

MEMORANDUM OF AGREEMENT  
2023 - 2026 Successor Agreement for All Units of the WEA

Pursuant to the provision of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the School Committee of the Town of Wellesley and the Wellesley Educators Association. The agreement between the parties effective July 1, 2022, to June 30, 2023 will be amended as follows:

**The parties will make the following changes to the Unit A, Unit B, Unit C, Unit D & Unit E WEA Collective Bargaining Agreements.**

1. **Association Name:** All references to the Wellesley Teachers Association or WTA will be replaced with the "Wellesley Educators Association" or "WEA", respectively.
2. **Association Name:** All references to the Wellesley Educational Professional Staff Association or WEPSA will be replaced with "Wellesley Educators Association" or "WEA", Respectively.
3. **Pronouns:** All references to gendered pronouns will be replaced with gender neutral pronouns: He/She will be "they", His/Her will be "their", Him/Her will be "them", etc.
4. **Association Responsibility Language:** The Association shall be responsible for representing the interest of all employees in the bargaining unit without discrimination and without regard to Association membership.
5. **Sick Time:** Any employee who accepts a position in a different bargaining unit shall maintain their accrued sick days.
6. **Jury Pay:** This article will be modified to accommodate all units.

The Wellesley Public Schools will compensate EMPLOYEES their regular salary for the time that they serve on jury duty, extended jury duty, grand jury, and federal jury. Any compensation received by AN EMPLOYEE, ON A REGULARLY SCHEDULED WORK DAY, 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 EMPLOYEE to the payroll department upon completion of service.

7. **Grievance Language:** All units will adopt the provisions of Article 22: Grievance Procedure in the 2019-2022 Unit A Collective Bargaining Agreement with the following modifications to this language:

7.1. The word "supervisor" will replace "superior".

7.2. The Association will have 25 school days to initially file a grievance.

7.3. The Director of Human Resources will be notified of all filed grievances.

7.4. The Superintendent will have 10 school days to respond to a grievance after a Level 3 Hearing occurs.

7.5. No response with the stated timeline at any level moves the grievance to the next Level.

7.6. 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-five (25) school days of the end of the school year, the time limits specified in Section D of this Article shall be extended into the next school year, except in cases contesting employment status, FTE, position, or cases involving a 12-month employee. In these cases, the time limits specified in Section d of the 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.

8. **Health & Safety JLMC:** A Health & Safety Joint Labor Management Committee (JLMC) shall be composed of an equal number of members chosen by the Association and by the superintendent (or designee). The Health and Safety Joint Labor Management Committee shall be chaired by the Association president (or designee) and a person designated by the superintendent. This committee shall:

8.1. Have an equal number of members from the Association and Administration;

8.2. Shall convene three times each year to review concerns, seek information, and make recommendations to appropriate oversight departments (i.e. Facilities Management Department - FMD; School Administration, etc.). Building based committees can share concerns, questions with the larger, central committee. The committee will continue to discuss updated guidance by state, federal and medical sources.

8.3. The first meeting of this committee will convene no later than November 1 of each Year.

8.4. The Committee may elect not to meet at a scheduled time with mutual and unanimous consent of its members. In such cases, the committee co-chairs will exchange reports from their constituencies electronically.

8.5. It is agreed by both parties that all supervisors must comply with safety guidelines and may not create individual requirements for their building.

**9. Special Education Working Group:** The Special Education Working Group shall include an equal number of members chosen by the WEA and by the superintendent (or designee). The working group shall be chaired by the WEA President (or designee) and a person designated by the superintendent. The responsibilities of the working group are detailed below:

9.1. The working group shall meet at least one time prior to the administration caseload review in November and they shall meet at least one time prior to the administration caseload review in March of each school year, per Article 6A of the Collective Bargaining Agreement between the School Committee of the Town of Wellesley and the WEA. The meetings shall be held during the school year.

9.2. The Working Group will discuss current challenges, review processes for special education staffing, and make recommendations for improvement to Administration.

9.3. Other parties may be invited to these meetings if the Working Group decides to extend an invitation.

**10. The duration clause** will reflect the language of the 2019-2022 Unit A Collective Bargaining Agreement and modified to reflect agreements with start dates of July 1, 2023 and an end date of June 30, 2026.

**11. Parental Leave** (Each Unit will establish a Parental Leave Bank) **Add to All Units**

(To be effective upon ratification May 17, 2023)

The parties agree to revise contracts to reflect the following:

(This change eliminates the prior cap of 15 family sick days for non-birthing parents and creates parity for anyone approved for parental leave and creates a "parental leave bank" funded by members).

