

A G R E E M E N T

between the

CANTON SCHOOL COMMITTEE

and the

CANTON TEACHERS' ASSOCIATION

September 1, 2019 - August 31, 2022

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made by and between the CANTON SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the CANTON TEACHERS' ASSOCIATION (hereinafter referred to as the Association).

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Canton and that good morale within the professional staff of Canton is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- a. Under the laws of Massachusetts, the Committee, elected by the citizens of Canton, has the final responsibility for establishing the educational policies of the public schools of Canton;
- b. The Superintendent of Schools of Canton (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established;
- c. The professional employees of the public schools of Canton have the responsibility for providing high quality instruction and support to students, consistent with their licenses and the standards established by their respective professions;
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between and among the Committee, the Superintendent, and the professional employees in the formulation and application of policies relating to hours, wages, and other conditions of employment for the professional staff; and so
- e. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I **RECOGNITION**

- A. The Committee recognizes the Association for the purpose of collective bargaining as the exclusive bargaining agent for professional employees during the regular school year in the following categories:

classroom teachers, guidance counselors, school adjustment counselors, speech pathologists, occupational therapists, physical therapists, school psychologists, elementary school assistant principals, high school and middle school department heads, preK- 12 coordinators, librarians, coaches, teachers of extra-curricular activities, and school nurses.

Excluded from the bargaining unit are the Superintendent of Schools, the Assistant Superintendent of Schools, the School Business Administrator, TEAM Chairpersons, the Early Childhood Coordinator, Principals, the Nurse Leader, and all other employees of the Canton School Committee and the Town of Canton, including persons employed in Federal, Summer or Evening School Programs.

- B. The Committee agrees not to bargain with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E (the Canton Teachers' Association). The Committee further agrees not to negotiate with any other teachers' organization in regard to changes in wages, hours, and other conditions of employment to become effective during the term of this Agreement.
- C. Should a new position be created during the term of this Agreement, the parties agree to meet to negotiate as to whether said position is to be included in the bargaining unit. If no agreement is reached, the parties agree to jointly submit the matter to arbitration as provided in this Agreement.
- D. Unless otherwise indicated, the employees in this bargaining unit will be hereinafter referred to as teachers.

ARTICLE II
MANAGEMENT RIGHTS

- A. Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, or the decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, or the laws of the United States.
- B. During the term of this Agreement, except as provided otherwise herein, the determination and administration of education policy, the operations of the schools and the direction of the staff are vested exclusively in the School Committee. However, should the School Committee contemplate a substantial change of policy not covered by this Agreement, which affects the wages, hours, and other conditions of employment of the employees covered by this Agreement, then the School Committee shall notify the Association regarding said change and shall meet to negotiate concerning said change. Nothing herein shall be construed to require the School Committee to submit to arbitration, as provided by this Agreement, any matter so discussed.

ARTICLE III
MEMBERS' RIGHTS

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.

- B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- C. No teacher with professional status shall be discharged, suspended, or reduced in rank or compensation without just cause. In the event of the same, the teacher may elect either the statutory remedy available to him/her or the grievance procedure within fourteen (14) calendar days of the action. Such election shall be made in writing. The election of one remedy shall be a waiver of the teacher's rights under the alternative remedy.
- D. References to teachers with Professional Teacher Status shall be deemed to refer to any professional employee in the bargaining unit who has completed at least three consecutive school years of service in the Canton Public Schools. References to teachers who have not acquired Professional Teacher Status shall be deemed to refer to any professional employee in the bargaining unit who has not completed at least three consecutive school years of service in the Canton Public Schools. This section does not apply to coaches or to teachers in their role as extra-curricular advisors or other stipended positions.

ARTICLE IV
NO STRIKE CLAUSE

The Association, on its own behalf, and on behalf of each of the employees that it represents, hereby agrees and covenants that it will not authorize, approve, participate in or in any way encourage any strike, work stoppage, slowdown, or withholding of services, including paid extra-hour services, from the employer, Town of Canton School Committee and the Town of Canton.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

- A. The term "grievance" shall include those claims or disputes which allege a violation of a specific provision of this Agreement.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as

soon thereafter as is practicable. During the summer recess, school days will mean calendar days.

Failure to institute a grievance or to advance a grievance to an appropriate level following an initial filing within the time limits set forth in the provisions of this Article shall conclusively be deemed to constitute a waiver of all rights under this Article unless mutually waived by the parties.

- C. Grievances shall at all levels, including Level One, be submitted in writing on a formal grievance instrument to be mutually developed by the parties. (See Appendix E). The grievance shall be signed by the employee and/or a representative of the Association, stipulating the sections of the Agreement which have been violated. There shall be a twenty (20) school day limit for filing a grievance, to be computed from the date of the event or condition which gave rise to the filing of the grievance or from when the individual first became aware of the condition giving rise to the grievance. Responses to the grievance shall be in writing, as specified in Section E. 2 of this Article, and shall set forth the reasons for the decision.
- D. 1. Level One. A teacher with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally.
2. Level Two. If the teacher and/or the Association are not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within five (5) school days after the presentation of the grievance, the teacher and/or the Association may file the grievance with the Superintendent of Schools within ten (10) school days following the Level One response (or the due date for such response if none is rendered). The Superintendent will hear the grievance within five (5) school days after receiving the grievance and shall respond to the grievance within five (5) school days following the Level Two hearing.
3. Level Three. If the teacher and/or the Association are not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within five (5) school days after the hearing with the Superintendent, the teacher and/or the Association may file the grievance with the School Committee within fifteen (15) school days following the Level Two response (or the due date for such response if none is rendered). The School Committee will hear the grievance no later than the second regularly scheduled School Committee meeting after receiving the grievance and shall respond to the grievance within five (5) school days after the Level Three hearing.

4. Level Four.
 - a. If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within five (5) school days after the hearing with the School Committee, the Association may submit the grievance to arbitration within twenty (20) school days following the Level Three response (or due date for such response if none is rendered.)
 - b. Within ten (10) school days after such written notice of submission to arbitration, the Committee and the Professional Rights and Responsibilities Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 - c. The Arbitrator so selected will confer with representatives of the School Committee and the Professional Rights and Responsibilities Committee and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator will be binding on all parties concerned.
 - d. The costs for the services of the arbitrator, including per diem expense, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association, but each party shall bear its own expense for the presentation of its case.
- E.
 1. If, in the judgment of the Professional Rights and Responsibilities Committee, a grievance affects a group or class of teachers, the Professional Rights and Responsibilities Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Professional Rights and Responsibilities Committee may process such a grievance through all levels of the grievance procedure.
 2. Decisions rendered at Level One, Two and Three of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties of interest and to the chairman of the Professional Rights and Responsibilities Committee.

Decisions rendered at Level Four will be in accordance with paragraph I of Level Four. The settlement will be written by the employee and signed by the employee and by the one to whom the grievance has been presented.

3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
 4. Forms for filing grievances, serving notices, taking appeals, making reports and other documents will be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
 5. Nothing in this Agreement shall affect the right of the School Committee to renew or not renew a contract of employment for teachers without professional teacher status.
- F. The Committee, will upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement provided these documents are not in themselves confidential.

ARTICLE VI LONGEVITY

- A. The purpose of this provision is to reward those members who have dedicated many years of service to insure a quality education program in the Town of Canton. To be eligible, members must have a minimum of twelve (12) years of experience, five (5) of which must be in the Canton Public Schools. At the time of a member's initial appointment to a regular position in the Canton Public Schools, the Superintendent shall notify the teacher in writing what credit, if any, will be granted for prior experience in calculating longevity. New employees hired after November 15th of a given year will not be eligible for a longevity increase on the following September 1st.

In consideration of the above, members shall receive compensation in addition to that specified in Article XXI of this Agreement in accordance with the following:

The school year following completion of:

12 th – 14 th year	\$1,450
15 th – 19 th year	\$1,850
20 th – 24 th year	\$2,100

25 th – 29 th year	\$2,400
30 th – 34 th year	\$3,050
35 th + year	\$3,500

- B. The Superintendent or designee is responsible for tracking longevity eligibility for members of the bargaining unit. On or before the first workday for teachers of each school year the Superintendent or designee will inform such eligible members of the amount they will receive and the date on which they can expect to receive the longevity payment.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

- A. The starting and dismissal times for students will be as stated by the Superintendent's office.
- B. Teachers may be required to attend three (3) evening meetings each year. Attendance at all other evening meetings will be at the option of individual teachers.
- C. Classroom teachers at the William H. Galvin Middle School and at Canton High School, including special education teachers and speech and language pathologists, will have a daily preparation period consisting of one regular period. During that time they will not be assigned to any other duties. Teachers who volunteer to cover a class for an absent teacher during a preparation period will be paid \$30 per period for such voluntary coverage. When scheduling team meetings and parent conferences during the school day, all efforts will be made to avoid scheduling such meetings/conferences during the preparation periods or lunch periods of teachers whose attendance is required.
- D. High School and Middle School Department Heads and PreK-12 Coordinators:
 - 1. In departments of 8 or fewer teachers, the High School and Middle School Department Heads shall teach 80% of full time. In departments of between 9 and 12 teachers, the high school and middle school Department Heads shall teach 60% of full time. In departments of 13 or more teachers, the high school and middle school department heads shall teach 40% of full time. PreK-12 Coordinators (who by design oversee staff and programming in multiple buildings) who currently have a teaching load that exceeds 20% FTE, such load will be reduced by one class per school year, until it reaches the 20% mark.

In addition to attending faculty meetings required of all teachers and conducting departmental meetings, Department Heads and PreK-12 Coordinators may be required annually to attend eleven (11) hours of after school meetings. Further, in addition to the attendance at the three (3)

evening meetings required for all teachers pursuant to Article VII B, Department Heads and PreK-12 Coordinators may be required annually to attend two (2) evening meetings. The Association and School Committee recognize that in addition to attending these required meetings, Department Heads and PreK-12 Coordinators devote many additional hours to satisfy their professional responsibilities relating to the position.

2. All High School and Middle School Department Heads shall be evaluated in writing annually by the Principal or Assistant Principal with input from a Central Office Administrator associated with Curriculum. PreK-12 Coordinators will be evaluated in writing annually by a Central Office Administrator. Evaluations shall be conducted in accordance with the negotiated Evaluation Procedure, using Standards and Indicators of Effective Administrative Leadership as well as Effective Classroom Teaching.
- E. Elementary school classroom teachers will have a preparation period under the following circumstances: when the class is receiving instruction from a special subject teacher in Art, Music, Library, Health Education and Physical Education.
 - F. Elementary teachers will be guaranteed one (1) preparation period per day, to include forty-five minute periods on four (4) days and a thirty-minute period on the fifth day. Teachers who volunteer to cover a class for an absent teacher during a preparation period will be paid \$30 per period for such voluntary coverage. Elementary teachers will be provided with four (4) common planning periods of no less than one hour, scheduled one (1) per quarter. When scheduling team meetings and parent conferences during the school day, all efforts will be made to avoid scheduling such meetings/conferences during the preparation periods or lunch periods of teachers whose attendance is required
 - G. Personnel other than regular classroom teachers will work at their assigned tasks for at least the length of a regular teacher's workday.
 - H. School Day and Year
 1. All teachers at the Galvin Middle School and at the High School shall report to their schools at least 15 minutes prior to the commencement of homeroom. During this 15 minute period, teachers at the Galvin Middle School may not be required to perform supervisory duties in excess of 10 minutes. During this 15-minute period, teachers at the High School would not be required to perform supervisory duties in excess of what they presently perform before school. Teachers at the elementary level shall report to their schools at least 20 minutes prior to the commencement of instruction. After school, teachers at the Galvin Middle School and at the High School shall remain in their schools for at least 20 minutes after the end of the scheduled school day, whereas teachers at the elementary level

shall remain in their schools for at least 15 minutes after the end of the scheduled school day. During this time teachers will be available for student assistance and to perform supervisory duties to the extent that such duties have been performed in the past. Notwithstanding the above, in the event of a ten-minute increase to the student day at Galvin Middle School and a five-minute increase to the student day at the High School (each anticipated for the 2020-2021 school year), the after-school period for teachers at the Galvin Middle School and High School shall be reduced to 15 minutes.

It is recognized by the Association and the School Committee that teachers will have to devote many more hours in addition to the above to successfully satisfy their professional responsibilities. Therefore, in addition to the above, teachers shall be required to attend core evaluations, team meetings, parent conferences, faculty and department meetings (such faculty/department meetings at the elementary, middle school, and high school levels not to exceed two per month), to confer with and help students, to supervise teacher detention, and to carry out such other professional responsibilities as they have performed in the past.

Notwithstanding the above, preschool teachers shall be at their schools for 6 hours and 50 minutes per day, which may vary from the times set forth above due to variations in the pre-school student day.

2. The school year for teachers, other than new personnel who may be required to attend additional orientation sessions, will begin no earlier than September 1 (unless there is mutual agreement to begin earlier) and terminate no later than June 30, but will in no event be longer than three (3) days more than the number of days that pupils are required to be in attendance by the approved Committee calendar for each school year. The three (3) additional days will be used as professional development days.
3. Study Halls: Recognizing that study halls are to be directed study and not limited to supervision of students, administration shall make a sincere effort not to use study halls as a substitute for finding coverage for absent teachers. However, should administration be unable to find substitutes, and should classes be moved into a study hall, the teacher in charge of the study hall shall receive the additional compensation of thirty dollars (\$30) for each such class so moved into the study hall.

- I. Teachers will have a duty-free lunch period as determined by the respective principals of at least the following lengths:

1.	Elementary School	25 minutes
2.	William H. Galvin Middle School	20 minutes*
3.	Senior High School	23 minutes

In the event of a ten-minute increase to the student day at Galvin Middle School (as anticipated for the 2020-2021 school year), the lunch period shall be increased to 23 minutes.

J. Indoor or outdoor recess shall be held during the school day in the elementary schools.

K. Academic subject area William H. Galvin Middle School teachers will not be assigned more than seven (7) periods per day, consisting of at least one (1) preparation period, not more than five (5) teaching periods, and one (1) administrative period to be used for student supervision, collaboration among staff, and other professional work to be assigned by the principal or designee.

Academic subject area Canton High School teachers will not be assigned more than six (6) periods per day, consisting of one (1) preparation period; not more than five teaching periods; and on days when assigned fewer than five teaching periods, one (1) administrative period to be used for student supervision, collaboration among staff, and other professional work to be assigned by the principal or designee.

High School and Middle School Department Heads and PreK-12 Coordinators will not be assigned supervisory duties.

L. Teacher participation in Extracurricular Activities will be strictly voluntary and teachers will be compensated for all such participation in accordance with the Extracurricular Salary Schedule in the contract.

M. Special Education teachers shall be provided with the same common planning time as classroom teachers, one (1) period of no less than one (1) hour every three (3) weeks.

N. Last Day: The last day of school shall be a half-day provided that the requisite Department of Education minimum number of instructional hours has been met.

O. On early release days, there will be no fewer than thirty (30) minutes after the end of the instructional day before the commencement of meetings or professional development work.

P. The last school day before the December holiday break will be a half-day for students and teachers.

Q. With the agreement of a particular teacher, the Superintendent or designee may assign a music teacher to a class that takes place before or after the typical school day, with the understanding that the teacher's arrival and departure times will be adjusted to provide for the same amount of onsite time required of teachers at the

same level (i.e., elementary, middle school, high school) whose classes take place solely within the typical school day.

ARTICLE VIII
CLASS SIZE

- A. The Committee and the Association recognize class size as an important factor in good education. To ensure that class size is conducive to an effective learning atmosphere, the Committee and the Association will strive to improve upon the following goals:

Elementary Schools: 40 classroom teachers per 1000 students
Secondary Schools: 60 classroom teachers per 1000 students

- B. The Committee and the Association realize that space availability precludes implementation of Section A above at this time. The provisions of Section A will therefore take effect as soon as physically possible.
- C. The provisions of Section A above may be waived by a teacher, a group of teachers, or an entire department after consultation with administration, if he/she, they, or the department feel in certain situations (e.g., specifically “Team Teaching”) it is in the best interests of the educational process to do so.

ARTICLE IX
NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher’s primary responsibility is the total education and welfare of the children entrusted to his/her care during the school day.

- A. Assignment of teachers for non-teaching duties shall be on a reasonable and equitable basis. While assigning student supervisory duties to each teacher in a particular year requires consideration of a number factors, the principal will include the number of minutes involved among these factors.
- B. Teachers may be required to collect and transmit money to be used for educational purposes and limited number of non-educational programs, but they will not be required to tabulate or account for such money.
- C. Teachers will not be required to drive pupils anywhere.
- D. Teachers issuing classroom detentions are required to supervise that detention period.
- E. Teachers will not be required to perform any custodial duties.
- F. Teachers will not be required to deliver books to classrooms, or keep registers.

