE 10, Section A-G, will be considered as full-time teachers in their respective disciplines.

6. Recall rights:

A. Any teacher with professional teacher status shall retain recall rights to fill a vacancy within the teacher's discipline or within any discipline in which the teacher holds a valid professional license for a period of twenty-six (26) months from the last day of teaching.

B. However, teachers on layoff who have declined the offer to be rehired, or a teacher who refuses a position comparable in subject matter and Full Time Equivalency (FTE) to the position held prior to the layoff, may be dropped from the recall list.

C. All benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

D. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

E. To the extent permitted by the M.G.L., c.32B, laid-off teachers may continue group health and life insurance coverage during the recall period, as provided by the Committee to members of the bargaining unit, by reimbursing the Committee for premium cost. Failure to forward premium payments to the Committee, or refusal to return to employment upon recall will terminate this option.

F. During the recall period, teachers on the recall list shall be notified by certified mail of available positions.

G. Teachers on the recall list who are qualified and certified will be given preference for positions comparable in subject matter and FTE to the position held prior to the layoff. Preference will be given to those teachers based on seniority, degree level, previous teaching experience and performance.

7. A teacher who is notified of a total or partial reduction will have the opportunity to receive a "RIF Leave of Absence" in lieu of dismissal. Such leave of absence shall be for twenty-four months from the September following the notice of reduction. For a teacher to elect a "RIF Leave of Absence," the teacher must, within twenty (20) days of written notification from the Superintendent of intent to recommend reduction, execute on a form agreed to by the parties, a waiver of any present or future rights under Chapter 71, Section 42 of the Massachusetts General Laws. Should the professional staff member accept recall, said waiver is null and void.
8. Notwithstanding any other provision of this Agreement, a teacher on a paid or unpaid leave of absence will be considered along with all other teachers when a reduction in force is being made.

ARTICLE 18
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 posted in accordance with ARTICLE 15A (a)(1) 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) The rate of pay for teachers working under this Article during the 2019 Summer School shall be \$45.00 per hour for Nurses, Occupational Therapists, Speech and Language Pathologists and Physical Therapists, and \$44.47 for all teachers. The rate of pay for teachers working under this Article during

the future Summer School sessions shall be the current hourly rate up to a maximum of a master's degree, step 8.

ARTICLE 19 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 responsive to the needs identified by the teachers in the district.

ARTICLE 20 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, including internet access.
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 21 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 "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) Educators without Professional Teaching Status must complete a district approved cultural proficiency course within the first three (3) years of employment. The cost of such course will be paid by the district.

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; and
- 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) Common Assessments: 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.
 - 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
 - iii. Assignment of Primary and Contributing Evaluators: Educators shall be assigned a primary and contributing evaluator. If the parties agree to assign a different primary and/or contributing evaluator during the school year, the educator will be notified. The educator may request an additional contributing evaluator to conduct an observation.
 - 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) Mid-Cycle Assessment: The process used to assess progress towards attaining goals set forth in an Educator Plan, performance on standards and indicators of Effective Teaching Practice or both. This process may take place at any time during the cycle of evaluation, but typically takes place at mid-cycle.
- O) 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.
- P) Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) Mid-Year Assessment: The process used to assess progress towards attaining goals set forth in the Educator Plans, performance on standards, indicators of Effective Teaching Practice or both. This process may take place at any time during the evaluation cycle, but typically takes place at mid-cycle.
- R) 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.
- S) New Assignment: An Educator with PTS shall be considered in a new assignment when teaching under a different license.

- T) 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 post observation 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.
 - iii) Structured Conferences – The supervisor may use a structured conference in place of a classroom visit 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.

- U) Parties: The parties to this agreement are the Wellesley Teachers Association and the School Committee of the Town of Wellesley.
- V) 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.
- W) 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.
- X) Professional Teacher Status: The standard granted to an educator pursuant to M.G.L. c.71, s 41.
- Y) 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)
- Z) 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.
- AA) 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.

- BB) 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.
- CC) 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.
- DD) 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.
- EE) Trends in student learning: At least three (3) years of data from the locally bargained common assessments and state assessments used in determining a portion of an Educator's rating on Standard II
- FF) 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 common assessments 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. All Evaluators, including principals, assistant principals, department heads, and K-12 Directors will receive adequate training as mutually agreed upon by the Working Group. The trained Evaluators will provide teachers with training on the Educator evaluation model as prescribed by the Working Group.

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. Student survey data will not impact an educator's evaluation. The student surveys and method of distribution will be approved by the Working Group.
6. Using Staff Feedback in Educator Evaluation
 - a. Staff survey data will not impact an educator's evaluation. An educator may voluntarily agree to share the results with their evaluator.