Employees who take parental leave may use their own accrued paid leave (sick, vacation, and/or personal leave, depending on the contract in question) for up to 8 weeks if eligible under the Mass. Parental leave Act (MPLA), or up to 12 weeks if eligible for Family and Medical Leave Act (FMLA).

Establish a "Parental Leave Bank" for each Unit from donations of sick leave days from all units that will provide for up to five (5) days of paid parental leave per child prior to eligible employees using their own accrued leave time. Unit members will utilize their own sick leave (personal and/or vacation) for the remainder of the leave. The bank shall be funded by a donation of one (1) sick day of sick leave (from each member's leave bank) of the bargaining units.

Replenishment of the "bank" will follow the Unit's Sick Bank guidelines.

Participation is mandatory.

Distribution of time will be managed by the Human Resources Department.

For the concurrent birth or adoption of two or more children, a number of additional weeks up to the maximum allowable through MPLA may be taken, to be deducted from accumulated personal sick leave under [Insert Relevant Sick-Leave for each unit] of this Agreement.

Eligible staff (after their probationary period is completed), will enter into the Parental Leave under the language of the corresponding law (FMLA/MPLA), which is "at the time of birth or adoption" but not substantially later.

If both parents are employees of the Wellesley Public Schools, both members will be entitled to the full leave.

The salary is prorated for less than full-time employees (i.e. if you are a 0.6 FTE, you will be granted 5 (0.6) days).

The employee must be employed for a minimum of three (3) months to be eligible for this benefit

### **The parties will make the following changes to the Unit A Collective Bargaining Agreement.**

12. **Special Education Testing Block:** School-based Special Educators, Occupational Therapists, Physical Therapists, Speech and Language Pathologists, School Psychologists, and Board Certified Behavioral Analysts who are required to conduct initial eligibility and/or evaluation/reevaluation in relation to a referral for IEP services shall be permitted to set aside sixty (60) consecutive minutes per week (or per cycle in the case of the secondary schools) dedicated to testing necessary to support their professional work.

13. **Positions:** The 1-1 Coordinator will work 189 days per year. The Instructional Data Coordinator shall be removed from the bargaining Unit.

14. **Bereavement:** Members' access to bereavement leave will not be restricted by contract or calendar year. Leave extensions may be granted by the Director of Human Resources

15. **Course Approval & Reimbursement Language:** Course reimbursement will be made available when...

15.1. graduate courses are taken by staff who are without master's degrees, or

15.2. employees seek professional licensure as required by the Massachusetts Department

of Education, or

15.3. a teacher's immediate supervisor, subject to the approval of the Assistant Superintendent of Teaching and Learning, verifies that there are no further in-district courses available for recertification in that teacher's licensure field, or

15.4. no DESE license exists for such employee, including but not limited to occupational and physical therapists, so long as that member maintains appropriate certification and/or licensure required to perform their duties, or

15.5. an employee must maintain a medical certification as a job requirement.

16. **PTS Observations:** Employees on a 2-Year Cycle will have at least 4 observations. If an educator works less than half of the evaluation cycle, a minimum of two (2) observations per year are conducted.

17. **Reduction In Force:** A significant difference between employees must constitute at least 2 evaluation points.

18. **JLMC to Review Guidance Counselor Job Descriptions:** The parties agree to convene a Joint Labor-Management Committee to review the High School Guidance Counselor job descriptions. Any modifications shall be mutually agreed to and implemented by June 30, 2025.

19. **Nurses Hours:** The text in Article 5 of the 2019-2022 Unit A CBA referring to 37.5 or 33.75 work hours for nurses will be removed.

20. **Secondary Office Hours Article 5(b):** All teachers shall be available after their last scheduled class or student supervision period for a period of time which shall be sufficient to take care of those details which usually are connected with the closing of the daily session and to meet with students who request help, except that on Fridays and days preceding a holiday, teachers and nurses are free from duty at the close of the students' school day. Members of the Bargaining Unit other than classroom teachers will work at their assigned tasks for at least the length of the regular full-time teachers' work day.

(Add): Secondary: High school classroom teachers will offer and post electronically in advance each week a time when they will be available to students a minimum of one day per week for before and/or after school support. At the middle school, classroom teachers will offer and post electronically in advance a time when they will be available to students a minimum of one day per week after school when they can meet with their teachers. For both high school and middle school, "classroom teachers" are defined as Unit A members who are assigned to teach a class/group of students. The Administration will work with teachers who are less than full time to arrange their availability to support students in accordance with this article.

