

**AGREEMENT**

**CLARKSBURG SCHOOL COMMITTEE**

**and the**

**CLARKSBURG TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2016 - AUGUST 31, 2019**

**THIS AGREEMENT IS MADE AND ENTERED INTO**

**between the**

**CLARKSBURG SCHOOL COMMITTEE  
(hereinafter referred to as the "Committee")**

**and the**

**CLARKSBURG TEACHERS' ASSOCIATION  
(hereinafter referred to as the "Association")**

**CLARKSBURG AGREEMENT  
2016-2019**

**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>TITLE OF ARTICLE</u>	<u>PAGE</u>
I	RECOGNITION	2
II	GRIEVANCE PROCEDURE	2-4
III	MANAGEMENT RIGHTS	4-5
IV	SALARIES/INSURANCE BENEFITS	5
V	WORK YEAR/WORK DAY	5-6
VI	VACANCIES AND PROMOTIONS	7
VII	POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS	7-8
VIII	SICK LEAVE	8-10
IX	BEREAVEMENT LEAVE	10
X	LEAVES OF ABSENCE	11-12
XI	SABBATICAL LEAVES	12
XII	LONGEVITY ADJUSTMENTS	13
XIII	GENERAL	13-14
XIV	FAMILY AND MEDICAL LEAVE ACT (FMLA) AND MASSACHUSETTS PARENTAL LEAVE ACT (MPLA)	14-15
XV	MILITARY LEAVES OF ABSENCE	15
XVI	PAYROLL SAVINGS	15
XVII	PROFESSIONAL IMPROVEMENT	16
XVIII	REDUCTION IN STAFF	16-17
XIX	EXTRACURRICULAR POSITIONS	18
XX	DURATION	19
APPENDIX A	SALARY SCHEDULES	20
APPENDIX B	COMPENSATION	21
APPENDIX C	LONGEVITY	22
APPENDIX D	EVALUATION PROCESS AND PROCEDURES	23-44

## ARTICLE I

### RECOGNITION

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of all full and part-time professional teaching employees of the Clarksburg School System, but excluding:

- A. Superintendent and Assistant Superintendent, and
- B. Principal

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

## ARTICLE II

### GRIEVANCE PROCEDURES

#### 1. Definitions:

- A. A "Grievance" is defined to be a problem or disagreement which arises concerning (1) the interpretation of application of any provisions of this agreement with respect to the wages, hours or working conditions of an employee or employees covered by it, or (2) an alleged violation of any provision of this agreement. A matter which is reserved to the discretion of the committee under the laws of Massachusetts, the regulations of the Massachusetts Department of Education, or the regulations of the U.S. Office of Education may not be the subject of a grievance.

An "aggrieved person" is a teacher or the Association making the claim.

- B. Level One A teacher of the Association having a grievance will, within fourteen (14) working days of the occurrence, or within fourteen (14) working days of when the Association should have been reasonably informed of the occurrence, present a grievance form to the teacher's immediate supervisor directly or through the Association. The immediate supervisor shall discuss the grievance informally with the objective of resolving the matter. The immediate supervisor shall respond in writing no later than five (5) working days from the discussion of the grievance.

#### 2. Procedure:

- A. 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, the number of days indicated at each level are considered

working days exclusive of Saturdays, Sundays, and holidays, and every effort should be made to expedite the process. Any time limits not met by the aggrieved person or the Association shall indicate withdrawal of the grievance and shall ban further processing or re-initiation. Timelines may be extended by mutual agreement of the parties in writing.

- B. Level One A teacher of the Association having a grievance will, within fourteen (14) days of the occurrence or within fourteen (14) days of when the Association should have been reasonably informed of the occurrence, first discuss it with the immediate superior using the appropriate form with the objective of resolving the matter. The immediate supervisor shall respond in writing no later than five working days from the discussion of the grievance.
- C. Level Two If the grievant or the Association is not satisfied with the response at Level One the aggrieved person or the Association may present the grievance on the appropriate form to the Superintendent within 10 working days of receipt of the response at Level One. The Superintendent shall respond in writing no later than five working days from the receipt of the grievance.
- D. Level Three If the grievant or the Association is not satisfied with the response at Level Two, the aggrieved person or the Association may send the grievance on the appropriate form to the School Committee no later than 10 working days of the receipt of the response at Level Two and the grievance shall be presented at the next School Committee meeting. The School Committee shall respond in writing no later than five working days after the School Committee meets.
- E. Level Four If the grievant or the Association is not satisfied with the response at Level Three, and if the Association believes that the grievance is meritorious, then the Association may submit the grievance to arbitration within 30 calendar days of receipt of the response at Level Three. The decision of the arbitrator shall be final and binding on both parties except when the ruling is contradictory to law. The arbitrator shall be determined by mutual agreement of the Association and the School Committee; if the parties are then unable to agree upon an arbitrator, a request for a list of arbitrators shall 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.