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 Digital or Written Teacher Work – The supervisor will review other aspects of instruction which may include digital or 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 use a structured conference in place of a classroom visit 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. A structured conference may be requested by the teacher.
7. At least two (2) measures of student learning growth – One (1) 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. “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.
2. Caseload educators: Unless otherwise specified in this document, Caseload Educators will use the model SISP rubric from the Department of Elementary and Secondary Education.
3. 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; and
 - e. Instructs how to collect, report and utilize data from common assessments.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 five (5) observations of each Educator being evaluated. Observations should last approximately ten (10) minutes. At least two (2) observations for Non-Professional Status Educators will take place before December 1st. If an educator works more than half a year, a minimum of five (5) observations per cycle are conducted. If an educator works less than half of the year, a minimum of two (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. 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.

5. 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. 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. 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.

6. 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
 - b. 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.
 - c. 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.

d. 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.

e. For an Educator on a Self-Directed Growth Plan, the Evaluator shall deliver the Summative Evaluation Report by June 15.

f. 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.

g. A copy of the signed Summative Evaluation Report shall be placed in the Educator’s personnel file.

7. Impact of Summative Rating on Educator Plans

a. For an Educator with professional status whose overall performance rating is exemplary or proficient, the Educator shall follow a two-year Self-Directed Growth Plan.

b. For an Educator with professional status whose overall performance rating is needs improvement, the Educator shall follow a one-year, or less, Directed Growth Plan.

c. For an Educator with professional status whose overall performance is unsatisfactory, that Educator shall follow an Improvement Plan.

8. 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 four decisions must be made at the conclusion of the Improvement Plan:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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)

Wellesley Public Schools will embed the impact on student learning into Standard II in accordance with the Massachusetts Department of Elementary and Secondary Education's guidance.

1. Identifying and Selecting Common Assessments
 - a. The Working Group representing teachers and administrators shall review and approve Common Assessments.
 - 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 common assessments and other measures recommended by Educators and administrators from across the district.
 - ii. Request additional information about a common assessment.
 - iii. Make recommendations to an Administrator or Educator for the modification of a common assessment. At the request of an Administrator or Educator who proposed the common assessment, the Working Group will meet with that Administrator or Educator to discuss the common assessment.
 - 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 common assessments.
 - iv. Work with Educators with expertise in the content area to make modifications to or propose alternative common assessments as necessary.
 - g. Common Assessments Selection Criteria
 - i. Common assessments must meet the definition of direct or indirect measures as defined above.
 1. For all classroom Educators, at least one measure must be a direct measure in each year. The direct measure will be used to determine a portion of an Educator's rating on Standard II.
 2. Other measures may be direct or indirect.
 - ii. Common assessments must be comparable across grade, course level or subject level district-wide, as appropriate.
 - iii. Common assessments must include consistent, transparent scoring processes that establish clear parameters for student growth.

- iv. Common assessments must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks, when possible.
 - v. Educators must be informed of the common assessments that will be used to determine a portion of Standard II no later than September 30th. Educators may elect to use common assessments as a measure for the student learning and/or professional practice goal. The parties agree to implement staff and student feedback surveys. 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.
 - vi. To ensure the effective implementation of common assessments, the superintendent (or designee), with input from the Working Group and the Director of Professional Development, 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. Student roster attribution
- h. Process for Reviewing Common Assessments
- i. Annually, Evaluators and Educators will submit to the Working Group a brief update on the common assessments being used. This update shall include an assessment of the effectiveness of the common assessment 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 common assessment. Substantial modification to a common assessment or replacement of a common assessment must be ratified by the School Committee and local association. In the event that 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 M.G.L., c. 71, sec. 38.

2. Determining Impact of Common Assessments

- a. The Evaluator will meet with the Educator annually to conduct a collaborative conversation about the Educator's student outcomes on the common assessments administered in the previous year. For each common assessment, 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 the least expected results in comparison to the growth expectations for the specific common assessment. 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 common assessment.

- i. For full-year or fall semester courses, the common assessment results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the common assessment is administered shall not be used in the determination of a portion of Standard II of an Educator's performance plan.
 - ii. For spring semester courses, the common assessments 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 common assessments is administered shall not be used in the determination of a portion of Standard II's on the Educator's evaluation.
 - iii. Common assessments 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 a portion of an Educator's rating on Standard II.
- b. The Evaluator will consider the determinations of student growth that resulted from the annual conversations held pursuant to section 4a above ("at least expected" result) from at least two (2) measure relative to at least three (3) years of data and will apply professional judgment to those determinations in order to designate a rating on Standard II of the Educator's evaluation. The Evaluator's professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students and the environment.
- 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 common assessments 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 common assessments 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.
 - v. The Educator and the Evaluator shall analyze the discrepancy between the Summative Performance Rating and common assessment results to seek to determine the cause of the discrepancy.
 - vi. The Educator Plan may include a goal related to examining elements of practice that may be contributing to not attaining the least expected common assessment results.