Teachers that coach or direct after school sports, plays or activities that occur every day, seasonally, shall work with their supervisors to determine how student support will be given during the duration of the teacher's assignment.

Office hours will run for 35 minutes, either before or after the contractual day at the high school, and 2:40 p.m. - 3:15 p.m. at the middle school. Teachers are expected to stay in their work spaces for the duration of their office hours.

21 **Article 5(c)** Between 8:30 a.m. and 3:05 p.m., classroom teachers assigned to teach Kindergarten through Grade 5 will be provided a preparation period of at least thirty (30) continuous minutes except on Wednesdays. K-5 classroom teachers will be provided at least 150 minutes per week for preparation. All other K-5 teachers will receive 120 minutes per week for preparation.

Pre-K teachers will be provided at least 120 minutes per week for preparation.

22. **Article 5(d)** (This change removes the one-hour elementary after school Thursday time. All other language is currently in the contract.)

Revise 5(d) to read:

(d). Secondary Only: Teachers in the secondary schools may be required to remain after student dismissal for the day, without additional compensation, for up to sixty (60) minutes, not more than two (2) days of each month, for building meetings called by the school principal, curriculum meetings, or other meetings authorized by the Superintendent. When meetings are called involving teachers after school hours, the sixty (60) minute period will begin when student dismissal is complete.

23. **Article 5(e)** (This change removes elementary from the existing contract language.)

Revise 5(e) to read:

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

24. **Add new section 5(f):**

(f). Elementary Only: Three (3) Wednesdays each month will be designated for two-hour, district and/or principal directed collaborative team meetings, conferences, staff meetings, workshops, and activities which may be necessary to carry out the elementary programs. One Wednesday each month will be designated as a guaranteed "Preparation and Planning" (Prep and Planning) day. The Wednesday Prep and Planning block will be two (2) self-directed hours and teachers

shall not be required to attend meetings, in order to effectively prepare and plan for their students.

**25. Make this existing paragraph a new section 5(g):**

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

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

(Remaining subsections remain as is but need to be relettered. Existing (f) through existing (r) -move up two letters each. For example, existing (f) becomes (i); existing (g) becomes (j), etc.)

**26. Elementary Morning Duties** (Third paragraph of 5(b) currently in the contract)  
Elementary Schools - from 8:05 a.m. to 3:05 p.m. On all days, teachers will begin teaching activities at 8:30 a.m.

(Add): Literacy and Math Coaches, as well as elementary teachers of Art, Music, Health and Fitness, Spanish or Libraries may be assigned morning supervision duty provided their teaching responsibilities do not begin before 8:40 a.m.. The district shall make best efforts to find coverage to assign morning duty no more than two days a week per elementary Literacy and Math Coaches and teachers of Art, Music, Health and Fitness, Spanish or Libraries but may assign up to three days per week if necessary. (Continue remaining text with the addition of "All other" to distinguish from prior sentence)

All other elementary teachers will not be assigned a student supervision duty from 8:05 a.m. to 8:30 a.m. Elementary principals will hold ....

**27. Specialist FTE Calculation**

The Parties will create a Task Force to commence in Spring 2025-to study specialist teacher assignments. The Task Force will be composed of representatives designated by the School Committee and the Union. The Task Force may make recommendations to the SC based on its study.

**28. Appendix B Stipends**

ADD

- WPS (All Buildings)
- o (10) Equity Facilitator: \$1,289

Elementary and PAWS: Guiding Coalition \$1,301 (48)  
Remove elementary academic leaders (21) and academic support (21)

•WMS

- o Musical 2: \$2,579
- o Seed Program 2: \$1,289 (Increased from \$939)
- o Equity Facilitator 2: \$1,289

•WHS

- o Equity Facilitator 2: \$1,289
- o FIRST Robotics: \$1,289
- o Mock Trial: \$1,289
- o Rock Band: \$1,289
- o Young Ethnic Scholars: \$1,289

All stipends referencing Upham in Appendix B shall be removed from the contract when the building closes.

**The parties will make the following changes to the Unit B Collective Bargaining Agreement.**

29. **Positions:** The Department Head of Social Studies shall be added to the bargaining unit. The Director of Curriculum, Assessment and Accountability shall be added to the bargaining Unit (214A). The Department Head of Student Services (PreK), and the Director of Educational Technology shall be removed from the bargaining unit.

