

AGREEMENT
between the
BOYLSTON SCHOOL COMMITTEE
and the
BOYLSTON TEACHERS' ASSOCIATION

August 25, 2015

through

August 24, 2018

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Side Letters (2): (1) Amendment to Article XIII, Section B – Sick Bank; (2) Amendment to Article XVIII – Salaries.

ARTICLE I
RECOGNITION

A. It is understood and agreed that the Committee, acting in accordance with the authority of Section 6 of Chapter 150E of the Massachusetts General Laws, has recognized the Boylston Teachers' Association, an affiliate of the Massachusetts Teachers' Association and the National Educational Association, as the exclusive representative for purposes of collective bargaining of the Town of Boylston School Department employee unit identified as follows:

All teaching personnel employed by the Boylston School Committee, who hold certificates or waivers under Chapter 71 of the Massachusetts General Laws, and who perform a school-related function such as the librarian, reading and science coordinators, guidance counselors, reading specialists, hearing and speech therapists, nurse, etc.

Included within the category of waiver personnel shall be those for whom an application for waiver has been filed and is still pending.

Excluded from the unit, the Superintendent, Principals, substitutes, tutors, teacher-aides, and all other employees of the Municipal Employer.

B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers".

ARTICLE II
DUES DEDUCTION

The Committee, having accepted Section 17C of Chapter 180 (added by st. 1962, c. 175) by vote duly adopted on September 17, 1971, it is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the local Teachers' Association, the Massachusetts Teachers' Association, and the National Educational Association, all procedures to be in compliance with the terms and provisions of said Section 17C. The deductions shall be made as follows:

1. The Superintendent will furnish the Association annually by July 1 with a list of all new teachers who are employed thereafter prior to September 1.
2. The Association will furnish the Superintendent by August 10 each year with a list of those teachers who desire to have deductions made for professional dues.
3. Each teacher will sign an authorization form in triplicate stating the exact amount of each deduction and the total to be deducted over the deduction period.
4. There will be eight (8) semi-monthly installments, commencing with the first pay period in September and ending with the last pay period in December.
5. Any teacher who authorized deductions after the first pay period will be allowed to deduct professional dues only over the remaining pay periods ending with the last in December.
6. After authorizing deductions, a teacher must have that amount of deductions made each pay period until all payments are completed. Any teacher may stop deductions at any time by making a written signed statement to that effect to the

Superintendent of Schools. Once payments are so terminated, they may not be resumed that year.

7. Should a teacher not receive a payroll check during a pay period, provision must be made by the teacher for direct payment of dues to the Association for that pay period.
8. The treasurer of the governmental agency shall forward all monies deducted for professional dues once monthly to the treasurer of the Association after proper billing by the Association on or after the 20th day of each month.
9. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the ninety-first (91st) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Boylston Teachers' Association, an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted in eight (8) semi-monthly installments, commencing with the first pay period in September and ending with the last pay period in December. Said Agency Fee shall not exceed ninety (90%) per cent of Teachers Union dues, and shall be used solely for the purposes of paying the expenses of collective bargaining.

ARTICLE III
TEACHING YEAR AND TEACHING DAY

A. It is understood and agreed that the determination of the school calendar is a function of the School Committee. The teaching year of the teachers shall begin one (1) day (*) before the student school year.

B. Teachers are not required to be present in the school building or at their places of employment during student vacations and holidays, or during weekends.

C. The School Committee agrees that an effort will be made to notify the Association and allow in-put prior to the final establishment of the school calendar.

D. If any curtailed school day is creditable as a full pupil attendance day under State Department of Education regulations, said school day shall also be counted as a full day for the teachers.

E. The work day for teachers covered under this contract shall commence at 8:15 a.m. and terminate at the departure of the last scheduled bus, but in no event later than 3:15 p.m., provided that; if due to an emergency, the last scheduled bus has not departed by 3:15 p.m. coverage would be provided by teachers on a rotating basis.

(*) In case of new teachers, two (2) days may be required. The one (1) day in the case of regular teachers and the two (2) days in the case of new teachers need not necessarily occur just before the beginning of the student school year. They may be designated by the Superintendent during the week prior to the beginning of the student school year.

F. All full-day teachers will be granted a thirty (30) continuous minute duty-free lunch period each work day between the hours of 10:00 a.m. and 1:00 p.m.

G. Mondays will be set aside for staff meetings called by the Principal or Superintendent. Where possible, teachers will be given forty-eight (48) hours advance notice of such meetings. Except in emergencies, teachers will not be excused for classes, other employment, doctor or dental appointments, etc.

- No more than 16 staff meetings to be held on Mondays, with the understanding of no more than 2 per month, held from 3:15 PM to 4:15 PM. Agendas shall be provided to the Association by the Friday previous to the meeting date.
- A tentative calendar will be provided to the Association no later than June 30 for feedback to be given to the administration by July 14. The final calendar will be sent to teachers by August 1.
- The second meeting of the month will be reserved for the following, but not limited to, teacher common planning, curriculum planning, and professional development. The association will provide minutes to the administration by Friday following the meeting. If the first scheduled meeting is cancelled, then the agenda for the first meeting of the month will be followed at the second meeting.
- Meetings that are cancelled will not be rescheduled.

H. The Superintendent will schedule not more than three (3) evening meetings at which teacher attendance is required.

- One evening Fall Parent/Teacher Conference.
- One evening Fall Open House.

- A third evening meeting may be scheduled with agreement by the association, if needed.
- All bargaining unit members, regardless of FTE, are required to attend these events in their entirety.

I. Whenever the vocal music teacher, physical education teacher or art teacher is conducting a lesson in the regular teacher's classroom, the regular teacher will be permitted to be absent from the classroom. The time may be utilized by the teacher for preparation and planning.

J. The teacher work year shall consist of one hundred eighty-six (186) days which shall consist of student days, one day preceding the opening of school, professional development days and teacher work days. It is expressly understood that if one of the aforementioned one hundred eighty-six (186) days of the teacher work year is cancelled, for whatever reason, it will be made up for no additional compensation, on a date chosen by the Superintendent. The Superintendent may add up to three (3) additional days to the teacher work year, beyond the one hundred eighty-six (186) day school year, for the purpose of professional development. Teachers shall be compensated for these days which are in excess of one hundred eighty-six (186) at their prevailing per diem rate. Where feasible, notice of the number of additional days, beyond the one hundred eighty-six (186), shall be provided in advance of each school year.

K. Full-time teachers will be provided with a minimum of three (3) preparation and planning periods per five (5) day week. Preparation and planning time for part-time teachers will be prorated. When possible, a teacher's preparation time will not be utilized for consultation, unless agreed upon by all parties.

ARTICLE IV
STUDENT ATTENDANCE

Teachers will provide the office with daily attendance counts as directed by the administration.

ARTICLE V
TEACHING ASSIGNMENTS AND TRANSFERS

A. Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Principal not later than March 1st.

B. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule as soon as practicable. Teachers who are assigned to more than one will receive remuneration for all inter-school driving done by them at the current rate. In arranging schedules for itinerant teachers who are assigned to more than one school district and more than one school, an effort shall be made to plan inter-school and inter-district travel.

C. Teachers will not be assigned, except for good cause at the discretion of administration (in consultation with the teacher involved), outside the scope of their teaching certificates and/or their major or minor fields of study. The Superintendent and administration shall maintain the right to assign staff to the various educational sites for the school year based on educational program needs. Teachers shall be notified of their assignment and location and of any involuntary changes in their assignment for the ensuing school year by the 15th of June.

D. Teachers shall be notified of their assignments, and of any involuntary changes in their assignment, for the ensuing school year by the 15th of June, except for those instances in which such assignments cannot be made by the Superintendent until after said date. All such assignments shall be subject to changes after the 15th of June if the Superintendent deems such a change to be necessary or desirable; but the Superintendent will exert every effort to avoid or minimize any such changes.

E. The administration reserves the right to transfer teachers as necessary. The first step will be to seek qualified volunteers. If no qualified teacher volunteers for transfer and/or the volunteer is not selected, the Administration shall make decisions regarding transfer according to what is best for the school, taking into consideration the following factors:

- Teacher qualifications and credentials,
- Teacher preferences,
- Level of disruption for students and the school,
- Number of involuntary transfers a teacher has made.

F. Where two or more teachers apply for a particular position, then administration shall choose the successful applicant based upon what is best for the school.

ARTICLE VI
VACANCIES AND PROMOTIONS

A. Whenever an opening or vacancy in a professional position exists during the school year, the filling of which would involve a promotion, it will be adequately publicized by the Superintendent by means of a notice placed on the bulletin board in the teachers' room as far in advance of the appointment as possible. In each case, the qualifications, duties, and rate of compensation will be clearly set forth in the notice. It will be adequately publicized by the Superintendent by means of a notice on the bulletin board in the teachers' room(s) or if no teachers' room(s) are available, then the notice of vacancy shall be publicized in a spot of mutual determination by the Principal and the Boylston Teachers' Association. A copy will be sent by the Principal and/or Central Office to the President of the Boylston Teachers' Association.

B. The Committee agrees to give appropriate consideration to the professional background and attainments of all applicants and, in the case of present (current) employees, the length of time each has been in the school system and other relevant factors. In filling such vacancies, in case where several applicants have equal qualifications, preference will be given to teachers already employed by the Committee. Teachers shall provide written notification of change of address or summer address so that written notice of such vacancy will be given to the Association and/or individual teachers.

C. During the months of July and August, written notice of such vacancy will be given to the Association.

D. The Boylston Teachers' Association will be notified of any vacancy by the Superintendent of Schools and will be invited to participate in the hiring process in an advisory

capacity.

ARTICLE VII
MANAGEMENT RIGHTS

Except as amended by provisions of this collective bargaining agreement, the Committee and the Superintendent of Schools retain all rights, powers and duties as provided to them under the Massachusetts General Laws. The exercise of these rights shall not be subject to the grievance/arbitration provision of this collective bargaining agreement.

ARTICLE VIII

COPIES OF CONTRACT TO EACH TEACHER

The Committee will provide each teacher employed by the Committee with a copy of this Agreement. One copy will be supplied to each teacher during the duration of the Agreement. A copy of the Agreement will also be shown to prospective employees prior to or at the time of initial employment.

ARTICLE IX
LEAVES OF ABSENCE WITHOUT PAY

A. **MATERNITY LEAVE**

1. A teacher who becomes pregnant shall notify the Superintendent of Schools in writing as soon as pregnancy has been determined but not less than thirty (30) days, except in cases of an emergency, prior to her anticipated date of departure, unless the leave is going to be for eight (8) weeks or less in which case not less than two (2) weeks advance written notice must be provided.
2. The pregnant employee may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow.
3. A teacher who desires to return as soon as possible upon conclusion of pregnancy will be allowed up to eight (8) weeks leave and will be guaranteed the same or a similar position held at the time the leave commenced, unless the same or similar position has been laid off due to economic or other operational conditions. In the event birth takes place during a school vacation when the teacher is not on leave, the eight (8) week period will commence upon conclusion of pregnancy.
4. The teacher who is pregnant and physically unable to perform her work due to disability connected to pregnancy, may use accumulated sick leave to cover those days that she is unable to work.
5. Unpaid leave beyond the paid leave provided for under the terms of this Article will be extended in accordance with Article 9B of this Agreement.