- c. Evaluators shall use evidence of Educator performance and common assessment results 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 22
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 23
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 24
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 Flexible Spending Account (FSA) expenses.

ARTICLE 25 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 26 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 27 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 28 TERMINATION OF EMPLOYMENT

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

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 (1) 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, 2019 and shall continue in full force and effect until midnight June 30, 2022 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 2021-2022 school year by sending a written notice of such intention to the other party.

For the Wellesley Teachers' Association

For the Wellesley School Committee

**APPENDIX A
SALARY TABLES**

Effective July 1, 2019, salary schedules for full-time teachers shall be as follows:

STEP	BA	MA	MA30	MA60/PhD
1	\$49,957	\$55,076	\$59,328	\$63,476
2	\$52,038	\$57,370	\$61,800	\$66,120
3	\$54,206	\$59,760	\$64,374	\$68,876
4	\$56,464	\$62,251	\$67,057	\$71,747
5	\$58,818	\$64,845	\$69,850	\$74,736
6	\$61,269	\$67,547	\$72,762	\$77,849
7	\$63,820	\$70,361	\$75,792	\$81,095
8	\$66,479	\$73,293	\$78,949	\$84,475
9	\$69,250	\$76,348	\$82,239	\$87,992
10	\$72,135	\$79,529	\$85,665	\$91,661
11	\$75,140	\$82,842	\$89,235	\$95,478
12	\$78,272	\$86,295	\$92,953	\$99,456
13	\$81,534	\$89,890	\$96,827	\$103,600
14	\$84,930	\$93,634	\$100,862	\$107,918
15	\$88,470	\$97,534	\$105,062	\$112,414
16	\$92,043	\$101,476	\$109,307	\$116,955

(2.00% Increase on all steps)

Effective July 1, 2020, salary schedules for full-time teachers shall be as follows:

STEP	BA	MA	MA30	MA60/PhD
1	\$50,956	\$56,177	\$60,515	\$64,745
2	\$53,079	\$58,517	\$63,036	\$67,443
3	\$55,290	\$60,955	\$65,662	\$70,253
4	\$57,593	\$63,496	\$68,398	\$73,182
5	\$59,995	\$66,142	\$71,247	\$76,231
6	\$62,495	\$68,898	\$74,217	\$79,406
7	\$65,097	\$71,768	\$77,308	\$82,717
8	\$67,808	\$74,759	\$80,528	\$86,165
9	\$70,635	\$77,875	\$83,883	\$89,752
10	\$73,578	\$81,120	\$87,378	\$93,495
11	\$76,643	\$84,499	\$91,019	\$97,388
12	\$79,837	\$88,021	\$94,812	\$101,445
13	\$83,164	\$91,687	\$98,763	\$105,672
14	\$86,629	\$95,507	\$102,879	\$110,076
15	\$90,239	\$99,485	\$107,163	\$114,662
16	\$93,884	\$103,505	\$111,493	\$119,294

(2.00% Increase on all steps)

Effective July 1, 2021, salary schedules for full-time teachers shall be as follows:

STEP	BA	MA	MA30	MA60/PhD
1	\$51,975	\$57,301	\$61,725	\$66,040
2	\$54,141	\$59,688	\$64,296	\$68,792
3	\$56,396	\$62,174	\$66,975	\$71,658
4	\$58,745	\$64,766	\$69,766	\$74,645
5	\$61,195	\$67,465	\$72,672	\$77,756
6	\$63,745	\$70,276	\$75,701	\$80,995
7	\$66,399	\$73,203	\$78,854	\$84,371
8	\$69,164	\$76,254	\$82,139	\$87,888
9	\$72,048	\$79,432	\$85,561	\$91,547
10	\$75,050	\$82,742	\$89,126	\$95,364
11	\$78,176	\$86,189	\$92,840	\$99,335
12	\$81,434	\$89,781	\$96,708	\$103,474
13	\$84,828	\$93,521	\$100,738	\$107,786
14	\$88,361	\$97,417	\$104,936	\$112,278
15	\$92,044	\$101,475	\$109,307	\$116,956
16	\$95,761	\$105,575	\$113,723	\$121,680

(2.00% Increase on all steps)

Chairpersons and Departmental Assistants:

Fiscal Year 2020

\$3,591

Fiscal Year 2021

\$3,663

Fiscal Year 2022

\$3,736

APPENDIX B 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 B 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 B:
POSITIONS / STIPENDS**