3. General Provisions:

- A. The aggrieved person, the School Committee, or the Association shall have the right to use in its presentation at any level of this Grievance Procedure any representative or representatives of its own choosing.
- B. The cost for the services of the arbitrator will be borne equally by the parties hereto.
- C. Provided the parties agree, Level One/Level Two of the Grievance Procedure may be bypassed, and the grievance brought directly to Level Three.
- D. No reprisals of any kind will be taken by the School Committee or the school administration against any teacher or the Association because of his participation in this Grievance procedure.
- E. The School Committee, the administration, the aggrieved person and the Association will cooperate with each other in the investigation of any grievance.
- F. All decisions rendered at Levels One, Two and Three of the Grievance procedure will be in writing and set forth the decision and the reasons therefore and will be transmitted promptly to the grievant and the Association.
- G. When necessary, pursuant to the Grievance procedure, for a member of the Association to attend a grievance meeting or hearing, he/she will be released without loss of pay as necessary in order to permit participation in the foregoing activity if such release is deemed appropriate by the administration.

**ARTICLE III**

**MANAGEMENT RIGHTS**

The exercise by the Committee of any of the following rights shall not alter any of the specific provisions of this Agreement nor shall they be used to discriminate against any member of the bargaining unit.

The parties agree that the operation of the School Department of Clarksburg, the supervision of the employees and of their work are the rights of the Administration and/or the Committee. Accordingly, subject to the provision of this Agreement and MGL 150-E, the making of reasonable rules to ensure orderly and effective work, to determine the quality and types of equipment to be used; to introduce new methods and

facilities; the making of work schedules, the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, layoff, recall, discipline or discharge of employees for cause without discrimination, are rights of the Administration and/or the Committee.

#### ARTICLE IV

##### SALARIES/INSURANCE BENEFITS

1. The salaries of all persons covered by this Agreement are listed in Appendix A which is attached hereto and made part hereof.
2. Salary provisions will remain in effect during the period of time stipulated by this Agreement.
3. Teachers will be eligible for insurance benefits provided to other eligible Town employees, including, but not limited to, Group Health and Life Insurance.
4. The Town of Clarksburg agrees to pay 75% of insurance premiums and the employees will pay the remaining 25%.

#### ARTICLE V

##### WORK YEAR/WORK DAY

1. The Work Year of teachers will be no longer than 183 days. Two of the three additional days will be utilized for professional development. The third additional day will be utilized for a faculty meeting, scheduling, and classroom preparation, and will take place on the Tuesday after Labor Day. Students will arrive the Wednesday after Labor Day. The schedule for the two professional development days will be discussed and agreed upon by the Association and the Committee before March 31, 2014 and March 31, 2015. New personnel may be required to attend two (2) additional orientation sessions.
2. The starting and dismissal time at which teachers will be at their stations shall be as follows:

Starting Time:	8:15 a.m.
Dismissal Time:	3:15 p.m.

The starting and dismissal times for teachers may be adjusted, but no such adjustment shall extend the work day outlined above.

The dismissal time for Professional Development half-days shall be adjusted so

teachers can attend meetings in a punctual manner. The dismissal time for all half days will be 11:30 AM.

3. Teachers will be required to attend no more than fifteen (15) afternoon meetings called by the Administration each year. Two of these meetings may be called on an as needed basis. Teachers will be notified one (1) week in advance and meetings will begin no later than 3:15 p.m. Such meetings shall be no longer than one (1) hour in duration. No more than two (2) afternoon meetings will be required per month, except under emergency circumstances.

Teachers will be required to attend two (2) evening meeting per school year. Attendance at all other meetings will be strictly voluntary.

4. All teachers shall have one (1) scheduled duty free 45 minute period per day, except during MCAS.

In addition, classroom teachers will participate in a collaboration period of 45 minutes once per week with their grade level team: primary, intermediate, or junior high. Specialist and Special Education Teachers will be granted one (1) 45 minute collaboration period per month for collaboration with leveled team or other specialists. Teachers will notify the principal of the date, location, and participants at least one week in advance of the meeting. There may be times when unforeseen circumstances could prevent coverage, although every attempt will be made to provide this coverage. This collaboration period will address the current initiatives undertaken by the school. A collaboration group form, provided by the principal, must be filled out after the collaboration and handed in to the principal.

5. All teachers shall receive a 30-minute duty-free lunch period each day.
6. The Principal in his/her sole discretion may determine the nature and types of supervisory duties teachers may perform subject to the following conditions:
  - A. The duty is reasonably related to the operational or educational needs.
  - B. The amount of time teachers devote to performing duties shall not increase and reasonable efforts will be made to equalize the time spent on duties among teachers.
  - C. No teacher shall be involuntarily assigned to breakfast or lunch room duty.
7. Teachers will be given the opportunity for input into the manner in which paraprofessional support is to be used in the system prior to the beginning of the school year.

