

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

**ADMINISTRATORS UNIT**

**July 1, 2016 - June 30, 2019**

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

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

ARTICLE 1  
Definitions

Where the words are used in this 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 power and duties conferred by law upon the Committee for the conduct of public schools of the Town of Wellesley; "Administrators" as used in this Agreement shall mean the members of the professional staff of the Wellesley Public Schools included in Unit B and defined in ARTICLE 2 of this Agreement; "Unit A Contract" means the Agreement currently in force between the School Committee of the Town of Wellesley and the Wellesley Teachers Association in behalf of classroom teachers, et al, as set forth in ARTICLE 2(a) of said Agreement. Wherever the singular is used in this Agreement, it is intended to include the plural.

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 B so-called. Unit B includes all Assistant Principals, Directors, Coordinators and Department Heads, Out of District Coordinator and no other professional or nonprofessional employee of the Wellesley Public Schools.
- (b) The Committee agrees not to negotiate with any 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 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 Assistant Principal, Director, Coordinator or Out of District Coordinator, or Assistant Principal, Director, Coordinator or Out of District Coordinator applicant with

respect to hours, wages or any terms and conditions of employment by reason of his/her membership in the Association, participation in any lawful activities of the Association, participation in collective bargaining negotiations, or the institution of any grievance, complaint or proceeding under this Agreement, or because of race, creed, color, gender, sexual orientation, age, national origin or qualified handicapped individuals.

(d) The Association shall be responsible for representing the interests of all Administrators 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 Administrators, their teachers, and their students. Such information or acknowledgments 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 here under.

(b) Subject to the provisions of ARTICLE 21(b) of this Agreement, the Committee shall have the right to promulgate rules and regulations pertaining to the Administrators so long as the rules and regulations do not conflict with any terms or conditions of this Agreement.

ARTICLE 4  
Administrator Responsibility

(a) The Committee and the Association shall not discriminate against Administrators 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 Administrators 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 Administrator 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 Schedule

<u>Position</u>	<u>Work Year</u>
Director of Interscholastic Athletics and Intramurals	209A
Assistant Principal	209B
Director of Guidance	209B
Department Head of Nursing Services	204A
Student Services (Pre-K)	214A
Student Services (K-5)	214A
Student Services (6-8)	214A
Student Services (9-12)	214A
Student Services Out of District Coordinator	209B
Director of METCO	204A
Director of Libraries	204A
Director of Educational Technologies	209A
Director of Performing Arts	204A
Director of Fitness and Health	204A
Director of Art	204A
Director of English Language Learners	204A
All other Department Heads	190A

(a) **Work Day**

Administrators shall work at their assigned duties each day (except as noted in ARTICLE 6) for whatever reasonable time may be necessary. Administrators, exercising good judgment in the evaluation of their duties, may adjust their daily work schedules to accommodate pressing duties in connection with the responsibilities of their position.

(b) Work Year

1. The 190-day year. The 190-day year shall be defined as the 184 teacher work year plus an additional 6 workdays, except that such 6 workdays shall not reduce the six weeks vacation. Should 190-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/190th of the Administrator's annual salary. Should a 190-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/190th of his/her annual salary.

2. The 204-day year. The 204-day year shall be defined as the 184 teacher work year plus an additional 20 workdays, except that such 20 workdays shall not reduce the six weeks vacation. Should 204-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/204th of the Administrator's annual salary. Should a 204-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/204th of his/her annual salary.

3. The 209-day year. The 209-day year shall be defined as the 184 teacher work year plus an additional 25 workdays, except that such 25 workdays shall not reduce the 5 weeks vacation. Should 209-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/209th of the Administrator's annual salary. Should a 209-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/209th of his/her annual salary.



4. The 214-day year. The 214-day year shall be defined as the 184 teacher work year plus an additional 30 workdays, except that such 30 workdays shall not reduce the 5 weeks vacation. Should 214-day Administrators be required by the Superintendent or by the person authorized to act on behalf of the Superintendent to work additional days, such days shall, except as provided in paragraph 7 below, be compensated at the per diem rate of 1/214th of the Administrator's annual salary. Should a 214-day Administrator believe, in the exercise of his/her professional judgment, that additional work days are required to adequately perform all aspects of his/her job for a particular year, he/she may communicate a request to work such additional days to the Superintendent; if the Superintendent approves the request, the Administrator shall be compensated for such additional work days at the per diem rate of 1/214th of his/her annual salary.

5. Administrators may be required to work a reasonable amount of time outside their regular contract year, with no additional salary, in order to help select personnel in their department when vacancy(ies) exists. A reasonable amount of time shall mean participation in a search to fill a vacancy or vacancies when the same search can be used to select one or more person(s). A search should typically last three full days. For a second or subsequent search(es), or when a single search due to unusual or unforeseen circumstances continues excessively beyond a typical search, an Administrator will be paid for such work at his per diem rate. Reasonable accommodation will be made for an Administrator's summer commitments where the need for the search became apparent after the commitments were made. Reasonable accommodation may be in the form of working partial days around the commitment or waiting until the commitment is completed as will best serve the interests of the schools and the administrators.

(c) Administrators shall work either the 190, 204, 209 or 214-day year, as defined above, based upon the group and classification in which their particular position is included in Articles 13.

(d) Administrators shall not be regularly assigned non-teaching supervisory duties such as study hall, detention, surveillance of lines, cafeterias, corridors, lavatories, etc.; loading and discharging of buses; patrol of building and grounds; field trips, and the like without their consent.

(e) No Unit B member whose assignment consists in part of a teaching responsibility shall be required to teach more than the equivalent of one class per semester.

Notwithstanding the above maximum teaching load, if the Superintendent intends to increase an Administrator's teaching load, which shall include an Assistant Principal's teaching load, from one school year to the next, the Superintendent will notify the administrator of his/her intention. The Administrator may request

that he/she be supplied in writing with the justification for such increase. The justification shall reference such factors as the number of professional, paraprofessional and non-professional personnel supervised in whole or in part; the number and complexity of programs coordinated; the amount and type of equipment, supplies and material maintained and/or purchased on an annual basis; the level and frequency of interaction with agencies outside the school system; building supervision responsibilities; the number of buildings in which responsibilities are assigned; the nature, level and number of teaching preparations; the anticipated level and frequency of meetings with parents and with parent organizations; financial limitations of the school department; and other such factors as may be applicable. In the event the Administrator is not satisfied with the justification given by the Superintendent, he/she may request an opportunity to respond directly or through the Association to the Superintendent prior to the Superintendent's final decision.