B. CHILD REARING LEAVE

Child rearing leave without pay shall be granted to any teacher provided that such leave shall be requested in writing after pregnancy has been determined. Such leave shall be for the remaining academic year plus one full academic year without pay if requested.

The teacher on child rearing leave shall notify the school authorities in writing not later than March 1st concerning the desire to be reinstated for the following school year or forfeit the teacher's rights to reinstatement.

Notwithstanding the above, in the event that a teacher requests child rearing leave of eight (8) weeks or less, the teacher must provide written notice not less than two (2) weeks prior to the anticipated date of departure.

Upon returning from child rearing leave, a teacher shall be placed on the salary schedule as indicated on the current salary schedule for the employees' training and experience, except that:

1. Any teacher must have been employed for at least three-fourths (3/4) of a year in order to qualify for the next increment step.

C. CHILD ADOPTION LEAVE

1. Child adoption leave without pay shall be granted to any teacher who has served the school system for not less than one (1) year, provided that such leave shall be requested in writing as soon as firm plans for adoption have been completed, provided further that the teacher shall notify the Superintendent and the Principal immediately when the date of adoption and commencement of leave if known, and provided further that such child adoption leave shall not be for more than one (1) year. The Superintendent may, upon request, shorten the period of child

adoption leave.

Notwithstanding the above, child adoption leave without pay of up to eight (8) weeks shall be granted to any teacher who has served the school system for not less than three (3) months, provided the teacher submits written notice not less than two (2) weeks prior to the anticipated date of departure.

2. The teacher on child adoption leave shall notify the school superintendent in writing no later than April 1st concerning his desire to be reinstated for the following school year or forfeit his rights to reinstatement.
 3. Upon returning from child adoption leave a teacher shall be placed on the salary schedule as indicated on the current salary schedule for the employees' training and experience except that:
 - a. Any non-tenure teacher must have been employed for at least three fourths (3/4) of a year in order to qualify for the next increment step, and
 - b. Any tenure teacher having served a minimum of at least five (5) consecutive years within this system, must have served no less than one third (1/3) of the ensuing school year in order to be eligible for the next increment step.
- D. A leave of absence without pay or increment may be granted for the purpose of caring for a sick member of the teacher's immediate family whenever such illness is serious enough, in the judgment of the Superintendent, to warrant such attention. In the case of an extended leave for this purpose, the return of the teacher to service may coincide with the beginning of a school year unless otherwise determined by the Superintendent.
- E. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence up to one (1) year without pay for such time as it is necessary for complete recovery from such illness.

F. A teacher may request a paid disability leave of absence for a period of time. Said disability leave of absence shall in no event exceed a period of eight (8) weeks and shall in no event exceed the teacher's accumulated sick leave. Said disability leave shall be deducted from the teacher's sick leave.

G. FAMILY AND MEDICAL LEAVE ACT

In the event of the illness or injury of an employee or of an employee's spouse, parent, and/or child, an eligible employee, as defined in the Family and Medical Leave Act (FMLA), shall be entitled to unpaid leave in accordance with the provisions of the FMLA. This law entitles eligible employees to twelve (12) workweeks (or twenty-six (26) workweeks if leave to care for a covered service member with a serious injury or illness) of unpaid leave during any twelve (12) month period. Nothing in this provision is intended to add to or subtract from current leave entitlements or requirements under this collective bargaining agreement.

ARTICLE X
INCREMENTS

A. An increment, as provided in the salary schedule, will be granted annually (effective as of September 1st) to a teacher, provided that at each three (3) year interval of employment in the Boylston School System a dual requirement is fulfilled as follows:

1. Satisfactory completion of a three (3) credit graduate level course which is related to the School's or District's goals and/or the teacher's subject(s) of academic teaching and which has received prior approval of the Superintendent, and
2. Recommendation by the Superintendent to grant the three (3) year increment.

B. For purposes of determining the proper step on which to place new teachers, one hundred thirty-five (135) work days or more completed in any one (1) school year in this school system shall be credited on the salary schedule as one (1) full work year of teaching experience. This provision shall apply to teachers returning from approved leaves of absence or having any past employment in the Boylston School System, subject to recommendation by the Superintendent to grant the three (3) year increment and approval by the Committee.

C. Newly hired teachers shall be placed on the salary schedule at a step established by agreement between the new employee and the Superintendent. After hire, the new employee shall advance one step on the salary step schedule on the first day of the next school year.

D. By November 1 of the school year prior to when a teacher anticipates making academic achievement "lane" change as provided in the salary schedule, he or she must provide

the Superintendent with written notice of the anticipated change. Thereafter, he or she must then also submit an official transcript, or other college and university documents, as verification of course and degree completion (for purposes of advancing on the salary schedule) by delivering same to the Superintendent by the completion of the first day of school year in which the adjustment is expected to occur. In the event that the verification, etc. is not available for the teacher to turn in to the Superintendent on or before first day of school, he/she must notify the Superintendent of that fact on the first day of school or earlier. Thereafter, upon receipt of the verified official transcript which establishes that the employee is entitled to a lane change, he or she will receive a retroactive lane change back to the first day of the school year. Failure to comply with both the notice and the verification timelines may cause the employee to be ineligible to make the lane change until the following year.

E. Longevity increments in accordance with the salary schedule will be granted at the completion of each five (5) year period of teaching after a teacher has attained the maximum step on the salary schedule, or after the completion of fifteen (15) years of service in the Boylston School System, whichever occurs first, provided that the Superintendent so recommends and that the Committee approves.

F. The Boylston School Committee agrees to pay graduate course reimbursement (or for undergraduate courses which directly relate to one's assignment in the Boylston Schools, with prior approval of the Superintendent) for courses taken by employees covered under this contract. Reimbursement shall not exceed \$12,000 per year for the entire bargaining unit.

Teachers who apply and are approved for reimbursement for their first course completed in a fiscal year (July 1 – June 30) will receive reimbursement not to exceed \$800 per course and fees based upon date of application. If funds are available on June 30, teachers may

seek additional course reimbursement.

If by June 30, funds are still available, teachers will be reimbursed for a second course in the order that approval forms were received and approved by the superintendent. If funds are still available, teachers will be reimbursed for additional courses in the order that approval forms were received and approved by the superintendent.

Teachers seeking reimbursement for courses beyond their first in a fiscal year will apply for approval prior to registration according to current practices. Teachers seeking reimbursement for a course(s) will apply with the understanding that reimbursement is not guaranteed.

Each employee must submit their course and title to the Superintendent prior to the beginning of the course and receive his/her prior approval. The employee must receive a grade of "B" or better and submit a grade report to the Superintendent's Office.

G. Only courses taken after the award of a Masters degree may be counted toward the Master plus level of the salary schedule. In-service credits applied toward the Masters plus level are limited to three credits per level. In-service credits for the next level must be taken following advancement to the previous level.

PROFESSIONAL IMPROVEMENT ADVANCEMENT

1. Level Movement

Teachers will advance from one level to another by meeting all the professional requirements of higher levels. Any teacher who thinks s/he may move from one level to another level shall provide the Superintendent with written notice of the anticipated change no later than November 1st of the school year prior to the September 1st that the level change is to be effective.

2. Effective August 25, 2007, use of Professional Development Points (PDPs) to advance on the salary schedule shall be subject to the following conditions:
 - a. PDPs used for this purpose must be earned after a Masters degree has been earned and after the teacher has commenced teaching in the Boylston Public School system.
 - b. Teachers may utilize Professional Development Points to advance on the salary schedule. To qualify for movement on the schedule, the PDPs must be approved in advance by the Superintendent and Principal. The Professional Development course must be at least fifteen (15) hours in duration and require the completion of a project and/or written work.
 - c. For the purpose of this section, the exchange rate shall be fifteen (15) PDPs = one (1) graduate credit toward salary advancement.
 - d. Under this provision, a teacher shall be able to apply a maximum of three (3) PDP credits (equivalent to 45 PDPs) to advance to the next track on the salary schedule beyond a Masters degree.
 - e. Any professional development workshop/conference/course offered within Berlin-Boylston Public Schools may be approved for salary schedule advancement as long as it has been approved in advance by the Superintendent and Principal.
 - f. The remainder of the graduate credits required for advancement on the salary schedule must be approved by the Superintendent and Principal and earned at an accredited institution of learning

ARTICLE XI
SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XII
TEACHER EVALUATION

A. It is understood and agreed that the evaluation of teachers is a function of the Superintendent and Administration, that it is a continuous and ongoing process, and that evaluation of a teacher involves without limitation an appraisal of a teacher's professional fitness, training, and performance in accordance with the negotiated evaluation instrument (see Appendix C).

B. Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him during such review.

C. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his official department personnel file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

D. Any serious complaints regarding a teacher made to any member of the administration by any parent, student, or other person, will be promptly called to the attention of the teacher; any disclosure of the name of the complainant to be left to the administration's discretion.

E. A member of the bargaining unit will be entitled to have a representative of the Association present when meeting with any member of administration on any matter where

disciplinary action against the unit member is contemplated.

ARTICLE XIII
LEAVES OF ABSENCE WITH PAY

Teachers will be entitled to the following leaves of absence with pay each school year.

SICK LEAVE

A. In case of personal illness, each teacher shall be entitled to fifteen (15) school days of sick leave without loss of pay which shall be cumulative to a maximum of one hundred sixty (160) days. Each teacher may use up to three (3) days of her/his accumulated sick leave per school year to care for the teacher's immediate family member residing in the teacher's household with a serious illness. For purposes of this section, "immediate family member" is the teacher's spouse, child, and parent. Deductions for absence because of sickness beyond the period of sick leave shall be made in the same proportion as the number of school days of absence bears to the projected number of school days that will constitute the school year at the time such deduction is made. Should the actual number of days that school is in session be different at the conclusion of the school year, the amount of deduction shall be adjusted at that time to the actual number of days that school was in session. The Superintendent agrees to consider additional sick leave beyond the accumulated provision in the case of individual hardship.

B. **Sick Leave Bank**

1. The Boylston School Committee agrees to establish a sick leave bank. Teachers eligible and wishing to participate shall contribute three days the first year and one day per year thereafter of accumulated sick leave to the bank. Teachers shall be eligible to participate in said bank if they have at least forty-five (45) days of

accumulated sick leave at the time of initial contribution. Only teachers who have contributed to the sick leave bank shall be eligible to receive time from the sick leave bank.