## **ARTICLE VI**

### **VACANCIES AND PROMOTIONS**

1. Whenever any vacancy in a professional position occurs, it will be adequately publicized by the Principal and/or Superintendent by means of a notice placed on the bulletin board at every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be mailed to the President of the Association within seven (7) days of the School Committee's official knowledge of such vacancy. In both situations, the qualifications for the position, and its duties and, if predetermined, the rate of compensation, will be clearly set. No vacancy will be filled, except on a temporary basis, within five (5) days from the date the notice is posted in the schools or the giving of notification to the Association.
2. All qualified teachers will be given adequate opportunity to make application for such positions, and the Administration agrees to give due weight to the professional background attainments, and other relevant factors. In filling such vacancies, consideration will be given to equally qualified teachers already employed in the school system and each teacher applicant from the system not selected will receive a written or verbal explanation from the principal and/or Superintendent. Appointments made under this Article are not subject to grievance or arbitration, and the Administration shall be the sole determiner of qualifications.

## **ARTICLE VII**

### **POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS**

1. All openings for summer school and evening school positions and for positions under Federal programs will be adequately publicized by the Principal and/or Superintendent in each school building as early as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding March 1 and June 1, respectively, and teachers will be notified of the action taken not later than May 1 and September 1, respectively.
2. Positions in the Clarksburg summer school and evening school and positions under Federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Clarksburg School System.
3. In filling such positions, consideration will be given to a teacher's area of competence, major/minor fields of study, quality of teaching performance,

attendance record, length of service in the Clarksburg School System, and in regard to summer school or evening school positions, previous Clarksburg summer school or evening school teaching experience

4. If there are not enough regularly appointed teachers employed by the Clarksburg School system to fill the positions under this Article, all qualified applicants, including teaching assistants employed by the Clarksburg School system, will be considered.

### ARTICLE VIII

#### SICK LEAVE

1. Teachers will have available to them, when illness makes attendance impossible, twelve (12) sick leave days of each school year as of the first official day of said school year, provided they report for duty on that day. If they do not report for duty on the first day, the absence must be approved by the School Committee. The School Committee may allow sick leave beyond the above limit. A doctor's certificate will be required if a teacher's absenteeism goes beyond the entitled twelve (12) days.
2. Sick leave days may be accumulated from year-to-year with a maximum limit of two-hundred (200) days.
  - A. Teachers will be told the total number of sick leave days they have accumulated to date.
  - B. This will be done during the first official month of said school year.
3. Severance/Retirement benefit
  - A. Teachers presently employed, upon leaving the Clarksburg School System with twenty (20) full academic years of service to the Clarksburg School System, shall be paid for accumulated sick days, up to a maximum of two hundred (200) sick days. For the first one hundred (100) accumulated sick days, the teacher shall be paid thirty dollars (\$30) per day. For all accumulated sick days above the first one hundred (100) sick days, the teacher shall be paid thirty-five dollars (\$35) per day.

Part-time teachers will be paid proportionately based on the above. In the event that a teacher dies prior to being paid the above sick leave buy back, such amounts shall be paid to such teacher's estate.

- B. Teachers presently employed, upon leaving the Clarksburg School System with twenty-five (25) full academic years of service to the Clarksburg School System, shall be paid a one-time separation benefit in the amount of \$3,500. Part-time teachers will be paid proportionately based on the above.
- C. Teachers presently employed, upon leaving the Clarksburg School System with thirty (30) full academic years of service to the Clarksburg School System, shall be paid a one-time separation benefit in the amount of \$4,500. Part-time teachers will be paid proportionately based on the above.

An additional longevity payment of \$1,000.00 will be offered to teachers with twenty-five (25) years of service to the Clarksburg School System for any three (3) consecutive years. This request should be made in writing to the Superintendent by February 15 of the previous year. This request can be submitted only once during the teacher's career. This longevity payment will be paid in a lump sum payment in a separate check on the first pay period of the school year following the submitted request and subsequently for the two remaining years. A teacher who qualifies, but has not taken the above additional longevity payments at the time of death, shall have the additional longevity payments paid to the teacher's estate.

- 4. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
  - A. May use annual sick leave days for family illness or injury.
  - B. In accordance with Article X, teachers will be allowed to trade two (2) sick days for one (1) personal day each year, non-cumulative.
  - C. Any other reason recommended by the Superintendent and approved by the School Committee.
- 5. A Sick Leave Bank Committee will be established, composed of two teachers to be appointed by the Association and one member to be appointed by the School Committee. Appointees shall serve from date of appointment to the third Tuesday in September and thereafter until successors are appointed.
  - A. Each teacher employed by the School Committee shall become a member of the Sick Leave Bank upon completing his/her first day of work as a teacher in the Clarksburg School System.
  - B. The Committee will agree to make a yearly contribution of one day to the sick leave bank for each teacher employed by the School Committee. The Sick Leave Bank will be capped at 540 days. Yearly contributions will only

be made when the available days in the Sick Leave Bank falls below 540 days.