#### ARTICLE 6 Professional Leave

(a) Administrators away from their regular daily duties on recruiting duty, visiting days at other schools, approved speaking engagements, or in attendance at educational meetings as representatives of the Wellesley Public School system or other activities specifically approved by the Superintendent of Schools or his/her designated representative, shall be considered as being engaged in the performance of his/her duties.

(b) Administrators may be away from their regular duties to serve on committees and as officers in State, Regional or National professional organizations other than the Massachusetts Teachers Association and the National Education Association provided prior approval is obtained from the Superintendent of Schools or his/her designated representative. Administrators may be absent to serve on committees and as Officer of the Association at the discretion of the School Committee.

#### ARTICLE 7 Sick Leave

Except as provided in paragraph (b), Administrators will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year for absences due to non-work related illnesses or injuries, whether or not they report for duty on that day. Up to fifteen (15) accumulated sick days per year may be used for the following purposes: family illness in the immediate family, defined as parent, spouse, child, brother, sister, any other relative who is a permanent member of the teacher's or nurse's household or any other person with whom an Administrator makes his/her home. Up to fifteen (15) additional accumulated sick days per year may be used in the case of a newborn child to assist in the care of the spouse/partner and the child and in the case of adoption, including for the

adoption and care for the child. The Administrator requesting the leave should submit the request as early as possible. Such unused sick leave shall be accumulated from year to year to a maximum of one hundred eighty (180) days. As of the start of each school year, Administrators shall be credited with all the accumulated sick leave then standing in their account plus the fifteen (15) days for the current school year. Additional sick leave may be granted on the recommendation of the Superintendent and with the approval of the Committee.

(b) All Administrators 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 Administrator who has in excess of 180 accumulated sick leave days will then have his/her total accumulation reduced back to 180 days.

(c) Administrators 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 such day of absence the Administrator 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 an Administrator 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) The Committee may make such inquiry regarding any absence as the Committee believes necessary to determine the cause of the absence and whether its duration was reasonably justified. Such inquiry may require a medical examination by a physician selected by, 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) Members of the bargaining unit 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, Administrators 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 Administrator to have received medical advice or treatment during the 240 day period before the Administrator's first date of employment; or

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

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

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

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

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

1. The initial grant shall not exceed fifteen (15) days.
2. The Committee shall consider:
  - a. Adequate medical evidence of illness or accident requiring

- prolonged absence from work.
- b. Prior utilization of all eligible sick leave.
- c. Propriety in the use of sick leave.
- d. Length of service in the Wellesley School System.

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

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

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

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

## ARTICLE 9 Temporary Absences

(a) Administrators 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 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 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 administrator is responsible for making funeral arrangements, except in such cases as are covered in 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 Administrator's household, or of any other person with whom said Administrator made his/her home. Upon the request of an Administrator who has suffered a death in his/her family, the bereavement leave period may be extended by the Superintendent or by whoever is authorized to act in his/her absence.

(b) Each Administrator 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. The benefits of this paragraph shall not be utilized so as to extend a holiday or vacation period, unless the Administrator has a compelling reason beyond his/her control. Except for compelling reasons, no personal business day shall be taken during the first and last fifteen (15) school days of the actual school year. Unused personal days in a given year will be converted into the employee's sick leave accrual in the following school year.

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

(d) 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.

(e) Where an Administrator is absent for a reason other than those stated in sections (a) and (b) above, and sections (a) through (c) 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 sections and for each day of absence in excess of the prescribed limits, an amount equal to the Administrator's daily rate of pay.

(f) 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.

(g) The Wellesley Public Schools will compensate Administrators 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 Administrator 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 Administrator to the payroll department upon completion of service.

#### ARTICLE 10 Leaves of Absence Without Pay

(a) Maternity Leave

1. Female Administrators shall, upon request, upon request, shall be granted maternity leave in accordance with 29 USC Chapter 28, the Family Medical Leave Act (FMLA) , and MGL, Chapter 49 Section 105D, the Massachusetts Maternity Leave Act (MMLA). A female Administrator is eligible for maternity leave under the FMLA, if she has

been employed full time by the Wellesley School Department for at least twelve months (the summer counts for purposes of FMLA), and worked at least 1250 hours during the twelve months immediately preceding the leave; and under the MMLA if she has been employed full time by the Wellesley School department for at least three consecutive months.

2. Under the FMLA, female Administrators may take up to twelve (12) weeks of leave, and under the MMLA for up to eight (8) weeks, for purposes of giving birth. The periods of FMLA and MMLA leave may run concurrently, however, leave taken due to complications from pregnancy may be designated as FMLA leave, whereas MMLA leave commences upon the birth of the child. In the case of multiple births, the MMLA provides for eight weeks of leave for each child. Except as provided in paragraph 3, below, a female Administrator shall return to work no later than the expiration of the FMLA or MMLA leave period.
3. In addition to leave available under the FMLA and MMLA, a female Administrators 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. Female Administrators 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 female Administrator may request to extend maternity leave by taking discretionary leave for a specified period of time up to the start of the second school year following the commencement of her maternity leave. In no case will the combined maternity and discretionary leaves exceed two school years. A maternity leave of absence that begins in the summer (i.e., child is born in July or August) will be granted the full school year immediately following the birth of the baby. Such requests for discretionary leave shall be granted except for those cases in which it is educationally unsound. Partial maternity discretionary leaves defined as a reduced FTE schedule may be granted on a case by case basis with the approval of the Superintendent of Schools.
5. Female Administrators 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 female Administrator may use paid leave are calendar weeks and could include the two (2) weeks prior to birth. Paid leave may only be used for days during which school is in session. Otherwise, maternity leave shall be without pay or increment.

6. The Administrator must give at least two weeks notice of her anticipated date of departure and intention to return.
7. Upon return from leave taken under this provision, the employee shall be returned to her previous position unless there has been a reduction in force, in which case the provisions of Article 24 will apply.
8. During periods of Maternity Leave under the FMLA and MMLA, the Town will pay its portion of the employee's health insurance.

(b) Parental Leave

1. Administrators 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, an Administrator is eligible for eight (8) weeks of leave per child.
3. Beyond the statutory periods of leave addressed in paragraph (b2) above, an Administrator with professional status may request to extend parental leave by taking discretionary leave for a specified period of time up to the start of the second school year following the commencement of his/her parental leave but in no case will the combined parental and discretionary leaves exceed two school years. Such requests for discretionary leave shall be granted except for those cases in which it is educationally unsound. Partial parental discretionary leaves defined as a reduced FTE schedule may be granted on a case by case basis with the approval of the Superintendent of Schools.