2. The bank shall be administered by a committee of one (1) representative appointed by the School Committee, one (1) representative appointed by the Teachers' Association and the Superintendent will serve as an ex-officio member of the committee. In case of a tie vote, the Superintendent will have a vote. This committee shall consider the eligibility of teachers to draw from the bank. The decisions of the sick leave bank committee are final and binding and are not subject to the grievance procedure.
3. The following criteria shall be used by the sick leave bank committee in determining the eligibility of a teacher to draw from the bank and determining the amount of leave.
 - a.a A teacher must be a member and have used up all of his/her accumulated leave.
 - a.b A teacher must submit written evidence from a doctor that he/she is suffering an uncommon, life-threatening or serious and lengthy illness that requires further absences from work.
4. Upon compliance with Section 3 above, the sick leave bank committee may issue a grant from the sick leave bank of no more than ninety (90) days.
5. The sick leave bank shall have a minimum of one hundred (100) days in reserve. If the number of days falls below one hundred (100), members will be required to re-contribute to make up the difference. However, the total number of sick leave bank days held in reserve shall not exceed three hundred (300) days. In the event the maximum would be exceeded, a yearly contribution will not be required.

6. Teachers drawing from the sick leave bank shall have their salary reduced by the prevailing daily substitute rate of pay provided that the teacher's salary shall not be reduced below 75%.

PERSONAL LEAVE

A. Absence will be granted without loss of pay for not more than (3) days in any one (1) year to permit a teacher to attend to personal or business matters at which his presence is necessary and which could not be postponed to a time in which school is not in session.

B. As a professional courtesy to facilitate procurement of the best available substitute instruction, the teacher, whenever possible, will give at least one (1) week's notice of the anticipated absence to the principal. A brief explanation of the reason for the absence will be provided.

C. Examples of the kinds of absences covered in this policy include, but are not limited to, the following:

1. Legal matters, such as transfer of deed, court appearances, and legal consultations which require appointments during the school day.
2. Sickness in the immediate family, such as a sick child requiring a parent's/guardian's attention at home, or a member of the immediate family suffering from an illness of a critical nature that would require your presence at the bedside.
3. Death of a close relative or friend.
4. Emotional upset following accident involving oneself or someone closely related or close friend.
5. Graduation of son, daughter, or spouse from high school or college.
6. Attendance at a wedding ceremony of a member of the immediate family.
7. Religious holidays which require a teacher to be away from his teaching assignments by the rules of his faith.

PROFESSIONAL LEAVE

A. Teachers will be allowed time up to three (3) days for the purpose of visiting other schools, attending meetings, workshops, or conferences held during the school day, subject to the prior approval of the Superintendent.

B. One (1) day will be granted for one (1) Association representative to attend a Massachusetts Teachers' Association and/or National Education Association conference or convention.

C. The Committee will pay expenses not otherwise provided for including fees, meals, lodging and/or transportation incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request of the Principal or Superintendent and with the approval of the Superintendent.

LEAVE OF ABSENCE FOR STUDY & RESEARCH

A. The parties recognize and understand that the Superintendent has the authority under Section 41A, Chapter 71, as now in force, to "grant a leave of absence" to a tenure teacher "for study or research . . . for a period not exceeding one (1) year at full or partial pay" on the following terms and conditions:

1. That the Superintendent determine that such leave "would increase" . . . the . . . "professional ability" of such teacher;
2. That the teacher "enter into a written agreement with the Superintendent that upon termination of such leave he will return to service" . . . "in the school system" . . . for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the district an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

B. The parties further understand that an application for such leave, when initiated by a teacher, should be filed with the Superintendent on or before December the 1st of the year prior to the year in which the leave is to commence so as to allow the Committee adequate time

to include funds in the budget for such purpose.

FUNERAL LEAVE

In the event of death in the immediate family of a teacher, a teacher will be granted, at his request, reasonable and necessary time off as funeral leave for as many as five (5) consecutive days, on any of the days prior to the funeral, on the day of the funeral, or on days after the funeral.

A teacher may apply to the Superintendent for additional compassionate leave in extenuating circumstance. Action on such requests shall be at the discretion of the Superintendent.

For the purpose of this section of the Agreement immediate family shall be defined as husband, wife, significant other, father, mother, sister, brother, son, daughter, mother-in-law, father-in-law, grandparent, step-parent, step/foster child, grandchild, brother/sister in-law, and son/daughter in-law. Said leave shall be without loss of pay for up to five (5) days. Any days in excess of five (5) days to be taken with loss of pay.

A teacher may apply to the Superintendent for additional compassionate leave in extenuating circumstances. Action on such requests shall be at the discretion of the Superintendent.

A teacher may receive one (1) day of Funeral Leave without loss of pay to attend the funeral services of the teacher's aunt or uncle when such funeral occurs on a scheduled work day for such teacher.

RELIGIOUS LEAVE

Each employee may be granted up to two (2) days' absence from school duties without loss of salary for the observance of religious holidays not regularly included in the school

calendar. If taken, there will be no deduction from the individual's personal or accumulated sick leave.

Five (5) school days of advance notification to the Principal will be required as a prerequisite to the granting of religious leave.

MAINTENANCE OF BENEFITS

Upon return to duties from any approved leave of absence, the teacher will have restored to him all benefits accrued by him prior to the commencement of his leave, such as, unused and accumulated sick leave earned by the teacher prior to his leave.

ARTICLE XIV

PROTECTION

A. Teachers will immediately report all cases of assault, suffered by them in connection with their employment, to the Superintendent in writing.

B. This report will be forwarded to the Superintendent which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.

C. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the Committee will furnish legal counsel to defend him in such proceeding if he requests such assistance, provided, however, that the facts of the case fall within the scope of Massachusetts General Laws, Chapter 41, Section 100C.

ARTICLE XV

PERSONAL INJURY BENEFITS

Whenever an employee is absent from school as a result of personal injury compensable under the Massachusetts Workers' Compensation laws, the employee will have the option to be paid by the Committee for the difference between his salary and payments received under Workers' Compensation. Such payments will be charged to sick leave on a pro-rata basis. Once an employee's sick leave has been exhausted, the employee's only recourse shall be payment under the Workers' Compensation Law.

ARTICLE XVI

INSURANCE AND ANNUITY PLAN

The School Committee indicates its willingness to enter into a written agreement with any of the members of the employee unit to purchase an individual or group annuity contract for such employee or employees, in any instance or instances where it approves such a contract in accordance with the discretion vested in it by Massachusetts General Laws Chapter 71, Section 37B, said transaction to be handled in all respects in accordance with the terms and provisions of said Section 37B.

ARTICLE XVII
GRIEVANCE PROCEDURE

1. **DEFINITION**

A dispute concerning the interpretation and application of the terms of this Agreement shall be a grievance.

2. **TIME LIMITS**

All time limits herein shall consist of calendar days. Legal holidays and school vacations shall not be considered in the computation of time limits, provided that grievances which arise at the end of the school year or during summer vacation shall be filed with the Principal and the Superintendent within ten (10) calendar days from the date when the grievant knew or reasonably should have known of such grievance. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing.

3. **LEVEL ONE**

A teacher with a grievance will present it in writing to his Principal either directly or through the Association. In the event that the teacher is not directly responsible to an individual Principal, then he will present it to his immediate supervisor.

LEVEL TWO

If the grievance is not resolved to the satisfaction of the grievant or the Association within four (4) days after submission at Level One, the teacher and/or the Association may present the grievance in writing to the Superintendent.

LEVEL THREE

If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) days after submission at Level Two, the teacher and/or the Association may present the grievance in writing to the School Committee.

LEVEL FOUR

If the grievance is not resolved to the satisfaction of the Association within thirty (30) calendar days, or if no response is received from the Committee within thirty (30) calendar days after written submission at Level Three, the Association shall have fifteen (15) calendar days to submit the matter for arbitration to the American Arbitration Association for a binding resolution. The arbitrator will be without authority to make any decision which violates or which would alter, add to, detract from or modify the terms of this Agreement.

Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the Committee and the Association.

4. GENERAL PROVISIONS

- a. The Association shall have the right to include in its presentation representatives of its own choosing.
- b. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at Level Two or above, and at Level One, with the concurrence of the teacher.
- c. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.
- d. No reprisals of any kind will be taken by the School Committee or the School Administration against any teacher because of his participation in this Grievance Procedure.

- e. The Committee and the Administration will cooperate with the Association in its investigation of any grievance and, further, furnish the Association with such information as is requested for the processing of any grievance.
 - f. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. When it is necessary, pursuant to the Grievance Procedure, for a member of the Association to attend a grievance meeting, or hearing during a school day, he will be released, without loss of pay, as necessary, in order to permit participation in the foregoing activity. It is agreed that the Association will cooperate with the School Committee so that wherever feasible, grievance meetings or hearings will be scheduled outside the school day.
6. Any grievance hereunder must be filed within ten (10) calendar days of the date that the grievant knew or reasonably should have known of the alleged violation. In the event the grievance is not so filed, it shall be deemed to have been waived.

ARTICLE XVIII

SALARIES

The members of the employee unit shall receive the salaries set forth in Appendix "A" attached hereto.

Any teacher who is lawfully employed and assigned to less than a full-time position shall have his/her salary prorated in accordance with the ratio of his/her assignment in relation to that of a full-time teacher.

ARTICLE XIX

AMENDMENTS

This contract may be amended by mutual agreement at any time and in any respect provided such amendment shall be in writing signed by both parties.

ARTICLE XX
REDUCTION IN FORCE

1. When the District determines that the number of teachers in its employ should be reduced, the reduction shall be accomplished as follows:
 - a.a A teacher with professional status shall not be reduced, if there is a teacher without professional status whose position the teacher is qualified to fill.
 - a.b If a teacher with professional status is to be reduced, the least senior teacher in the bargaining unit shall be reduced first; provided, however, that the Superintendent may retain a junior teacher only when such teacher is demonstrably superior in performance and/or qualifications as determined by formal evaluations and professional development or by virtue of special skills relevant to the position to be filled. All such factors shall be considered relative to the teachers in question. Where the junior teacher is being retained, the Association may appeal the application of these standards to arbitration under Article XVII of the Agreement. As of September 1, 2016, the parties agree to comply with MGL Chapter 71, Section 42.
2. Seniority shall be defined as continuous service in the Boylston Public Schools as calculated in years, months and days. Unpaid leaves of absence in excess of twenty (20) consecutive days shall not be counted in the computation of seniority. Part-time employees shall accrue one year seniority when the fractional part of years of employment add up to a full employment year. For example, a part-time employee has worked ten (10) years at .5 (½) time has five (5) years seniority.
3. Teachers who are affected by a RIF shall be notified in writing by June 15th of the calendar year in which the reduction will take effect.
4. Teachers who have been laid off shall be entitled to recall rights for two (2) years after the effective date of the layoff. The effective date of layoff shall be the day after the last day of school.