- G. Elementary teachers may be assigned up to 60 minutes of nonteaching duties per week. Such duties shall not be assigned unless the Principal deems it necessary.

ARTICLE X
TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes, including co-teaching assignments that they will have, as soon as practicable and under normal circumstances not later than August 1. When teacher assignments are changed as to grade or subject, first consideration for available teacher position will be given to teachers with seniority.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned more than 20% of their teaching schedule to an area outside the scope of their teaching certificates and/or major or minor fields of study.
- C. 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 schedules as soon as practicable.
- D. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, age or marital status.

ARTICLE XI
VACANCIES AND PROMOTIONS

- A. Whenever any vacancy occurs in a professional position, a notice will be sent to the president of the Association at least ten (10) days in advance of the appointment unless mutually agreed otherwise between the Superintendent and the Association president. Written qualifications for the position, its duties, and its rate of compensation will be clearly set forth. Temporary appointments will be made only within the period of processing of applications.
- B. In filling such vacancies, equal consideration will be given to qualified teachers already employed by the Committee. Each teacher applicant not selected, upon request, will be given an explanation by the Superintendent.
- C. All qualified teachers will be given the opportunity to make application for such positions through the Office of the Superintendent of Schools and to represent themselves to the Superintendent. Each teacher not selected will, upon request, receive an explanation from the Superintendent of Schools.

- D. All notices concerning positions in summer School and Federal Programs will be posted on the Association bulletin boards.
- E. The final decision in the filling of vacancies, new positions, and promotions rests exclusively with the Superintendent or his/her designee, and said decision is not subject to the grievance and arbitration procedure of this Agreement.
- F. All vacancies in positions covered by this Agreement to be filled will be posted in each school building for a period of ten (10) calendar days prior to the selection of the successful candidate unless otherwise mutually agreed by the parties.
- G. Teachers and others covered by this Agreement must give at least 30 calendar days' notice to the Superintendent or his/her designee before resigning. This provision may be waived by mutual agreement between the Superintendent and the Association.

ARTICLE XII
TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with the teacher's knowledge.
- B. Teacher performance shall be evaluated by the criteria in the evaluation procedure and instrument.
- C. Teachers will be given a copy of any evaluation report and will have the right to discuss the report with the evaluator(s). Teachers may make written comments to be attached to such reports.
- D. Each written evaluation will be preceded by one or more classroom observations or structured conferences by the evaluator(s). Each evaluator shall make and sign a separate written observation report of each observation. A copy of each observation report shall be given to the teacher evaluated who shall have the right to discuss the report with the evaluator and to make written comments to be attached to such reports. Observation reports are for the use of administrators and teachers will ordinarily not become part of the teacher's personnel file.
- E. Teachers shall acknowledge that they have had the opportunity to review evaluation and observation reports by affixing their signatures to the reports, with the express understanding that such signature in no way indicates agreement with the reports.
- F. In accordance with Chapter 71, Section 42C of the Massachusetts General Laws, teachers have the right to inspect the contents of their personnel folders.

- G. No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review the material. 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.
- H. Any written and/or serious complaints regarding a teacher made to any member of the administration by any parent, student, or other person, including by electronic communication in any form, will be promptly called to the attention of the teacher, providing the complaint is not subject to criminal investigation.
- I. The negotiated Educator Evaluation Procedures, as may be modified from time to time by the parties, is incorporated into this Agreement by reference. (See Appendix F.) During the life of the Agreement, an Ad Hoc evaluation committee will be available to review, assess and fine-tune the evaluation system where needed. This committee will consist of four (4) members appointed by the Association and four members appointed by the Committee. The Association representatives on the committee shall consist of one member from the elementary level; one from the Middle School; one from the High School and one at-large. No more than one can be a bargaining team member. Further, no more than one school committee bargaining team member can be on this committee.

Either the Committee or the Association can call this committee into existence. This committee will have the authority, by majority vote, to recommend to the respective parties any changes to this Agreement for finalizing through the collective bargaining process.

- J. A teacher without professional teacher status will be notified in writing on or before June 15 whenever such teacher is not to be employed for the following school year.

ARTICLE XIII **USE OF SCHOOL FACILITIES**

- A. Upon making arrangements with the Superintendent of Schools, the Association may use the school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings. Any additional expenses incurred by the use of School facilities by the Association shall be paid for by the Association.
- B. There will be one (1) bulletin board in each school building, preferably in the faculty lounge, for the purpose of displaying official Association notices, circulars and other material pertinent to the Association and to the School Committee. Copies of all such material will be shown to the Principal. All posted notices shall be signed by an authorized representative of the Association.

ARTICLE XIV
SICK LEAVE POLICY

- A. It is recognized that from time to time illnesses and injuries that necessitate absence from school will occur, but it is further recognized that absence of the regular teacher from the classroom interrupts the educational process and must, therefore, be held to a minimum.
- B. All regularly appointed teachers shall be entitled to sick leave with full pay for fifteen (15) days per year. The Committee will grant up to ten (10) days of the entitled fifteen (15) days for immediate family-related (spouse, child, parent, or a relative living with the family) illnesses. When notifying his/her supervisor, the staff member must specify the use as either a personal sick day or an immediate family-related illness day. In addition, the Committee will grant use of up to ten (10) days of accumulated sick leave when the teacher's presence is necessary to attend to the needs of an immediate family member (as defined above) who is suffering from a catastrophic illness or injury. The Committee may require submission of a medical certification as a condition of granting days for catastrophic illness or injury.
- C. The number of sick leave days a teacher may accrue will be unlimited.
- D. An employee using accumulated sick leave must submit a periodic written statement, from a physician affirming that personal ill health makes extended absence necessary.
- E. Suspected cases of sick leave abuse will be handled and investigated on an individual basis, with appropriate discipline, if needed, being taken by the Superintendent or his designee.
- F. In case of death during the school year of any member of a teacher's family (grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding three (3) school days. In case of death during the school year of a teacher's spouse, parent, child, or person living in the teacher's household, no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding five (5) school days. In case of death during the school year of a teacher's nephew, niece, or other relative not mentioned elsewhere in this Section, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.
- G. Three (3) days may be used for personal matters which require absence from school hours. These days are not deductible from sick leave. Application for these days of personal business must be made in writing to the Superintendent of Schools through the Principal at least three days before the taking of such leave, except in case of emergency. The nature of the personal business does not have to

be stipulated. At the close of each school year, if a person has not taken any personal days during that year, then three (3) days shall be added to that person's sick leave accumulation. If a person has used one personal day during that year, then two (2) days shall be added to his/her sick leave accumulation. If a person has used two (2) personal days during that year, then one (1) day shall be added to his/her sick leave accumulation..

As an alternative to the above, a person who has not used all of his/her personal days during the year may carry over up to two (2) unused personal days with a maximum accrual of five (5) personal days in anyone year. No such days that have been carried over may be used to extend a holiday or a vacation. Any unused personal days that have not been carried over as personal days will be added to the person's sick leave accumulation.

- H. Each member shall be allowed up to two (2) days of leave with pay during each school year for observance of religious days when the tenets of that member's religion require abstinence from work on those days. Such leave is contingent upon that member having unused sick leave or personal leave which can be so charged. At least one (1) week's notice must be given to the building principal by the member prior to the taking of this leave.
- I. Request to attend educational meetings or conferences, including MTA/NEA conferences, or meetings which are held in Massachusetts may be approved by the Principal. Those held outside the state must be approved by the Committee. Nothing herein shall be construed to grant any teacher, as a matter of right, leave to attend any such meeting or conference.
- J. If a member with ten (10) years of teaching experience retires from the Canton School System and is accepted into the Massachusetts Retirement Plan, s/he shall receive \$70.00 per day for each day of unused accumulated sick leave in excess of eighty (80) days up to a maximum of \$8,500. In the event the retirement is at the end of the school year, such payment is contingent upon receipt of notice of the teacher's intent to retire no later than February 1 of that school year. In the event the retirement is on a date other than at the end of the school year, such payment is contingent upon receipt of notice of the teacher's intent to retire at least five (5) months prior to the date of retirement. Such notice may not be rescinded, provided that the Superintendent may permit rescission of the notice in rare, unanticipated circumstances involving hardship to the teacher, with the understanding that upon acceptance of the rescission, the Superintendent shall have the discretion to place the teacher in any position for which the teacher is qualified. If a member still has days leftover, after buying back sick days in excess of eighty (80) days, those days will be donated to the Sick Leave Bank.
- K. Teachers with twenty (20) years teaching experience who die while in the employ of the Committee shall have their accumulated sick leave valued at the same rate

as if s/he had retired. This amount to be paid to his/her heirs in the same way as his/her salary.

L. Sick Leave Bank

1. Introductory Statement

A Sick Leave Bank shall be established whereby all members covered by the Agreement shall receive additional sick leave upon exhaustion of their own earned and accrued sick leave.

2. Eligibility for Membership

- a. All members of the bargaining unit are eligible to participate in the Sick Leave Bank.
- b. At the commencement of the bank, each member who wishes to participate must contribute one day of sick leave to the bank, said contribution to be demonstrated by submitting a signed form to the bank committee on or before September 30, 1986. Only those teachers who so contribute shall be eligible for a grant from the Sick Leave Bank.
- c. Newly hired members of the bargaining unit can join the sick leave bank by submitting the signed form within ten (10) school days of their first workday.

3. Funding the Bank

Following the initial commencement and funding of the bank (see Section B.2. above), the sick leave days on deposit in the bank shall be carried over in the bank from year to year, until the number of days in the bank goes below thirty (30) days. On such occasion, the bank committee shall notify bargaining unit members that they must contribute one day of sick leave to the bank to maintain membership. In addition, bargaining unit members who previously were not members of the sick leave bank may join by contributing one day of sick leave to the bank. Such contributions shall be demonstrated by submitting a signed form to the bank committee within ten (10) school days of being so notified by the bank committee.

4. Administration of the Bank

- a. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.

- b. The Sick Leave Bank Committee shall be comprised of four (4) members; two (2) designated by the Association and two (2) designated by the Committee.
- c. Decisions of the Sick Leave Bank Committee shall be final and binding and shall not be subject to appeal or to the grievance and arbitration procedure.

5. Provisions for Benefit Payment

- a. The Sick Leave Bank will be used only when the teacher is prevented from working because of a serious sickness or injury of the teacher and when this disability is of a prolonged nature of ten (10) consecutive working days or more and only when the individual has exhausted all of his/her accumulated sick leave. To be eligible for Sick Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least twenty (20) percent of the maximum accumulated sick leave available to the teacher since the commencement of his/her employment. The Bank Committee may consider exceptions to this requirement under unusual circumstances.
- b. The number of sick days requested from the bank must be specified at the time of initial request to a maximum of fifteen (15) days.
- c. In the event the illness or injury extends beyond the number of sick days initially requested, the participating member may request additional days in increments no greater than fifteen (15) days.
- d. Applications for benefits must be accompanied by certification of illness or injury from a physician.
- e. The criteria for any grant of benefits from the Sick Leave Bank are as follows:
 - (1) adequate medical evidence of serious illness or injury.
 - (2) prior utilization of sick leave.
- f. The maximum number of days a member may use from the Sick Leave Bank annually are:

90 days to 1 year's service ...	20 days
2-3 years' service	30 days
4-10 years' service	60 days
over 10 years' service	90 days

- g. Approval by a majority of the Sick Leave Bank Committee is necessary for any grant.

N. Parental Leave:

1. Parental leaves will be granted to employees in accordance with the Massachusetts Maternity/Paternity Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).
2. An employee who wishes to take leave under this section shall inform the Superintendent in writing on designated form of the anticipated date of departure at least eight (8) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than eight (8) weeks in advance, the notice date will be adjusted accordingly.) At the time of the notification, the employee will select one of the following two (2) options, to the extent eligible:

Option A – Statutory Leave Only: Unpaid Massachusetts Maternity Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act Leave. Employees who are adopting or otherwise taking maternity/paternity leave without giving birth may substitute five (5) workdays of paid leave (or fifteen (15) workdays for employees with Professional Teacher Status), to be deducted from accumulated sick leave. An employee who is pregnant or giving birth may substitute her accumulated personal sick leave to cover days during the school year when she is medically incapacitated from working in her professional role. An employee who gives birth is presumed to be medically incapacitated from working for eight weeks immediately following the birth. The Superintendent may require an employee to submit adequate evidence of medical incapacity for any other period of disability relating to pregnancy/childbirth. The duration of Statutory Leave shall not exceed eight (8) weeks (or in the case of FMLA leave, twelve (12) workweeks) from the date of the leave's commencement.

Option B – Statutory Leave, followed by Extended Leave for Employees with Professional Teacher Status. Unpaid Massachusetts Maternity Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act Leave. Employees who are adopting or otherwise taking maternity/paternity leave without giving birth may substitute five (5) workdays of paid leave (or fifteen (15) workdays for employees with Professional Teacher Status), to be deducted from accumulated sick leave. An employee who is pregnant or giving birth may substitute her accumulated personal sick leave to cover days during the school year when she is medically incapacitated from working in her professional role. An employee who gives birth is presumed to be medically incapacitated

from working for eight weeks immediately following the birth. The Superintendent may require an employee to submit adequate evidence of medical incapacity for any other period of disability relating to pregnancy/childbirth. The duration of Statutory Leave shall not exceed eight (8) weeks (or in the case of FMLA leave, twelve (12) workweeks) from the date of the leave's commencement. This Statutory Leave will be followed by unpaid extended leave through the end of the school year in which approved Statutory Leave concludes, except that elementary level teachers may choose to return the day after the winter break and middle and high school level teachers may choose to return the day after the semester break within such school year.

3. At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified in accordance with Option A or B above. An employee on Extended Leave under Option B who is scheduled to return at the beginning of the following school year, must notify the Superintendent by March 1 of his/her intent to return to work as scheduled. An employee on Extended Leave under Option B who is scheduled to return after the winter break or after the semester break must notify the Superintendent of his/her intent to return to work as scheduled thirty (30) calendar days in advance. A failure to provide the required notice shall be deemed a voluntary resignation not subject to the grievance procedure. Further, a failure of an Employee on leave under Option A or B to return on the date specified at the beginning of the leave shall be deemed a voluntary resignation not subject to the grievance procedure, unless the failure to return is due to the employee's own medical incapacity as documented by adequate medical certification.
4. A teacher returning from a maternity/parental/adoptive leave of absence will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. As described further below, a teacher does not accrue sick time, longevity credit, credit for placement on the salary schedule, or seniority for any period during which the teacher is on unpaid leave of absence. In order to access extended leave for subsequent births or adoption, the employee must return to active service for at least one full school year prior to becoming eligible for additional Extended Leave under Option B.
 - a. Sick Time: Taking unpaid leave during a particular school year will result in a reduction in the accrual of the 15 days of annual paid sick time under Article XIV, Section B on a prorated basis, calculated using a 180-day school year. For example, if a teacher takes unpaid leave for the whole school year, no paid sick days will be accrued during that year. If the teacher takes

45 days of unpaid leave during a school year, the accrual will be reduced by 25% resulting in an accrual of 11.25 days for the year.

- b. Longevity: Teachers on unpaid leave for more than 45 days during any school year that begins on or after September 1, 2015, will not receive credit for that year for the purpose of accruing longevity under Article VI. Teachers who took unpaid leave of any duration during years prior to September 2015 shall be granted credit for such years for the purpose of moving on longevity steps. This credit shall apply on a prospective basis only. While teachers shall retain whatever years of service they were credited with prior to September 1, 2015, there shall be no retroactive adjustments.
 - c. Steps on Salary Schedule: The provisions of Article XXII, Section H shall apply to unpaid parental leave. Thus, Teachers who are on leave of absence without pay for more than 90 school days for parental leave in a school year shall not receive credit for that year for the purpose of movement on the steps of the salary schedule.
 - d. Seniority: The provisions of Article, XXV, Section D. 1 shall apply to unpaid parental leaves. Thus, teachers on parental leave without pay for more than 45 school days but fewer than or equal to 90 school days in a school year will lose one half (1/2) a year's seniority. Teachers who are on such leave of absence without pay for more than 90 school days in a school year lose the entire year's seniority.
5. Nothing in this section prevents the employer's non-reappointment of a professional employee without professional teacher status or dismissal or lay off of a professional employee with or without professional teacher status, to the extent such nonrenewal, dismissal, or lay off is otherwise applicable.

ARTICLE XV MILITARY LEAVES OF ABSENCE

- A. The number of school days specified by Massachusetts State Law will be allowed for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
- B. General Laws Chapter 33, Section 59, as adopted by the Canton Town Meeting of March 13, 1967, shall determine pay for military leaves of absence. Any person in the service of the Commonwealth, or a county, city or town which by vote of its county commissioners or city councilor its inhabitants at a town meeting accepts

this section, or has accepted similar provisions of earlier laws, shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under section 38, 40, 41, 42, 60, or during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee or official of the Commonwealth or of such county, city or town and shall be entitled to the same leaves of absence or vacation with pay given to other like employees or officials. Any person taking military leave during a period when school is in session, must furnish a written statement from his or her commanding officer which states that said leave could not possibly be taken at a time when school was not in session.