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

4. Administrators on parental leave may apply their accumulated sick leave days up to fifteen (15) days. Paid leave may only be used for days during which school is in session. Otherwise, parental leave shall be without pay or increment. Upon return from a leave taken under this



provision, the employee shall be returned to his/her previous position unless there has been a reduction in force, in which case the provisions of Article 16 will apply.

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

(c) Military leave

Military leave without pay shall be granted for a period not exceeding five (5) years to any Administrator who is inducted or enlists in any branch of the armed forces of the United States. Upon discharge from active duty, the Administrator 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) Any Administrator who has been employed in the Wellesley Public Schools for at least three (3) years 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 Administrator 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) Administrators shall be granted an unpaid leave of up to twelve (12) weeks under the FMLA to help care for a member of the Administrator's immediate family who suffers from a serious health condition. Administrators 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.

- (f). "During this leave, the Administrator 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."

- (g) Administrators who are a .5 FTE or greater, who have been employed in the Wellesley Public Schools for at least five (5) years may be granted an alternative employment leave of absence without pay under the following conditions:

1. The application and plans for employment must be developed and submitted by March 1.
2. A request for a full time alternative employment leave shall be for one year.

3. The Superintendent may, at his discretion, grant a request for an alternative employment leave that is less than full-time.
4. The Superintendent may, at his/her discretion, grant a request for alternative employment leave for a second year.
5. Alternative employment leave will not be granted for the purpose of permitting an Administrator to serve in another public school system in Massachusetts. An Administrator 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 Administrator with written notice of this requirement at least one month in advance of the aforesaid notification date. Failure to so notify the Superintendent in writing will result in termination of employment except where extenuating circumstances prevent the submission of the notification.
6. Length of service(seniority) shall continue to accumulate during the period of any such alternative employment leave.

(h) 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.

Benefits During Leave

1. All benefits to which an Administrator 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. Administrators shall have the option to continue such insurance benefits 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) Administrators 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 Administrators with written notice of this requirement at least one month in advance of the February 15 notification date. Except where extenuating circumstances prevent the Administrator from submitting such

notification, failure to notify the Superintendent will be considered a voluntary resignation from the Wellesley Public Schools.

(j) Any request for a discretionary leave of absence 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 School 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 Administrator 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 Committee, 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 Administrator would have earned less the amount received under a fellowship, scholarship or other funds, but in any event an Administrator may accept less than full pay. In considering 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 Administrator's ability and/or knowledge.
3. The Administrator'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 Administrator granted such a leave shall enter into a written agreement (Appendix B) with the Superintendent that upon termination of such leave he/she will return to service in the Wellesley Public Schools for a period equal to two (2) times the length of such leave, and that, in default of completing such service, he/she will refund to the Town of Wellesley an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

(c) Application for a leave of absence for study or research shall be submitted to the Superintendent in writing prior to November 1 of the year immediately preceding the school year for which leave is requested, on forms provided by the Superintendent of Schools (Appendix C). Such application shall state, in addition to other relevant information, the specific purpose for which the leave is requested; the period for which the leave is requested; the institution, if any, at

which study or research is to be pursued; an itinerary of the 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 his/her 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 Administrator 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 Administrator will be expected to submit to the Superintendent a report summarizing the results of the leave.

ARTICLE 12  
Admission of Administrators' Children

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

ARTICLE 13  
Compensation

(a) During the term of this Agreement, salaries for Unit B Administrators shall be:

<u>YEAR 1</u>	<u>FY17</u>	<u>1.5% Steps 1-8; 2% Step 9</u>				
STEP		190A	204A	209A	209B	214A
1		\$100,500	\$102,700	\$113,925	\$106,443	\$108,989
2		\$102,553	\$104,796	\$116,248	\$108,615	\$111,214
3		\$104,644	\$106,935	\$118,621	\$110,833	\$113,482
4		\$106,780	\$109,118	\$121,043	\$113,094	\$115,799
5		\$108,958	\$111,343	\$123,513	\$115,401	\$118,161
6		\$111,182	\$113,616	\$126,035	\$117,756	\$120,575
7		\$113,452	\$115,935	\$128,607	\$120,159	\$123,034
8		\$115,767	\$118,302	\$131,230	\$122,612	\$125,546
9		\$119,266	\$121,878	\$135,197	\$126,318	\$129,340
<u>YEAR 2</u>	<u>FY18</u>	<u>1.5% Steps 1-8; 2% Step 9</u>				
STEP		190A	204A	209A	209B	214A
1		\$102,008	\$104,240	\$115,633	\$108,040	\$110,624

2	\$104,091	\$106,368	\$117,992	\$110,244	\$112,882
3	\$106,214	\$108,539	\$120,400	\$112,495	\$115,184
4	\$108,382	\$110,754	\$122,858	\$114,791	\$117,536
5	\$110,593	\$113,014	\$125,366	\$117,132	\$119,934
6	\$112,850	\$115,320	\$127,925	\$119,523	\$122,384
7	\$115,153	\$117,674	\$130,536	\$121,961	\$124,880
8	\$117,503	\$120,077	\$133,199	\$124,451	\$127,430
9	\$121,651	\$124,315	\$137,901	\$128,844	\$131,927

<u>YEAR 3</u>	<u>FY19</u>	<u>1.5% Steps 1-8; 2% Step 9</u>				
STEP		190A	204A	209A	209B	214A
1		\$103,538	\$105,804	\$117,368	\$109,660	\$112,283
2		\$105,652	\$107,963	\$119,762	\$111,898	\$114,575
3		\$107,807	\$110,167	\$122,206	\$114,183	\$116,912
4		\$110,007	\$112,416	\$124,701	\$116,513	\$119,299
5		\$112,251	\$114,709	\$127,247	\$118,889	\$121,733
6		\$114,543	\$117,050	\$129,844	\$121,315	\$124,219
7		\$116,881	\$119,439	\$132,494	\$123,791	\$126,753
8		\$119,266	\$121,878	\$135,197	\$126,318	\$129,341
9		\$124,084	\$126,802	\$140,659	\$131,421	\$134,565

214A Dept. Head of Student Services PreK, Dept. Head of Student Services K-5, Dept. Head of Student Services (6-8), Dept. Head of Student Services 9-12

209A Dir. of Educational Technology, Director of Interscholastic Athletics and Intramurals

209B Assistant Principals, Director of Guidance, Out of District Coordinator

204A Dir. of Performing Arts, Dir. of Fitness and Health, Dir. of Art, Dir. of METCO, Dir. Of Libraries, Dept. Head of Nursing Services, Dir. of ELL

190A All other Department Heads

b) Each member of the bargaining unit in a 190A day position who provide 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. The change in a current member's payment plan can only be made by notifying the Central Office no later than July

15 prior to a given school year. New Administrators will have the option, at the time of employment, to select one of the three payment plans.