5. During the recall period, teachers on recall shall be given preference for any vacancy or new position based on the same criteria set forth in subsection one (1) for layoff.
6. Teachers on recall shall be notified by certified mail of any vacancy or new position. Notices will be sent to the teachers' last known addresses. Teachers shall have the responsibility of keeping the Superintendent informed of any change in address.
7. All benefits, including salary and tenure, to which a teacher was entitled at the time of layoff shall be restored in full upon recall.
8. To the extent allowed for by law, laid off teachers may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the School Committee for full premium cost. Failure to forward premium payments to the Committee by the 15th day of each month will terminate this option.

ARTICLE XXI

DURATION

A. This Agreement shall take effect as of August 25, 2015 and shall remain in effect through August 24, 2018.

B. This Agreement shall thereafter automatically renew itself for successive terms of one (1) year each, unless either party shall have given the other written notice on or before October 1st, prior to the end of the contract term; of its election to modify or terminate the contract upon the expiration of its current term.

ARTICLE XXII

ENHANCED LONGEVITY PROGRAM

In addition to any other longevity payments to which one may otherwise be entitled elsewhere in the contract, there shall also be an enhanced longevity payment that will be available only to those employees who have served in the bargaining unit for at least fifteen (15) years, at least ten (10) of which are uninterrupted, at the time the enhanced longevity payments will begin. Approved medical leaves of absence for a period of up to one (1) year shall not be considered a discontinued service. Only once during their career, any such employee shall be eligible to receive an enhanced longevity payment in the amount of three thousand three hundred thirty-three (\$3,333.00) per year for any single period of three (3) consecutive years he/she teaches, subject to the following conditions:

1. The employee must give written notice of his/her intent to access this enhanced longevity payment to the Superintendent or his/her designee prior to the October 1 preceding the contract year in which the employee desires to begin receiving this benefit.
2. Once given, the written notice will be irrevocable.
3. Once the three (3) year period for this enhanced longevity payment has been completed, the enhanced longevity payments to that employee will terminate.
4. The enhanced longevity payments will be made in equal bi-weekly installments, less normal payroll and retirement deductions.
5. It is expressly understood that there is no contractual ability to sell-back any unused sick days upon one's retirement.

6. A maximum of three (3) teachers may elect commencement of the benefit in any given year. If more than three teachers elect to begin receiving the benefit, then the following procedure will be put in place:
 - a. A request will be sent to all teachers who have elected to begin receiving the benefit asking for volunteers willing to delay the implementation of the longevity payment for one year.
 - b. If there are not a sufficient number of volunteers within five (5) days of the request for volunteers, then the three (3) employees with the greatest amount of total service in the District will be approved, and those not approved, up to three (3) people, will begin receiving payments in the subsequent year.
 - c. The Superintendent may, in his/her sole discretion, allow more than three (3) people to enter into this program in any given year, where doing so, in his/her sole opinion, is in the District's best interest.
7. In order to receive the enhanced longevity benefit, teachers participating in this program must work through the end of the school year. They may not retire during any of the three school years to which this benefit is tied.
8. Any bargaining unit member who leaves the District's employ prior to the conclusion of the third school year to which this benefit is tied will, alternatively, have the remainder of the money the District would have paid him/her in enhanced longevity paid-out in two (2) equal installments over the two (2) fiscal years following the fiscal year in which he/she retired.
9. Bargaining unit members working less than full time will be eligible for this benefit on a pro-rated basis.
10. A bargaining unit member electing this benefit may have enhanced longevity payments deposited into a 403b plan of the member's choosing.

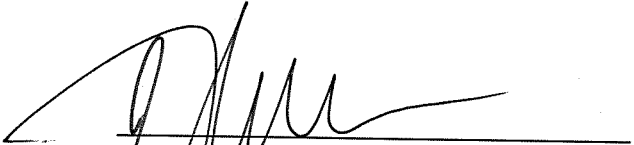
ARTICLE XXIII
NON-DISCRIMINATION


The School District recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, national origin, gender identity, sexual orientation, or age. Non-discrimination and equal opportunity are the policy of the School District in all of its employment programs and activities.


IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their representatives hereunto duly authorized, and their respective seals to be hereto affixed this 8th day of September 2015.

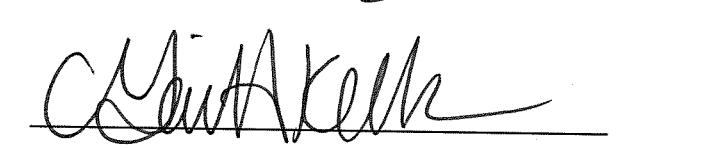
BOYLSTON SCHOOL COMMITTEE


BOYLSTON TEACHERS' ASSOCIATION

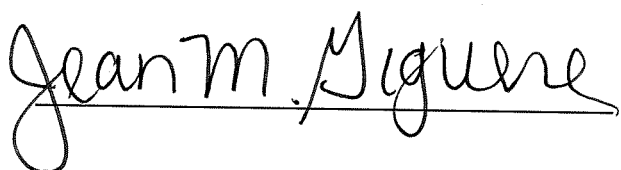

Rajee Mathika


J. Kathleen O'Farrell

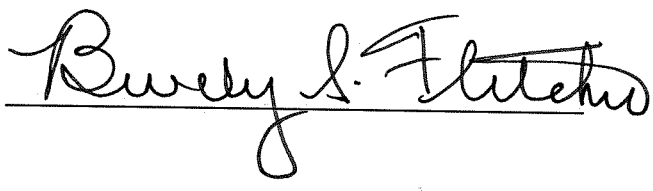

Sara Kozial


Cynthia Kelly


Municipal Representative


Jean M. Figuero


Nancy Lavoie


Beverly S. Fitch

APPENDIX A
BOYLSTON ELEMENTARY SCHOOL
TEACHERS' SALARY SCHEDULE
2015-2016

(1.5% increase to all steps)

Professional Experience	Bachelor's	Master's	Master's + 15	Master's + 30	Master's + 45
0	\$42,657	\$45,380	\$47,008	\$48,646	\$50,273
1	\$44,559	\$47,287	\$48,915	\$50,547	\$52,179
2	\$46,459	\$49,183	\$50,824	\$52,450	\$54,086
3	\$49,183	\$51,905	\$53,535	\$55,175	\$56,810
4	\$51,702	\$54,854	\$56,552	\$58,265	\$59,988
5	\$53,708	\$57,131	\$58,838	\$60,565	\$62,276
6	\$56,517	\$60,565	\$62,277	\$64,019	\$65,745
7	\$58,538	\$62,864	\$64,589	\$66,330	\$68,038
8	\$60,565	\$65,180	\$66,899	\$68,625	\$70,368
9	\$62,277	\$67,473	\$69,205	\$71,451	\$73,825
10	\$64,308	\$69,795	\$72,085	\$74,386	\$76,713
11	\$67,601	\$74,068	\$76,413	\$78,764	\$81,120

Three semester hours of post-graduate training (approved course) must be taken every third year of employment by the school system in order to qualify for a step increase on the salary scale.

Longevity increment of \$500 dollars will be given according to Article 10, Section E of the Agreement. In order for a teacher to receive a longevity increment after reaching the eleventh step on the salary scale, one of the conditions shall be that the teacher must fulfill the requirement of three semester hours of post-graduate training (with course approval by the Superintendent).

APPENDIX A
 BOYLSTON ELEMENTARY SCHOOL
 TEACHERS' SALARY SCHEDULE
 2016-2017
 (2.0% increase to all steps)

Professional Experience	Bachelor's	Master's	Master's + 15	Master's + 30	Master's + 45
0	\$43,511	\$46,287	\$47,948	\$49,619	\$51,278
1	\$45,450	\$48,233	\$49,893	\$51,558	\$53,223
2	\$47,388	\$50,166	\$51,841	\$53,499	\$55,168
3	\$50,166	\$52,943	\$54,606	\$56,279	\$57,946
4	\$52,736	\$55,951	\$57,683	\$59,430	\$61,187
5	\$54,782	\$58,274	\$60,014	\$61,776	\$63,522
6	\$57,648	\$61,776	\$63,523	\$65,299	\$67,059
7	\$59,709	\$64,121	\$65,880	\$67,657	\$69,399
8	\$61,776	\$66,484	\$68,237	\$69,998	\$71,775
9	\$63,523	\$68,823	\$70,589	\$72,880	\$75,302
10	\$65,595	\$71,191	\$73,527	\$75,874	\$78,247
11	\$68,953	\$75,549	\$77,942	\$80,339	\$82,742

Three semester hours of post-graduate training (approved course) must be taken every third year of employment by the school system in order to qualify for a step increase on the salary scale.

Longevity increment of \$500 dollars will be given according to Article 10, Section E of the Agreement. In order for a teacher to receive a longevity increment after reaching the eleventh step on the salary scale, one of the conditions shall be that the teacher must fulfill the requirement of three semester hours of post-graduate training (with course approval by the Superintendent).

APPENDIX A
 BOYLSTON ELEMENTARY SCHOOL
 TEACHERS' SALARY SCHEDULE
 2017-2018
 (2.5% increase to all steps)

Professional Experience	Bachelor's	Master's	Master's + 15	Master's + 30	Master's + 45
0	\$44,598	\$47,444	\$49,147	\$50,859	\$52,560
1	\$46,586	\$49,438	\$51,141	\$52,847	\$54,553
2	\$48,572	\$51,421	\$53,137	\$54,837	\$56,547
3	\$51,421	\$54,267	\$55,971	\$57,686	\$59,394
4	\$54,055	\$57,349	\$59,125	\$60,916	\$62,717
5	\$56,151	\$59,731	\$61,515	\$63,321	\$65,110
6	\$59,089	\$63,321	\$65,111	\$66,932	\$68,736
7	\$61,202	\$65,724	\$67,527	\$69,348	\$71,134
8	\$63,321	\$68,146	\$69,943	\$71,748	\$73,570
9	\$65,111	\$70,543	\$72,354	\$74,702	\$77,184
10	\$67,234	\$72,971	\$75,365	\$77,771	\$80,203
11	\$70,677	\$77,438	\$79,890	\$82,348	\$84,811

Three semester hours of post-graduate training (approved course) must be taken every third year of employment by the school system in order to qualify for a step increase on the salary scale.

Longevity increment of \$500 dollars will be given according to Article 10, Section E of the Agreement. In order for a teacher to receive a longevity increment after reaching the eleventh step on the salary scale, one of the conditions shall be that the teacher must fulfill the requirement of three semester hours of post-graduate training (with course approval by the Superintendent).