ARTICLE XVI **SABBATICAL LEAVES**

Sabbatical leaves may be granted to members of the professional staff for approved study or research subject to the following conditions:

- A. Not more than three (3) members of the professional staff will be absent on sabbatical leave at one time with preference given to seniority.
- B. Preliminary requests for sabbatical leave must be received by the Superintendent of Schools in such form as may be required on or before November 30, if leave is to be granted for the ensuing year. The specific details of said request shall be made on or before May 1.
- C. The teacher has completed at least seven (7) full school years of service in the Canton School System.
- D. Staff members on sabbatical leave will be paid half of their regular salary rate for a full year or full salary for a half year.
- E. Teachers granted a sabbatical leave will agree to return to the Canton Schools for two (2) full years or repay the entire amount of salary received during said leave.
- F. Teachers shall return to the post they left or to an equivalent position.
- G. Upon return from the sabbatical leave, a teacher shall be placed on the step of the salary schedule s/he would have attained had s/he remained in the Canton School System.
- H. Accumulated sick leave and all other benefits, including any granted while on leave, would also accrue to the teacher upon his/her return.

ARTICLE XVII
PROFESSIONAL IMPROVEMENTS

- A. The Committee will pay the reasonable expenses incurred by teachers who attend workshops, seminars, and conferences, at the request of the Superintendent of Schools or designee.
- B. Teachers shall be given the opportunity to visit other school systems without loss of pay for the purpose of studying the curriculum and operation of the program at such systems at the discretion of the Superintendent. The denial shall not be subject to the grievance procedure. If requested, the Superintendent will verbally state the reason(s) for any requests which are denied.

ARTICLE XVIII
TEXTBOOKS

- A. The Committee guarantees that when textbooks and/or workbooks are used in a classroom it will provide sufficient of same to insure that each pupil in a classroom has textbooks or workbooks for his/her own use. If the number of textbooks or workbooks is not sufficient, the principal will submit a requisition to the Superintendent who will order an adequate number within three (3) days.
- B. Teachers and Supervisors will have the opportunity to aid in choosing the textbooks for their area.

ARTICLE XIX
GROUP INSURANCE

The Committee will provide a plan of group life, accidental death and dismemberment and general or blanket hospital, surgical and medical insurance as authorized under the provisions of G.L. Chapter 32B. The Committee will pay 75% of the premium and the employees will pay 25% of the premium for the indemnity plan and for all HMO's. Dental insurance shall also be paid seventy-five percent (75%) by the Committee and twenty-five percent (25%) by the employees.

Effective July 1, 2019, co-pays for the PPO and the HMO shall be as follows:

Office visits:	\$20/\$50 (PCP/Specialists)
Emergency Room Co-Pay:	\$100
Hospital Admissions:	\$500
Outpatient Surgery:	\$250
High Tech Imaging:	\$100
Prescriptions:	\$15/\$30/\$65 retail; \$25/\$75/\$165 for 90-day mail order
Calendar Yr Deductible	\$500 Individual; \$1,000 Family Cap
Medex Prescriptions:	\$15/\$30/\$50 retail; \$30/\$60/\$100 for 90-day mail order

ARTICLE XX
GENERAL

- A. On or before the first workday for teachers of each school year, the Superintendent or designee will provide to each teacher a letter specifying the following for that teacher: (1) salary for that school year, including lane and step; (2) any longevity amount s/he will receive that year, as well as the date on which he/she can expect to receive such longevity payment; and (3) any applicable stipends. Teachers will receive written notice of any lane changes and additional stipends by November 1 or upon determination of such lane changes or stipends, whichever is later.
- B. The Association will be provided with copies of approved minutes of official School Committee meetings that are distributed to School Committee members. A copy of the official agenda of the meeting will be given to the Association prior to said meeting.
- C. 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.
- D. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- E. The Committee agrees to abide by the certification requirements, set out under the Massachusetts General Laws, in the hiring of teachers in the Canton School System.
- F. The Town of Canton will assign a payroll deduction slot for employees to participate in the Massachusetts Teachers Association disability insurance plan. The Association will provide the premium amounts of the plan, along with the deduction authorizations for those employees who are eligible for and wish to participate in the plan.
- G. The following shall be prorated for part-time employees: (1) amount, but not years of service, for longevity under Article VI; (2) amount for course reimbursement under Article XXVI; and (3) all paid leave provisions, including sick leave, bereavement, personal days, sick leave bank, and parental leave under Article XIV and military leave under Article XV.

ARTICLE XXI
NO DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by the Committee, the Association, or their respective agents against any teacher because of membership or non-membership in the Association. No one shall be required to become a member or remain a member of the Association as a condition of employment in the Canton Public Schools.

ARTICLE XXII
SALARIES AND OTHER COMPENSATION

Section 1.

- A. Salaries and other compensation of employees covered by this Agreement are set forth as an Appendix to this Agreement and made a part thereof.
- B. Employees covered by this Agreement will be compensated on the basis of twenty-one (21) paychecks during the school year or twenty-six (26) paychecks every two weeks over the calendar year, at the option of the employee. The gross amount of each check shall be substantially equal.
- C. Approved mileage will be paid at the IRS rate as determined by the Town.
- D. The Committee agrees to deduct from teachers' salaries money for NEA and/or MTA services and programs or Agency Service Fee as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies in biweekly installments prior to March 15 through the Treasurer of the Association. It is expressly understood that any deduction which a teacher may authorize the Committee to make from his/her earnings will be deducted in ten (10) equal installments or as close to equal as is practicable from paychecks received by said teacher during the year.
- E. The Canton Public Schools agrees to deduct from a teacher's salary an amount in equal installments from each pay period as designated by the teacher. The Canton Public Schools shall cause to be issued one (1) check to the Canton Teachers Association for the total of all deductions each pay period and shall provide the Association with an itemized list containing each teacher's name, amount deducted and credit union. The Association shall disburse these to the appropriate credit unions. An appropriate deduction form shall be supplied by the Association.
- F. Teachers who work only a portion of a school year shall be compensated on the basis of one-one hundred eighty-third (1/183) of their annual salary for each day
- G. Employees eligible for both a step and a lane change on September 1 of a particular year will receive only a lane change, provided that this restriction shall

be eliminated effective September 1, 2021, thus allowing both a step and lane change for employees who become eligible for lane changes on or after that date. Employees who believe they may be eligible for a lane change effective September 1, 2021, must complete and return the notification form set forth in Section 2.B below by November 15, 2020.

- H. Teachers who are on leave of absence without pay for more than 90 school days in a school year shall not receive credit for that year for the purpose of movement on the steps of the salary schedule.
- I. Teachers who are assigned to work beyond the regular on-site workday or work year shall be paid at the rate of \$30/hour. All assignment of such work is subject to the prior approval of the Superintendent or designee.

Section 2: Lane Changes

- A. Annually during September, the Business Office will distribute to all professional staff a form entitled "Added Degree Notification Form," hereinafter referred to as the "Notification Form".
- B. Any professional staff member who feels he/she may be eligible for a salary lane change effective on the following September 1st must complete and return the Notification Form to the School Business Administrator's office by November 15th of the year preceding possible eligibility.
- C. Failure to submit the form by the November 15th deadline will render the employee ineligible for any lane change as of the following September 1st.
- D. New employees hired after November 15th of a given year will not be eligible for a lane change on the following September 1st.
- E. The Superintendent is authorized to waive the notification requirements in unusual circumstances that in her/his sole judgment are beyond the control of the employee. Any such action by the Superintendent shall not be subject to challenge by the Association, either by grievance or other forms of redress.

ARTICLE XXIII **TRANSFERS**

- A. Classroom teachers recognize from time to time transfers from one school to another are necessary. If a classroom teacher feels that his/her transfer is not for a good reason, the teacher will have a right to have a hearing with his/her immediate superior to discuss the reason(s) for the transfer.
- B. If the teacher is not satisfied with the reason(s) for the transfer, the immediate superior will give his/her such reason(s) in writing. At this point, the classroom

teacher shall submit his/her reason(s) in writing why the transfer is not for good reason to the immediate superior.

- C. The classroom teacher shall then have a right to a further hearing with the principal and, if not satisfied with the results of such hearing, the classroom teacher shall have a right to a further hearing with the Superintendent.

ARTICLE XXIV
PROTECTION

- A. Employees will immediately report all cases of assault suffered by them in connection with their employment to the principal and Superintendent or his/her designee, in writing.
- B. The Superintendent will comply with any reasonable request from the teacher for records relating to the incident or the persons involved, subject to the provisions of applicable law, including but not limited to the Family Education Rights Privacy Act (FERPA) and the Individuals with Disabilities in Education Act (IDEA).
- C. The Committee agrees to provide indemnification for employees covered by this Agreement as required by Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE XXV
REDUCTION IN FORCE

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

- A. A teacher with professional status shall not be laid off if there is a teacher without professional status whose position the teacher with professional status is qualified to fill.
- B. Upon determination of the School Committee that there shall be layoffs in any discipline, as set forth below, the following procedures shall apply only to teachers with professional status.
- C. Layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students. Indicators of job performance shall be based on comprehensive evaluations conducted consistent with M.G.L. ch. 71, sec. 38, using the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Meets the Standards of the Canton Public Schools (for evaluations prior to 2013-2014), Proficient and

Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

For the purposes of this article, disciplines shall be:

1. K-8
2. 7-12 Math
3. 7-12 English
4. 7-12 Social Studies
5. 7-12 Chemistry
6. 7-12 Physics
7. 7-12 Biology
8. 7-12 General Science
9. 7-12 Earth Science
10. 7-12 French
11. 7-12 German
12. 7-12 Spanish
13. 7-12 Latin
14. Special Subject Teacher - Physical Education
15. Special Subject Teacher – Health
16. Special Subject Teacher – Technology Education
17. Special Subject Teacher – Family and Consumer Sciences
18. Special Subject Teacher - Industrial Technology
19. Special Subject Teacher – Reading
20. Special Subject Teacher – Art
21. Special Subject Teacher - Music
22. Special Subject Teacher – Speech
23. Teacher - Special Class (Note, however, that each separate certification will constitute a separate discipline)
24. School Psychologist
25. Guidance Counselor
26. School Librarian
27. Adjustment Counselor
28. School Nurse
29. Speech Pathologist
30. Occupational Therapist
31. Physical Therapist

D. Definitions

1. Seniority - Seniority is defined as the length of continuous full-time service in the Canton Public Schools from the first day of the teacher's continuous service as a teacher pursuant to official School Committee appointment. Authorized paid leaves of absence, or sabbatical leaves shall be considered time worked for purposes of seniority and layoff.

Authorized leaves of absence without pay shall be considered as continuous service, but will not be considered as time worked for seniority and layoff as follows: Teachers on such leaves without pay for more than 45 school days but fewer than or equal to 90 school days in a school year will lose one half (1/2) a year's seniority. Teachers who are on such leave of absence without pay for more than 90 school days in a school year lose the entire year's seniority.

Members of the bargaining unit who have served on a part-time basis shall be credited with the years or parts of years of seniority determined by multiplying the fractional amount of their teaching load times the period of such part time service, e.g., a teacher who taught half-time for one half of a year would be credited with one quarter of a year's service for that half year. Seniority shall commence to accrue from the first day of the teacher's continuous service as a teacher pursuant to official Superintendent appointment. Authorized, paid leaves of absence or sabbatical leaves shall be considered time worked for purposes of seniority and layoff. Authorized leaves of absence without pay shall be considered as continuous service, but will not be considered as time worked for seniority and layoff as follows: Part-time teachers on such leaves without pay for more than 1/4 of their work year but less than 1/2 of their work year will lose one half of the seniority credit they would have accrued for such year had they worked. Teachers who are on such leaves of absence without pay for more than 1/2 of their work year will lose the entire year's seniority.

2. Qualified - Qualified shall require both being certified in the discipline and having taught satisfactorily in the discipline for at least one full school year (fifteen (15) periods or more per week from the first day of school to the last day of school) within the Canton Public Schools within the past five years.

Effective September 1, 2016, "satisfactorily" is subject to the provisions of Section C above.

However, a sixth (6th) grade teacher certified in a secondary discipline who has also taught in that secondary discipline in Canton in the past will be considered qualified in that secondary discipline notwithstanding the fact that the teacher has not taught in that discipline within the past five (5) years.

E. Bumping

1. In the event a teacher is qualified in a discipline other than the one from which s/he has been laid off, the laid off teacher shall have the option of bumping the more junior teacher in that discipline.

2. Notwithstanding the above requirement of a minimum of one year's teaching experience, a teacher certified K-8 may bump a more junior teacher certified only K-8 at either the elementary or middle school level.

Notwithstanding the above requirement of a minimum of one year's teaching experience in the discipline:

- a. If a secondary science teacher is laid off, and s/he has taught any science at the secondary level for at least one full school year (fifteen (15) periods or more per week from the first day of school to the last day of school) within the Canton Public Schools within the past five years and if s/he holds a certification in another secondary science discipline, then s/he may bump a less senior teacher in such other secondary science discipline.
- b. If a secondary language teacher is laid off and s/he has taught any language at the secondary level for at least one full school year (fifteen (15) periods or more per week from the first day of school to the last day of school within the Canton Public Schools within the past five years) and if s/he holds a certification in another secondary language discipline, then s/he may bump a less senior teacher in such other secondary language discipline.
- c. If a special needs teacher is laid off and s/he has taught in any special needs discipline for at least one full school year (fifteen (15) periods or more per week from the first day of school to the last day of school within the Canton Public Schools within the past five years) and if s/he holds a certification in another special needs discipline, then s/he may bump a less senior teacher in such other special needs discipline.

It is also understood that this article is not to be construed as meaning that a middle school teacher (6-8) is automatically qualified to teach K-5 nor to imply that an elementary teacher (K-5) is automatically qualified to teach grades 6-8. This section means that if the School Committee does determine that they are so qualified, then they will be permitted to bump less senior teachers even though they may not have taught in the discipline for at least one full year.

3. A teacher certified only K-8 may not bump a teacher with a secondary certification.
4. If a qualified middle school teacher holds both a K-8 and a secondary certification, s/he may bump a more junior K-8 elementary or secondary certified teacher.

Effective September 1, 2016, the following language shall be added:
"Bumping is subject to the provisions of Section C above."

- F. Laid-off members may continue group Health and Life Insurance coverage during the recall period of thirteen (13) months as provided by the Committee to members of the bargaining unit by reimbursing the Town for full premium cost. Failure to forward advance premium payments to the Town by the date(s) set by the Town or refusal to return to employment upon recall will terminate this option. It is understood that there shall be no cost to the Town.
- G. Teachers who are on layoff because of reduction in force shall be on a recall list for the first thirteen (13) months of layoff and shall, if qualified, have preference over new applicants for any new position or full-time vacancy in the bargaining unit that the Committee is going to fill and for which they are qualified. In making a decision as to which of two or more qualified teachers on the recall list will be first recalled, the Superintendent will recall teachers in the inverse order of layoff. The failure of a teacher to accept the assignment within fifteen school days of the postmark of notification thereof shall automatically remove that teacher from the recall list and terminate all recall rights.
- H. The Superintendent's judgment hereunder shall be set aside only where it was not made in good faith and/or was arbitrary or capricious.
- I. No reduction in force shall take effect on other than the first day of a school year.
- J. Teachers who have been laid off shall, during their recall period, be notified in writing by the Superintendent's Office, provide' they have left their home address with the Superintendent's Office, of any open positions in the system which they may be qualified to fill. Failure to accept an offer of employment for any such suitable position shall terminate the teacher's recall rights.
- K. Teachers recalled after layoff under this Article shall be placed on that step of the salary schedule which is one step higher than the one on which they were at the time of their last day of teaching prior to being laid off. Also such teachers shall carry over only that sick leave which was credited to them at the time of their last day of teaching prior to being laid off.
- L. The Superintendent shall notify any teacher with professional status who is to be affected by a reduction in force by June 1 of the school year preceding the school year in which the reduction is to be effected.

The Committee agrees that resignations, retirements, dismissal for cause, or normal termination of employment, will be utilized prior to instituting reduction in force.
- M. Notifications under sections G above will be by certified or registered mail.

ARTICLE XXVI - A
INDIVIDUAL SUPPORT TEAMS

The terms set forth below will apply to an Individual Support Team (IST) at the High School. The IST will focus on issues relating to individual students.