30. **Bereavement:** Members' access to bereavement leave will not be restricted by contract or calendar year. Leave extensions may be granted by the Director of Human Resources.

31. **PTS Observations:** Employees on a 2-Year Cycle will have at least 4 observations. If an educator works less than half of the evaluation cycle, a minimum of two (2) observations per year are conducted.

32. **Longevity:** Employees in the bargaining unit shall have their continuous years of service in Unit A credited to Unit B service in longevity calculations.

33. **Stipends:** Employees in the bargaining unit shall be eligible to receive Unit A stipends. Unit A, Appendix B stipends listed in Appendix XX of this Agreement for MTRS reference only.

Add:

**Unit A Stipends in Unit B CBA:** This copy of the appendix from the WEA, Unit A collective bargaining agreement ("Appendix B: Positions/Stipends"), containing extra-compensatory Wellesley Public School district positions, is included in this Unit B collective bargaining agreement to provide access to members of this unit to the Unit A stipends and make the stipend possibly pensionable if a member is selected for one of these positions. Please note that the inclusion of this appendix does not increase, expand, or duplicate any of these school



district positions. In addition, this appendix is not subject to any other provision of this collective bargaining agreement, including, but not limited to, Definitions, Recognition, and Membership.

34. **Article 13:** Mileage stipend of \$4,000 for the Athletic Director.

**The parties will make the following changes to the Unit C Collective Bargaining Agreement.**

35. **Unit Name & Position Title Changes**

35.1. The name of the Unit will be Unit C: Instructional Support Professionals

35.2. The word "paraprofessional" will be removed from all text of the CBA.

35.3. "Student Support Professionals" will refer to non-program and PAWS paraprofessionals. Elementary, secondary and post Secondary " Special Education Behavior Technicians" are paraprofessionals who work in the ISS, TLC, Skills and Launch programs.

35.4. "Nurse Paraprofessionals" will be changed to " Medical Support Professionals."

**36. Non-Discrimination Clause:** The Committee will not discriminate against any employee or applicant for employment by reason of their membership in the Association or by reason of any association activity on their part not in contravention of any provision of this Agreement, or because of race, creed, color, sex, age, national origin, gender identity, disability, sexual orientation, marital status, veteran status or religion.

37. **Job Groups:** Positions in the Bargaining Unit will be organized into the following job groups:

37.1. Group 1: General Education Teaching Assistants will include Library Instructional Assistants (WMS & WHS), Kindergarten Teaching Assistants, Building Teaching Assistants, World Language Teaching Assistant(s), Child Lab Teaching Assistant(s)

37.2. Group 2: Special Education Teaching Assistants

37.3. Group 3: Reading Interventionists, Math Interventionists, Student Support Professionals, Accompanists.

37.4. Group 4: Program-Based Special Education Behavior Technicians (TLC, Skills, Launch, & ISS)

37.5. Group 5: Medical Support Professionals

The current contract grids with the hours per day by position title and level will be replicated under each new group listed above.

38. **Adjustment to Work Hours:** The parties agree to adjust the following work hours:

38.1. Wednesday Afternoons: Special Education Elementary and Secondary Staff in Groups 2 and 3 (TAs and Paras) will work a full day (hours as defined in the CBA) on four (4) Early release Wednesdays to attend Departmental Meetings per contract year compensated at their hourly rate. Staff will be informed of the scheduled Wednesdays at the beginning of each school year via the district-wide Wednesday calendar.

38.2. Group 4: Effective July 1, 2023, Behavior Technicians in programs will work 7.0 hours per day.

38.3. Building Safety Training: Employees in the bargaining unit are required to remain after school for up to 1 additional hour per year with compensation to complete mandatory building safety training. Notice of such training shall be delivered to all members of the bargaining unit no later than the first Friday in September.

39. **Article 4:** Annual Renewal and Notification of Assignment (Unit C)

(Add two new sentences to the beginning of existing Article 4; all existing text remains as is):

After the completion of an initial 90-day probationary period, no employee shall be disciplined or dismissed during the current school year without just cause.

Teaching Assistants (TAs), Student Support Professionals and Behavior Technicians are subject to appointment on an annual basis. Written notice of renewal will be provided by May 5th to those employees who have completed seven (7) or more continuous years of service with the Wellesley Public Schools, or who otherwise qualify for longevity pay in accordance with Article 19, below, and by June 15th for all other employees within the bargaining unit. Administration will notify individuals of their specific assignments as determined.

40. **Article 6:** The parties agree to remove the conflicting language in Article 6 of the 2019-2022 Unit C CBA decrementing seniority language to permit seniority accrual while an employee is out on an approved leave of absence.