APPENDIX B

Annual Stipends will be paid to the following individuals:

<u>Position</u>	<u>Stipend</u>
Lead Teacher	\$1,500
Mentor Teacher	\$800
Chair of Curriculum Committee*	\$ 750
Curriculum Committee Member*	\$ 500

(*The District shall only be obligated to pay this stipend when a bargaining unit member from the Boylston Teachers' Association occupies the position.)

APPENDIX C
EDUCATOR EVALUATION

Education Laws and Regulations

Final Regulations On Evaluation Of Educators

These regulations replace the current Regulations on Evaluation of Teachers and Administrators and accompanying Principles of Effective Teaching and Principles of Effective Administrative Leadership, as adopted in 1995.

603 CMR 35.00
Evaluation of Educators

Section:

- 35.01: Scope, Purpose, and Authority
 - 35.02: Definitions
 - 35.03: Standards and Indicators of Effective Teaching Practice
 - 35.04: Standards and Indicators of Effective Administrative Leadership Practice
 - 35.05: Evaluation of Administrators under Individual Employment Contracts
 - 35.06: Evaluation Cycle
 - 35.07: Evidence Used in Evaluation
 - 35.08: Performance Level Ratings
 - 35.09: Student Performance Measures
 - 35.10: Peer Assistance and Review
 - 35.11: Implementation and Reporting
- [View All Sections](#)

Most Recently Amended by the Board of Elementary and Secondary Education: December 17, 2013.

35.01: Scope, Purpose, and Authority

(1) 603 CMR 35.00 is adopted pursuant to authority granted to the Board of Elementary and Secondary Education in M.G.L. c.69, §1B and c.71, §38.

(2) The specific purposes of evaluation under M.G.L. c.71, §38 and 603 CMR 35.00 are:

- (a) to promote student learning, growth, and achievement by providing educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, and
- (b) to provide a record of facts and assessments for personnel decisions.

(3) The purpose of 603 CMR 35.00 is to ensure that every 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. 603 CMR 35.00 sets out the principles of evaluation for Massachusetts public schools and districts. 603 CMR 35.00 requires that school committees establish a rigorous and comprehensive evaluation process for teachers and administrators, consistent with these principles, to assure effective teaching and administrative leadership in the Commonwealth's public schools.

(4) The regulations on evaluation of educators, 603 CMR 35.00, constitute the principles of evaluation established by the Board of Elementary and Secondary Education.

35.02: Definitions

As used in 603 CMR 35.00, unless the context clearly requires otherwise, terms shall have the following meanings:

Administrator shall mean any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.09(1) through (5) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00 *et seq.* or who is employed in a comparable position in a collaborative, and who is not employed under an individual employment contract.

Artifacts shall mean products of an educator's work that demonstrate knowledge and skills of the educator with respect to specific performance standards.

Board shall mean the Board of Elementary and Secondary Education or a person duly authorized by the Board.

Commissioner shall mean the Commissioner of Elementary and Secondary Education or his designee.

Department shall mean the Department of Elementary and Secondary Education.

District-determined Measures shall mean measures of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

Educator Plan shall mean the growth or improvement actions identified as part of each educator's evaluation. The type and duration of the plan shall be determined by the evaluator. The Educator Plan shall include, but is not limited to, at least one goal related to the improvement of practice, one goal for the improvement of student learning, an action plan with benchmarks for goals established in the Plan, and the evaluator's final assessment of the educator's attainment of the goals. All elements of the Educator Plan are subject to the evaluator's approval. There shall be four types of Educator Plans:

- *Developing Educator Plan* shall mean a plan, developed by the educator and the evaluator for one school year or less for an administrator in the first three years in a district; or for a teacher without Professional Teacher Status; or, at the discretion of an evaluator, for an educator in a new assignment.
- *Self-directed Growth Plan* shall mean a plan of one or two school years for experienced educators who are rated proficient or exemplary, developed by the educator.
- *Directed Growth Plan* shall mean a plan of one school year or less for educators who are in need of improvement, developed by the educator and the evaluator.
- *Improvement Plan* shall mean a plan of at least thirty calendar days and no more than one school year for educators who are rated unsatisfactory, developed by the evaluator with goals specific to improving the educator's unsatisfactory performance.

Educator(s) shall mean teacher(s) and administrator(s).

Evaluation shall mean the ongoing process of defining goals and identifying, gathering and using information to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

Evaluator shall mean any person designated by a superintendent who has responsibility for evaluation.

Experienced Educator shall mean an administrator with more than three years in an administrative position in the school district or a teacher with Professional Teacher Status.

Family shall mean parents, legal guardians, or primary caregivers.

Formative Assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both. This process may take place at any time(s) during the cycle of evaluation.

Formative Evaluation shall mean an evaluation at the end of year one for educators on two-year self-directed plans used to arrive at a rating on progress towards attaining the goals set forth in the plans, performance on performance standards, or both.

Goal shall mean a specific, actionable, and measurable area of improvement as set forth in an 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 who have the same role.

Impact on Student Learning shall mean at least the trend in student learning, growth, and achievement and may also include patterns in student learning, growth, and achievement.

Measurable shall mean that which can be classified or estimated, in relation to a scale, rubric, or standards.

Model System shall mean the comprehensive educator evaluation system designed and updated as needed by the Department, as an exemplar for use by districts. The Model System shall include tools, guidance, rubrics, and contract language developed by the Department that satisfy the requirements of 603 CMR 35.00.

Multiple Measures shall include a combination of classroom, school, and district assessments and student growth percentiles where available.

Observation shall mean a data gathering process that includes notes and judgments made during one or more classroom or worksite visit(s) of any duration by the evaluator and may include examination of artifacts of practice. An observation may occur in person or through video.

Patterns shall mean consistent results from multiple measures.

Performance Rating shall be used to describe the educator's performance. There shall be four performance ratings:

- *Exemplary* shall mean that the educator's performance consistently and significantly exceeds the requirements of a standard or overall.
- *Proficient* shall mean that the educator's performance fully and consistently meets the requirements of a standard or overall.
- *Needs improvement* shall mean that 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.
- *Unsatisfactory* shall mean that 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.

Performance Standards shall mean the performance standards locally developed pursuant to M.G.L. c.71, §38 and consistent with, and supplemental to, 603 CMR 35.00.

Professional Teacher Status or PTS shall mean the status granted to a teacher pursuant to M.G.L. c.71, §41.

Rubric shall mean a scoring tool that describes characteristics of practice or artifacts at different levels of performance.

School Committee shall mean the school committee in all cities, towns, and regional school districts, local and district trustees for vocational education, educational collaborative boards, boards of trustees for the county agricultural schools, and the boards of trustees of charter schools.

Standards and Indicators shall mean the Standards and Indicators of Effective Teaching Practice, 603 CMR 35.03 and the Standards and Indicators of Effective Administrative Leadership Practice, 603 CMR 35.04.

Summative Evaluation shall mean 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.

Superintendent shall mean the person employed by the school committee pursuant to M.G.L. c.71, §59 or §59A. The superintendent is responsible for the implementation of 603 CMR 35.00. The superintendent shall be evaluated by the school committee pursuant to 603 CMR 35.00 and such other standards as may be established by the school committee.

Teacher shall mean any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.04(3) or who has been approved as an instructor in the area of vocational education as provided in 603 CMR 4.00 *et seq.* or who is employed in a comparable position in a collaborative.

Trends shall be based on at least two years of data.

35.03: Standards and Indicators of Effective Teaching Practice

School committees shall establish evaluation systems and Performance Standards for the evaluation of all teachers 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 35.03 with additional measurable performance standards and indicators consistent with state law and collective bargaining agreements where applicable. The district shall adapt the indicators based on the role of the teacher to reflect and to allow for significant differences in assignments and responsibilities. The district shall share the Performance Standards with teachers employed by the district.

(1) Curriculum, Planning, and Assessment standard: Promotes the learning and growth of all students by providing high quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an on-going basis, and continuously refining learning objectives.

- (a) Curriculum and Planning indicator: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.
- (b) Assessment indicator: Uses a variety of informal and formal methods of assessment to measure student learning, growth, and understanding, develop differentiated and enhanced learning experiences, and improve future instruction.
- (c) Analysis indicator: Analyzes data from assessments, draws conclusions, and shares them appropriately.

(2) Teaching All Students standard: Promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.

- (a) Instruction indicator: Uses instructional practices that 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.
- (b) Learning Environment indicator: Creates and maintains a safe and collaborative learning environment that values diversity and motivates students to take academic risks, challenge themselves, and claim ownership of their learning.
- (c) Cultural Proficiency indicator: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.
- (d) Expectations indicator: Plans and implements lessons that set clear and high expectations and make knowledge accessible for all students.

(3) Family and Community Engagement standard: Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

- (a) Engagement indicator: Welcomes and encourages every family to become active participants in the classroom and school community. (b)⁽⁴⁾

Collaboration indicator: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

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

Professional
(c) Culture standard:
Promotes the
learning and growth of
all students through
ethical, culturally

proficient, skilled, and collaborative practice.

- (a) Reflection indicator: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.
- (b) Professional Growth indicator: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.
- (c) Collaboration indicator: Collaborates effectively with colleagues on a wide range of tasks.
- (d) Decision-making indicator: Becomes involved in school-wide decision-making, and takes an active role in school improvement planning.
- (e) Shared Responsibility indicator: Shares responsibility for the performance of all students within the school.
- (f) Professional Responsibilities indicator: Is ethical and reliable, and meets routine responsibilities consistently.

35.04: Standards and Indicators of Effective Administrative Leadership Practice

School committees 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.

35.05: Evaluation of Administrators under Individual Employment Contracts

Districts shall have a system of evaluation for administrators under individual employment contracts that reflects the purposes in 603 CMR 35.01(2), and adapts the Standards and Indicators for Effective Administrative Leadership Practice and the procedures in 603 CMR 35.04-35.11 as applicable to the role and contract of the administrator. Nothing in these regulations shall abridge the authority of a school or district to dismiss or non-renew an educator consistent with applicable law, including G.L. c. 71, §§ 41 and 42.

35.06: Evaluation Cycle

(1) School committees shall adopt either the Model System designed and regularly updated by the Department, or a locally developed system that is consistent with these principles. The evaluation system shall include the evaluation cycle set forth in 603 CMR 35.06.

(2) The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining or included in individual employment contracts.

(a) Each educator shall be responsible for gathering and providing to the evaluator information on the educator's performance, which shall include:

1. an analysis of evidence of student learning, growth, and achievement for students under the educator's responsibility;
2. an assessment of practice against Performance Standards; and
3. proposed goals to pursue to improve practice and student learning, growth, and achievement.

(b) The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development.

(c) The evaluator shall consider the information provided by the educator and all other relevant information.

(3) The evaluation cycle shall include goal setting and development of an Educator Plan.