- A. Teachers on the IST shall serve a two-year term. These terms will be staggered so that they do not expire at the same time. Each school will determine the number of members of the IST for that particular school.
- B. Participation on IST's by teachers shall be strictly voluntary.
- C. Teachers may resign from the support team at any time, with thirty (30) days' notice to the Superintendent.
- D. The Committee will provide substitute coverage to allow the members to be able participate in the IST meetings during school hours.
- E. Teachers will not be negatively evaluated for their participation or non-participation in the IST program.
- F. Training for IST members will be provided.
- G. Records will be maintained by the IST and will be accessible to the principal and other appropriate administrators. These records shall include the dates of team meetings, the issues discussed, the solutions proposed, and any follow-up on earlier meetings.
- H. IST Compensation: Members of the IST shall be compensated, at their option, with either three (3) credits or a stipend of five hundred dollars (\$500). No more than a total of six (6) credits earned based upon service as a member of the IST may be used for horizontal movement on the salary schedule.

ARTICLE XXVI - B
DATA DRIVEN INSTRUCTIONAL SUPPORT TEAMS

The following terms will apply to the Data Driven Instructional Support Teams (DDIST) at the elementary and middle school:

- A. Teachers on the elementary DDIST shall serve a two-year term. These terms will be staggered so that they do not expire at the same time. Teachers on the middle school DDIST shall serve a two-year term. The principal will determine the number of members of the DDIST at that particular school, provided that the following shall generally apply:

-- At each elementary school there will be four members: Chair, Recorder and two members handling data input.

-- At the middle school there will be seven members: Chair and one member representing each grade level team.

- B. Participation on DDISTs by teachers shall be strictly voluntary.
- C. Teachers may resign from the DDIST at any time, with thirty (30) days' notice to the Superintendent.
- D. In order to allow for participation in meetings held during school hours, the Principal will provide substitute coverage (1) for the Chair and Recorder and, when needed, for the Data Input members at the Elementary Level and (2) the Chair and the DDIST members at the middle school.
- E. Teachers will not be negatively evaluated for their participation or non-participation in the DDIST program.
- F. Training for DDIST members will be provided.
- G. Records will be maintained by the DDIST and will be accessible to the principal and other appropriate administrators. These records shall include the dates of team meetings, the issues discussed, the solutions proposed, and any follow-up on earlier meetings.
- H. DDIST Compensation: The Chair will be paid a stipend in accordance with Appendix B1. Members of the DDIST shall be compensated, at their option, with either three (3) credits or a stipend of five hundred dollars (\$500). No more than a total of six (6) credits earned based upon service as a member of the DDIST may be used for horizontal movement on the salary schedule.

ARTICLE XXVII **EDUCATIONAL ENHANCEMENT FUND**

The Committee will reimburse up to \$2500 per year for each teacher (prorated for part-time teachers) to an aggregate cap for the entire bargaining unit of \$125,000 per year to be used for courses, conferences, workshops, or seminars that are aligned to the role of the educator and have been approved in advance by the Superintendent or Central Office designee. In order to seek approval, the teacher must submit an application form to the Central Office designee at least twenty-one (21) calendar days prior to the start of the course, conference, workshop or seminar. A committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Superintendent shall meet prior to September 30, 2019 to discuss criteria for approving or denying reimbursement for courses, conferences, workshops, or seminars.

In order to obtain reimbursement, the teacher must provide the following to the Superintendent or Central Office designee:

Approved credit bearing course: (1) proof of payment and (2) an official transcript from an accredited institution showing the grade of B or better earned in the course, provided that an unofficial transcript may be submitted to initiate processing, with the understanding that the teacher will provide a copy of the official transcript upon receipt.

Approved noncredit bearing course, conference, workshop, or seminar: (1) proof of payment and (2) certification of completion.

Payment will be processed within 30 days following the receipt of the required paperwork by the Central Office designee.

ARTICLE XXVIII **NEGOTIATION PROCEDURE**

- A. Not later than November 30 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours and other conditions of their employment. Such negotiations will include, but not be limited to, the items listed in the table of contents of this Agreement. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.
- B. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association, if requested, all pertinent records of the school system except those that are confidential. Either party, if it so desires, may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. If the negotiations described herein have reached an impasse, the procedure described in Chapter 150E of the General Laws of Massachusetts will be applicable.
- D. All negotiation meetings will be scheduled after school hours.

ARTICLE XXIX **ASSOCIATION BUSINESS DAYS**

The Association shall be granted, with the approval of the Superintendent, a total of five (5) Association business days per school year to be used by the President or members of the executive board. The President of the Association will not be assigned any non-teaching duties.

ARTICLE XXX
NURSES

Nurses shall be entitled to all of the benefits of this Agreement except as listed below:

1. General
 - a) Nurses will not be assigned any non-nursing duties.
 - b) Evaluation: Nurses shall be evaluated in accordance with Article XII.
 - c) Nurses will be evaluated by the Nurse Leader and the Building Principal.
 - d) Nurses will be notified in writing of any new programs that may affect the health or safety of students under their care. They shall be notified as soon as is practicable so that they may make whatever preparations they deem necessary.
 - e) The nurses' salary scale shall be the same as the teachers' scale.
 - f) Mentoring: Nurses shall be included in the mentoring program.
 - g) Nurses will work two (2) days in addition to the teachers' scheduled year to prepare medical records and meet with parents. The days will be assigned by the Superintendent or his/her designee after consultation with the nurses. Nurses will be compensated for each of these additional days at their per diem rate of 1/183 of their regular salary.
 - h) Nurses shall not be eligible for preparation periods.
 - i) In the event a nurse must miss her lunch period due to a student emergency, he/she will be compensated \$20 or, alternatively, may elect compensatory time, provided that the nurse has given notice by email to the principal within three (3) business days following the missed lunch, to include the following: (1) date of missed lunch period, (2) the reason therefore, and (3) whether he/she has elected to receive \$20 or compensatory time.

ARTICLE XXXI
OCCUPATIONAL AND PHYSICAL THERAPISTS

Occupational and Physical Therapists shall be entitled to all of the benefits and provisions of this Agreement except as follows:

- A. A Therapist who works thirty (30) hours per week shall be deemed to be full time.
- B. Each Therapist's schedule shall be determined by the Assistant Superintendent for Student Services. The number of hours assigned shall include specifically designated hours for each of the following: direct service, evaluations, meetings and preparation. The schedule shall also include time for a duty-free lunch as for all other employees in the bargaining unit in accordance with Article VII.
- C. Therapists shall be paid according to Appendix A4.
- D. Any Therapist who agrees to work during the summer shall be paid at her/his hourly rate, calculated by dividing the annual rate for the just completed school year by 183, then by 6. Any Occupational Therapist who as part of any summer assignment supervises a Certified Occupational Therapist Assistant ("COTA") shall be paid one hour for every six (6) hours the COTA works.
- E. No Therapist shall be assigned duties since the position is a system-wide assignment.

ARTICLE XXXII
HEALTH AND SAFETY

The Committee shall provide a safe and healthful working environment. A member of the Association shall be appointed to the Health Advisory Committee (HAC). The HAC shall meet periodically to discuss health and safety matters. The HAC shall also design and implement protocols for responding to complaints regarding problems with health and safety matters at the schools. When requested to do so by the Association, the Committee agrees to meet with the Association to discuss matters involving health and safety.

ARTICLE XXXIII
MENTORING

The Mentor Steering Committee of four individuals (the Director of Curriculum & Instruction and a teacher selected by the CTA from the H.S.M.S., and elementary school) shall select, each year, a chairperson of the committee to be in charge of the Teacher-Mentor Program. This Committee will work collaboratively and with Principals to assign the best Mentor possible to each new teacher, provide professional development to Mentors and new teachers, and communicate and problem-solve together issues that arise with the mentoring of new teachers in Canton.

Compensation for each Mentor will be the choice of three (3) in-district credits or a stipend (as listed in Appendix B) per protégé. No mentor shall be assigned more than two (2) protégés per year. No more than a total of six (6) credits earned based upon service as a Mentor may be used for horizontal movement on the salary schedule.

ARTICLE XXXIV
JOB SHARING

- A. Job sharing shall mean the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time teachers. Each teacher shall participate equally in the performance of the duties and responsibilities of the position.
- B. The participation of teachers in job sharing shall be on a voluntary basis. No job sharing position shall be established without the annual approval of the Principal and the Superintendent. Failure by the Principal and the Superintendent to approve a job sharing proposal shall not be grievable under this Agreement.
- C. In order for a shared position to be approved, the two individuals must complete an application for such on a form developed by the Superintendent. Applications for job sharing shall be filed by the teachers with the Superintendent and the Association prior to March 1 of the school year preceding the proposed effective date of job sharing. Teachers shall be informed of the disposition of their job sharing application by May 1.
- D. The following working conditions shall apply to teachers participating in job sharing:
 - 1. The regular workday for each teacher shall be one-half of the regular workday for full-time teachers unless otherwise agreed upon by the Principal, Superintendent, and School Committee.
 - 2. Both teachers will be present on duty for the entire workday for the first week of school in September of each year.
 - 3. To the extent possible and reasonable, half-days and in-service times and department and faculty meetings shall be shared by the two teachers reporting to each other concerning the content of the meetings. Both teachers are responsible for obtaining information regarding the content of any such meetings.
 - 4. Both teachers will be present simultaneously for parent conferences.
 - 5. The two teachers who are job sharing will arrange regular times to confer to evaluate students and mark report cards and to discuss student progress and concerns in the classroom.

6. If one of the participants is absent due to illness or other reason, the other teacher will cover for the absent teacher whenever possible, thereby eliminating the need for a substitute.
 7. The preparation time provided for teachers in the Agreement shall be shared by each teacher.
 8. Each teacher will be paid the prorated amount of his or her appropriate full-time annual salary established pursuant to the terms of this Agreement, except when the teacher works a full day pursuant to the provisions of this Article. On such days, the teacher will be paid his/her full daily rate of compensation.
- E. Job sharing assignments shall be for a period of one year and shall terminate at the end of each school year. Requests to maintain a job-share arrangement must be renewed in writing by March 1 of each year. There is no guarantee that a renewal of a job sharing arrangement will be granted for the following year. Teachers shall be informed of the disposition of their request for renewal by May 1.
- F. No teacher shall be involuntarily transferred in order to create job sharing positions.
- G. When a job sharing position is terminated, the teacher(s) will be assigned to the same position she/he left prior to job sharing, if available, or, if not available, to a substantially equivalent position.

H. **Benefits**

All benefits provided in the collective bargaining agreement between the Association and the Committee will be evenly shared unless otherwise specified in this provision.

1. Temporary leaves of absence shall be one-half days.
2. Sick leave entitlement shall be the full number of days, except at one-half pay.
3. Seniority shall be pro-rated.
4. Years of service for purposes of longevity and salary step advancement shall not be pro-rated.
5. The cost of the benefit package shall not exceed full family benefits for one full-time employee, except in extenuating circumstances.

ARTICLE XXXV
DURATION

- A. This Agreement shall become effective on September 1, 2019 and continue in effect to and including August 31, 2022.
- B. The within Agreement represents the entire agreement of the parties. Any agreement reached during the term of this Agreement by and between the parties will be reduced to writing, signed by the Committee and the Association, and become an addendum to this Agreement.
- C. Negotiations for a successor to this 2019-2022 Agreement between the Committee and the Association shall commence no later than November 30, 2021, pursuant to the terms of Article XXVIII of this Agreement.
- D. It is recognized that this Agreement is subject to funding by the Canton Town Meeting. In the event such funding is not provided, this Agreement shall be considered null and void, and the parties shall return to the bargaining table.

ARTICLE XXXVI
ONLINE COURSES

The parties acknowledge that the School Committee's decision to allow students at Canton High School to enroll in online courses for academic credit and in fulfillment of graduation requirements for the Canton Public Schools, if subscribed to in large numbers, may have an impact on the terms and conditions of employment for employees in the bargaining unit. Thus, in the event ten (10) or more students enroll in online courses for academic credit at Canton High School for a particular school year, the School Committee will notify the Association and upon request will meet to bargain over any potential impact on terms and conditions employment for unit employees, provided that student enrollment in online courses associated with the District's obligation to provide off-site educational services for individual students does not count for the purpose of this Article. The parties agree that insertion of this Article fully settles MUP 13-2797, as filed by the Association with the Massachusetts Division of Labor Relations on April 8, 2013, and the Association specifically agrees that it will not pursue an appeal of the Hearing Officer's Decision that was issued on May 6, 2015.

IN WITNESS HERETO, THE PARTIES SET THEIR HANDS THIS 13 DAY
OF January, 2020.

CANTON TEACHERS ASSOCIATION

Yan Yan Yiu

CANTON SCHOOL COMMITTEE

Kristin B. Mahari

APPENDIX A1
TEACHER SALARY SCHEDULE
September 1, 2019 - August 31, 2020

Step	Bachelor's	Master's	MA+15	M+30	M+60	M+90
1	\$51,617	\$54,790	\$57,191	\$59,687	\$62,282	\$64,980
2	\$53,767	\$57,073	\$59,570	\$62,165	\$64,862	\$67,668
3	\$56,008	\$59,452	\$62,047	\$64,744	\$67,550	\$69,783
4	\$58,342	\$61,929	\$64,627	\$67,433	\$69,628	\$72,691
5	\$60,772	\$64,508	\$67,315	\$69,510	\$71,985	\$75,718
6	\$63,304	\$67,198	\$69,392	\$71,653	\$74,984	\$78,874
7	\$65,261	\$69,275	\$71,536	\$73,861	\$77,304	\$81,314
8	\$67,281	\$71,418	\$73,744	\$76,140	\$79,695	\$83,829
9	\$69,362	\$73,626	\$76,022	\$78,487	\$82,159	\$86,422
10	\$71,508	\$75,903	\$78,369	\$80,639	\$84,700	\$89,095
11	\$73,718	\$78,251	\$80,521	\$82,793	\$87,319	\$91,849
12	\$75,609	\$80,257	\$82,587	\$84,916	\$89,559	\$94,204
13	\$77,547	\$82,316	\$84,703	\$87,092	\$91,855	\$96,620
14	\$79,536	\$84,426	\$86,876	\$89,326	\$94,210	\$99,098
15	\$81,575	\$86,590	\$89,103	\$91,616	\$96,627	\$101,638
16	\$82,391	\$87,456	\$89,994	\$92,533	\$97,593	\$102,655

NOTE:

A teacher entering or leaving the employ of the Committee after the start of the school year shall be compensated on the basis of that proportion of the one hundred eighty-three (183) day school year which that teacher actually worked.

Salary increases of any kind are not automatic. They are granted only when there has been a continuation of high standard of teaching or a demonstrated improvement of efficiency in service. The Superintendent reserves the right to withhold increments from a teacher doing unsatisfactory work.

APPENDIX A2
TEACHER SALARY SCHEDULE
September 1, 2020 - August 31, 2021

Step	Bachelor's	Master's	MA+15	M+30	M+60	M+90
1	\$53,165	\$56,434	\$58,907	\$61,478	\$64,151	\$66,929
2	\$55,380	\$58,786	\$61,357	\$64,030	\$66,808	\$69,698
3	\$57,689	\$61,236	\$63,909	\$66,687	\$69,577	\$71,876
4	\$60,092	\$63,786	\$66,566	\$69,456	\$71,717	\$74,871
5	\$62,596	\$66,443	\$69,335	\$71,595	\$74,145	\$77,990
6	\$65,203	\$69,213	\$71,474	\$73,803	\$77,233	\$81,240
7	\$67,219	\$71,353	\$73,682	\$76,077	\$79,623	\$83,753
8	\$69,299	\$73,561	\$75,956	\$78,424	\$82,086	\$86,344
9	\$71,443	\$75,835	\$78,303	\$80,841	\$84,624	\$89,014
10	\$73,653	\$78,180	\$80,720	\$83,058	\$87,241	\$91,767
11	\$75,930	\$80,599	\$82,937	\$85,276	\$89,939	\$94,605
12	\$77,877	\$82,665	\$85,065	\$87,464	\$92,246	\$97,030
13	\$79,873	\$84,785	\$87,244	\$89,705	\$94,611	\$99,519
14	\$81,922	\$86,959	\$89,482	\$92,006	\$97,037	\$102,071
15	\$84,023	\$89,188	\$91,776	\$94,365	\$99,526	\$104,688
16	\$84,863	\$90,080	\$92,694	\$95,309	\$100,521	\$105,734

NOTE:

A teacher entering or leaving the employ of the Committee after the start of the school year shall be compensated on the basis of that proportion of the one hundred eighty-three (183) day school year which that teacher actually worked.

Salary increases of any kind are not automatic. They are granted only when there has been a continuation of high standard of teaching or a demonstrated improvement of efficiency in service. The Superintendent reserves the right to withhold increments from a teacher doing unsatisfactory work.