(c) Any Administrator who was hired prior to the ratification date of the prior Agreement in September, 1995, will bypass the two steps inserted on July 1, 1996, when their seniority would otherwise place them there.

(d) The initial placement on the Unit B Salary Schedule of a member of Unit A who is appointed to an administrative position in Unit B shall be no lower than the lowest step for his/her new administrative classification that is immediately above the salary level that he/she would have received for that school year if he/she had remained in Unit A.

(e) Administrators who have completed 20 years of service as of the prior June 30 will receive a longevity stipend or 2% of their base salary, whichever is less for the following years:

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

ARTICLE 14  
Payroll Deductions

(a) Professional Dues

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

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

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

4. If an Administrator 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 Administrator.

5. When an Administrator 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 purposes 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.

(a) In the exercise of such responsibility, the Superintendent agrees to publicize vacancies for promotions and grant interviews to interested Administrators prior to filling such vacancies.

1. All Administrator 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 fifteen (15) school days prior to the filling of vacancies. During the summer, except during the last two weeks prior to the beginning of the school year, positions shall be publicized at least ten (10) calendar days prior to the filling of vacancies, both by the normal method and by mailing copies of the notice of vacant positions to any Administrators who indicate by June 15 that they wish to receive such material. Vacancies may be filled on a temporary basis until such procedures can be followed.

2. When in the judgment of the Superintendent the qualifications, attainments and professional backgrounds of candidates are comparable, first consideration in filling vacancies shall be given to candidates within the Wellesley School System.

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

#### ARTICLE 16 Evaluation

(a) Administrators will be given a personal copy of all evaluation reports prepared by their superiors and will have the right to discuss such reports with their superiors.

(b) Administrators will have the right, upon request, to review the contents of their personnel file. Upon request of the Administrator, an Association representative shall be permitted to be present at such review.

(c) No material derogatory to an Administrator's conduct, service, character or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review the 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 Administrator 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) The Association recognizes the authority and responsibility of the immediate supervisor for disciplining or reprimanding an Administrator for delinquency of professional performance.

#### ARTICLE 17 Grievance and Arbitration Procedure

(a) A complaint is an Administrator'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. The complaining Administrator may, at his/her option, be accompanied by a member of the Professional Rights and Responsibilities Committee (hereinafter 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 Administrator or a group of Administrators 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 the membership of Unit B which involves the interpretation or application of some provision of this Agreement.



(c) An Administrator or group of Administrators 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 Administrators 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 Administrators 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 F.

(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 Administrator. 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 Superintendent. Grievances filed by the Association in its own behalf or in behalf of all or a portion of its membership in Unit B 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 3. If the Superintendent'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 Administrator 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 Administrator shall have the option of whether or not to attend or participate in any of the meetings concerning his/her grievance.
- (h) The Superintendent's office or the immediate superior involved in any grievance shall make available, upon request, any records that are pertinent to any pending grievance or arbitration proceeding.
- (i) Administrators 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 paragraph (d) 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 18  
Professional Discussions

In recognition of the professional standing of Administrators and the fact that Administrators' 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 Administrators, 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 such discussion, the Association will submit to the Superintendent of Schools a written agenda of subjects 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 21, 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 this 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 19  
Classification Review Study Committee

The Classification Review Study Committee is established as a standing Committee to review position descriptions and examine the classification structure as needed. Any conclusions reached by the Classification Review Study Committee shall be forwarded to the School Committee as its recommendations. The Classification Review Study Committee is comprised of three (3) members of the bargaining unit (an Assistant Principal, a Department Head, and a Director or Coordinator) appointed by the Association and two (2) individuals appointed by the Committee.

ARTICLE 20  
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 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 21  
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 Administrators, 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 said change in policy on wages, hours, or terms and conditions of employment with the Committee, provided it requests 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 School 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 22  
Copies of Agreement

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

ARTICLE 23  
Termination of Employment

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

ARTICLE 24  
Reduction in Force

In the event that any reduction in force affecting Administrators is voted upon by the School Committee during the term of this Agreement, the parties shall promptly meet to negotiate regarding the impact thereof including the process by which an Administrator or Administrators will be selected to be reduced.

ARTICLE 25  
Protection

(a) The Committee agrees to extend to Administrators 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) Administrators covered by this Agreement shall be provided with 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 Administrators and retired Administrators 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) 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 parts 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.

(d) 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.

## ARTICLE 26 Agency Service Fee

Effective on the thirtieth (30th) day following the commencement of his/her employment, any Administrator who was hired after December 15, 1988 shall either become and remain a member in good standing of the Association or shall pay an agency service fee to the Association. Any Administrator who was a member of the Association as of December 15, 1988 shall either remain a member in good standing or pay an agency service fee to the Association. Any Administrator who was not a member of the Association as of December 15, 1988 shall have no such obligation. Further, any such Administrator shall have no such obligation if he/she transfers to a job in the Unit A bargaining unit.

The agency service fee shall be equal to the amount that is required to become and remain a member in good standing of the Association and the state and national organizations with which it is affiliated subject to the establishment of a rebate procedure, as set forth in Chapter 150E, Section 12 of the Massachusetts General Laws, for that part of the said amount that represents a pro rata share of the expenditures by the Association and its state and national affiliates for:

1. Contributions to political candidates or to political committees that are formed for a candidate or political party;
2. Publicizing of an organizational preference for a candidate for political office;

3. Efforts to enact, defeat, repeal or amend legislation that is unrelated to the wages, hours, standards of productivity and performance and other terms and conditions of employment and the welfare or working environment of public school teachers, nurses and/or Administrators;

4. Contributions to charitable, religious or ideological causes that are not germane to the Association's duty as an exclusive bargaining agent; or

5. Benefits which are not germane to the governance or duties of the Association or the state and national organizations with which it is affiliated and which are available only to members of the Association.