(a) Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator.

(b) Evaluators and educators shall consider creating goals for teams, departments, or groups of educators who share responsibility for student results.

(c) The evaluator retains final authority over goals to be included in an educator's plan.

(d) Educator Plans shall be designed to provide educators with feedback for improvement, professional growth, and leadership; and to ensure educator effectiveness and overall system accountability.

(e) An educator shall be placed on an Educator Plan based on his or her overall rating and his or her impact on student learning, growth and achievement, provided that educators who have not yet earned Professional Teacher Status and any other employee at will shall be placed on an Educator Plan solely at the discretion of the district.

1. The Developing Educator Plan is for all administrators in their first three years with the district, teachers without Professional Teacher Status, and, at the discretion of the evaluator, educators in new assignments.
2. The Self-directed Growth Plan is for all experienced educators rated Exemplary or Proficient. For educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years. For educators whose impact on student learning is low, the Educator Plan shall be for one year and shall include one or more goals related to student learning developed on the basis of an analysis of the educator's professional practice.
3. Directed Growth Plan for all experienced educators rated Needs Improvement.
4. Improvement Plan for all experienced educators rated Unsatisfactory.

(f) All Educator Plans shall meet the following requirements:

1. Include a minimum of one goal to improve the educator's professional practice tied to one or more Performance Standards.
2. Include a minimum of one goal to improve the learning, growth and achievement of the students under the educator's responsibility.
3. Outline actions the educator must take to attain these goals, including but not limited to specified professional development activities, self-study, and coursework, as well as other supports that may be suggested by the evaluator or provided by the school or district.
4. Be aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards.
5. Be consistent with district and school goals.

(4) The evaluation cycle shall include implementation of the Educator Plan. It is the educator's responsibility to attain the goals in the plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

(5) The evaluation cycle shall include a formative assessment or a formative evaluation.

- (a) The formative assessment may be ongoing throughout the evaluation cycle, but typically takes place at mid-cycle.
- (b) For an experienced educator rated proficient or higher and whose impact on student learning is moderate or high, a formative evaluation takes place at the end of the first year of the two-year cycle. The educator's rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on Performance Standards may change.
- (c) The educator shall have the opportunity to respond in writing to the formative assessment or evaluation.
- (d) If an educator receives a formative assessment or formative evaluation that differs from the summative rating the educator had received at the beginning of the evaluation cycle, the evaluator may place the educator on a different educator plan, appropriate to the new rating.

(6) The evaluation cycle shall include a summative evaluation, in which the evaluator determines an overall rating of educator performance based on the evaluator's professional judgment and an examination of evidence that demonstrates the educator's performance against Performance Standards and evidence of the attainment of the Educator Plan goals. The educator shall have the opportunity to respond in writing to the summative evaluation.

(7) Evidence of the experienced educator's impact on the learning, growth, and achievement of the students under the educator's responsibility, together with the summative evaluation rating, shall be used as follows:

(a) For any experienced educator who receives an evaluation rating of Exemplary or Proficient, the district shall take the following actions:

1. For the educator whose impact on student learning is either moderate or high, the evaluator shall place the educator on a Self-directed Growth Plan.
 - a. The educator shall receive a summative evaluation at least every two years.
 - b. The educator may receive a formative evaluation at the end of the first year of the Educator Plan.
 - c. The educator may be eligible for additional roles, responsibilities and compensation, as determined by the district and through collective bargaining, where applicable.
2. For the educator whose impact on student learning is low, the evaluator shall place the educator on a Self-directed Growth Plan.
 - a. The educator and evaluator shall analyze the discrepancy in practice and student performance measures and seek to determine the cause(s) of such discrepancy.
 - b. The plan shall be for one school year in duration.
 - c. The plan may include a goal related to examining elements of practice that may be contributing to low impact.
 - d. The educator shall receive a summative evaluation at the end of the period determined in the plan, but at least annually.

(b) For any experienced educator who receives an evaluation rating of Needs Improvement, the district shall place the educator on a Directed Growth Plan.

1. The educator shall receive a summative evaluation at the end of the period determined in the Plan.
2. The educator must either earn at least a proficient rating in the summative evaluation, or shall be rated Unsatisfactory, and shall be placed on an improvement plan.

(c) For any experienced educator who receives an evaluation rating of Unsatisfactory, the district shall place the educator on an Improvement Plan. The educator shall receive a summative evaluation at the end of the period determined by the evaluator for the Plan.

(8) A teacher without professional teacher status, an administrator in the first three years in a position in a district, or an educator in a new assignment, may be placed on a Developing Educator Plan. The educator shall be evaluated at least annually. The existence of a plan shall not abridge the authority of a school or district to dismiss or non-renew an educator consistent with applicable law.

(9) Nothing in these regulations shall abridge the authority of a school or district to dismiss or non-renew an educator consistent with applicable law, including G.L. c. 71, §§ 41 and 42.

35.07: Evidence Used in Evaluation

(1) The following categories of evidence shall be used in evaluating each educator:

(a) Multiple measures of student learning, growth, and achievement, which shall include:

1. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
2. Measures of student progress on learning goals set between the educator and evaluator for the school year;
3. Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA); and
4. District-determined Measure(s) of student learning comparable across grade or subject district-wide.
5. For educators whose primary role is not as a classroom teacher, the appropriate measures of the educator's contribution to student learning, growth, and achievement set by the district.

(b) Judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration;

(c) Additional evidence relevant to one or more Performance Standards, including, but not limited to:

1. Evidence compiled and presented by the educator including:
 - a. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and educator plans; contributions to the school community and professional culture;
 - b. Evidence of active outreach to and ongoing engagement with families.
2. Student feedback collected by the district, starting in the 2013-2014 school year. On or before July 1, 2013, the Department shall identify one or more instruments for collecting student feedback and shall publish protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback. In the 2011-2012 and 2012-2013 school years, districts are encouraged to pilot new systems, and to continue using and refining existing systems, for collecting and analyzing student feedback as part of educator evaluation.
3. Staff feedback (with respect to administrators) collected by the district, starting in the 2013-2014 school year. On or before July 1, 2013, the Department shall identify one or more instruments for collecting staff feedback and shall publish protocols for administering the instrument(s), protecting staff confidentiality, and analyzing staff feedback. In the 2011-2012 and 2012-2013 school years, districts are encouraged to pilot new systems, and to continue using and refining existing systems, for collecting and analyzing staff feedback as part of administrator evaluation.
4. The Department shall research the feasibility and possible methods for districts to collect and analyze parent feedback as part of educator evaluation and shall issue a report and recommendation on or before July 1, 2013.
5. Any other relevant evidence from any source that the evaluator shares with the educator.

(2) Evidence and professional judgment shall inform:

- (a) the evaluator's ratings of Performance Standards and overall educator performance; and
- (b) the evaluator's assessment of the educator's impact on the learning, growth, and achievement of the students under the educator's responsibility.

35.08: Performance Level Ratings

(1) Each educator shall receive one of four ratings on each Performance Standard and overall.

(a) Exemplary

(b) Proficient
Needs Improvement
Unsatisfactory

(c) In rating
(d) educators on
Performance Standards
for the purposes of either

formative assessment, formative evaluation, or summative evaluation, districts may use either the rubric provided by the Department in its model system or a comparably rigorous and comprehensive rubric developed by the district and reviewed by the Department.

(3) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating.

(4) To be rated Proficient overall, a teacher shall, at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching all Students standards for teachers, 603 CMR 35.03(1) and 35.03(2).

(5) To be rated Proficient overall, an administrator shall, at a minimum, have been rated Proficient on the Instructional Leadership standard for administrators, 603 CMR 35.04(1).

(6) Professional teacher status, pursuant to G.L. ch. 71, § 41, should be granted only to educators who have achieved ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to professional teacher status for any educator who has not been rated proficient or exemplary on each Performance Standard and overall on the most recent evaluation shall confer with the superintendent of schools by May 1. The principal's decision is subject to review and approval by the superintendent.

(7) Educators whose summative performance rating is exemplary and whose impact on student learning is rated moderate or high shall be recognized and rewarded with leadership roles, promotion, additional compensation, public commendation or other acknowledgement.

35.09: Student Performance Measures

(1) Student Performance Measures as described in 603 CMR 35.07(1)(a)(3-5) shall be the basis for determining an educator's impact on student learning, growth, and achievement.

(2) The evaluator shall determine whether an educator is having a high, moderate, or low impact on student learning based on trends and patterns in the following student performance measures:

(a) At least two state or district-wide measures of student learning gains shall be employed at each school, grade, and subject in determining impact on student learning, as follows:

1. MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA) shall be used as measures where available, and
2. Additional District-determined Measures comparable across schools, grades, and subject matter district-wide as determined by the superintendent may be used in conjunction with MCAS Student Growth Percentiles and MEPA scores to meet this requirement, and shall be used when either MCAS growth or MEPA scores are not available.

(b) For educators whose primary role is not as a classroom teacher, appropriate measures of their contribution to student learning, growth, and achievement shall be determined by the district.

(3) Based on a review of trends and patterns of state and district measures of student learning gains, the evaluator will assign the rating on growth in student performance consistent with Department guidelines:

- (a) A rating of *high* indicates significantly higher than one year's growth relative to academic peers in the grade or subject.
- (b) A rating of *moderate* indicates one year's growth relative to academic peers in the grade or subject.
- (c) A rating of *low* indicates significantly lower than one year's student learning growth relative to academic peers in the grade or subject.

(4) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the evaluator, the superintendent's decision on the rating shall not be subject to such review. When there are significant discrepancies between evidence of student learning, growth, and achievement and the evaluator's judgment on educator performance ratings, the evaluator's supervisor may note these discrepancies as a factor in the evaluator's evaluation.

35.10: Peer Assistance and Review

(1) Districts may develop and implement Peer Assistance and Review Programs (PAR) through the collective bargaining process.

35.11:

(1) 603 CMR 35.00 shall take effect according to the following schedule:

- (a) Districts with Level 4 schools, as defined in 603 CMR 2.05, shall adopt and implement in the Level 4 schools evaluation systems consistent with 603 CMR 35.00 for the 2011-2012 school year.
- (b) Districts that are participating in the Commonwealth's Race to the Top activities shall adopt and implement evaluation systems consistent with 603 CMR 35.00 for the 2012-2013 school year.
- (c) All school districts shall adopt and implement evaluation systems consistent with 603 CMR 35.00 by the beginning of the 2013-2014 school year.
- (d) A district may phase in implementation of its new evaluation system over a two-year period, with at least half of its educators being evaluated under the new system in the first year.

(2) All evaluation systems and changes to evaluation systems shall be subject to the Department's review to ensure the systems are consistent with the Boards' Principles of Evaluation. A District may continue to use its existing evaluation systems until the District has fully implemented its new system.