APPENDIX A3
TEACHER SALARY SCHEDULE
September 1, 2021 - August 31, 2022

Step	Bachelor's	Master's	MA+15	M+30	M+60	M+90
1	\$54,229	\$57,562	\$60,085	\$62,708	\$65,434	\$68,268
2	\$56,488	\$59,961	\$62,584	\$65,310	\$68,144	\$71,092
3	\$58,842	\$62,460	\$65,187	\$68,021	\$70,968	\$73,314
4	\$61,294	\$65,062	\$67,897	\$70,845	\$73,152	\$76,369
5	\$63,848	\$67,772	\$70,721	\$73,027	\$75,627	\$79,550
6	\$66,508	\$70,598	\$72,903	\$75,279	\$78,778	\$82,865
7	\$68,564	\$72,780	\$75,155	\$77,599	\$81,216	\$85,428
8	\$70,685	\$75,032	\$77,475	\$79,993	\$83,727	\$88,071
9	\$72,872	\$77,351	\$79,869	\$82,458	\$86,316	\$90,795
10	\$75,126	\$79,743	\$82,335	\$84,719	\$88,986	\$93,603
11	\$77,448	\$82,211	\$84,596	\$86,982	\$91,738	\$96,497
12	\$79,434	\$84,318	\$86,766	\$89,213	\$94,091	\$98,970
13	\$81,471	\$86,481	\$88,989	\$91,499	\$96,503	\$101,509
14	\$83,561	\$88,698	\$91,271	\$93,846	\$98,977	\$104,112
15	\$85,703	\$90,972	\$93,612	\$96,252	\$101,516	\$106,781
16	\$86,560	\$91,882	\$94,548	\$97,215	\$102,531	\$107,849

NOTE:

A teacher entering or leaving the employ of the Committee after the start of the school year shall be compensated on the basis of that proportion of the one hundred eighty-three (183) day school year which that teacher actually worked.

Salary increases of any kind are not automatic. They are granted only when there has been a continuation of high standard of teaching or a demonstrated improvement of efficiency in service. The Superintendent reserves the right to withhold increments from a teacher doing unsatisfactory work.

APPENDIX A4

OT and PT SALARY SCHEDULE

2019/2020		
<u>Step</u>	<u>Bachelor's</u>	<u>Masters</u>
1	\$60,319	\$65,330
2	\$63,101	\$68,124
3	\$66,351	\$73,721
4	\$72,069	\$77,081
5	\$75,700	\$80,716
6	\$81,575	\$86,590

2020/2021		
<u>Step</u>	<u>Bachelor's</u>	<u>Masters</u>
1	\$62,128	\$67,290
2	\$64,994	\$70,168
3	\$68,342	\$75,933
4	\$74,231	\$79,393
5	\$77,971	\$83,137
6	\$84,023	\$89,188

2021/2022		
<u>Step</u>	<u>Bachelor's</u>	<u>Masters</u>
1	\$63,371	\$68,636
2	\$66,294	\$71,571
3	\$69,708	\$77,452
4	\$75,716	\$80,981
5	\$79,530	\$84,800
6	\$85,703	\$90,972

Scale assumes 30 hours a week is a 1.0 FTE. Additional hours in the summer would be paid at the hourly rate. Employees who work fewer than 30 hours a week would be placed on the scale prorated on an x/30 basis.

**APPENDIX B1
STIPENDS
9/1/19 – 8/31/20**

HIGH SCHOOL AND MIDDLE SCHOOL DEPARTMENT HEADS

ENGLISH	\$1,231.97/tchr
MATHEMATICS	\$1,231.97/tchr
SCIENCE	\$1,231.97/tchr
SOCIAL STUDIES	\$1,231.97/tchr

PREK – 12 COORDINATORS

VISUAL ARTS	\$1,231.97/tchr
FOREIGN LANGUAGE	\$1,231.97/tchr
WELLNESS	\$1,231.97/tchr
PERFORMING ARTS	\$1,231.97/tchr
COMPUTER/TECHNOLOGY	\$8,901

ELEMENTARY ASSISTANT PRINCIPALS

HANSEN	6,798
KENNEDY	6,798
LUCE	6,798

IST/ISSP/DDIST COORDINATORS

504 COORDINATORS

High School	3,002	3,820
Galvin MS	2,872	3,396
Hansen	1,568	2,122
Kennedy	1,436	2,122
Luce	1,827	2,122
Rodman		1,174

IST/ISSP DDIST**

MEMBER	\$500**
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SPECIAL EDUCATION*

ADJUSTMENT COUNSELOR	2,389
DEVELOPMENTALLY DELAYED (CHS only)	2,004
PSYCHOLOGIST	7,908

GUIDANCE COUNSELORS

HIGH SCHOOL	815
GALVIN	815

DRIVER EDUCATION

CLASSROOM	1,418
DRIVING (per student)	385
DIRECTOR	6,156

MENTORING**

TEACHER MENTOR	1,204**
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OTHER

HOMELESS COORDINATOR	2,000
STEERING COMMITTEE CHAIRPERSON	1,940
STEERING COMMITTEE MEMBERS (2)	1,551
CIVIL RIGHTS COMPLIANCE OFFICER	2,701
CIVIL RIGHTS BUILDING BASED (HANSEN, JFK, LUCE, GMS)	1,040
MIDDLE SCHOOL TEAM LEADER	3,264
COLLABORATIVE LEARNING GROUP FACILITATOR	3,060
COLLABORATIVE LEARNING GROUP CO-FACILITATOR	1,836

*These stipends do not apply to any employee hired into these positions after August 31, 2009.

**Amount per year/or 3 credits for horizontal movement on salary schedule (maximum 6).

APPENDIX B2

**STIPENDS
9/1/20 – 8/31/21**

HIGH SCHOOL AND MIDDLE SCHOOL DEPARTMENT HEADS

ENGLISH	\$1,268.93/tchr
MATHEMATICS	\$1,268.93/tchr
SCIENCE	\$1,268.93/tchr
SOCIAL STUDIES	\$1,268.93/tchr

PREK – 12 COORDINATORS

VISUAL ARTS	\$1,268.93/tchr
FOREIGN LANGUAGE	\$1,268.93/tchr
WELLNESS	\$1,268.93/tchr
PERFORMING ARTS	\$1,268.93/tchr
COMPUTER/TECHNOLOGY	\$9,168

ELEMENTARY ASSISTANT PRINCIPALS

HANSEN	7,002
KENNEDY	7,002
LUCE	7,002

IST/ISSP/DDIST COORDINATORS

504 COORDINATORS

High School	3,092	3,935
Galvin MS	2,958	3,498
Hansen	1,615	2,186
Kennedy	1,479	2,186
Luce	1,882	2,186
Rodman		1,209

DDIST**

MEMBER	\$500**
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SPECIAL EDUCATION*

ADJUSTMENT COUNSELOR	2,461
DEVELOPMENTALLY DELAYED (CHS only)	2,064
PSYCHOLOGIST	8,145

GUIDANCE COUNSELORS

HIGH SCHOOL	839
GALVIN	839

DRIVER EDUCATION

CLASSROOM	1,460
DRIVING (per student)	396
DIRECTOR	6,341

MENTORING**

TEACHER MENTOR	1,240**
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OTHER

HOMELESS COORDINATOR	2,060
STEERING COMMITTEE CHAIRPERSON	1,999
STEERING COMMITTEE MEMBERS (2)	1,598
CIVIL RIGHTS COMPLIANCE OFFICER	2,782
CIVIL RIGHTS BUILDING BASED (HANSEN, JFK, LUCE, GMS)	1,072
MIDDLE SCHOOL TEAM LEADER	3,362
COLLABORATIVE LEARNING GROUP FACILITATOR	3,152
COLLABORATIVE LEARNING GROUP CO-FACILITATOR	1,891

*These stipends do not apply to any employee hired into these positions after August 31, 2009.

**Amount per year or 3 credits for horizontal movement on salary schedule (maximum 6).

APPENDIX B3

**STIPENDS
9/1/21 – 8/31/22**

HIGH SCHOOL AND MIDDLE SCHOOL COORDINATORS

ENGLISH	\$1,294.30/tchr
MATHEMATICS	\$1,294.30/tchr
SCIENCE	\$1,294.30/tchr
SOCIAL STUDIES	\$1,294.30/tchr

PREK – 12 COORDINATORS

VISUAL ARTS	\$1,294.30/tchr
FOREIGN LANGUAGE	\$1,294.30/tchr
WELLNESS	\$1,294.30/tchr
PERFORMING ARTS	\$1,294.30/tchr
COMPUTER/TECHNOLOGY	\$9,351

ELEMENTARY ASSISTANT PRINCIPALS

HANSEN	7,142
KENNEDY	7,142
LUCE	7,142

IST/ISSP DDIST COORDINATORS

504 COORDINATORS

HIGH SCHOOL	3,154	4,014
GALVIN MS	3,017	3,568
HANSEN	1,647	2,230
KENNEDY	1,509	2,230
LUCE	1,920	2,230
RODMAN		1,233

DDIST**

MEMBER	\$500**
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SPECIAL EDUCATION*

ADJUSTMENT COUNSELOR	2,510
DEVELOPMENTALLY DELAYED (CHS only)	2,105
PSYCHOLOGIST	8,308

GUIDANCE COUNSELORS

HIGH SCHOOL	856
GALVIN	856

DRIVER EDUCATION

CLASSROOM	1,489
DRIVING (per student)	404
DIRECTOR	6,467

MENTORING**

TEACHER MENTOR	1,265**
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OTHER

HOMELESS COORDINATOR	2,101
STEERING COMMITTEE CHAIRPERSON	2,039
STEERING COMMITTEE MEMBERS (2)	1,630
CIVIL RIGHTS COMPLIANCE OFFICER	2,838
CIVIL RIGHTS BUILDING BASED(HANSEN, JFK, LUCE, GMS)	1,093
MIDDLE SCHOOL TEAM LEADER	3,429
COLLABORATIVE LEARNING GROUP FACILITATOR	3,215
COLLABORATIVE LEARNING GROUP CO-FACILITATOR	1,929

*These stipends do not apply to any employee hired into these positions after August 31, 2009.

**Amount per year or 3 credits for horizontal movement on salary schedule (maximum 6).

APPENDIX C1

TEACHERS' EXTRA CURRICULA PAY SCHEDULE

9/1/19 – 8/31/20

DISTRICT-WIDE			
Accompanist (per show)			1,561
CANTON HIGH SCHOOL	STEP	1	2
			3
FOREIGN EXCHANGES			
French	1,852	2,154	2,467
German	1,852	2,154	2,467
Spanish	1,852	2,154	2,467
DRAMA			
Drama Club			1,709
Musical-Director/Producer			4,248
Musical-Choreographer			1,707
Musical-Costume Advisor			1,707
Musical-Tech Set			1,706
Musical-Music Director			3,545
Musical-Stage Manager/Props			2,122
Musical-Pit Director			2,536
Musical-Tech Lights			849
Musical-Tech Sound			849
Drama-Director			4,248
Drama-Stage Manager/Props			2,122
Drama-Costume Advisor			1,706
Drama-Tech Set			1,706
Drama-Tech Lights			849
Cabaret-Director			2,122
Cabaret-Music Director			2,122
Cabaret-Pit Director			1,706
One Act Play Festival-Director/Producer			1,706
CLASS ADVISOR			
Grade 9			488
Grade 10			488
Grade 11			1,414
Grade 12	1,755	1,962	2,336

MISCELLANEOUS			
Band Director (Pep Band)-full year			5,405
Jazz Band-full year			3,184
Advanced Jazz Combo-full year			1,500
Chamber Orchestra-full year			1,500
A Cappella-full year			1,592
Debating Team (Mock Trial)-full year			2,129
Robotics-full year			3,794
Library Magazine Advisor-full year			2,700
Math Team Advisor-full year			5,657
Math Team Assistant-full year			1,995
Spectrum Advisor-full year			3,678
National Honor Society-full year			1,995
Student Council Advisor-full year			2,700
Yearbook Advisor-full year			5,372
Tri-M Club-full year			1,709
Cable TV Coordinator-full year			8,131
GALVIN MIDDLE SCHOOL			
MISCELLANEOUS			
Student Council Advisor (2)-full year	1,849	2,201	2,700
A World of Difference Advisor (2) full year	1,849	2,201	2,700
Yearbook Advisor (2)-full year	1,440	1,857	2,269
Literary Magazine Advisor (1)-full year	1,849	2,201	2,700
GMS Jazz Club-full year			3,184
GMS Wind Ensemble-full year			1,592
GMS Chamber Orchestra-full year			1,592
GMS A Cappella-full year			1,592
Robotics-full year			2,122
Math League (2)-full year			2,000
Musical:			
Director/Producer			3,544
Assistant Director			2,536
Costume Advisor			1,706
Tech Sound			849
Future Problem Solving Director (2)-full year			706
Interscholastic Athletic Coordinator-full year			2,122

ELEMENTARY SCHOOLS			
MISCELLANEOUS			
Play Directors-each elementary			3,544
Assistant Play Directors-Support staff, each elementary			1,706
Tech Sound-each elementary			849
Music Director-each elementary			1,706
Robotics-each elementary-full year			1,592
Music Mania-each elementary-full year			1,592
Gardening-each elementary-full year			1,592
Running/Athletic-full year			1,592
Optional Elementary (Content Specified by Principal)-full year			1,592
Elementary School Publication-full year			449

*** At the Elementary, Middle and High School, all extracurricular or intramural activities are offered based on interest and demand.

See attached list of common offerings to be paid as follows:

Enrollment: Minimum 15 Students
Duration: 2 days per week, 10 weeks
Stipend: \$1,324

Enrollment: Minimum 8 students
Duration: 1 day per week, 10 weeks
Stipend: \$663

**APPENDIX C2
TEACHERS' EXTRA CURRICULA PAY SCHEDULE
9/1/20 – 8/31/21**

DISTRICT-WIDE			
Accompanist (per show)			1,607
CANTON HIGH SCHOOL	STEP	1	2
			3
FOREIGN EXCHANGES			
French	1,908	2,219	2,541
German	1,908	2,219	2,541
Spanish	1,908	2,219	2,541
DRAMA			
Drama Club			1,760
Musical-Director/Producer			4,375
Musical-Choreographer			1,758
Musical-Costume Advisor			1,758
Musical-Tech Set			1,758
Musical-Music Director			3,651
Musical-Stage Manager/Props			2,186
Musical-Pit Director			2,612
Musical-Tech Lights			874
Musical-Tech Sound			874
Drama-Director			4,375
Drama-Stage Manager/Props			2,186
Drama-Costume Advisor			1,758
Drama-Tech Set			1,758
Drama-Tech Lights			874
Cabaret-Director			2,186
Cabaret-Music Director			2,186
Cabaret-Pit Director			1,758
One Act Play Festival-Director/Producer			1,758
CLASS ADVISOR			
Grade 9			503
Grade 10			503
Grade 11			1,456
Grade 12	1,807	2,021	2,407

MISCELLANEOUS			
Band Director (Pep Band)-full year			5,567
Jazz Band-full year-full year			3,279
Advanced Jazz Combo-full year			1,545
Chamber Orchestra			1,545
A Cappella-full year			1,640
Debating Team (Mock Trial)-full year			2,193
Robotics-full year			3,908
Library Magazine Advisor-full year			2,781
Math Team Advisor-full year			5,827
Math Team Assistant-full year			2,055
Spectrum Advisor-full year			3,788
National Honor Society-full year			2,055
Student Council Advisor-full year			2,781
Yearbook Advisor-full year			5,533
Tri-M Club-full year			1,760
Cable TV Coordinator-full year			8,375
GALVIN MIDDLE SCHOOL			
MISCELLANEOUS			
Student Council Advisor (2)-full year	1,904	2,267	2,781
A World of Difference Advisor (2) full year	1,904	2,267	2,781
Yearbook Advisor (2)-full year	1,484	1,913	2,337
Literary Magazine Advisor (1)-full year	1,904	2,267	2,781
GMS Jazz Club-full year			3,279
GMS Wind Ensemble-full year			1,640
GMS Chamber Orchestra-full year			1,640
GMS A Cappella-full year			1,640
Robotics-full year			2,186
Math League (2)-full year			2,060
Musical:			
Director/Producer			3,651
Assistant Director			2,612
Costume Advisor			1,758
Tech Sound			874
Future Problem Solving Director (2)-full year			727
Interscholastic Athletic Coordinator-full year			2,186

ELEMENTARY SCHOOLS			
MISCELLANEOUS			
Play Directors-each elementary			3,651
Assistant Play Directors-Support staff, each elementary			1,758
Tech Sound-each elementary			874
Music Director-each elementary			1,758
Robotics-each elementary-full year			1,640
Music Mania-each elementary-full year			1,640
Gardening-each elementary-full year			1,640
Running/Athletic-full year			1,640
Optional Elementary (Content Specified by Principal)-full year			1,640
Elementary School Publication-full year			462

*** At the Elementary, Middle and High School, all extracurricular or intramural activities are offered based on interest and demand.