Elementary Schools

Stipend	Location	FY'20	FY'21	FY'22
1. Academic Support	Bates (A)	\$1,500	\$1,530	\$1,561
2. Academic Support	Bates (B)	\$1,500	\$1,530	\$1,561
3. Academic Support	Bates (C)	\$1,500	\$1,530	\$1,561
4. Academic Support	Fiske (A)	\$1,500	\$1,530	\$1,561
5. Academic Support	Fiske (B)	\$1,500	\$1,530	\$1,561
6. Academic Support	Fiske (C)	\$1,500	\$1,530	\$1,561
7. Academic Support	Hardy (A)	\$1,500	\$1,530	\$1,561
8. Academic Support	Hardy (B)	\$1,500	\$1,530	\$1,561
9. Academic Support	Hardy (C)	\$1,500	\$1,530	\$1,561
10. Academic Support	Hunnewell (A)	\$1,500	\$1,530	\$1,561
11. Academic Support	Hunnewell (B)	\$1,500	\$1,530	\$1,561
12. Academic Support	Hunnewell (C)	\$1,500	\$1,530	\$1,561
13. Academic Support	Schofield (A)	\$1,500	\$1,530	\$1,561
14. Academic Support	Schofield (B)	\$1,500	\$1,530	\$1,561
15. Academic Support	Schofield (C)	\$1,500	\$1,530	\$1,561
16. Academic Support	Sprague (A)	\$1,500	\$1,530	\$1,561
17. Academic Support	Sprague (B)	\$1,500	\$1,530	\$1,561
18. Academic Support	Sprague (C)	\$1,500	\$1,530	\$1,561
19. Academic Support	Upham (A)	\$1,500	\$1,530	\$1,561
20. Academic Support	Upham (B)	\$1,500	\$1,530	\$1,561
21. Academic Support	Upham (C)	\$1,500	\$1,530	\$1,561
22. METCO Late Day	Bates (A)	\$520	\$530	\$541
23. METCO Late Day	Bates (B)	\$520	\$530	\$541
24. METCO Late Day	Fiske (A)	\$520	\$530	\$541
25. METCO Late Day	Fiske (B)	\$520	\$530	\$541
26. METCO Late Day	Hardy (A)	\$520	\$530	\$541
27. METCO Late Day	Hardy (B)	\$520	\$530	\$541
28. METCO Late Day	Hunnewell (A)	\$520	\$530	\$541
29. METCO Late Day	Hunnewell (B)	\$520	\$530	\$541
30. METCO Late Day	Schofield (A)	\$520	\$530	\$541
31. METCO Late Day	Schofield (B)	\$520	\$530	\$541
32. METCO Late Day	Sprague (A)	\$520	\$530	\$541
33. METCO Late Day	Sprague (B)	\$520	\$530	\$541
34. METCO Late Day	Upham (A)	\$520	\$530	\$541
35. METCO Late Day	Upham (B)	\$520	\$530	\$541
36. Elem. Team Leaders	Bates	\$1,250	\$1,275	\$1,301
37. Elem. Team Leaders	Fiske	\$1,250	\$1,275	\$1,301
38. Elem. Team Leaders	Hardy	\$1,250	\$1,275	\$1,301
39. Elem. Team Leaders	Hunnewell	\$1,250	\$1,275	\$1,301

Stipend	Location	FY'20	FY'21	FY'22
40. Elem. Team Leaders	Schofield	\$1,250	\$1,275	\$1,301
41. Elem. Team Leaders	Sprague	\$1,250	\$1,275	\$1,301
42. Elem. Team Leaders	Upham	\$1,250	\$1,275	\$1,301
43. Academic Leader (K-2)	Bates	\$750	\$765	\$780
44. Academic Leader (3-5)	Bates	\$750	\$765	\$780
45. Spec. Academic Leader	Bates	\$750	\$765	\$780
46. Academic Leader (K-2)	Fiske	\$750	\$765	\$780
47. Academic Leader (3-5)	Fiske	\$750	\$765	\$780
48. Spec. Academic Leader	Fiske	\$750	\$765	\$780
49. Academic Leader (K-2)	Hardy	\$750	\$765	\$780
50. Academic Leader (3-5)	Hardy	\$750	\$765	\$780
51. Spec. Academic Leader	Hardy	\$750	\$765	\$780
52. Academic Leader (K-2)	Hunnewell	\$750	\$765	\$780
53. Academic Leader (3-5)	Hunnewell	\$750	\$765	\$780
54. Spec. Academic Leader	Hunnewell	\$750	\$765	\$780
55. Academic Leader (K-2)	Schofield	\$750	\$765	\$780
56. Academic Leader (3-5)	Schofield	\$750	\$765	\$780
57. Spec. Academic Leader	Schofield	\$750	\$765	\$780
58. Academic Leader (K-2)	Sprague	\$750	\$765	\$780
59. Academic Leader (3-5)	Sprague	\$750	\$765	\$780
60. Spec. Academic Leader	Sprague	\$750	\$765	\$780
61. Academic Leader (K-2)	Upham	\$750	\$765	\$780
62. Academic Leader (3-5)	Upham	\$750	\$765	\$780
63. Spec. Academic Leader	Upham	\$750	\$765	\$780