41. **FMLA:** Employees in the bargaining unit expected to work 1,000 hours or more per year will qualify for the Family Medical Leave Act.

42. **Military Leave Language:** Military leave without pay shall be granted for a period not exceeding five (5) years to any employee of the bargaining unit who is inducted or enlists in any branch of the armed forces of the United States. Upon discharge from active duty, the employee may within six (6) months apply for reinstatement and shall be placed on the salary

schedule at the level they would have achieved had they remained actively employed in the Wellesley School System during the period of their absence.

43. **Bereavement:** Members' access to bereavement leave will not be restricted by contract or calendar year. Leave extensions may be granted by the Director of Human Resources.

44. **Professional Development:** Additionally, employees in the bargaining unit shall have access to optional district-approved professional development on a space-available basis as all WEA members, to be taken outside of their scheduled work hours without additional compensation. Courses that occur within scheduled work hours require pre-approval from their supervisor.

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

46. **Personal Days:** Article 10C will be removed from the contract and the following language will be amended: Each Unit C member will be granted (proportional to their FTE), One (1) personal day in their first year of employment, two (2) personal days in their second year of employment to be used 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 to the immediate supervisor whenever possible. The benefits of this paragraph shall not be utilized so as to extend a holiday or vacation period, unless the Unit C member has a compelling reason beyond their 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 year.

47. **Letter of Reasonable Assurance:** Members with 7 or more years of service will have their letters delivered by May 5.

48. **Stipends:** Employees in the bargaining unit shall be eligible to receive Unit A stipends. Unit A, Appendix B stipends listed in Appendix XX of this Agreement for Retirement reference only. Pension eligibility is determined by the local Retirement Board.

49. **Sick 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) Employees in the bargaining unit shall be eligible to participate in the Sick Leave Bank upon completion of two (2) years of continuous employment in the bargaining unit. At the start of their third year of employment, one (1) day of their personal sick leave shall be contributed to the Bank. At the start of their third year, employees become eligible to petition 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 employee to have received medical advice or treatment during the 240-day period before the employee's first date of employment; or
2. a condition which caused the member 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 and personal leave, both annual and accumulated, and who still have a serious extended illness. Membership is mandatory.

Whenever the Sick Leave Bank is reduced to fifteen (15) days or less, it shall be renewed by the contribution of one (1) additional sick leave day by each participating member of the bargaining unit, who has at least two (2) continuous years of service, from their 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 and the balance of the Bank on September 1 of the current school year.

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

(e) The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the Superintendent. Both the Association and the Superintendent shall inform the other party in writing of their designated representatives by the end of the first full week of each school year. Such designation by the Association shall be limited to members of the bargaining unit and without regard to Association membership or non-membership. The Sick Leave Bank Committee shall determine the eligibility for members requesting

leave from the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

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

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

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

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

(h) In the event a member of the bargaining unit exhausts both their 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 their behalf by the Association or a relative or other legally designated representative.

(i) Part-time employees shall participate in the Sick Leave Bank program in the same proportions as they participate in the sick leave program as set forth in Section XX.

**50. Covering for Staff in a Higher Classification:**

Coverage for an absence position in a higher classification (TA covering for a Paraprofessional) in the PreSchool at Wellesley (PAWS) program –Teaching Assistants will be compensated \$15.00 per day in addition to their regular wages to provide substitute coverage for a higher classified position (paraprofessional), provided the coverage is for the full day regularly worked by the employee. These additional daily rates apply to assignments less than 5 consecutive days addressed in paragraph b. Coverage must be for consecutive hours and assigned by the Director of PAWS, the position must be vacant or the employee (paraprofessional) must be out on a documented absence from work.

51. **Holidays, Article 9:** Amend to include Christmas, Memorial Day and Presidents' Day.

**The parties will make the following changes to the Unit D and the Unit E Collective Bargaining Agreements.**

52. **Merging of Units:** WEA Unit D and WEA Unit E, also referred to as WEPSA Unit A and WEPSA Unit B, shall be merged into one combined unit. A language committee appointed by the respective parties will collectively agree on how best to reconcile language differences between these two contracts. In no instance will language reconciliation result in a waiver of rights or terms by either party.

53. **Unit Name:** The name of the bargaining unit will be Unit D: Administrative Support Professionals.

54. **Positions & Hours:** The parties agree to implement the following changes.

54.1 The agreement will reflect all position changes agreed to in the Units D & E Job Reclassification MOA signed April 4, 2022.