The agency service fee may be deducted from the salaries of the Administrators from whom it is due pursuant to the same procedure that is set forth in Article 14 Section (a) 1-5 of this Agreement. The sole method available for the collection of delinquent agency service fees shall be by civil litigation that shall be the sole responsibility of the Association. No Administrator may be discharged or disciplined for failure to pay an agency service fee. The Association shall indemnify the School Committee for any liability, exclusive of attorneys fees and related costs, that it incurs as a result of having entered into or administering this agency service fee provision.

#### ARTICLE 27

#### Dismissal, Suspension And Demotion of Administrators With Professional Teacher Status

The School Committee recognizes that Administrators in the Wellesley Public Schools are protected from dismissal, suspension or demotion as per Massachusetts General Law Chapter 71.

#### ARTICLE 28

#### Release Time For WTA President

If the President of the WTA is an Administrator, he/she and his/her immediate supervisor shall agree upon a release arrangement that is similar to the Unit A release arrangement. Any such release arrangement shall be without cost to the School Committee and shall not impede the delivery of program.


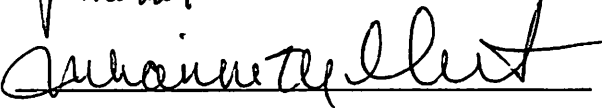
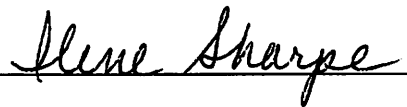

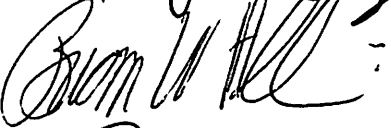


ARTICLE 31

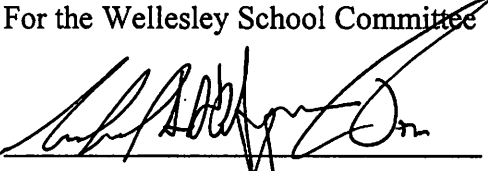
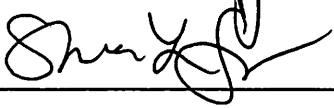
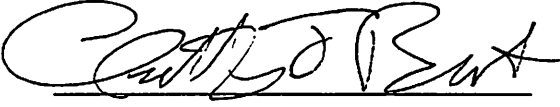
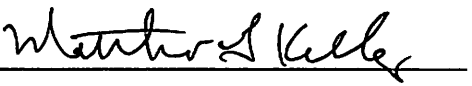


Duration of Agreement

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

For the Wellesley Teachers' Association

For the Wellesley School Committee

  
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President  
  
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APPENDIX A  
DUES AUTHORIZATION CARD



**APPENDIX B**

**EDUCATIONAL LEAVE AGREEMENT**

Wellesley Public Schools  
40 Kingsbury Street  
Wellesley, Massachusetts 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 to be rendered.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Superintendent of Schools

**APPENDIX C**

**APPLICATION FORM FOR EDUCATIONAL LEAVE OF ABSENCE**

Wellesley Public Schools  
40 Kingsbury Street  
Wellesley, Ma 02481

**APPLICATION FORM FOR EDUCATIONAL LEAVE OF ABSENCE**

Name \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

3. In what ways does your service, dedication to the teaching profession, rapport

with students and colleagues, and willingness to cooperate with others merit the consideration of an educational leave?

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

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

Preliminary Approval:

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

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

Final Approval:

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

## **APPENDIX D**

### **Wellesley Supervision and Evaluation System**

- (a) All evaluations of Administrators 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 an Administrator's rating is "needs improvement" or is "unsatisfactory", a central office Administrator of the Administrator's choosing shall review observation and evaluation reports, the Administrator's personnel file, and shall collect additional relevant data, if needed, which shall always include at least one classroom observation, to determine whether the Administrator needs significant improvement.
- (c) No material derogatory to an Administrator's conduct, service, character or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review the material. The Administrator 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 Administrator 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) Administrators 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. Administrators will have the right to discuss such reports with their evaluators and supervisors. Upon request of the Administrator, 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 superintendent, assistant superintendent or principal for disciplining or reprimanding an Administrator 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 Administrator 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 Administrator for the applicable time period.

(h) The Superintendent shall not decide to not reappoint any Administrator who has served at least three (3) years unless the Superintendent or his/her designee from the Central Administration, not including the primary evaluator of the Administrator, has first read all of the evaluations and other material upon which such decision would be based and unless the Administrator 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 27 for dismissal, suspension and demotion of Administrator 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 an Administrator with Professional Teacher Status for failure to meet the district's professional performance standards.

#### Purpose of Educator Evaluation

The parties agree that the primary purposes of evaluation are:

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

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

#### Definitions

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

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

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



process may take place at any time during the evaluation cycle, but typically takes place at mid-cycle.

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

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

- (a) Normal supervisory responsibilities of department, building and district Administrators will cause Administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the Administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the educator, are not observations as defined in this Article.
  - (b) If the evaluator is actively engaged in note-taking while in the classroom, the visit to the classroom shall be considered an unannounced observation pursuant to this definition and the educator can expect targeted and constructive feedback as described above.
- V) Parties: The parties to this agreement are the Wellesley Teachers Association and the School Committee of the Town of Wellesley.
- W) Performance Rating: Describes the educator's performance on each performance standard overall. There shall be four performance ratings:
- 1) Exemplary: The educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of Exemplary on a standard indicates that practice significantly exceeds Proficient and could serve as a model of practice on that standard district-wide.
  - 2) Proficient: The educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - 3) Needs Improvement: The educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be Unsatisfactory at this time. Improvement is necessary and expected.
  - 4) Unsatisfactory: The educator's performance on a standard or overall has not significantly improved following a rating of Needs Improvement, or the educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- X) Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, s 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- Y) Professional Teacher Status: The standard granted to an educator pursuant to M.G.L. c.71, s 41.
- Z) Rating of Educator Impact on Student Learning: A rating of high, moderate or low, based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-

determined measures to arrive at an educator's rating of impact on student learning, growth and achievement.

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

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

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

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

### **Process**

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

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

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

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

## **DATA SOURCES**

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

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

## **RUBRICS**

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

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

2. "Specialized Instructional Support Personnel" (SISP): Unless otherwise specified in this document, SISPs will use the appropriate model SISP rubric from the Department of Elementary and Secondary Education.
3. Caseload educators: Unless otherwise specified in this document, Caseload Educators will use the model SISP rubric from the Department of Elementary and Secondary Education.
4. Nurses will use the "School Nurses Adaption" of the model SISP rubric.
5. Unit B:Unit B Administrators will use a rubric that was developed and approved by the Working Group.