See attached list of common offerings to be paid as follows:

Enrollment: Minimum 15 Students
Duration: 2 days per week, 10 weeks
Stipend: \$1,364

Enrollment: Minimum 8 students
Duration: 1 day per week, 10 weeks
Stipend: \$683

**APPENDIX C3
TEACHERS' EXTRA CURRICULA PAY SCHEDULE
9/1/21 – 8/31/22**

DISTRICT-WIDE			
Accompanist (per show)			1,640
CANTON HIGH SCHOOL	STEP	1	2
			3
FOREIGN EXCHANGES			
French	1,946	2,263	2,592
German	1,946	2,263	2,592
Spanish	1,946	2,263	2,592
DRAMA			
Drama Club			1,795
Musical-Director/Producer			4,463
Musical-Choreographer			1,793
Musical-Costume Advisor			1,793
Musical-Tech Set			1,793
Musical-Music Director			3,724
Musical-Stage Manager/Props			2,230
Musical-Pit Director			2,665
Musical-Tech Lights			892
Musical-Tech Sound			892
Drama-Director			4,463
Drama-Stage Manager/Props			2,230
Drama-Costume Advisor			1,793
Drama-Tech Set			1,793
Drama-Tech Lights			892
Cabaret-Director			2,230
Cabaret-Music Director			2,230
Cabaret-Pit Director			1,793
One Act Play Festival-Director/Producer			1,793
CLASS ADVISOR			
Grade 9			513
Grade 10			513
Grade 11			1,485
Grade 12	1,843	2,062	2,455

MISCELLANEOUS			
Band Director (Pep Band)-full year			5,678
Jazz Band-full year			3,345
Advanced Jazz Combo-full year			1,576
Chamber Orchestra-full year			1,576
A Cappella-full year			1,672
Debating Team (Mock Trial)-full year			2,237
Robotics-full year			3,986
Library Magazine Advisor-full year			2,836
Math Team Advisor-full year			5,944
Math Team Assistant-full year			2,096
Spectrum Advisor-full year			3,864
National Honor Society-full year			2,096
Student Council Advisor-full year			2,836
Yearbook Advisor-full year			5,644
Tri-M Club-full year			1,795
Cable TV Coordinator-full year			8,542
GALVIN MIDDLE SCHOOL			
MISCELLANEOUS			
Student Council Advisor (2)-full year	1,942	2,313	2,836
A World of Difference Advisor (2) full year	1,942	2,313	2,836
Yearbook Advisor (2)-full year	1,513	1,951	2,384
Literary Magazine Advisor (1)-full year	1,942	2,313	2,836
GMS Jazz Club-full year			3,345
GMS Wind Ensemble-full year			1,672
GMS Chamber Orchestra-full year			1,672
GMS A Cappella-full year			1,672
Robotics-full year			2,230
Math League (2)-full year			2,101
Musical:			
Director/Producer			3,724
Assistant Director			2,665
Costume Advisor			1,793
Tech Sound			892
Future Problem Solving Director (2)-full year			741
Interscholastic Athletic Coordinator-full year			2,230

ELEMENTARY SCHOOLS			
MISCELLANEOUS			
Play Directors-each elementary			3,724
Assistant Play Directors-Support staff, each elementary			1,793
Tech Sound-each elementary			892
Music Director-each elementary			1,793
Robotics-each elementary-full year			1,672
Music Mania-each elementary-full year			1,672
Gardening-each elementary-full year			1,672
Running/Athletic-full year			1,672
Optional Elementary (Content Specified by Principal)-full year			1,672
Elementary School Publication-full year			472

*** At the Elementary, Middle and High School, all extracurricular or intramural activities are offered based on interest and demand.

See attached list of common offerings to be paid as follows:

Enrollment: Minimum 15 Students
Duration: 2 days per week, 10 weeks
Stipend: \$1,391

Enrollment: Minimum 8 students
Duration: 1 day per week, 10 weeks
Stipend: \$696

COMMON AFTER SCHOOL ACTIVITIES* (OFFERINGS VARY AND ARE BASED ON INTEREST AND DEMAND)

8TH GRADE SLIDESHOW	KNITTING CLUB
ADVANCED RUBE GOLDBERG	LEADERSHIP, CULTURE
AMERICAN SIGN LANGUAGE	LEGO CLUB
ANIME CLUB	MAKERSPACE
ART WORKSHOP	MOUNTAIN BIKE CLUB
BASKETBALL (BOYS, GIRLS, OR CO-ED)	MOVIE CLUB
BIRTHDAY CLUB	MURAL CLUB
BULLDAWG STEPPERS	NATURE CONSERVATION CLUB
CAPTURE THE FLAG	NOT YOUR AVERAGE GAMES
CHEERLEADING CLUB	READING BUDDIES
CHESS CLUB	ROBOTICS
CLUB ADVISOR (2)	ROCKET CLUB
COOKING CLUB	RUNNING
CREATIVE WRITING	SCARY STORIES CLUB
CRIBBAGE CLUB	SLIME CLUB
CUPCAKE DECORATING CLUB	SOCCER (INDOOR OR OUTDOOR)
DISNEY MOVIE CLUB	SOLAR CARS
EXTREME FITNESS	SPANISH CLUB
EXTREME SPORTS	SPANISH COOKING CLUB
FILM MAKING CLUB	SPORTS CONDITIONING
FLAG FOOTBALL	STEAM CLUB
FLOOR HOCKEY	THEATER
FRENCH CLUB	THEATRE APPRECIATION
FRENCH COOKING	VOLLEYBALL
FUTSAL	WALKING CLUB
GARDEN CLUB	WIFFLE BALL
GEOGRAPHY BEE CLUB	WORLD LANGUAGE CLUB-ELEMENTARY
HOMEWORK CLUB	YOGA
KINDNESS CLUB	

*Encore is also a recognized employment opportunity for teachers under this Contract, with the understanding that compensation is unilaterally established by the District, and employment in the position does not establish other rights under the contract.

APPENDIX D

COACHES' EMPLOYMENT POLICY

- A. Incumbent coaches will be notified in writing of their reappointment in accordance with the following schedule:

SEASON	NOTIFICATION DATE
Fall	on or before February 15
Winter	on or before May 15
Spring	on or before August 15

- B. 1 In the event the Director of Athletics decides to recommend to the Superintendent the non-reappointment of an incumbent coach, the incumbent coach shall be notified in writing prior to the dates indicated in A (above). Such notification shall include the reason(s) for the recommendation not to reappoint.
2. An incumbent coach who receives notification as indicated in B. 1 (above) shall have the right to:
- a) a meeting with the Director of Athletics to discuss such a non-reappointment and
 - b) a meeting with the Superintendent of Schools to discuss such non-reappointment.

Such meetings shall take place prior to the filling of the coaching position for which the incumbent coach is reapplying.

- C. Decisions regarding reappointment shall not be based upon prior season records.
- D. The Superintendent shall avoid considering personality conflicts when making his decisions to reappoint or not reappoint.

**APPENDIX D1
COACHES' SALARY SCHEDULE
9/1/19 – 8/31/20**

<u>CATEGORY 1</u>	Step	1	2	3	4	5
FOOTBALL	Head	7,015	7,516	8,017	9,020	10,021
	JV/Frosh Head	3,865	4,140	4,416	4,969	5,520
	Assistant	2,806	3,007	3,207	3,608	4,008
	Galvin	2,606	2,792	2,978	3,351	3,723
<u>CATEGORY 2</u>						
BASKETBALL, ICE HOCKEY	Head	5,372	5,756	6,532	6,907	7,675
WRESTLING	JV/Frosh Head	2,968	3,181	3,392	3,816	4,240
	Assistant	2,149	2,303	2,613	2,763	3,070
	Galvin	1,894	2,029	2,165	2,434	2,705
<u>CATEGORY 3</u>						
BASEBALL, SPRING TRACK,	Head	4,780	5,121	5,463	6,145	6,828
GYMNASTICS, FIELD HOCKEY	JV/Frosh Head	2,623	2,810	2,997	3,372	3,746
SOCCER, SOFTBALL, LACROSSE,	Assistant	1,912	2,048	2,185	2,458	2,731
VOLLEYBALL, SWIMMING,	Galvin	1,727	1,850	1,973	2,220	2,467
INDOOR TRACK						
<u>CATEGORY 4</u>						
XC, TENNIS, GOLF, CHEER	Head	2,786	2,985	3,184	3,582	3,980
	Assistant	1,114	1,194	1,274	1,433	1,592
	Galvin	1,592	1,705	1,819	2,047	2,274
<u>CATEGORY 5</u>						
WEIGHT ROOM SUPERVISOR	Winter & Spring	761	816	870	979	1,088
STRENGTH & CONDITIONING COACH						9,180

**APPENDIX D2
COACHES' SALARY SCHEDULE
9/1/20 – 8/31/21**

<u>CATEGORY 1</u>	Step	1	2	3	4	5
FOOTBALL	Head	7,225	7,742	8,257	9,290	10,322
	JV/Frosh Head	3,981	4,264	4,549	5,118	5,686
	Assistant	2,891	3,097	3,303	3,716	4,129
	Galvin	2,684	2,876	3,068	3,452	3,835
<u>CATEGORY 2</u>						
BASKETBALL, ICE HOCKEY	Head	5,534	5,929	6,728	7,114	7,905
WRESTLING	JV/Frosh Head	3,057	3,276	3,493	3,930	4,367
	Assistant	2,214	2,372	2,691	2,846	3,162
	Galvin	1,951	2,089	2,230	2,507	2,786
<u>CATEGORY 3</u>						
BASEBALL, SPRING TRACK,	Head	4,923	5,275	5,626	6,329	7,033
GYMNASTICS, FIELD HOCKEY	JV/Frosh Head	2,701	2,894	3,087	3,473	3,859
SOCCER, SOFTBALL, LACROSSE,	Assistant	1,970	2,110	2,251	2,532	2,813
VOLLEYBALL, SWIMMING,	Galvin	1,779	1,906	2,032	2,287	2,541
INDOOR TRACK						
<u>CATEGORY 4</u>						
XC, TENNIS, GOLF, CHEER	Head	2,869	3,074	3,279	3,689	4,099
	Assistant	1,147	1,230	1,312	1,476	1,640
	Galvin	1,640	1,757	1,873	2,108	2,342
<u>CATEGORY 5</u>						
WEIGHT ROOM SUPERVISOR	Winter & Spring	784	840	896	1,008	1,120
STRENGTH & CONDITIONING COACH						9,455

**APPENDIX D3
COACHES' SALARY SCHEDULE
9/1/21 – 8/31/22**

<u>CATEGORY 1</u>	Step	1	2	3	4	5
FOOTBALL	Head	7,370	7,897	8,422	9,476	10,528
	JV/Frosh Head	4,060	4,349	4,640	5,220	5,800
	Assistant	2,948	3,159	3,369	3,791	4,211
	Galvin	2,738	2,934	3,129	3,521	3,921
<u>CATEGORY 2</u>						
BASKETBALL, ICE HOCKEY	Head	5,644	6,048	6,862	7,275	8,063
WRESTLING	JV/Frosh Head	3,119	3,341	3,563	4,009	4,455
	Assistant	2,258	2,419	2,745	2,903	3,225
	Galvin	1,990	2,131	2,274	2,558	2,842
<u>CATEGORY 3</u>						
BASEBALL, SPRING TRACK,	Head	5,021	5,380	5,739	6,456	7,173
GYMNASTICS, FIELD HOCKEY	JV/Frosh Head	2,755	2,952	3,148	3,543	3,936
SOCCER, SOFTBALL, LACROSSE,	Assistant	2,009	2,152	2,296	2,583	2,870
VOLLEYBALL, SWIMMING,	Galvin	1,815	1,944	2,073	2,332	2,592
INDOOR TRACK						
<u>CATEGORY 4</u>						
XC, TENNIS, GOLF, CHEER	Head	2,927	3,136	3,345	3,763	4,181
	Assistant	1,170	1,255	1,338	1,505	1,673
	Galvin	1,672	1,792	1,911	2,151	2,389
<u>CATEGORY 5</u>						
WEIGHT ROOM SUPERVISOR	Winter & Spring	800	857	914	1,028	1,143
STRENGTH & CONDITIONING COACH						9,645

Appendix E

**Canton Teachers' Association
GRIEVANCE SUBMISSION FORM**

Filing at Level _____*

Date: _____ Grievant: _____

Position: _____

Worksite: _____

Phone: _____ Email: _____

Date of alleged grievance or first knowledge: _____

Principal or Immediate Supervisor: _____

*If not filed first at Level I, state reason:

Nature of Grievance:

The Union charges that the employer, through its agents, violated the collective bargaining agreement between the parties, generally and specifically, including but not limited to Article(s) _____ when the employer, through its agents

Remedy:

The Union requests that the employer, and its agents, cease and desist from violating the contract, make the grievant(s) whole and provide any other appropriate relief. (List specific remedies.)

Grievant(s)

Date

APPENDIX F

Educator Evaluation

Unit A Contract Language, Canton Public Schools

Adapted from the MA Model System for Educator Evaluation,
in accordance with DESE revised regulations, February 2017

Articles

1. Recognition
2. Purposes of Educator Evaluation
3. Definitions
4. Rubrics
5. Annual Orientation to Educator Evaluation
6. Self-Assessment
7. Goal-Setting
8. Educator Plans: General
9. Educator Plans: Development
10. Observations of Practice and Examination of Artifacts
11. Formative Assessment and Formative Evaluation
12. Summative Evaluation
13. Developing Educator Plans
14. Self-Directed Growth Plans
15. Directed Growth Plans
16. Improvement Plans
17. Evidence Used in Evaluations
18. Career Advancement
19. General Provisions

Timelines for Educator Plans

Observations: Minimum Number, per Evaluation Cycle

Evaluators for Unit A Roles

1. Recognition

This contract language is negotiated by the Canton School Committee and the Canton Teachers Association and is based on M.G.L., c.71, § 38; M.G.L. c.150E; Educator Evaluation regulations 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed by the Department of Elementary and Secondary Education.

In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

2. Purposes of Educator Evaluation¹

- A. The regulatory purposes of evaluation are:
1. to promote student learning, growth, and achievement by providing educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability;
 2. to provide a record of facts and assessments for personnel decisions; and,
 3. 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 and to assure effective teaching and administrative leadership.

3. Definitions²

- A. **Artifacts of professional practice** Products of an educator's work and student work samples that demonstrate the educator's knowledge and skills with respect to specific Performance standards
- B. **Caseload educator** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers
- C. **Classroom teacher** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education; may also include special education teachers and reading specialists who teach whole classes
- D. **Categories of evidence** Multiple measures of student learning, growth, and achievement judgments based on observations and artifacts of professional practice, including unannounced observations of practice of at least ten minutes and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03) (including Student Feedback)
- E. **Common assessments** Identical or comparable assessments of student learning, growth, and achievement related to the MA Curriculum Frameworks, MA Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district-developed, and may include, but are not limited to: portfolios, pre- and post-tests, unit and course assessments, performance assessments, and capstone projects that have been agreed upon by the Administration and CTA.
- F. **DESE** Department of Elementary and Secondary Education

¹ See 603 CMR 35.01

² Most definitions based on 603 CMR 35.02

- G. **Educator(s)** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted
- H. **Educator plan** 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:
- i. at least one goal related to the improvement of practice;
 - ii. one goal for the improvement of student learning;
 - iii. an action plan with benchmarks for goals established in the plan; and,
 - iv. 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 are four types of educator plans:

- i. **Developing Educator Plan** For PrePTS educators in each of their first three years in the district, developed by the educator and the evaluator, with duration for one school year or less; or, at the discretion of an evaluator, for PTS educators in a new assignment
 - ii. **Self-Directed Growth Plan** For PTS educators rated Proficient or Exemplary, developed by the educator, with duration of one or two school years
 - iii. **Directed-Growth Plan** For PTS educators rated Needs Improvement, developed by the educator and the evaluator, with duration of one school year or less
 - iv. **Improvement Plan** or PTS educators rated Unsatisfactory, developed by the evaluator, with duration of at least thirty school days and no more than one school year; goals are specific to improving the educator's unsatisfactory performance; when educator is rated Unsatisfactory close to the end of a school year, the plan may include activities during the summer preceding the next school year
- I. **Evaluation** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation")
- J. **Evaluator** Any person designated by a Superintendent who has responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation.
- i. **Primary Evaluator** Person who determines the educator's performance ratings and evaluation. Each educator will have one Primary Evaluator at any one time
 - ii. **Supervising Evaluator** Person responsible for providing an educator on an Improvement Plan with guidance and assistance in accessing the resources and professional development outlined in their plan and for developing the educator plan, supervising the educator's progress through formative assessments, evaluating the educator's progress toward attaining the plan goals, and making recommendations about evaluation ratings to the Primary Evaluator at the end of the educator plan. The Supervising Evaluator may be the Primary Evaluator or their designee.
 - i. **Teachers assigned to more than one building** An administrator in the assignment where the teacher works most of their time will evaluate a teacher assigned to more than one building. The Principal of each building in which the educator serves must review and sign the evaluation and may add written comments. In cases where there is no predominant assignment, the Superintendent will determine the Primary Evaluator.