54.2. WMS and WHS Special Education Secretaries will be 12-month, 1.0 FTE positions effective July 1, 2023.

55. **Holidays:** Juneteenth will be a paid holiday at the student-day rate.

56. **Overtime Approval:** In the event that an emergency student supervision issue arises (student returned on bus, parent emergency / late pick-up, etc.), building based employees may work additional time to provide supervision to impacted students. The employee will notify their supervisor and the Assistant Superintendent for Finance and Operations at each occurrence.

57. **Summer Fridays:** Employees shall be notified by March 1 as to whether the superintendent shall close the school department on Fridays in July of the same year.

58. **Article 8:** The parties agree to remove Article 8 "pre employment physical" from the Unit D Collective Bargaining Agreement.

59. **Article 11:** Remove language about decrementing earned vacation time based on Termination.

60. **Weather Delays:** When the superintendent delays the start of school by 1 hour, an employee may arrive up to 30 minutes after their normal report time with no loss of compensation or decrement to personal or vacation accruals. When the superintendent delays the start of school by 2 hours, an employee may arrive up to 60 minutes after their normal report time with no loss of compensation or decrement to personal or vacation accruals.

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

62. **Article 23:** Mileage stipend of \$2,000 for the Assistant Athletic Director and the Transportation Director (Job Group C).

63. **Joint Labor Management Committee:** A Committee made up of equal members from the WEA and WPS will convene to determine the following...

63.1. Rates for the Principal's Secretaries, effective FY25.

63.2. The reduction-in-force procedure for members of the bargaining unit.

64. **Professional Development:** Additionally, employees in the bargaining unit shall have access to optional district-approved professional development on a space-available basis as all WEA members, to be taken outside of their scheduled work hours without additional compensation. Courses that occur within scheduled work hours require pre-approval from their supervisor.

65. Employees hired prior to 10/1/2014, with a vacation accrual balance, will be paid for earned, banked days and will earn, accrue and utilize days as outlined in the CBA effective July 1, 2023.

**The parties agree to the following Compensation Package**

Component / Unit	Year 1A (SY'22-23)	Year 1B (SY'23-24)	Year 2 (SY'24-25)	Year 3 (SY'25-26)	TOTAL
COLA Unit A	2.75%	2.50%	2.75%	3.00%	11.00%
COLA Unit B	2.75%	2.50%	2.75%	3.00%	11.00%
COLA Unit C* (TA Salary Table Y1a)	5.25%*	4.00%	2.75%	3.00%	15.00%
COLA Unit D/E	4.00%	4.00%	2.75%	3.00%	13.75%
Appendix B (Stipends/Coaches)	2.75%	2.50%	2.75%	3.00%	11.00%
Longevity Unit A	5.00%	5.00%	5.00%	2.00%	17.00%
Longevity Unit B	5.00%	5.00%	5.00%	2.00%	17.00%
Longevity Unit C (Revised Y1a)	5.25%*	4.00%	2.75%	3.00%	15.00%
Longevity Unit D/E	4.00%	4.00%	2.75%	3.00%	13.75%
Workshop Rate Unit A		2.50%	2.75%	3.00%	8.25%
Holidays Unit C	3 (New)				\$365K
Unit C Retention Payments	\$4K/\$3K	\$3K/\$2K	\$2K/\$1K	\$1K/\$0	\$1.59M
Vacation Unit D/E	Buy Out PY				\$170K
Unit D/E Retention Payments	\$4K/\$3K	\$3K/\$2K	\$2K/\$1K	\$1K/\$0	\$284K
<b>Yearly Value</b>	<b>\$3.16M</b>	<b>\$2.85M</b>	<b>\$2.78M</b>	<b>\$2.78M</b>	
<b>Four-Year Contract Total Increase</b>			<b>\$11,574,977</b>		



Upon signing this agreement, a language committee will meet to implement the changes agreed to by both parties. In no instance will language reconciliation result in a waiver of rights or terms by either party.

This Memorandum of Agreement is subject to the ratification of the parties.

Accepted and agreed to:

**For the Association:**

Kyle Gekopi 7/20/23  
Kyle Gekopi, WEA President Date

Ryan Liacos 7/28/23  
Ryan Liacos, Interim Chair of Bargaining Team Date

**For the School Committee:**

Craig Mack 7/26/2023  
Craig Mack, SC Chairperson Date

Catherine C Mirick 7/25/23  
Catherine Mirick, SC Vice Chairperson, Date