(3) The model system developed by the Department need not be submitted for review under 603 CMR 35.00 if the district implements it as written.

(4) By September 2013, each district shall identify and report to the Department a district-wide set of student performance measures for each grade and subject that permit a comparison of student learning gains.

- (a) The student performance measures shall be consistent with 603 CMR 35.09(2).
- (b) By July 2012, the Department shall supplement these regulations with additional guidance on the development and use of student performance measures.
- (c) Until such measures are identified and data is available for at least two years, educators will not be assessed as having high, moderate, or low impact on student learning outcomes consistent with 603 CMR 35.09(3).

(5) Districts shall provide the Department with individual educator evaluation data for each educator in the district in a form and manner prescribed by the Commissioner, including, but not limited to:

- (a) the educator's performance rating on each standard and overall;
- (b) the educator has Professional Teacher Status;
- (c) the educator's impact on student learning, growth, and achievement (high, moderate, low).

(6) Any data or information that school districts or the Department or both create, send, or receive in connection with educator evaluation that is evaluative in nature and may be linked to an individual educator, including information concerning an educator's formative assessment or evaluation or summative evaluation or performance rating or the student learning, growth, and achievement data that may be used as part of an individual educator's evaluation, shall be considered personnel information within the meaning of M.G.L. c. 4, § 7(2)(c) and shall not be subject to disclosure under the public records law.

(7) The superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation. All evaluations should be free of racial, sexual, religious, and other illegal discrimination and biases as defined in state and federal laws.

(8) Nothing in these regulations shall abridge the provisions of the Massachusetts General Laws, including M.G.L. c. 69, c. 71 and c. 150E.

(9) If any section or portion of a section of 603 CMR 35.00, or the applicability of 603 CMR 35.00 to any person, entity, or circumstance is held invalid by a court, the remainder of 603 CMR 35.00 or the applicability of such provisions to other persons, entities, or circumstances shall not be affected thereby.

(10) The Commissioner may, for good cause, modify the dates set forth in 603 CMR 35.00, including establishing new schedules for implementing regulatory requirements. Good cause may include the need to provide districts additional time in order to pilot for a limited period certain provisions of 603 CMR 35.00. The Commissioner shall provide notice of all such changes.

Regulatory Authority:

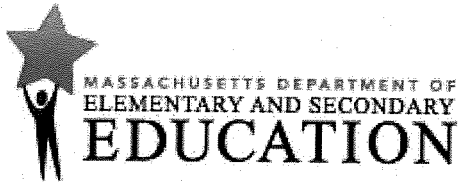
603 CMR 35.00: M.G.L. c.69, §1B; c.71, §38

Disclaimer:

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APPENDIX D

DISTRICT DETERMINED MEASURES



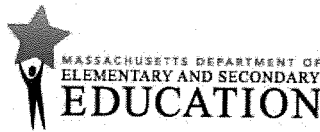
Massachusetts Model System for Educator Evaluation

Part IV: Model Collective Bargaining Contract Language

Appendix E. Contract Language for the Implementation of the Impact on Student Learning Rating and District-Determined Measures

January 2014

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Mitchell D. Chester, Ed.D.
Commissioner

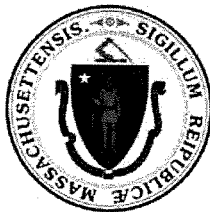
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Mitchell D. Chester, Ed.D.
Commissioner

January 29, 2014

Dear Educators and other interested Stakeholders,

I am pleased to present Appendix E of Part IV of the Massachusetts Model System for Educator Evaluation, Model Contract Language for the Implementation of the Impact on Student Learning Rating and District-Determined Measures (DDMs). This model contract language is designed to be “dropped-in” at the placeholder (Section 22) for Impact on Student Learning Ratings that was included in the model contract language released by the Department of Elementary and Secondary Education (ESE) in January 2012 in conjunction with Part IV.

The model contract language presented here accomplishes two critical goals to which I am committed for the implementation of DDMs: teachers have a robust role in identifying DDMs and there is an expedited process for identifying DDMs. First, teachers must be engaged as key stakeholders in the identification of DDMs. As educators, we are committed to having a positive impact on the learning, growth and achievement of all students. Educators across the content areas strive to answer an essential question: Does my actual impact meet or exceed the impact I aspire to have on my students? Thus, it is necessary for teachers to be included as priority partners in this work. Second, the process for identifying DDMs should be expeditious to position districts to implement DDMs beginning in the 2014-15 school year.

The Massachusetts educator evaluation system is designed to allow educators and evaluators to focus on the critical intersection of educator practice and educator impact. Its two independent but linked ratings create a more complete picture of educator performance. The **Summative Performance Rating** assesses an educator's practice against four statewide Standards of Effective Teaching or Administrator Leadership Practice, as well as an educator's progress toward attainment of his/her goals. This rating is the final step of the 5-step evaluation cycle. The **Impact on Student Learning Rating** is informed by trends (at least two years) and patterns (at least two measures) in student learning as measured by statewide growth measures, where available, and DDMs. Taken together, these ratings will help educators reflect not only on their professional practice, but also the impact they are having on their students' learning.

DDMs represent an opportunity for all Massachusetts districts and their educators to identify or develop measures of student growth that assess the content most important for students to learn and provide meaningful information educators can use to improve their practice.

Carefully selected, DDMs will further instructional priorities such as the shifts in the Curriculum Frameworks for ELA and math, as well as district and school improvement goals.

The model contract language included in this appendix is designed to support districts in reaching agreement on a process that will result in the effective use of a district-wide set of DDMs. The process described acknowledges that collaboration with and among educators in this work is of paramount importance to the evaluation system. Many districts are already making impressive progress, with educator teams hard at work identifying and developing DDMs. My hope is that this model contract language will affirm the work underway in these districts while providing a starting point for those districts yet to begin negotiations on the process for using state and district-determined measures to arrive at Impact on Student Learning Ratings. Districts may choose to adopt this model contract language, adapt it, or revise their current contract language to ensure a process that aligns with all of the principles of educator evaluation detailed in the regulations.

While I am optimistic that districts will work diligently to build off of the 2013-14 DDM pilot year and reach agreement on identifying DDMs, I am committed to making ESE resources available to districts seeking assistance in resolving disputes relating to DDM identification. Parties interested in availing themselves of this assistance in the form of an expedited resolution process may choose to include the resolution process provision contained in this model language (see Section 22.B.iv.b;) in their collective bargaining agreements. While the Educator Evaluation regulations do not require districts to establish a process to resolve disputes related to DDM identification, it may be helpful to the parties to have such a process in place.

ESE acknowledges that districts that adopted or adapted the model contract language contained in Appendix C of Part IV may find some of the provisions in this model contract language to be redundant with provisions in their existing contracts. This redundancy is intentional and serves the purpose of consolidating all provisions related to the Impact on Student Learning Rating and DDMs in one place.

I would like to acknowledge the valuable feedback and assistance we received from many individuals and organizations as we developed the model collective bargaining contract language. State associations whose representatives worked with ESE staff include, in alphabetical order: American Federation of Teachers, Massachusetts (AFT-MA), Massachusetts Association of School Committees (MASC), Massachusetts Association of School Superintendents (MASS), and Massachusetts Teachers Association (MTA) as well as numerous educators, teachers and administrators. We appreciate their participation and we thank them for their time and effort.

Sincerely,

Mitchell D. Chester, Ed.D.
Commissioner of Elementary and Secondary Education

Appendix E. Contract Language for the Implementation of the Impact on Student Learning Rating and District-Determined Measures

Section 22 - Rating of Educator Impact on Student Learning (Impact on Student Learning Rating)

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23) Rating of Educator Impact on Student Learning (Impact on Student Learning Rating)

A) Basis of the Impact on Student Learning Rating

i. The following student performance measures shall be used in combination with professional judgment to determine an educator's impact on student learning, growth, and achievement.

(a) Statewide growth measure(s),

(1st) Where available, statewide growth measures must be selected each year as one of the measures used to determine the educator's Impact on Student Learning Rating.

(2nd) Statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS for ELLs gain score.

(b) District-Determined Measures (DDMs) of student learning, growth, or achievement

B) Identifying and Selecting District-Determined Measures

i. A DDMs Working Group representing teachers and administrators shall be established to identify and select DDMs.

(a) 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.

(b) The parties shall endeavor to provide, to the extent practicable, representation of educators from a variety of grade levels and disciplines.

ii. DDMs Working Group tasks may include:

(a) Surveying educators and administrators in the district to create and maintain a list of assessments used in the district. The Working Group shall use the list to identify potential measures that may be adopted or adapted as DDMs. In addition, the Working Group shall invite teams of educators to identify or develop new measures that may be adopted or adapted as DDMs.

(b) Recruiting and identifying district educators, including teachers of students with disabilities and English language learners, as well as

educator teams to review the list of assessments for their specific content areas and to inform the identification and/or development of potential DDMs by making recommendations to the Working Group.

- (1st) Recruitment materials for classroom and caseload educators should indicate a preference for educators rated proficient or exemplary on Standards I and II during the most recent evaluation cycle.
 - (2nd) Recruitment materials for school and district administrators should indicate a preference for administrators rated proficient or exemplary on Standard I during the most recent evaluation cycle.
 - (c) Identifying at least two measures but no more than four of student learning, growth, or achievement for each educator based on recommendations from educators with expertise in the content area as described in Section 22.B.ii.b.
 - (d) Collecting feedback from educators and evaluators regarding the quality (e.g., alignment to curriculum, utility) of the selected DDMs.
 - (1st) Where feedback suggests modifications to the selected DDMs or the selection of different DDMs is necessary, the Working Group may convene a team of educators with expertise in the content area to make recommendations to the Working Group.
 - (e) Participating in the continuous improvement of the district's DDMs.
- iii. DDM Selection Criteria
- (a) DDMs may consist of direct or indirect measures.
 - (1st) A direct measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
 - (i) For all classroom educators, at least one measure in each year that will be used to determine an educator's Impact on Student Learning Rating must be a direct measure.
 - (ii) Direct measures include, but are not limited to, criterion referenced or norm referenced measures such as: 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.

- (2nd) 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.
 - (i) Indirect measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.
- (b) DDMs must be comparable across grade or subject level district-wide.
- (c) DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes high, moderate, and low student growth.
- (d) DDMs must be aligned to the Massachusetts Curriculum Frameworks, Common Core State Standards, or other relevant Frameworks.

iv. Process for Selecting DDMs

- (a) The DDMs Working Group shall provide a written recommendation to the Superintendent regarding its work, including 22.B.ii.c, above.
- (b) If the superintendent declines to accept the recommendations from the DDMs Working Group, the superintendent or the collective bargaining representative may request an expedited resolution process as follows:
 - (1st) The school district or the collective bargaining representative may file a petition seeking expedited resolution with the Commissioner of Elementary and Secondary Education.
 - (2nd) The Commissioner shall forward to the parties a list of three hearing officers selected by the Commissioner for their knowledge and expertise in curriculum and/or assessment.
 - (3rd) The Superintendent and the collective bargaining representative within three days of receipt of the list from

the Commissioner shall have the right to strike one of the three hearing officers' names if they are unable to agree upon a single hearing officer among the three.