- C. In addition to his/her accumulated sick leave, a teacher may draw additional days from Sick Leave Bank such that a total of 180 days is available for a given personal illness or injury, upon Sick Leave Bank Committee's determination:
  - 1. The member teacher suffers from a bona fide medical illness which has been clearly defined as leave prescribed by a medical doctor.
  - 2. The member teacher has exhausted all of his/her own sick leave.
  - 3. The member teacher has petitioned the Sick Leave Bank Committee and has submitted all information requested by the Committee.
- D. The Sick Leave Bank Committee may from time to time promulgate such rules, regulations, requirements and procedures as may be necessary or advisable to administer the Sick Leave Bank. All information presented to the Sick Leave Bank Committee shall be kept confidential.
- E. The determination of the Sick Leave Bank Committee with respect to any petition, including without limitation the denial of a petition or the determination of the number of days to be granted, shall be final and binding on all parties and the said Committee's decision shall not be subject to grievance or arbitration. In the event of a tie, the petition shall be referred to and decided by the School Committee.

## ARTICLE IX

### BEREAVEMENT LEAVE

The School Committee will grant up to 5 days paid leave for a death in the immediate family. "Immediate Family" is defined as the employee's spouse or partner, parent or stepparent, child, a sibling, grandparents, grandchild, parents-in-law, or others residing with the employee. Up to 3 days paid leave may be granted for the death of a sibling-in-law, aunt or uncle of the employee.

More time in individual cases because of unusual circumstances or for person other than those listed above, shall be granted subject to the discretion of the School Committee.

## ARTICLE X

### LEAVES OF ABSENCE

Teachers will be entitled to the following leaves-of-absence with pay each year, and not to be deducted from sick leave. Teachers shall not be required to arrange for their own substitute for such leaves-of-absence.

#### 1. Personal Leave

Up to four (4) paid personal days will be granted by the Principal provided the operation of the school is not affected. Applications in writing to the Principal for personal leave will be made at least two (2) school days in advance, except in emergency situations.

In addition, teachers will be allowed to trade two (2) sick days for one (1) paid personal day each year.

Unused personal days will accumulate as sick leave up to two hundred days (200) days.

#### 2. National Guard

A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves of the National State Guard, provided such obligations cannot be fulfilled on days when school is not in session. Refer to Massachusetts General Laws, Chapter 33, Section 59.

#### 3. Legal Proceeding

Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any legal proceedings if the teacher is subpoenaed to attend.

#### 4. Jury Duty

Teachers called to jury duty shall be paid the difference between compensation paid by the court and their equal salary. The difference paid shall not include mileage reimbursement.

#### 5. Convention, Conference, Seminar, Visitation, Evaluation, etc.

Any absence occasioned by a teacher's attendance at any convention, conference, seminar, visitation, evaluation, or any similar event when such attendance has been required by Administration shall not be charged against any of the leave provisions of this Article or any other Article of this Agreement.

6. Habitual Tardiness or other Unauthorized Personal Absence

No employee will be paid wages for time lost or not worked because of proven habitual tardiness or other unauthorized personal absence.

**ARTICLE XI**

**SABBATICAL LEAVES**

Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted for study to a member of the teaching staff by the Committee subject to the following conditions:

1. No more than one teacher from the teaching staff will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least five (5) full school years of service in the Clarksburg School System.
4. Teachers on sabbatical leave shall be paid a minimum of fifty percent (50%) of their regular salary. This will not prevent the Committee, at its discretion, to allow a greater percentage to be paid on a case-by-case basis.
5. Teachers applying for sabbatical leave shall be notified by the School Committee relative to their requested leave no later than April 15 of the school year preceding the school year for which the sabbatical leave is requested.
6. Teachers accepting a sabbatical leave shall be subject to the statutory regulations governing such leaves contain in CH. 71, 41-A of the General Laws of the Commonwealth of Massachusetts.
7. The teacher returning to the system from sabbatical shall be placed on the salary schedule at the same step that he/she received prior to taking the sabbatical.

## ARTICLE XII

### LONGEVITY ADJUSTMENTS

Teachers who qualify shall be paid in addition to their base salary, a longevity payment based on the table in Appendix C.

## ARTICLE XIII

### GENERAL

1. The Association agrees, for the life of this Agreement, it shall not engage in a strike, nor shall it induce, encourage, or condone any strike, work stoppage, slowdown or illegal withholding of services.

Nor shall there be any strike or interruption of work during the term of this agreement because of any dispute or disagreements between any other persons or other employers, unions or associations who are not signatory parties to this agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.

If the Committee claims the Association has violated any provision of the Article, it may present such claim to the Association in writing and upon receipt of such notice a meeting will be scheduled within ten (10) days between the Committee or its representatives and the Association or its representatives. Upon conclusion of such meeting the Association shall respond to the Committee's demand within ten (10) days. If the dispute is not resolved, the Committee may submit the matter to Arbitration at Level Four of Article II in accordance with the provisions of that Level and Article.