Middle School

Old Stipend Name	New Stipend Name	FY'20	FY'21	FY'22
1. Art Club 1		\$1,239	\$1,264	\$1,289
2. Art Club 2		\$1,239	\$1,264	\$1,289
3. Art Club 3		\$1,239	\$1,264	\$1,289
4. Art Club 4		\$1,239	\$1,264	\$1,289
5. Auditorium Manager		\$5,088	\$5,190	\$5,294
	6. Barton Rd. After School	\$2,200	\$2,244	\$2,289
7. Bus (morning)		\$2,149	\$2,192	\$2,236
8. Bus (morning)		\$1,239	\$1,264	\$1,289
9. Bus (afternoon)		\$1,239	\$1,264	\$1,289
10. Bus (late)		\$2,479	\$2,529	\$2,579
11. Building (late)		\$2,479	\$2,529	\$2,579
12. Cafeteria (morning)		\$2,589	\$2,641	\$2,694
13. Cafeteria (morning)		\$2,589	\$2,641	\$2,694
14. Community Club 1		\$1,239	\$1,264	\$1,289
15. Community Club 2		\$1,239	\$1,264	\$1,289

Old Stipend Name	New Stipend Name	FY'20	FY'21	FY'22
16. Community Club 3		\$1,239	\$1,264	\$1,289
17. Community Club 4		\$2,149	\$2,192	\$2,236
18. Competitive Drama		\$2,149	\$2,192	\$2,236
19. Cultural Club 1		\$1,239	\$1,264	\$1,289
20. Cultural Club 2		\$1,239	\$1,264	\$1,289
21. Cultural Club 3		\$1,239	\$1,264	\$1,289
22. Cultural Club 4		\$1,239	\$1,264	\$1,289
23. Drama Play		\$2,479	\$2,529	\$2,579
24. Gym (morning)		\$2,589	\$2,641	\$2,694
	25. Industrial Arts Maint.	\$1,000	\$1,020	\$1,040
26. Jazz Band 2		\$1,239	\$1,264	\$1,289
	27. Junior Moving Company	\$1,239	\$1,264	\$1,289
	28. Library (Extended Hours)	\$1,239	\$1,264	\$1,289
29. Musical 1		\$2,479	\$2,529	\$2,579
30. Musical 2		\$2,479	\$2,529	\$2,579
	31. Musical Director	\$2,479	\$2,529	\$2,579
32. Newspaper		\$1,239	\$1,264	\$1,289
33. School Supplies		\$2,149	\$2,192	\$2,236
34. Science Olympiad		\$2,149	\$2,192	\$2,236
	35. SEED Program	\$1,239	\$1,264	\$1,289
	36. Set Designer/Tech Dir.	\$2,479	\$2,529	\$2,579
37 STEM Club 1		\$1,239	\$1,264	\$1,289
38. STEM Club 2		\$1,239	\$1,264	\$1,289
39. STEM Club 3		\$1,239	\$1,264	\$1,289
40. STEM Club 4		\$1,239	\$1,264	\$1,289
41. Social Studies 1		\$1,239	\$1,264	\$1,289
42. Social Studies 2		\$1,239	\$1,264	\$1,289
43. Sound & Light		\$1,239	\$1,264	\$1,289
44. Yearbook		\$3,416	\$3,484	\$3,554

High School

Old Stipend Name	New Stipend Name	FY'20	FY'21	FY'22
1. Acad. Contests/Decathlons		\$2,122	\$2,164	\$2,208
	2. A Cappella	\$2,990	\$3,050	\$3,111
	3. Accompanist	\$1,592	\$1,624	\$1,656
4. Advisory Committee		\$3,718	\$3,792	\$3,868
	5. AP/MCAS Coordinator	\$7,500	\$7,650	\$7,803
6. Auditorium Manager		\$5,088	\$5,190	\$5,294
7. Class Advisor - Freshman		\$1,332	\$1,359	\$1,386
8. Class Advisor - Sophomore		\$1,911	\$1,949	\$1,988
9. Class Advisor - Junior		\$2,742	\$2,797	\$2,853
10. Class Advisor - Senior		\$3,849	\$3,926	\$4,004