## **EVALUATION CYCLE**

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

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

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

2. **Self-Assessment:** By September 30th, an Administrator 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 Administrator 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 Administrator 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 Administrator Goal Setting and Plan Development process addresses the analysis of student learning, growth and achievement of the students under the Administrator's responsibility. Administrators shall record their goals and proposed actions on the Administrator Goal-Setting and Plan Development form.

**4. Observations:**

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

b. Within two (2) school days after each observation, the Administrator 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 Administrator is progressing towards goals set forth in the Administrator's Plan and next steps for growth.

c. Within two (2) school days of the post-observation conversation, the Administrator will complete the Post Observation Form to document the conversation.

d. Within two (2) school days of the Administrator completing the Post Observation Form, the Evaluator will review the comments from the Administrator. The Evaluator must acknowledge his/her review on the form. The Evaluator may also provide additional comments and recommendation for growth using the Post Observation Form (Appendix F). If the Evaluator makes additional comments, he or she must notify the Administrator via email.

e. An Administrator may respond separately in writing to an Evaluator's comments in the Post Observation form. An Administrator should make such response within five (5) school days of being notified of the additional comments.

f. In order to promote candor in the Post Observation Dialogues, access to a Post Observation Form shall be limited to the Primary Evaluator, except in the case where a Contributing Evaluator conducted the observation. In the case where a Contributing Evaluator conducted the observation, that Evaluator may only view the Post Observation Forms created by the Administrator and the Contributing Evaluator.

**1. Formative Assessment**

**a. MID-CYCLE REPORT:**

i. For Administrators whose performance rating is Needs Improvement or Unsatisfactory, and who are not demonstrating



growth towards goals, the evaluator will provide a mid-year report using the Mid-Cycle Progress Form by January 15 (Appendix G). The Administrator may respond in writing to the Formative Assessment within five (5) days of receiving the Formative Assessment.

- ii. For Administrators employed 3 or more years on a Directed Growth Plan or a 1-year Self-directed Growth Plan, the Evaluator will provide a mid-year report using the Mid-Cycle Progress Form by January 15 (Appendix G). The Administrators may respond in writing to the Formative Assessment within five (5) days of receiving the Formative Assessment.
- iii. For all Administrators employed 3 or more years on a 2-year Self-Directed Growth Plan, the Evaluator will provide a Mid-cycle Progress Report to the Administrator by June 1.

## **2. Summative Assessment**

- a. **SUMMATIVE EVALUATION REPORT:** All participating staff will receive an end-of cycle report using the Summative Evaluation Report. The Summative Evaluation Report will include progress toward student learning goals, progress toward professional practice goals, and a rating on each standard. The professional judgment of the primary evaluator shall determine the overall summative rating that the Administrator receives.
- b. Administrators rated “Proficient” or “Exemplary” in Standards 1 and 2 may be eligible for a summative rating of “Proficient”. Administrators rated “Needs Improvement” or “Unsatisfactory” will receive an overall summative rating of “Needs Improvement” or “Unsatisfactory”. The Summative Evaluation Report shall recognize areas of strength as well as identify recommendations for professional growth.
- c. For an Administrator on a Developing Educator Plan, a Directed Growth Plan or an Improvement Plan, the Evaluator shall deliver the Summative Evaluation by May 1.
- d. For an Administrator on a Self-Directed Growth Plan, the Evaluator shall deliver the Summative Evaluation Report by June 15.
- e. The Administrator 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 Administrator received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- f. A copy of the signed Summative Evaluation Report shall be placed in the Administrator's personnel file.

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

- a. For an Administrator employed 3 or more years whose overall performance rating is exemplary or proficient and whose impact on student learning is moderate or high, the Educator shall follow a two year Self-Directed Growth Plan.
- b. For an Administrator employed 3 or more years whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Administrator shall follow a one-year Directed Growth Plan.
- c. For an Administrator employed 3 or more years whose overall performance is unsatisfactory, that Administrator shall follow an Improvement Plan.

### **4. Improvement Plan**

- a. An Improvement Plan is for those Administrators employed 3 or more years 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 Administrator 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 Administrator on an Improvement Plan, the Administrator, 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 Administrator must take to improve and the assistance to be provided to the Administrator 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 Administrator must complete as a means of improving performance;

- iii. Describe the assistance that the district will make available to the Administrator;
  - 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 Administrator which must include minimally the Primary Evaluator;
  - vii. Include the signatures of Administrator and Primary Evaluator.
- f. A copy of the signed Plan shall be provided to the Administrator and the Association. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- g. In the event that Administrator 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 Administrator at the end of the period determined by the Evaluator for the Plan. Decision on the Administrator's status at the conclusion of the Improvement Plan. All determinations must be made no later than May 1. One of three decisions must be made at the conclusion of the Improvement Plan:
1. If the Evaluator determines that the Administrator has improved his or her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.
  2. In those cases where the Administrator 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 Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.

3. In those cases where the Administrator 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 Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Administrator be dismissed.
4. If the Evaluator determines that the Administrator's practice remains at the level of Unsatisfactory, the Evaluator shall recommend to the Superintendent that the Administrator be dismissed.

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

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

1. Basis of the Impact on Student Learning Rating
  - a. The following student performance measures will be the basis for determining an Administrator's impact on student learning, growth, and achievement.
    - i. Statewide growth measure(s): Where available, statewide growth measures must be selected each year as one of the measures used to determine the Administrator's ISL.
    - ii. District-Determined Measures (DDMs) of student learning, growth, or achievement.
2. Identifying and Selecting District-Determined Measures
  - a. The Working Group representing teachers and Administrators shall review and approve DDMs.
  - b. The Working Group shall be co-chaired by the president of the bargaining unit or his/her designee and the Superintendent or his/her designee.
  - c. The parties shall endeavor to provide, to the extent practicable, representation of Educators from a variety of grade levels and disciplines.
  - d. The Working Group shall be composed of an equal number of members chosen by the Association (or designee) and by the superintendent (or designee).
  - e. Working Group shall:
    - i. Review and approve assessments and other measures recommended by Educators and Administrators from across the district for adoption as DDMs.