2. The parties agree to reserve the right to negotiate over the impact on wages, hours or any other condition of employment made necessary by legislation passed either by the Federal or State Government.
3. The Committee agrees not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, marital status, age, disability or union activity.
4. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause and in compliance with relevant general laws of the Commonwealth.

5. Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
6. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent and attached to the file copy.
7. Serious complaints regarding a teacher made to any member of the administration by any parent, student or other person will be promptly called to the attention of the teacher and the identity of the complainant will be made known to said teacher.
8. The Association recognizes the authority and responsibility of the administration for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be formally disciplined or reprimanded by a member of the administration he/she will be entitled to have a representative of the Association present.
9. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause and in compliance with relevant General Laws of the Commonwealth.
10. The District will pay for the costs associated with fingerprinting.
11. Where WIDA or RETELL training is required for staff, the District will pay for such training.

#### **ARTICLE XIV**

##### **FAMILY AND MEDICAL LEAVE ACT (FMLA) AND MASSACHUSETTS PARENTAL LEAVE ACT (MPLA)**

The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA) as well as M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee's policies regarding the FMLA and MPLA are posted in a conspicuous location in the main office.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

## **ARTICLE XV**

### **MILITARY LEAVES OF ABSENCE**

Military leaves of absence will be available to teachers under the provisions of Massachusetts General Laws, Chapter 580.

## **ARTICLE XVI**

### **PAYROLL SAVINGS**

1. Subject to the approval of the School Committee, teachers may be entitled to have deductions made from their paychecks on a regular schedule for savings purposes to an association agreed upon.

- A. Procedure

The Treasurer of the Town of Clarksburg may deduct from each payment of salary to any employee such amount or amounts as such employee in a written authorization to such Treasurer may specify for savings purposes to an above association. Any such authorization may be withdrawn by the employee by giving at least thirty (30) days notice in writing of such withdrawal to the Treasurer. Any Treasurer making deductions under this section shall transmit the amounts so deducted to the Treasurer of such association specified by the teachers, provided that he is satisfied by such evidence as he may require that the Treasurer of the association has given bond as required by law for the faithful performance of his duties. Moneys so deducted shall not be attached or taken upon execution or other process while in the custody of the Treasurer making the deduction.

## ARTICLE XVII

### PROFESSIONAL IMPROVEMENT

The Committee agrees to reimburse a teacher for those costs incurred while attending workshops, seminars, conferences or other professional improvement sessions at the request of and with the recommendation of the Superintendent of Schools. The request shall be in writing on the appropriate form.

All requests for course reimbursement must be submitted in writing and approved in advance by the Superintendent. The Superintendent will reimburse teachers for tuition expenses related to enrollment in graduate courses. To qualify for reimbursement, a grade of B- or better must be earned in the course. The reimbursement for courses over \$500 will be reimbursed at the rate of \$500. For courses less than \$500, the reimbursement will be for the total cost of the course. There is a three course limit per year, but teachers may apply to the Superintendent and the School Committee for reimbursement for additional courses in a given year.

In order to be eligible for reimbursement for online courses, the online course must be with an accredited college. Accredited is defined as the college's eligibility for federal grants and student FAFSA loans.

All PDP's earned in house/District will be distributed to teacher within ten (10) school days.

## ARTICLE XVIII

### REDUCTION IN STAFF

Only teachers who have attained professional teacher status shall benefit from this Article.

1. In the event it becomes necessary to reduce the number of employees in the bargaining unit, the Superintendent will consider ability, qualifications, the teachers area of license, indicators of job performance, including overall ratings resulting from comprehensive evaluations consistent with M.G.L., c. 72, s.38 and the best interest of the students in the Clarksburg Elementary School; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards under said Section 38 and that are defined by the board as proficient or exemplary. 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 target license

area. If all of the above factors are equal, then the least senior teacher in the licensure area will be laid off first.

Seniority shall be defined as the first day of employment as a teacher at Clarksburg Elementary School, including all time spent on recognized leaves of absence.

No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified. No teacher with such status shall be displaced in accordance with the terms of a collective bargaining agreement or otherwise by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to section 38G and is at least as qualified for the position as the junior teacher holding the position.

2. Teachers who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoffs. During the recall period, teachers shall be notified by mail, to their last address of record, and given a preference positions, for which they are qualified, as they develop, in the inverse order of their respective layoffs. Said teachers shall have twenty (20) calendar days to respond, in writing, to be eligible for the positions. All benefits to which a teacher was entitled at the time of the layoff shall be restored in full upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.
3. Instructional services normally performed by a teacher(s) who has been laid off shall not be performed by anyone who is not a teacher in the Clarksburg Schools.
4. To the extent allowed for by law, laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Town for premium cost. Failure to forward premium payments to the Town, or refusal to return to employment upon recall, will terminate this option.
5. The Association shall be notified in writing no later than June 15 of all prospective layoffs and/or reductions in workloads. The Association shall also be notified in writing of all positions including part-time during the recall period.
6. Any termination benefits a teacher is entitled to will not be paid until the end of the recall period if the teacher is not recalled.