Old Stipend Name	New Stipend Name	FY'20	FY'21	FY'22
11. Community Service		\$1,239	\$1,264	\$1,289
Computer Science Club	12. STEM Club 1	\$1,239	\$1,264	\$1,289
13. Debate Team		\$2,742	\$2,797	\$2,853
14. Fine Arts Magazine (Kaleidoscope)		\$1,239	\$1,264	\$1,289
French Club	15. Culture Club 1	\$1,239	\$1,264	\$1,289
French Exchange	16. Exchange Club 1	\$1,239	\$1,264	\$1,289
17. Gay/Straight Alliance		\$1,239	\$1,264	\$1,289
German Club	18. Culture Club 2	\$1,239	\$1,264	\$1,289
German Exchange	19. Exchange Club 2	\$1,239	\$1,264	\$1,289
20. Green Team		\$1,239	\$1,264	\$1,289
21. Improv Troupe		\$1,239	\$1,264	\$1,289
	22. Industrial Arts Mainten.	\$1,000	\$1,020	\$1,040
23. Journey's Program		\$2,990	\$3,050	\$3,111
24. Key Club		\$3,184	\$3,248	\$3,313
Latin Club	25. Culture Club 3	\$1,239	\$1,264	\$1,289
	26. Math Plus	\$6,732	\$6,867	\$7,004
Math Team	27. STEM Competition Club 1	\$2,122	\$2,164	\$2,208
28. Model UN		\$2,742	\$2,797	\$2,853
29. Moving Company		\$6,732	\$6,867	\$7,004
Musical Productions				
	30. Choreographer	\$2,990	\$3,050	\$3,111
	31. Orchestra Director	\$2,990	\$3,050	\$3,111
	32. Technical Director	\$1,967	\$2,006	\$2,046
	33. Vocal Director	\$2,990	\$3,050	\$3,111
34. National Honor Society		\$2,122	\$2,164	\$2,208
35. Nat'l Testing Coord. (SST)		\$2,388	\$2,436	\$2,484
36. Newspaper (Bradford)		\$3,989	\$4,069	\$4,150
37. Pep Band		\$2,386	\$2,434	\$2,482
38. Photography Club		\$1,239	\$1,264	\$1,289
Robotics/Botball	39. STEM Club 2	\$1,239	\$1,264	\$1,289
40. Saturday School Stipend		\$1,592	\$1,624	\$1,656
41. School Supplies		\$2,388	\$2,436	\$2,484
Science Olympiad	42. STEM Competition Club 2	\$2,122	\$2,164	\$2,208
43. Senior Projects Coordinator		\$3,184	\$3,248	\$3,313
Spanish Club	44. Culture Club 4	\$1,239	\$1,264	\$1,289
45. SSD Testing Coordinator		\$1,239	\$1,264	\$1,289
46. Student Congress		\$3,989	\$4,069	\$4,150
	47. TV/Video	\$1,239	\$1,264	\$1,289
48. United Scholars Coordinator		\$2,122	\$2,164	\$2,208
49. Yearbook		\$2,388	\$2,436	\$2,484

Systemwide

Old Stipend Name	New Stipend Name	FY'20	FY'21	FY'22
1. Extended School Year (ESY) Coordinator (Pre-School)		\$3,989	\$4,069	\$4,150
2. Extended School Year (ESY) Coordinator (K-22)		\$8,500	\$8,670	\$8,843
3. IVEP Demo Assemblies		\$1,000	\$1,020	\$1,040
4. IVEP Registration/Enrollment		\$1,500	\$1,530	\$1,561

**APPENDIX B:
CHOACHING STIPENDS**

Year 1	Fiscal Year 2020				
I: Football	Year 1	Year 2	Year 3	Year 4	Year 5
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
Physician					\$2,890
II: Baseball, Basketball, Field Hockey, Gymnastics, Hockey, Indoor/Outdoor Track, Lacrosse, Soccer, Softball, Swimming, Track and Wrestling					
Head Coach	\$5,216	\$5,785	\$6,362	\$6,924	\$7,485
All Other Assistants	\$2,964	\$3,397	\$3,822	\$4,253	\$4,678
8th Grade Coach	\$2,381	\$2,718	\$3,054	\$3,397	\$3,741
III: Cheerleading, Cross Country, Sailing, Alpine Skiing, Nordic Skiing, Tennis, Volleyball, Dance and Golf					
Head Coach	\$4,941	\$5,496	\$6,058	\$6,606	\$7,153
All Other Assistants	\$2,890	\$3,312	\$3,726	\$4,146	\$4,560
8th Grade Coach	\$2,321	\$2,650	\$2,978	\$3,312	\$3,646
IV: Faculty Manager, 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. Elementary/Secondary Intramural Coaches/Fitness Center (Hourly Rate)					
	\$30.54	\$34.72	\$38.88	\$43.05	\$47.21
VI. Middle School Equipment					\$2,380

In Year 1 of the contract, Category III coach salaries will increase by 50% of the FY'19 salary differential between Category III and Category II. No other salary adjustments will be made in year 1.