- ii. Request additional information about an assessment or other measure recommended for adoption as a DDM.
  - iii. Make recommendations to an Administrator or Educator for the modification of an assessment or other measure to make the measure more suitable as a DDM. At the request of an Administrator or Educator who proposed the DDM, the Working Group will meet with that Administrator or Educator to discuss the DDM.
- f. Evaluators shall:
- i. Submit at least two (2) measures of student learning, growth, or achievement for each Administrator based on recommendations from Administrators with expertise in the content area. The same measures can be used for multiple Administrators, 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 Administrators regarding the effectiveness of the selected DDMs.
  - iv. Work with Administrators with expertise in the content area to make modifications to or propose alternative DDMs as necessary.
- g. DDM Selection Criteria
- i. *DDMs must meet the definition of direct or indirect measures as defined above.*
    - 1. *For all classroom Educators, at least one measure in each year that will be used to determine an Educator's ISL must be a direct measure.*
    - 2. *Other measures may be direct or indirect.*
  - ii. *DDMs must be comparable across grade, course level or subject level district-wide, as appropriate.*
  - iii. *DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes high, moderate, and low student growth.*
  - iv. *DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks, when possible.*
- h. Process for Selecting DDMs
- i. The DDMs Working Group shall provide a written recommendation to the school committee and local association by the Fall of 2016 which identifies at least two (2) DDMs for each

educator. After three (3) years of data for a DDM, the DDM, in combination with professional judgment, can be used to determine each Administrator's ISL Rating.

- ii. The school committee and the local association shall ratify the DDM list or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under G.L. c. 71, sec. 38.
- iii. Administrators must be informed of the DDMs that will be used to determine their Student Impact Ratings no later than September 30th.- Administrators may elect to use DDMs as a measure for the student learning and/or professional practice goal. The parties agree to implement staff and student feedback surveys during school year 2016-2017. Staff and student survey data will not impact an Administrator's evaluation. The staff and student surveys and method of distribution will be approved by the Working Group prior to implementation.
- iv. To ensure the effective implementation of DDMs, the superintendent (or designee), with input from the Working Group and the Professional Development Committee, shall arrange professional development for all Educators, principals, and other Evaluators that includes the following:
  1. Overview and selection process
  2. Implementation plan
  3. Administration and evaluating
  4. Impact on Student Learning Rating
  5. Student roster attribution
- i. Process for Reviewing DDMs
  - i. Annually, Evaluators Administrators will submit to the Working Group a brief update on the DDMs being used. This update shall include an assessment of the effectiveness of the DDM and any requested modifications. The update may be submitted jointly or separately by the Evaluator and Administrator.
  - ii. During the year, as needed, an Evaluator and/or Administrator may request feedback from the Working Group on a DDM. Substantial modification to a DDM or replacement of a DDM must follow the ratification procedures in h., above.

### 3. Defining ISL Ratings

- a. In order to create a valid definition of high, moderate and low student growth, the district will pilot DDMs for a period of three (3) years and gather data on those DDMs.
- b. In April of the third year of the pilot, Evaluators and Administrators will use this data to recommend definitions of high, moderate and low student growth to the Working Group for the specific DDMs.
- c. The Working Group shall:
  - i. Review the definitions of high, moderate and low growth.
  - ii. Request additional information about a definition as necessary.
  - iii. Make recommendations to an Evaluator or Administrator for the modification of a definition. At the request of an Evaluator or Administrator who proposed the definitions, the Working Group will meet with that Evaluator or Administrator to discuss the DDM.
- d. The DDMs Working Group shall provide a written recommendation to the school committee and local association by Fall 2016 for the definitions of high, moderate and low student growth.
- e. The school committee and the local association shall ratify the definitions or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under G.L. c. 71, sec. 38.

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

- a. The Evaluator will meet with the **Administrator** annually to conduct a collaborative conversation about the Administrator's student outcomes on the DDMs administered in the previous year. For each DDM, the Evaluator and the Administrator 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 Administrator's students achieved high, moderate or low growth in comparison to the growth expectations for the specific DDM. Based on this conversation, as part of the continuous learning cycle for the Administrator, the Evaluator may recommend that the Administrator continue using current instructional approaches, materials and/or pacing, or suggest modifications or changes to them. Administrators shall have an

opportunity to review and confirm the roster of students whose outcomes will be used in the determination of their ISL for each DDM.

- i. For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1<sup>st</sup> or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an Administrator's impact on student growth.
    - ii. For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an Administrator's impact on student growth.
    - iii. DDM results from students who are not present for instruction or education services for at least ninety (90%) percent of the allotted instructional or service time shall not be used in the determination of an Administrator's impact on student growth.
  - b. Following the conversation outlined in 4a., above, the Evaluator shall use his/her professional judgment to determine whether an Administrator meets the definitions for having a high, moderate, or low impact on student learning. The Evaluator will consider the determinations of student growth that resulted from the annual conversations held pursuant to section 4a above (high, moderate, or low) from at least two measure relative to at least three years of data and will apply professional judgment to those determinations in order to designate the Administrator's ISL. The Evaluator's professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students and the environment.
  - c. Before making a final determination that an Administrator's ISL rating is low, the Evaluator shall refer the matter to the Working Group for review. *The Working Group shall then make recommendations regarding that ISL Rating for consideration by the Evaluator.*
  - d. The Evaluator shall meet with the Administrator rated low to discuss the ISL Rating. The Evaluator may meet with the Administrator rated moderate or high to discuss the ISL Rating, if either the Administrator or the Evaluator requests such a meeting.
5. Intersection between the Summative Performance Rating and the ISL Rating
  - a. An Administrator's Summative Performance Rating is a rating of Administrator's practice and remains independent from the



Administrator's ISL Rating, which is a rating of impact on student learning, growth, and achievement.

- i. Rating of Overall Administrator Performance: The Administrator's Overall Performance Rating is based on the Evaluator's professional judgment and examination of evidence of the Administrator's performance against the four Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.
  - ii. Results from DDMs and the ISL Rating are used to inform the Administrator's Self-Assessment, to develop a professional practice goal or student learning goal and the resulting Administrator Plan.
  - iii. Administrators may elect to use DDMs as a measure for the student learning and/or professional practice goal.
  - iv. Neither the Administrator's professional practice goal nor the student learning goal shall be expressed in numerical terms or in terms of any test score or growth score.
- b. Administrators employed 3 or more years whose Summative Performance Rating is exemplary and whose ISL Rating is moderate or high shall be placed on a two-year self-directed growth plan and may be recognized in a manner that has been collectively bargained between the Association and the Committee.
- c. Administrators employed 3 or more years whose Summative Performance Rating is proficient and whose ISL Rating is moderate or high shall be placed on a two-year self-directed growth plan and may be recognized in a manner that has been collectively bargained between the Association and the Committee.
- d. Administrators employed 3 or more years whose Summative Performance Rating is exemplary and whose ISL Rating is low shall be placed on a one-year self-directed growth plan.
- i. In such cases, the Evaluator's supervisor shall discuss and review the ISL Rating with the Evaluator and the supervisor shall confirm or revise the Administrator's ISL Rating. In cases where the superintendent serves as the Evaluator, the superintendent's decision on the rating shall not be subject to review.
  - ii. The Administrator and the Evaluator shall analyze the discrepancy between the Summative Performance Rating and Student Impact Rating to seek to determine the cause of the discrepancy.
  - iii. The Administrator Plan may include a goal related to examining elements of practice that may be contributing to low impact.
- e. Evaluators shall use evidence of Administrator performance and impact on student learning, growth, and achievement in the goal setting and

Administrator plan development processes, based on the Administrator's self-assessment and other sources that the Evaluator shares with the Administrator.