## ARTICLE XIX

### EXTRACURRICULAR POSITIONS

- A. All extracurricular positions to be filled will be posted in-house. Equally qualified teachers in the employ of the Clarksburg School System shall be given preference for these positions.
- B. The Committee will have the right to establish initial compensation for any new positions created, but will be obligated to negotiate such compensation with C.T.A. This negotiation will occur at the next regularly scheduled collective bargaining session.
- C. Extracurricular Positions - Stipend
- Grade 8 Advisor (faculty Member)      \$1,000.00
  - Head Teacher      \$1,500.00
  - PD Committee/Leadership Team      \$250.00
  - NBSU Mentor\*      \$750.00

\*NBSU Mentor will receive the \$750 stipend upon completion of a State Certified program. The NBSU Mentor will receive an additional thirty dollars (\$30.00) per hour for mentoring work.

All other positions will be posted "as needed and funding allows."

- D. Additional afterschool activities may be worked for a fixed stipend set for the activity, or will be paid at the hourly rate of thirty dollars (\$30).
- E. The Committee agrees to pay athletic officials at acceptable rate and in a punctual manner.

**ARTICLE XX**

**DURATION**

This Agreement shall be effective as of September 1, 2016, and remain in full force and effect through August 31, 2019. No later than October 15, 2018, the parties shall enter into negotiations with respect to a successor agreement as provided by Chapter 150-E of the General Laws of Massachusetts.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CLARKSBURG SCHOOL COMMITTEE

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLARKSBURG TEACHERS' ASSOCIATION

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A  
SALARY SCHEDULES**

**Fiscal Year 2017**

	<u>BA</u>	<u>BA+15</u>	<u>BA+30/MA</u>	<u>BA+45/MA+15</u>	<u>BA+60/MA+30</u>	<u>MA+45</u>
0	37,131	39,957	42,582	45,209	47,840	50,415
1	38,423	41,483	44,150	46,816	49,485	52,052
2	39,580	42,998	45,702	48,409	51,115	53,675
3	40,969	44,499	47,242	49,985	52,734	55,281
4	42,227	45,965	48,771	51,553	54,337	56,875
5	43,476	47,466	50,284	53,105	55,927	58,455
6	44,714	48,930	51,785	54,647	57,503	60,024
7	46,030	50,479	53,380	56,281	59,183	61,696
8	47,433	52,120	55,071	58,024	60,971	63,486
9	48,835	53,765	56,764	59,763	62,758	65,273
10	50,238	55,410	58,455	60,614	64,549	67,076
11	51,638	57,052	60,147	63,244	66,338	68,852
12	53,039	58,699	61,842	64,985	68,127	70,639
13	57,865	62,275	66,918	71,947	74,848	77,361
14	59,890	64,455	69,280	74,465	77,468	80,068

**Fiscal Year 2018**

	<u>BA</u>	<u>BA+15</u>	<u>BA+30/MA</u>	<u>BA+45/MA+15</u>	<u>BA+60/MA+30</u>	<u>MA+45</u>
0	37,781	40,656	43,327	46,000	48,677	51,297
1	39,095	42,209	44,923	47,635	50,351	52,963
2	40,273	43,750	46,501	49,256	52,009	54,614
3	41,686	45,278	48,069	50,860	53,657	56,249
4	42,966	46,770	49,625	52,455	55,288	57,871
5	44,237	48,297	51,184	54,034	56,906	59,478
6	45,496	49,786	52,691	55,603	58,509	61,074
7	46,835	51,362	54,314	57,266	60,218	62,776
8	48,263	53,032	56,035	59,040	62,038	64,597
9	49,690	54,706	57,757	60,808	63,856	66,415
10	51,117	56,380	59,478	61,675	65,679	68,250
11	52,542	58,051	61,200	64,351	67,499	70,057
12	53,967	59,726	62,924	66,123	69,319	71,875
13	58,878	63,365	68,089	73,206	76,158	78,715
14	60,938	65,583	70,472	75,768	78,823	81,489

**Fiscal Year 2019**

	<u>BA</u>	<u>BA+15</u>	<u>BA+30/MA</u>	<u>BA+45/MA+15</u>	<u>BA+60/MA+30</u>	<u>MA+45</u>
0	38,442	41,368	44,086	46,805	49,529	52,195
1	39,779	42,948	45,709	48,469	51,232	53,890
2	40,978	44,516	47,315	50,118	52,919	55,570
3	42,415	46,070	48,910	51,750	54,596	57,239
4	43,718	47,588	50,493	53,373	56,255	58,883
5	45,011	49,142	52,060	54,980	57,902	60,519
6	46,292	50,658	53,613	56,576	59,533	62,143
7	47,655	52,261	55,265	58,268	61,272	63,875
8	49,107	53,960	57,015	60,073	63,123	65,727
9	50,559	55,664	58,768	61,873	64,974	67,577
10	52,012	57,366	60,519	62,755	66,828	69,444
11	53,461	59,067	62,271	65,477	68,681	71,283
12	54,911	60,771	64,026	67,280	70,532	73,133
13	59,908	64,474	69,281	74,487	77,491	80,092
14	62,004	66,791	71,706	77,094	80,203	82,895