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

COACHING STIPENDS

Year 2	Fiscal Year 2021				
I: Football	Year 1	Year 2	Year 3	Year 4	Year 5
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
Physician					\$2,890
II: Alpine Skiing, Baseball, Basketball, Cheerleading, Cross Country, Dance, Field Hockey, Golf, Gymnastics, Hockey, Indoor/Outdoor Track, Lacrosse, Nordic Skiing, Sailing, Soccer, Softball, Swimming, Tennis, Track, Volleyball and Wrestling					
Head Coach	\$5,216	\$5,785	\$6,362	\$6,924	\$7,485
All Other Assistants	\$2,964	\$3,397	\$3,822	\$4,253	\$4,678
8th Grade Coach	\$2,381	\$2,718	\$3,054	\$3,397	\$3,741
III: Faculty Manager, 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
IV. Elementary/Secondary Intramural Coaches/Fitness Center (Hourly Rate)					
	\$30.54	\$34.72	\$38.88	\$43.05	\$47.21
V. Middle School Equipment					\$2,380

In Year 2 of the contract, Category III coach salaries will increase by the remaining 50% of the FY'19 salary differential between Category III and Category II. No other salary adjustments will be made in year 2.

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

COACHING STIPENDS

Year 3	Fiscal Year 2022				
I: Football	Year 1	Year 2	Year 3	Year 4	Year 5
Head Coach	\$8,244	\$8,959	\$9,539	\$10,324	\$11,008
First Varsity Asst	\$4,569	\$4,929	\$5,304	\$5,683	\$6,052
All Other Assistants	\$4,126	\$4,482	\$4,826	\$5,154	\$5,497
8th Grade Coach	\$3,302	\$3,587	\$3,862	\$4,125	\$4,397
Physician					\$2,949
II: Alpine Skiing, Baseball, Basketball, Cheerleading, Cross Country, Dance, Field Hockey, Golf, Gymnastics, Hockey, Indoor/Outdoor Track, Lacrosse, Nordic Skiing, Sailing, Soccer, Softball, Swimming, Tennis, Track, Volleyball and Wrestling					
Head Coach	\$5,320	\$5,901	\$6,489	\$7,062	\$7,635
All Other Assistants	\$3,023	\$3,465	\$3,898	\$4,338	\$4,772
8th Grade Coach	\$2,429	\$2,772	\$3,115	\$3,465	\$3,816
III: Faculty Manager, Intramural Coordinator					
Head Coach	\$2,747	\$3,303	\$3,841	\$4,406	\$4,952
Assistant Coach	\$2,427	\$2,807	\$3,188	\$3,575	\$3,961
IV. Elementary/Secondary Intramural Coaches/Fitness Center (Hourly Rate)					
	\$31.15	\$35.41	\$39.66	\$43.91	\$48.15
V. Middle School Equipment					\$2,428

In Year 3, all coach stipends will increase by 2%.

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

**APPENDIX C
EDUCATIONAL LEAVE**

Wellesley Public Schools
c/o Superintendent's Office
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.

Signature

Date

Superintendent of Schools

**APPENDIX D
APPLICATION FORM FOR EDUCATIONAL LEAVE OF ABSENCE**

Wellesley Public Schools
c/o Superintendent's Office
40 Kingsbury Street
Wellesley, MA 02481

Name: _____

Professional Position: _____

Length of WPS Service: _____

Present Salary: \$ _____

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

Purpose of leave: _____

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 of School Committee Vote of Approval: _____

**APPENDIX E
GRIEVANCE FORM**

Grievant(s): _____

Case Number: _____

Time Schedule for Grievance Processing

Association Schedule: _____

Date: _____

School Comm. Sched. _____

Date: _____

Date of Occurrence: _____

Date of Complaint Discussion: _____

Grievance Time Limits:

Step1 Answer By: _____ Date: _____

Step 2 Referral By: _____ Date: _____

Superintendent's Response by: _____ Date: _____

Step 3 Referral By: _____ Date: _____

School Committee Response by: _____ Date: _____

Arbitration Referral By: _____ Date: _____

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

APPENDIX F
WELLESLEY PUBLIC SCHOOLS ELEMENTARY JOB SHARING TEACHING ACKNOWLEDGEMENT

_____ and _____ agree to share a Grade Level teaching assignment at the
(Name) (Name)

_____ for the school year based on, but not limited to, the following terms:
(Name of School)

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. Each employee will work the following days and times of the week:

Name: _____	Name: _____
Monday: _____	Monday: _____
Tuesday: _____	Tuesday: _____
Wednesday: _____	Wednesday: _____
Thursday: _____	Thursday: _____
Friday: _____	Friday: _____

4. _____ and _____ agree to work the first five (5) full days and the last
(Name) (Name)
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: _____

APPENDIX G
WELLESLEY HIGH SCHOOL ADVISORY PROGRAM

1. The Administration and Association agree that the goal of *Student Advisories* (hereafter Advisory or Advisories) is to foster positive social connections between teachers and students.
2. Advisories will meet daily for eight minutes between blocks 2 and 3, and approximately once a month on an early release day for thirty minutes. With the consent of the Association, the high school principal may modify the half-day schedule to accommodate the academic calendar or a specific Advisory program.
3. All Unit A teachers will be assigned an advisory. Unit B staff are responsible for the successful supervision of the advisory program, and as such, are not to be assigned to any one specific advisory. Assistant Principals, Department Heads, and K-12 Directors, are responsible for the evaluation of advisory and may elect to co-teach an advisory with a teacher. Unit C staff may elect to run their own advisory or be assigned to an advisory in consultation with their immediate supervisor.
4. Non-teacher building staff may assist/co-teach with professional Unit A, B or C staff but may not lead their own Advisories.
5. Under no circumstances should an advisory period be cancelled. Advisors who are absent for any reason are to send their students to a partner advisory. If an advisor's partner is out, the teachers will contact the assistant principal located on their floor.
6. An Advisory Activity Committee composed of three or more members of the faculty will carry out a number of functions essential to the success of the Advisory program. Members of the committee will share an annual Appendix B Stipend and will not teach an advisory on their own, but they may share an advisory.
7. The Administration will maintain and provide to all Advisory teachers in the faculty handbook a clear set of procedures for obtaining prompt and effective support for and dealing with:
 1. sensitive student disclosures that occur during Advisories.
 2. students who do not behave appropriately in their Advisories.
8. During daily 8-minute advisory periods, teachers may facilitate conversations as directed by the Advisory Activity Committee. Assistant Principals will enforce student attendance in advisories and take appropriate actions per the student attendance policy in the *Student Handbook*. During monthly 30-minute periods or those periods designated by the crisis team, advisory teachers will follow and deliver all lessons labeled as "mandatory" from the administration. If no lesson is labeled as "mandatory", advisory teachers may elect to deliver lessons or activities recommended from the Advisory Activity Committee. With the exception of lessons or periods designated by the crisis team, mandatory lessons must be sent to faculty no less than 1 week before their intended delivery.

9. Recognizing that the success of Advisories depends on the willingness of the students to participate as much as, if not more than it depends on the efforts of the teachers, and that forcing students to participate may undermine the effectiveness of Advisories, teacher performance in Advisories cannot be used as data for evaluation on standards 1 or 2. This does not preclude supervisors from documenting a teacher's failure to meet with his or her Advisory, failure to take attendance, or failure to attempt to promote the goal of advisory or engage the students in an activity or discussion during the entire advisory period on the early release day.

10. Teachers who desire to do research and conduct studies around Advisories may do so for in-service credit. Any such study must be pre-approved by the director of curriculum and instruction.

**APPENDIX H:
ACRONYMS USED IN UNIT A AND UNIT B CONTRACTS**

AAA	American Arbitration Association
AP	Advanced Placement
CAGS	Certificate of Advanced Graduate Studies
CAF	Course Approval Form
CAS	Certification of Advanced Studies
CBA	Collective Bargaining Agreement
DESE	Massachusetts Department of Elementary and Secondary Education
EL	English Learner
ESY	Extended School Year
FMLA	Family and Medical Leave Act
FSA	Flexible Spending Account
FTE	Full-Time Equivalent
ISL	Impact on Student Learning
IVEP	Instrumental and Vocal Extension Program
MCAS	Massachusetts Comprehensive Assessment System
MEPA	Massachusetts English Proficiency Assessment
METCO	Metropolitan Council for Educational Opportunity
MGL	Massachusetts General Laws
MGL	Massachusetts General Law
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPLA	Massachusetts Parental Leave Act
MTA	Massachusetts Teacher Association
NEA	National Education Association
P.R. & R.	Professional Rights & Responsibilities Committee
PAWS	Pre-School at Wellesley Schools
PLC	Professional Learning Community
PTS	Professional Teacher Status
RIF	Reduction in Force
SGP	Student Growth Percentile
SISP	Specialized Instructional Support Personnel
SST	Student Support Teams
STEM	Science, Technology, Engineering and Math
WPS	Wellesley Public Schools
WTA	Wellesley Teacher Association