- ii. **Notification** Educators shall be notified in writing of their Primary Evaluator (and Supervising Evaluator, if any) at the outset of each new evaluation cycle. The evaluator(s) may be changed upon written notification to the educator.
- K. **Evaluation cycle** Process that all educators follow, with five components:
 - i. Self-assessment
 - ii. Goal-setting and educator plan development
 - iii. Implementation of the plan
 - iv. Formative assessment/evaluation
 - v. Summative evaluation
- L. **Expected impact** Expected impact shall mean the educator meets or exceeds anticipated student learning gains that have been mutually agreed upon by the educator and the evaluator on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. **The evaluator's professional judgment shall include, but is not limited to, consideration of the educator's student population and specific learning context.** The Canton School Committee and the CTA agree to continue to develop a shared understanding of student assessment and educator impact on student learning.
- M. **Experienced educator** Educator with Professional Teacher Status (PTS educator)
- N. **Family** Students' parents, legal guardians, foster parents, or primary caregivers
- O. **Formative Assessment** Process used to assess progress towards attaining goals set forth in educator plans, performance on Standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place mid-cycle.
- P. **Formative Evaluation** Evaluation, typically at mid-cycle, used to arrive at a rating on progress towards attaining the goals set forth in the plans, performance on Standards and Indicators of Effective Teaching Practice, or both
- Q. **Goal** Specific, actionable, and measurable area of improvement 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.
- R. **Measurable** That which can be classified or estimated in relation to a scale, rubric, or standards
- S. **Multiple measures** Combination of classroom, school, and district assessments, and student growth percentiles where available, and student ACCESS gain scores
- T. **New assignment** Operating under a new license and/or working in a new building and/or grade level
- U. **Observation** Data-gathering process that includes notes and judgments made by the evaluator during one or more classroom or worksite visits for a minimum of ten minutes and which may include examination of artifacts of practice; observation may occur in person or through video.

Video observations shall be voluntary and conducted transparently, with the knowledge of the educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. The district may use the videotape for training purposes, with the consent of the educator. Ultimately, the district will return the video to the educator. Classroom or worksite observations conducted pursuant to this

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

- V. **Parties** Parties to this agreement are the Canton School Committee and the Canton Teachers Association (CTA), the employee organization that represents the educators covered by this agreement for purposes of collective bargaining.
- W. **Performance rating** Describes the educator's performance on each performance standard and overall. There are four performance ratings:
- i. **Exemplary** Performance consistently and significantly exceeds the requirements of a standard or overall; an Exemplary rating on a standard indicates practice that significantly exceeds Proficient and could serve as a model of practice on that standard district-wide
 - ii. **Proficient** Performance fully and consistently meets requirements of a standard or overall; proficient practice is fully satisfactory
 - iii. **Needs Improvement** Performance is below the requirements of a standard or overall, but is not considered Unsatisfactory at this time; improvement is necessary and expected
 - iv. **Unsatisfactory** Performance on a standard or overall has not significantly improved following a rating of Needs Improvement, or the educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- X. **Performance Standards** Standards and indicators pursuant to M.G.L. c. 71, § 38, consistent with and supplemental to 603 CMR 35.00; standards and indicators may be developed locally, or the parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03
- Y. **Professional Teacher Status (PTS)** Status granted to educators pursuant to M.G.L. c. 71, § 41; educators who have not yet earned Professional Teacher Status are identified as PrePTS educators in this document
- Z. **Rating of overall educator performance** Based on evaluator's professional judgment and examination of evidence of the educator's performance against the four Performance Standards and the educator's attainment of the goals outlined in the educator plan
- AA. **Rubric** Scoring tool describing characteristics of practice or artifacts at different levels of performance
- BB. **Student learning indicator** Demonstrates expected impact, as mutually agreed upon by educator and evaluator, on student learning, based on multiple measures of student learning, growth, and achievement, including student progress on common assessments and statewide student growth measures where available
- CC. **Summative 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
- DD. **Superintendent** Person employed by the school committee pursuant to M.G.L. c. 71 §59 or §59A; Superintendent is responsible for the implementation of 603 CMR 35.00
- EE. **Teacher** Any person employed 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. Teacher may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

4. Rubrics

Rubrics for the Standards and Indicators of Effective Teaching Practice³ are scoring tools used to rate educators on Performance Standards. They are used for educator self-assessment, formative assessment, formative evaluation, and summative evaluation. The district may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed and approved by DESE.

The rubrics are structured as follows:

Standards: four broad categories of professional practice:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Indicators: aspects of each standard

Elements: individual components under each Indicator

Descriptors: describe practice at four levels of performance for each element

5. Annual Orientation to Educator Evaluation⁴

- A. The Superintendent, Principal, or designee shall conduct a meeting by the third Friday in September each year for all educators and evaluators that is focused substantially on educator evaluation. The Superintendent, Principal or designee shall:
- i. provide an overview of evaluation process, including goal setting and educator plans;
 - ii. provide all educators with directions for obtaining electronic and/or hard copies of the evaluation forms used by the district; and,
 - iii. when necessary, digitally record the meeting in order to facilitate the orientation of educators hired after the beginning of the school year.

6. Self-Assessment

- A. The evaluation cycle begins with the educator's self-assessment and drafting of proposed goals and the sharing of both with the evaluator. The information shared shall include:
- i. an analysis of evidence of student learning, growth, and achievement for students under the educator's responsibility;
 - ii. an assessment of practice against the four Performance Standards; and,
 - iii. proposed goals to pursue to improve professional practice and student learning, growth, and achievement.
- B. The educator shall provide the evaluator with this information by the following dates:
- i. PrePTS educators: first Friday in October
 - ii. PTS educators on Self-Directed Growth Plans: third Friday in October

³ See 603 CMR 35.03

⁴ See 603 CMR 35.06 for all aspects of the evaluation cycle

- iii. PTS educators on Directed-Growth Plans or Improvement Plans: by the date set by the evaluator and outlined in the plan
 - iv. Educators whose employment began after the start of the school year: six weeks from the first day of employment
- C. The evaluator shall consider the information provided by the educator and all other relevant information when reviewing the proposed goals.

7. Goal-Setting⁵

- A. When goal-setting with the educator, the evaluator shall use evidence of educator prior performance and impact on student learning, growth, and achievement, 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 learning and results, except as provided in Article 9.B (i and ii). Educators may meet with teams to consider establishing team goals; evaluators may participate in such meetings.
- C. The evaluator retains final authority over goals to be included in an educator's plan.

8. Educator Plans: General

- A. Every educator has a plan that includes, but is not limited to:
 - i. at least one goal to improve the educator's professional practice tied to one or more Performance Standards;
 - ii. at least one goal to improve the learning, growth, and achievement of the students under the educator's responsibility;
 - iii. an outline of the actions the educator must take to attain these goals, including, but not limited to: specified professional development activities, self-study, study groups with peers, implementing new programs, curriculum development, action research, and coursework, as well as other supports that the evaluator may suggest, or the school or district may provide; and,
 - iv. benchmarks to assess progress.
- B. There are four types of educator plans:
 - i. **Developing Educator Plan:** For all PrePTS educators, and, at the discretion of the evaluator, PTS educators in new assignments
 - ii. **Self-Directed Growth Plan:** For all PTS educators rated Exemplary or Proficient
 - iii. **Directed-Growth Plan:** For all PTS educators rated Needs Improvement
 - iv. **Improvement Plan:** For all PTS educators rated Unsatisfactory
- C. 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. The plan must be aligned to the Standards and Indicators and be consistent with school and district goals.
- D. The evaluator places the educator on a plan based on the educator's most recent overall rating in the Summative Evaluation, provided that the evaluator may place the educator on a different educator plan if a

⁵ See 603 CMR 35.06

Formative Assessment Report or Formative Assessment Evaluation differs from the educator's last summative rating (See Section 11.B.xi on page 12). PrePTS educators and any other educator at will shall be placed on a plan solely at the discretion of the district.

- E. The educator is responsible for attaining the goals in the plan and for participating in trainings and professional development provided through the state, district, or other providers in accordance with the educator plan.

9. Educator Plans: Development

- A. During the development of the educator plan, educators and evaluators must agree upon **anticipated student learning gains** for the multiple measures that will be used as evidence of educator performance. DESE shall establish anticipated student learning gains for statewide student growth measures.
- B. Educators and evaluators shall conduct educator plan development meetings as follows:
 - i. PrePTS educators: Meet with evaluator by third Friday in October (or within six weeks of assignment to that school if started after beginning of school year) for assistance with self-assessment and drafting of professional practice and student learning goals;
 - a) PrePTS Educators in their first year of practice: Professional practice and student learning goals must include induction and mentoring activities.
 - b) PrePTS educators in their second and third years of practice: May develop shared grade-level or subject-area team goals, unless evaluator indicates that educator should continue to address induction and mentoring goals pursuant to 603 CMR 7.12
 - ii. PTS Educators with ratings of Proficient or Exemplary: Submit self-assessment and proposed goals to evaluator by first Friday in October. Meet with evaluator in teams and/or individually by third Friday in October (or at end of previous evaluation cycle); if new to school, meet by third Friday in October or within six weeks of assignment to that school; may develop team goals; may include individual professional practice goals to enhance skills that enable the educator to share proficient practices with colleagues or to develop leadership skills
 - iii. PTS Educators with ratings of Needs Improvement or Unsatisfactory: Meet individually with evaluator by the date set by evaluator and outlined in the educator plan to develop professional practice goal(s) that must address specific Standards and Indicators identified for improvement. In addition, the goals may address shared grade-level or subject-area team goals.
- C. The evaluator shares completed educator plans with PrePTS educators by the first Friday in November and with PTS educators by the second Friday in November. The educator shall sign the plan within five school days of its receipt and may include a written response. The educator's signature indicates that the educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- D. The evaluator retains final authority over the content of the educator's plan.

10. Observations of Practice and Examination of Artifacts

- A. PrePTS educators

- i. The evaluator shall conduct the first observation of PrePTS educators by the second Friday in November. The evaluator shall complete required observations by the first Friday in May. The evaluator may conduct additional observations after this date.
 - ii. PrePTS educators in their first year of practice or first year assigned to a school shall have at least one announced and four unannounced observations during the school year.
 - iii. PrePTS educators in their second and third years of practice or second and third years assigned to a school shall have at least three unannounced observations during the school year.
- B. PTS educators
- i. PTS educators with overall ratings of Proficient or Exemplary shall have at least one unannounced observation during the evaluation cycle.
 - ii. PTS educators with overall ratings of Needs Improvement shall be observed in accordance with their Directed-Growth Plan, which must include at least two unannounced observations during the period of the plan.
 - iii. PTS educators with overall ratings of Unsatisfactory shall be observed in accordance with their Improvement Plan, which must include both unannounced and announced observations. The evaluator determines the number and frequency observations. Improvement Plans of one year shall include at least one announced and four unannounced observations. Improvement plans of six months or fewer must include at least one announced and two unannounced observations.
- C. Unannounced Observations (see chart on p. 22 for observation schedule)
- i. Unannounced observations may be in the form of partial or full-period classroom visitations, or mini-observations of at least ten minutes in length.
 - ii. The evaluator will provide the educator with at least brief written feedback within three to five school days of the unannounced observation. The evaluator shall deliver the written feedback in person, by email, to the educator's mailbox, or by mail to the educator's home.
 - iii. After conducting an unannounced observation or series of unannounced observations resulting in a judgment of Unsatisfactory or Needs Improvement on one or more standards for the first time, the evaluator must conduct at least one observation of at least thirty minutes within thirty school days.
- D. Announced Observations (see chart on p. 22 for observation schedule)
- i. The evaluator shall have the discretion to conduct at least one announced observation of all educators.
 - ii. The evaluator shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation with the educator.
 - iii. Within five school days of the scheduled observation, either in person or in writing, the educator will share the following information with the evaluator: the nature of the lesson, the student population served, and any other information that will assist the evaluator in assessing performance.
 - a) The educator will share the above information during a pre-observation meeting if either the evaluator or the educator requests such a meeting.
 - b) The educator will share the above information in writing in advance of the lesson if neither party requests a pre-observation meeting.

- c) The evaluator will notify the educator as soon as possible if the evaluator will not be able to attend the scheduled observation. The educator and evaluator will reschedule the observation as soon as reasonably practical.
 - i. Within five school days of the observation, the evaluator and educator shall meet for a post-observation conference. Either the evaluator or the educator may extend the timeframe due to the unavailability of either, but they shall reschedule within twenty-four hours if possible.
 - ii. The evaluator shall provide the educator with written feedback within five school days of the post-observation conference. For any standard in which the educator's practice was found to be Unsatisfactory or Needs Improvement, the feedback must:
 - d) describe the basis for the evaluator's judgment;
 - e) describe actions the educator should take to improve their performance;
 - f) identify support and/or resources the educator may use in their improvement; and,
 - g) state that the educator is responsible for addressing the need for improvement.
- E. The evaluator is neither required nor expected to review all rubric indicators during an observation.

11. Formative Assessment and Formative Evaluation

- A. In order to provide the educator with targeted, constructive feedback that will help the educator improve their practice, the evaluator shall:
 - i. make frequent unannounced visits to the classroom;
 - ii. observe practice;
 - iii. examine artifacts; and,
 - iv. analyze multiple measures of student learning, growth, and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. The evaluation cycle shall include a **Formative Assessment** or a **Formative Evaluation**. Evaluators complete a Report for either.
 - i. Formative assessment is ongoing throughout the evaluation cycle for all educators.
 - ii. For educators on plans of one year or less: Evaluators write **Formative Assessment Reports**, usually at mid-cycle; the evaluator shall establish by written notice to the educator the due date for the Formative Assessment Report.
 - iii. For educators on two-year plans: Evaluators write **Formative Evaluation Reports**, with a due date of the first Friday in June of the first year of the two-year cycle.
 - a) The educator's performance rating for that year shall be assumed to be the same as the educator's previous summative rating, unless evidence demonstrates a significant change in performance. In such cases, the rating on the Performance Standards may change.
 - iv. No less than two weeks before the due date for either Formative Assessment Reports or Formative Assessment Evaluations, the educator shall provide the evaluator with evidence of:
 - a) family outreach and engagement;
 - b) fulfillment of professional responsibility and growth;
 - c) progress toward attaining professional practice and student learning goals; and,

- d) if desired, educator's performance against the four Performance Standards.
- v. Both Formative Assessment Reports and Formative Assessment Evaluations provide written feedback and ratings to the educator about their progress towards attaining goals set forth in the educator plan, performance on Performance Standards and overall, or both.
- vi. No less than one week before the due date specified in the educator plan, the evaluator and the educator shall meet to discuss the Formative Assessment Report or Formative Assessment Evaluation.
- vii. Within five school days of the above meeting, the evaluator shall complete and sign the Formative Assessment Report or Formative Assessment Evaluation and provide a copy to the educator in person, by email, in the educator's mailbox, or mailed to the educator's home.
- viii. The educator shall sign the Formative Assessment Report or Formative Assessment Evaluation within five school days of receipt. The signature indicates that the educator received the document in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- ix. The educator may reply in writing to the Formative Assessment Report or Formative Assessment Evaluation within five school days of receipt.
- x. The evaluator may change the activities in the educator plan as a result of the Formative Assessment Report or Formative Assessment Evaluation.
- xi. If the rating in the Formative Assessment Report or Formative Assessment Evaluation differs from the educator's last summative rating, the evaluator may place the educator on a different educator plan, appropriate to the new rating.

12. Summative Evaluation

- A. For all educators, the evaluation cycle concludes with a Summative Evaluation, in which the evaluator determines a rating for each of the four Performance Standards and an overall rating of educator performance based on:
 - i. the evaluator's professional judgment;
 - ii. an examination of evidence of the educator's performance against the standards; and,
 - iii. an examination of evidence of the attainment of the educator plan goals.
- B. The summative evaluation rating must be based on multiple categories of evidence. MCAS growth scores shall not be the sole basis for a summative evaluation rating.
- C. To be rated Proficient overall, the educator shall, at a minimum, have been rated at least Proficient on Standard I: Curriculum, Planning and Assessment and Standard II: Teaching All Students.
- D. By the fourth Friday in April (and for PTS educators on two-year plans, April of the second year of the two-year plan), the educator shall provide the evaluator with evidence of:
 - e) family outreach and engagement;
 - f) fulfillment of professional responsibility and growth;
 - g) progress toward attaining professional practice and student learning goals; and,
 - h) if desired, educator's performance against the four Performance Standards.