**APPENDIX B  
COMPENSATION**

- A. Teachers will be paid in accordance with the salary schedules contained in Appendix A for the respective years shown, and in accordance with sections which follow.
- B. No payment will be made for courses until a teacher qualifies for column movement. All courses taken to qualify for column movement must be approved in advance by the Superintendent of Schools and must be in the teachers' area of teaching or lead to an advanced degree. Any course approval denied by the Superintendent shall be done in writing to the teacher as to why the course was denied, the letter will include specific reasons why the denied course does not meet the teacher's personal professional development plan and/or the school wide improvement plan. Teachers failing to qualify for column movement from the Bachelor column within five (5) years after employment shall remain at the step achieved until qualified; after qualification, they shall move one step. Once movement has been gained, teachers shall progress in the B+15 column at the rate of one (1) step per year. It is understood that step placement does not coincide with teaching experience. In no case, however, shall a newly hired teacher be placed at an experienced level higher than teachers with similar teaching experience presently employed in the Clarksburg School System.

Payment for column movement will take place commencing on the first day of the new salary year immediately following attainment of necessary credits. Whenever possible, teachers should inform the Superintendent of Schools prior to the budget process of plans to complete requirements for column movement.

- C. Teachers who were at Step 7, Column 3 or above by September 1, 1995, will be allowed to move to column 6 by earning 75 credits beyond the Bachelor's degree.
- D. Teachers working less than full-time shall be paid on a prorated basis in relation to time worked.

**CLARKSBURG TEACHERS ASSOCIATION  
CLARKSBURG SCHOOL COMMITTEE  
LONGEVITY**

**APPENDIX C**

**SEPTEMBER 1, 2016 - AUGUST 31, 2019**

- A. Teachers beginning their 16<sup>th</sup> year of service with the Clarksburg School Department, will be paid longevity payments according to the schedule below.

Year	Payment
15	800
16	800
17	800
18	800
19	800
20	800
21	900
22	1000
23	1100
24	1200
25	1300
26	1400
27	1500
28	1600
29	1700
30	1800
31	1900
32	2000
33	2100
34	2200
35	2300

Years beyond the 35<sup>th</sup> year would be calculated using the same \$100 increments.

## **Appendix D. Teacher and Caseload Educator Evaluation Instrument**

### Table of Contents

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Career Advancement
- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) General Provisions

## Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) 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, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).
- 2) **Definitions (\* indicates definition is generally based on 603 CMR 35.02)**

- 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. The Principal and Faculty shall work together during the 2013-2014 school year to develop a binder which will serve as a sample as to the quantity and quality of information expected from an Educator.
- 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 any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03). Evidence that has not been shared with the Educator within ten (10) school days shall not be utilized in the evaluation process.
- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The parties will meet to collaboratively discuss district determined measures when guidance is released by the DESE. If DESE releases new regulations or guidelines concerning District Determined Measures that are subject to collective bargaining neither party waives their bargaining rights.

- F) **\*Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
- iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS who are rated needs improvement. Teachers who successfully complete a Directed Growth Plan shall be placed on a Self-Directed Growth Plan in the next cycle.
- iv) **Improvement Plan** shall mean a plan developed by the Evaluator of a time period sufficient to achieve the goals in the improvement plan, of at least ninety (90) instructional days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year.

In the unusual circumstance where an Educator on a Self-Directed Growth Plan is rated as unsatisfactory at the Summative Evaluation and therefore moves directly from a Self-Directed Growth Plan to an improvement plan, the improvement plan shall be one year in duration.

In the unusual circumstance where an Educator on a Self-Directed Growth Plan is rated as unsatisfactory at the Formative Evaluation, the Educator shall be placed on a Directed Growth Plan for one year. At the conclusion of the Directed Growth Plan the Educator shall be placed on an Improvement Plan of at least ninety (90) instructional days and no more than one year if they are rated as unsatisfactory overall. The Educator may remain on a Directed Growth Plan if they are rated as needs improvement overall at the conclusion of the Directed Growth Plan. If at the conclusion of a Directed Growth Plan the Educator is rated as Proficient or Exemplary overall, the Educator shall be placed on a Self-Directed Growth Plan.

In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year. The Evaluator may not require the Educator to engage in the suggested summer activities.