## APPENDIX E

### Principles of Effective Administrative Leadership

The School Committee shall establish evaluation systems and performance standards for the evaluation of Administrators that include all of the principles of evaluation, set forth in 603 CMR 35.00-35.11. School committees may supplement the standards and indicators in 603 CMR 35.04 with additional measurable performance standards consistent with state law and collective bargaining agreements where applicable. The district shall adapt the indicators based on the role of the Administrator to reflect and allow for significant differences in assignment and responsibilities. The district shall share the performance standards with all Administrators.

**(1) Instructional Leadership standard:** Promotes the learning and growth of all students and the success of all staff by cultivating a shared vision that makes effective teaching and learning the central focus of schooling.

*(a) Curriculum indicator.* Ensures that all teachers design effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

*(b) Instruction indicator.* Ensures that instructional practices in all settings reflect high expectations regarding content and quality of effort and work, engage all students, and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.

*(c) Assessment indicator.* Ensures that all teachers use a variety of formal and informal methods and assessments to measure student learning, growth and understanding, and also make necessary adjustments to their practice when students are not learning.

*(d) Evaluation indicator.* Provides effective and timely supervision and evaluation in alignment with state regulations and contract provisions, including:

1. Ensures educators pursue meaningful, actionable, and measurable professional practice and student learning goals.
2. Makes frequent unannounced visits to classrooms and gives targeted and constructive feedback to teachers.

3. Exercises sound judgment in assigning ratings for performance and impact on student learning.
4. Reviews alignment between judgment about practice and data about student learning, growth, or achievement when evaluating and rating educators and understands that the supervisor has the responsibility to confirm the rating in cases where a discrepancy exists.

(e) *Data-informed Decision-making indicator*. Uses multiple sources of evidence related to student learning, including state, district, and school assessment results and growth data, to inform school and district goals and improve organizational performance, educator effectiveness, and student learning.

**(2) Management and Operations standard**: Promotes the learning and growth of all students and the success of all staff by ensuring a safe, efficient, and effective learning environment, using resources to implement appropriate curriculum, staffing, and scheduling.

(a) *Environment indicator*. Develops and executes effective plans, procedures, routines and operational systems to address a full range of safety, health, emotional, and social needs of students.

(b) *Human Resources Management and Development indicator*. Implements a cohesive approach to recruitment, hiring, induction, development, and career growth that promotes high quality and effective practice.

(c) *Scheduling and Management Information Systems indicator*. Uses systems to ensure optimal use of time for teaching, learning and collaboration.

(d) *Laws, Ethics and Policies indicator*. Understands and complies with state and federal laws and mandates, school committee policies, collective bargaining agreements, and ethical guidelines.

(e) *Fiscal Systems indicator*. Develops a budget that supports the district's vision, mission and goals; allocates and manages expenditures consistent with district/school level goals and available resources.

**(3) Family and Community Engagement standard**: Promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the mission of the school and district.

(a) *Engagement indicator*. Actively ensures that all families are welcome members of the classroom and school community and can contribute to the classroom, school, and community's effectiveness.

(b) *Sharing Responsibility indicator*. Continuously collaborates with families to support student learning and development both at home and at school.

(c) *Communication indicator*. Engages in regular, two-way, culturally proficient communication with families about student learning and performance.

(d) *Family Concerns indicator*. Addresses family concerns in an equitable, effective, and efficient manner.

**(4) Professional Culture standard:** Promotes success for all students by nurturing and sustaining a school culture of reflective practice, high expectations, and continuous learning for staff.

(a) *Commitment to High Standards indicator*. Fosters a shared commitment to high standards of teaching and learning with high expectations for achievement for all, including:

1. **Mission and Core Values:** Develops, promotes, and secures staff commitment to core values that guide the development of a succinct, results-oriented mission statement and ongoing decision-making.
2. **Meetings:** Plans and leads well-run and engaging meetings that have clear purpose, focus on matters of consequence, and engage participants in a thoughtful and productive series of conversations and deliberations about important school matters.

(b) *Cultural Proficiency indicator*. Ensures that policies and practices enable staff members and students to contribute to and interact effectively in a culturally diverse environment in which students' backgrounds, identities, strengths, and challenges are respected.

(c) *Communications indicator*. Demonstrates strong interpersonal, written, and verbal communication skills

(d) *Continuous Learning indicator*. Develops and nurtures a culture in which all staff members are reflective about their practice and use student data, current research, best practices and theory to continuously adapt instruction and achieve improved results. Models these behaviors in the Administrator's own practice.

(e) *Shared Vision indicator*. Successfully and continuously engages all stakeholders in the creation of a shared educational vision in which every student is prepared to succeed in postsecondary education and careers, and can become responsible citizens and community contributors.

(f) *Managing Conflict indicator*. Employs strategies for responding to disagreement and dissent, constructively resolving conflict, and building consensus throughout a district/school community.

**APPENDIX F**  
**Grievance Form**

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

Association Schedule Date \_\_\_\_\_ School Committee Schedule Date \_\_\_\_\_

Date of Occurrence \_\_\_\_\_

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

Grievance Time Limit \_\_\_\_\_ First Step Answer By \_\_\_\_\_

Second Step Referral By \_\_\_\_\_ Superintendent's Answer By \_\_\_\_\_

Third Step Referral By \_\_\_\_\_ School Committee's Answer By \_\_\_\_\_

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

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

**APPENDIX G**  
**Health Insurance**

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

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

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

reimbursement for consideration to a town-wide account of \$50,000. Reimbursements from this account will be based on the HRA reimbursement structure for the year. Reimbursement amounts will be calculated based on equitable distribution of funds after all eligible requests are submitted.

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