- E. The evaluator shall meet with the educator discuss the Summative Evaluation. The meeting shall occur no later than the third Friday in May.
- F. Upon mutual agreement, the evaluator and PTS educators with an overall rating of Proficient or Exemplary who will be placed on Two-Year Self-Directed Growth Plans may develop that plan for the following during the Summative Evaluation Report meeting.
- G. The Summative Evaluation should recognize areas of strength, as well as identify recommendations for professional growth.
- H. The evaluator shall complete and sign the Summative Evaluation and provide a copy to the educator in person, by email, in the educator's mailbox, or mailed to the educator's home by the first Friday in June.
- I. The educator shall sign the final Summative Evaluation within five school days of receipt. The signature indicates that the educator received the Summative Evaluation in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- J. The educator shall have the right to respond in writing to the Summative Evaluation; that response shall become part of the final Summative Evaluation.
- K. A copy of the signed final Summative Evaluation report shall be placed in the educator's personnel file.

13. Developing Educator Plan

- A. For all PrePTS educators, and, at the discretion of the evaluator, PTS educators in new assignments
- B. The educator shall be evaluated at least annually.

14. Self-Directed Growth Plans

- A. For PTS educators with an overall rating of Proficient or Exemplary in their last evaluation cycle
- B. The Educator develops the plan.
- C. Plan duration is one or two years, based on the evaluator's professional judgment.
- D. For educators placed on a One-Year Self-Directed Growth Plan:
 - i. The educator and evaluator shall analyze any discrepancies in practice and student performance and seek to determine the cause(s) of such discrepancies.
 - ii. The educator and evaluator shall discuss any aspects of practice that should be the focus of the plan.
 - iii. The plan may include a goal related to examining elements of practice that contributed to the evaluator's decision to assign the educator to a one-year plan.
 - iv. The educator shall receive a Summative Evaluation at the end of the period determined in the plan, but at least annually.

15. Directed-Growth Plans

- A. For PTS educators with an overall rating of Needs Improvement in their last evaluation cycle

- B. Developed by the educator and the evaluator
- C. Duration of one year or less
- D. Goals in Directed-Growth Plans must address areas the evaluator has identified as needing improvement.
- E. The evaluator shall complete a Summative Evaluation at the end of the period determined by the evaluator and specified in the plan.
- F. If the educator's overall rating is Proficient or Exemplary, the evaluator shall place the educator on a Self-Directed Growth Plan for the next evaluation cycle.
- G. If the educator's overall rating not at least Proficient, the evaluator shall rate their performance as Unsatisfactory and shall place the educator on an Improvement Plan for the next evaluation cycle.

16. Improvement Plans

- A. For PTS Educators with an overall rating of Unsatisfactory in their last evaluation cycle.
- B. The evaluator shall complete a Summative Evaluation at the end of the period determined by the evaluator and specified in the plan.
- C. The parties agree that in order to provide students with the best possible instruction, it may be necessary at times to place an educator with an Unsatisfactory rating on an Improvement Plan of no fewer than thirty school days and no more than one school year. If an educator receives a rating of Unsatisfactory near the end of the school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- D. An educator on an Improvement Plan shall be assigned a Supervising Evaluator, who is responsible for providing the educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The Primary Evaluator may be the Supervising Evaluator.
- E. The process of establishing the Improvement Plan shall include the following steps:
 - i. The evaluator shall notify the educator that they are being placed on an Improvement Plan and will remind the educator that the educator has a right to inform the CTA.
 - ii. The evaluator shall schedule a meeting with the educator to discuss the Improvement Plan; the meeting shall take place within ten school days of the notification of plan placement.
 - iii. If the educator consents, the evaluator shall inform the CTA that the educator has been placed on an Improvement Plan.
 - iv. A representative of the CTA will attend the meeting upon the request of the educator.
 - v. The evaluator shall develop the Improvement Plan.
 - vi. The evaluator shall provide the educator with a signed copy of the plan. The educator's signature indicates that the educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- E. The Improvement Plan shall include:
 - i. a description of the problem(s) of practice identified through observations and evaluation;

- ii. improvement goals related to the Performance Standard(s) and/or student learning outcomes that the educator must meet;
- iii. a list of activities and work products the educator must complete as a means of improving performance;
- iv. the measurable outcomes the evaluator will accept as evidence of improvement;
- v. a timeline for completion of each component of the plan, including at minimum a mid-cycle Formative Assessment Report;
- vi. a description of the specific assistance the district will make available to the educator;
- vii. names of the staff, including at minimum the Supervising Evaluator, assigned to assist the educator;
- viii. the signatures of the educator and Supervising Evaluator.

F. Decision on the educator's status at the conclusion of the Improvement Plan

- i. The Primary Evaluator shall make one of four decisions at the conclusion of the Improvement Plan, no later than the second Friday in May:
 - a) The evaluator shall place the educator on a Self-Directed Growth Plan if the evaluator determines that the educator has improved their practice to the level of Proficient.
 - b) The evaluator shall place the educator on a Directed-Growth Plan if the evaluator determines that the educator is making substantial progress towards the level of Proficient and the educator's plan prior to the Improvement Plan had been a Directed-Growth Plan.
 - c) The evaluator shall recommend to the Superintendent that the educator be dismissed if the evaluator determines that the educator is not making substantial progress towards the level of Proficient and the educator's plan prior to the Improvement Plan had been a Directed-Growth Plan.
 - d) The evaluator shall recommend to the Superintendent that the educator be dismissed if the evaluator determines that the educator's practice remains at the level of Unsatisfactory.

17. Evidence Used in Evaluations ⁶

A. The following categories of evidence shall be used in evaluating each educator:

- i. For educators responsible for direct instruction: Multiple measures of student learning, growth, and achievement, which shall include:
 - a) measures of student progress on classroom assessments that are aligned with the MA Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - b) measures of student progress toward learning goals set between the educator and evaluator for the school year or some other period of time established in the educator plan;
 - c) statewide growth measure(s), where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment; and,
 - d) common assessments of student learning, growth, and achievement.

⁶ See 603 CMR 35.07

- ii. For educators whose primary role is not as a classroom teacher: Appropriate measures, as mutually agreed upon by the educator and the evaluator, of the educator's contribution to student learning, growth, and achievement, based on the educator's role and responsibility.
 - iii. Judgments based on observations and artifacts of practice including, unannounced observations of practice of no less than ten minutes
 - iv. Additional evidence relevant to one or more Performance Standards, including but not limited to:
 - a) evidence compiled and presented by the educator, including:
 - 1. evidence of fulfillment of professional responsibilities and growth, such as self-assessments, educator work products, student work samples, peer collaboration, professional development linked to goals and/or educator plans, or contributions to the school community and professional culture;
 - 2. evidence of active outreach to and ongoing engagement with families;
 - 3. evidence of progress towards professional practice goal(s);
 - 4. student feedback collected by the district, with safeguards to protect student confidentiality; the CTA and the Canton School Committee agree to continue refining student feedback instruments so that they are age-appropriate; and,
 - b) any other relevant evidence from any source that the evaluator shares with the educator; other relevant evidence could include information provided by other administrators, such as the Superintendent.
- B. Evidence and professional judgment shall inform the evaluator's ratings of Performance Standards and overall educator performance

18. Career Advancement

- A. In order to attain Professional Teacher Status, the educator should achieve ratings of Proficient or Exemplary on each Performance Standard being assessed and overall. A Principal recommending to the Superintendent an employment decision that would lead to PTS 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 by May 1. The Principal's recommendation is subject to review and approval by the Superintendent.

19. General Provisions

- A. Only educators who are licensed may serve as Primary Evaluators of educators.
- B. Evaluators shall not make negative comments about the educators' performance in the presence of students, parents, or other staff, except in the unusual circumstance where the evaluator concludes that they must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint or secure assistance to support an educator.
- C. The Superintendent shall ensure that evaluators have training in supervision and evaluation, including DESE regulations, the Standards and Indicators of Effective Teaching Practice, and the evaluation standards and procedures established in this agreement.
- D. Should there be serious disagreement between an educator and evaluator regarding an overall summative performance rating of Unsatisfactory, the educator may meet with the evaluator's supervisor to discuss the

disagreement. Should the educator request such a meeting, the evaluator's supervisor must meet with the educator. The evaluator may attend any such meeting at the discretion of the Superintendent.

- E. Violations of the Educator Evaluation Contract Language are subject to grievance and arbitration procedures.
- F. Both parties reserve the right to revisit this process based on feedback they may receive from DESE.

Timeline: Developing Educator Plans*** PrePTS Educators in first three years of practice

Annual overview Superintendent, Principal, or designee meets with all evaluators and educators to explain evaluation process.	Third Friday in Sept.
Goals and plan development Evaluator meets with educator to assist with self- assessment and goal-setting. Educator submits self-assessment and proposed goals to evaluator. Alternative for PrePTS educator in second and third years of practice: Establish educator plan at Summative Evaluation meeting of prior school year.	Second Friday in Oct.
Evaluator completes and shares educator plan with educator.	First Friday in Nov.
Educator signs plan and adds response, if any.	Within five school days** of receipt
Observations* Evaluator completes first observation (announced or unannounced).	Second Friday in Nov.
Evaluator or educator may establish pre-conference to outline lesson plans prior to any announced observation.	Up to five school days before announced observ.
Evaluator and educator meet for post-observation conference.	Within five school days of observ.
Evaluator provides written feedback to educator.	Within five school days of post-observation meeting
Evaluator completes second and third unannounced mini-observations, at minimum.	Third Friday in Jan.
Evaluator completes second full-period observation (announced or unannounced).	First Friday in Feb.
Evaluator completes any remaining required observations. (Evaluator may complete additional observations after this date.)	First Friday in May
Formative Assessment Report Educator submits evidence to evaluator.	Mid-cycle: two weeks before due date established by evaluator in plan
Evaluator and educator hold Formative Assessment meeting.	Before due date in plan
Evaluator completes and shares Formative Assessment Report with educator.	Due date in plan
Summative Evaluation Report Educator submits evidence to evaluator.	Second Friday in April
Evaluator and educator meet to discuss Summative Evaluation Report	First Friday in May
Evaluator completes and shares Summative Evaluation Report with educator.	Third Friday in May
Educator signs Summative Evaluation Report and adds response, if any.	Within five school days of receipt

**PrePTS in first year of practice or first year assigned to school will have at least one announced and four unannounced observations.*

**PrePTS in second or third years of practice or second or third years in school will have at least three unannounced observations.*

****Every effort will be made by administration to meet these deadlines and any extensions to deadlines will be subject to the approval of the CTA and the Superintendent or designee.*

Timeline: Self-Directed Growth Plans: 1 Year***
PTS Educators with rating of Proficient or Exemplary

Annual overview Superintendent, Principal, or designee meets with evaluators and educators to explain evaluation process.	Third Friday in Sept.
Educator submits self-assessment and proposed goals to evaluator.	First Friday in Oct.
Evaluator meets with educator in teams or individually to establish draft educator plan. Alternative: Establish educator plan at Summative Evaluation meeting of prior school year.	Third Friday in Oct.
Evaluator completes and shares educator plan with educator.	Second Friday in Nov.
Educator signs plan and adds response, if any.	Within five school days of receipt
Observations* Evaluator completes unannounced observation.	Before first Friday in April
Evaluator provides written feedback to educator	Within five school days of observation
Formative Assessment Report Educator submits evidence to evaluator.	Mid-cycle: two weeks before due date established by evaluator in plan
Evaluator and educator hold Formative Assessment meeting.	Before due date in plan
Evaluator completes and shares Formative Assessment Report with educator.	Due date in plan
Summative Evaluation Report Educator submits evidence to evaluator.	Fourth Friday in April
Evaluator and educator meet to discuss Summative Evaluation Report	Third Friday in May
Evaluator completes and shares Summative Evaluation Report with educator.	First Friday in May
Educator signs Summative Evaluation Report and adds response, if any.	Within five school days of receipt

**PTS educators on Self-Directed Growth Plans of one or two years must have at least one unannounced observation per cycle.*

****Every effort will be made by administration to meet these deadlines and any extensions to deadlines will be subject to the approval of the CTA and the Superintendent or designee.*

Timeline: Self-Directed Growth Plans: 2 Years***
PTS Educators with rating of Proficient or Exemplary

Annual overview Superintendent, Principal, or designee meets with evaluators and educators to explain evaluation process.	Years 1 and 2: Third Friday in Sept.
Educator submits self-assessment and proposed goals to evaluator.	First Friday in Oct.
Evaluator meets with educator in teams or individually to establish draft educator plan. Alternative: Establish educator plan at Summative Evaluation meeting of prior school year.	Third Friday in Oct.
Evaluator completes and shares educator plan with educator.	Second Friday in Nov.
Educator signs plan and adds response, if any.	Within five school days of receipt
Observations* Evaluator completes unannounced observation.	Any time during cycle before fourth Friday in March of Year 2
Evaluator provides written feedback to educator	Within five school days of observation
Formative Assessment Evaluation Educator submits evidence to evaluator.	Year 1: Second Friday in May
Evaluator and educator hold Formative Assessment meeting.	Year 1: Fourth Friday in May
Evaluator completes and shares Formative Assessment Report with educator.	Year 1: First Friday in June
Summative Evaluation Report Educator submits evidence to evaluator.	Year 2: Fourth Friday in April
Evaluator and educator meet to discuss Summative Evaluation Report	Year 2: Third Friday May
Evaluator completes and shares Summative Evaluation Report with educator.	Year 2: First Friday in June
Educator signs Summative Evaluation Report and adds response, if any.	Year 2: Within five school days of receipt

**PTS educators on Self-Directed Growth Plans of one or two years must have at least one unannounced observation per cycle.*

****Every effort will be made by administration to meet these deadlines and any extensions to deadlines will be subject to the approval of the CTA and the Superintendent or designee.*

Timeline: Directed-Growth Plans and Improvement Plans
Directed-Growth: PTS educators with rating of Needs Improvement
Improvement: PTS educators with rating of Unsatisfactory

The evaluator will establish the timeline for educators on Directed-Growth Plans, Improvement Plans, and any type of plan with a duration of less than one year. The educator plan will outline the timeline for all aspects of the plan.

Observations: Minimum number, per evaluation cycle			
		Announced	Unannounced
PrePTS	In first year of practice, or first year assigned to school	1	4
Educators	In second and third year of practice, or second and third year assigned to school	-	3
	Overall rating of Proficient or Exemplary	-	1
PTS	Overall rating of Needs Improvement*	-	2
Educators	Overall rating of Unsatisfactory, one-year Improv. Plan**	1	4
	Overall rating of Unsatisfactory and Improvement Plan of six months or fewer***	1	2

**Observations take place as outlined in Directed-Growth Plan, with minimum of two unannounced observations.*

***Observations take place as outlined in Improvement Plan, with minimum of one announced and four unannounced observations.*

***Observations take place as outlined in Improvement Plan, with minimum of one announced and two unannounced observations.*

Evaluators for Unit A Roles*

Unit A Role	Princ.	Asst. Princ.	Team Chair/ Admin	Dir. ** T&L	Dir. Std. Svcs.	Dir. Tech T&D	EC Coord. PreK-2	PreK-12 Coord.	MS Dept. Chair	IIS Dept. Chair	Dir. Guid.	Nurse Leader	Dean of Stdts.
Classroom Teacher: Elementary (K-5)	X	X	X	X									
Classroom Teacher: Middle School	X	X		X					X				X
Classroom Teacher: High School	X	X								X			X
Teacher: Special Education	X	X	X		X								
Teacher: Early Childhood PreK-2			X	X	X		X						
Teacher: Performing Arts, Visual Arts, Wellness, World Language	X	X						X					
Teacher: English Language Learner (Elementary)	X	X	X		X								
Teacher: English Language Learner (MS and HS)	X	X			X								
Teacher: PACE	X	X		X									
Teacher: Tech. Integration (Elem) Computer (MS)	X	X		X		X		X					
Specialist: Reading and Math	X	X	X	X									
Specialist: Library/Media (MS and HS)	X	X				X							
Assistant Principal: Elementary	X			X									
Department Chair: MS	X	X		X									
Department Chair: HS	X	X											
PreK-12 Coordinator	X	X		X									
Community Service Learning/ Career Counselor	X	X									X		
Nurse	X	X			X							X	
Guidance Counselor: MS and HS	X	X									X		
Adjustment Counselor: MS and HS	X	X	X		X						X		
School Psychologist	X	X	X		X								
Speech & Language Pathologist	X	X	X		X		X						
Occupational Therapist	X	X	X		X		X						
Physical Therapist	X	X	X		X		X						

(*Subject to change after consultation with CTA and Superintendent)

**The Director for Teaching and Learning will evaluate classroom teachers only in specialized circumstances and only with the agreement of the CTA.

canton/teacher-neg-2019/20-01-09-2019-2021 CBA for signature