(4th) The hearing officer shall render a final decision that advances the goals of encouraging innovation in teaching and of holding educators accountable for improving student performance.

(c) Educators must be informed of the DDMs that will be used to determine their Impact on Student Learning Ratings no later than the end of the fourth week of school.

(d) Districts shall arrange professional development for all educators, principals, and other evaluators that outlines the components of the Impact on Student Learning Rating and prepares educators to administer DDMs. The district through the superintendent shall determine the type and quality of professional development based on guidance provided by ESE. Professional development topics may include, but not be limited to, an overview of DDMs and the Impact on Student Learning Rating, the district's DDM implementation and scoring plans, and the process for reviewing and confirming student rosters.

C) Determining Educator Impact for Each DDM

i. The evaluator will meet with the educator annually to discuss the educator's students' growth scores on each DDM for that school year. For each DDM, the evaluator will consult with the educator and then will determine whether in general, the educator's students demonstrated high, moderate, or low growth in comparison to the parameters the district has set for high, moderate, and low growth for the specific DDM. See Section 22.B.iii.c. The evaluator's determination will result in a designation of high, moderate, or low impact for the educator for each DDM. Based on this determination, and in support of the continuous growth and development of the educator, the evaluator may recommend modifications to the educator's instructional practice.

ii. Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.

(a) For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.

(b) For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth

week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.

- (c) DDM results from students who are not present for instruction or education services for at least 90 percent of the allotted instructional or service time shall not be used in the determination of an educator's impact on student growth.

D) Determining a Impact on Student Learning Rating

- i. The evaluator shall use his/her professional judgment to determine whether an educator is having a high, moderate, or low impact on student learning. The evaluator will consider the designations of impact (high, moderate, or low) from at least two measures but no more than four (a statewide growth measure must be used as one measure, where available) in each of at least two years and will apply professional judgment to those designations in order to establish trends and patterns in student learning, growth, and achievement, before determining the educator's Impact on Student Learning Rating. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context.
 - (a) A rating of high indicates that the educator's students demonstrated significantly higher than one year's growth relative to academic peers in the grade or subject.
 - (b) A rating of moderate indicates that the educator's students demonstrated one year's growth relative to academic peers in the grade or subject.
 - (c) A rating of low indicates that the educator's students demonstrated significantly lower than one year's student learning growth relative to academic peers in the grade or subject.
- ii. The evaluator shall meet with the educator rated low to discuss the Impact on Student Learning Rating. The evaluator may meet with the educator rated moderate or high to discuss the Impact on Student Learning Rating, if either the educator or the evaluator requests such a meeting.

E) Intersection between the Summative Performance Rating and the Impact on Student Learning Rating

- i. An educator's Summative Performance Rating is a rating of educator practice and remains independent from the educator's Impact on Student Learning Rating, which is a rating of impact on student learning, growth, and achievement.
- ii. Educators with PTS whose overall Summative Performance Rating is exemplary or proficient and whose Impact on Student Learning Rating is

moderate or high shall be placed on a two-year self-directed growth plan. See Section 17.A.

- iii. Educators with PTS whose overall Summative Performance Rating is exemplary or proficient and whose Impact on Student Learning Rating is low shall be placed on a one-year self-directed growth plan. See Section 17.B.
 - (a) In such cases, the evaluator's supervisor shall discuss and review the Summative Performance Rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the evaluator, the superintendent's decision on the rating shall not be subject to review. Provided, however, that nothing herein shall preclude the educator from seeking adjustments pursuant to the grievance/arbitration procedures in this agreement.
 - (b) The educator and the evaluator shall analyze the discrepancy between the Summative Performance Rating and Impact on Student Learning Rating to seek to determine the cause of the discrepancy.
 - (c) The Educator Plan may include a goal related to examining elements of practice that may be contributing to low impact.
- iv. Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in the goal setting and educator plan development processes, based on the educator's self-assessment and other sources that the evaluator shares with the educator.
 - F) The parties shall negotiate the timeline for DDM Implementation based upon DESE regulations.
 - G) In cases where there is a disagreement on the Student Impact Rating, the educator may appeal to the Superintendent for review and consideration. This appeal shall be submitted within 10 school days.

APPENDIX E

Participation in the ESE Staff/Student Feedback

Three Guiding Principles

Principles of Effective Feedback Instruments The following principles offer best practices for districts to consider when making decisions about student and staff feedback instruments; they are intended to be applicable regardless of the method for collecting student and/or staff feedback.

- **Feedback should be aligned to one or more MA Standards and Indicators for Effective Teaching Practice or Administrative Leadership so that it yields information that is relevant to an educator's practice.**
- **Feedback should be informative and actionable.**
- **Items must be accessible to all potential respondents so that the information they provide allows educators to draw valid conclusions.**

•Keep in mind that feedback is one piece of information that should be taken together with information from other sources; the conversation between an educator and his or her evaluator is essential in helping educators determine how best to use student or staff feedback data.

•Administering Surveys to Students with Special Needs Districts will make decisions about which students/classes are appropriate to include in the survey process. When appropriate, students with special needs should be provided with necessary accommodations consistent with their IEP.

Mutual Understanding:

The Boylston Teachers Association (BTA) and Boylston School District agree to the following conditions with respect to educator participation in the Staff/Student Feedback portion of the Educator Evaluation System. Any subsequent effort to utilize student survey data is subject to collective bargaining.

1. Staff/Student Feedback shall be completed by the last teaching day in May (a later date can be agreed upon by both parties if need be).
2. Staff/Student Feedback Results can be used formatively by teachers to inform their Self-Assessment and Goal-Setting processes of the Educator Evaluation System. Results from Staff/Student Feedback (answered for individual teachers) will remain confidential, and will not be used to evaluate teachers. Teachers will be the sole recipients of their Feedback results. Results are the property of the educator.
3. Educator will discuss his/her summary of findings with evaluator and/or appropriate administrator in a follow-up meeting

Possible Instruments

ESE developed survey (short or long version)

Educator developed Survey/Questionnaire: (developed using guiding principles and agreed upon by evaluator/administrator)

Surveys can range from large-scale instruments common across educator groups, to individualized feedback forms used by individual educators at the classroom or school level. Districts may identify

several types of surveys for use in educator evaluation. Different types of surveys include:

- **Commercially available surveys**
- **Pre/post surveys:** some surveys might be designed to be administered at multiple points with the same stakeholder group, allowing educators to assess whether new practices are working well.
- **Ongoing:** many surveys are administered in an ongoing, less formal way. For example, classroom teachers, school nurses, or guidance counselors might use exit slips with students on a regular basis. Similarly, teachers might include questions about the pacing of their lessons, for example, on an end-of-lesson or end-of-unit quiz or exam, the aggregated or cumulative results of which guide practice throughout the year.

Written Narratives:

- Teachers may ask students to respond to a series of written prompts, keep a journal, compose letters, or engage in other written narrative activities in which they comment on key instructional practices, specific units, or other aspects of the learning environment.
- Similarly, principals or district leaders may create written prompts or narrative opportunities to solicit staff feedback.

Portfolios:

- An educator may create a representative collection of feedback from multiple sources, including but not limited to survey results, written responses, and feedback collected in interviews or focus groups.

Focus groups/interviews:

- Students/educators might also be engaged in one-on-one interviews in the collection of feedback around targeted or specific topics.
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Side letter of Agreement
Between the Boylston School Committee
And Boylston Teachers' Association

December 23, 2005

The Boylston School Committee and the Boylston Teachers' Association agree to the following amendments to the teachers' contract:

Amendment to Article XIII, Section B

As of the date of this document the Sick Bank has exceeded the 300-day maximum outlined in Paragraph 5. The following serves as an amendment to administer and dispense with the surplus over time.

- When the sick bank reaches or exceeds 300 days, yearly contributions by existing members of the bank will cease until contributions are needed to replenish the bank to 300 days.
- Newly eligible teachers will be given the chance to enroll for the 3-day contribution as outlined in the existing contract.
- Previously eligible teachers may also chose to enroll as outlined in the contract by contributing a day for each year of past eligibility in addition to the initial contribution of three days..
- Those teachers who elect not to enroll at original eligibility may enroll at the beginning of any future school year by contributing a day for each year of past eligibility in addition to the initial contribution of three days..
- It is understood that these new contributions may increase the number of days in the sick bank to more than 300.
- Once new enrollments are completed each year, a determination of excess days will be made and be placed in reserve.
- At the end of each contract year, reserve days will be used to replenish the bank to 300 if the number of days has fallen below 300.
- Remaining reserve days will be carried forward until the reserve is exhausted.

Shel R. Davis

David Hughes

Christine Jones

BTA

June 30, 2005

Date:

Robert W. Reed

Kathleen S. Buchanan

[Signature]

Boylston School Committee

August 24, 2005

Date:

Side letter of Agreement
Between the Boylston School Committee
and the Boylston Teachers' Association

December 23, 2004

Amendment to Article XVIII

As of the day of this amendment, the Boylston teachers are scheduled to encounter a period of a month without receiving a paycheck with the last pay date to be on August 17, 2005 for the 2004-2005 academic year and the first pay date of the following contract year scheduled to occur on September 14, 2005. The purpose of this amendment is to avoid all instances that teachers could go more than two weeks without a paycheck except for the first pay check for newly hired teachers and those teachers who chose the lump sum option the previous year.

The parties agree that for the 2004-2005 school year the remainder of the 2004-05 salary due teachers as of the January 19, 2005 pay date will be divided into seventeen equal parts and be disbursed biweekly with the last check to be issued August 31, 2005.

The parties further agree that beginning with the 2005-2006 school year and thereafter Salaries will be paid in arrears on a bi-weekly schedule on alternating Wednesdays according to the Town of Boylston's pay schedule. Teachers' salaries will be evenly distributed over the biweekly pay periods for the year.

. A member of the employee bargaining unit will have the option to be paid all previously unpaid monies due for services during the school year in a lump sum no later than June 30, provided that a written request is made not later than May 15 of that year on a form to be provided by the Superintendent's office, and provided further that all such services have been completed by June 30 of said year. The superintendent will furnish teachers with a schedule of salary payments for each academic year by September 15 of the previous academic year.

[Signature]

David Hughes

Christine Jones

BTA

June 30, 2005
Date

[Signature]

Kathleen Buchanan

[Signature]
Boylston School Committee

August 24, 2005
Date