- H) **\*ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (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 primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the Principal who determines the Educator’s performance ratings and evaluation.
- ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
- K) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. 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 predominate assignment, the superintendent will determine who the primary evaluator will be.
- L) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- M) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- N) **\*Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- O) **\*Formative Assessment:** The 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 at mid-cycle.
- P) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- Q) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- R) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. Any demonstration of student knowledge and skill attainment, which may include, but are limited to informal checks of student understandings, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests,

quizzes, reports, essays, portfolios, multi-stage performance tasks, internships, service learning projects, district and state determined measures (when implemented by the State). This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

- T) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. 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. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- V) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- CC) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) **\*Trends in student learning:** At least two years of data, or three years of data where available, from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.
- When class size is less than 10 students, trending and state assessments will not be used. Student learning will be determined by negotiable DDM.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with

the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

- ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required. Class size and student attendance will be considered by the Evaluator in the overall evaluation.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) 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.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The District will use the

rubrics provided by DESE as adapted and attached. When rubrics are released in Specialists areas, the parties will meet to discuss the potential of adaptation or adoption of the new rubrics.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
  - iv) Educators hired after the annual training shall be provided an overview and forms within four weeks of their hire.

7) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 15<sup>th</sup> or within four weeks of the start of their employment at the school whichever is longer.
  - ii) Nothing herein shall prevent a teacher from expediting this process and completing the Self-Assessment and Goal Setting cycles prior to the October 15<sup>th</sup> deadline. Teachers are encouraged to complete this process as soon as they are prepared.
  - iii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:

- (1) At least one goal directly related to improving the Educator's own professional practice.
  - (2) At least one goal directed related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
  - iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
  - v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- i. If collaboration time is agreed to as part of a successor labor agreement, then the Educators may use collaboration time to engage in the goal setting process, which shall include the consideration of team goals.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties agree to negotiate the process for determining the Educator's impact on student learning, growth, and achievement after ESE issues more guidance on this matter.
- C) Educator Plan Development Meetings shall be conducted as follows:
- i) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the

start of their assignment in that school.

- ii) All other Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory 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 matter goals.
  - iv) The District will issue annual guidance to assist Educators in the development of SMART goals to align with School and District improvement priorities as well as promote each Educator's personnel growth. This guidance will make clear that SMART goals should be challenging, yet reasonable. The expectation of the District is that Educators will make reasonable progress towards attaining their goals as evidenced through the completion of activities in their Educator Plan. Attainment of SMART goals is not a requirement for receipt of an overall performance rating of Proficient in a Formative or Summative Evaluation.
- D) The Evaluator completes the Educator Plan by November 1st. The Plan shall include specific standards, indicators, and elements which will be examined in relation to the goals. The Educator shall sign the Educator Plan within five (5) 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. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) Non-first year non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced observations during the school year.
  - ii) Any Observation in which the Evaluator determines that the practice observed needs improvement for the first time shall be followed up with an announced observation within no later than twenty (20) school days.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least two (2) unannounced observations during the evaluation cycle. Using the protocol described in Section 11.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two

unannounced observations.

- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
- D) Any observation in which the Evaluator determines that the practice observed needs improvement for the first time shall be followed up with an announced observation within no later than twenty (20) school days.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15 for non-PTS Educators and December 15 for Educators with PTS. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. All observations will be conducted by the Evaluator for the impartial purpose of evaluating performance, and not as a punitive measure.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

- A) **Unannounced Observations**
  - i) Unannounced observations will be in the form of the partial or full period classroom visitations but will be at least ten minutes long, or shorter by mutual consent.
  - ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox.
  - iii) Each educator will receive no fewer than the minimum prescribed amount of unannounced observations throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in written feedback.
- B) The Evaluator at the beginning of each school year shall communicate with all Educators what method or instrument will be utilized to signal that an unannounced observation is taking place.
- C) **Announced Observations**
  - i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
    - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
    - (b) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may

inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.

- (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1) Describe the basis for the Evaluator's judgment.
  - (2) Describe actions the Educator should take to improve his/her performance.
  - (3) Identify support and/or resources the Educator may use in his/her improvement.
  - (4) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four

Performance Standards.

- E) During the Formative Assessment process the Evaluator may believe that the goal(s) set forth in the Educator Plan should be changed. If such a change is contemplated, the Evaluator will meet with the Educator and discuss the goal(s) prior to any changes.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- G) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- H) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- I) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- J) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- K) An Educator on a one year Self-Directed Growth Plan shall not be moved to a different Educator Plan at the Formative Assessment stage.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
  - G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
  - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating. If the rating is overall unsatisfactory, the teacher may be placed on a Directed Growth Plan for one year, or if the Educator is rated overall needs improvement, the Evaluator may change the activities in the Educator Plan.
- 14) **Evaluation Cycle: Summative Evaluation**
- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
  - B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
  - C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
  - D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
  - E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
  - F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
  - G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
  - H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
  - I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
  - J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to

discuss the summative evaluation. The meeting shall occur by June 1st.

- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) 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 district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student

learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will determine if the Educator is making substantial progress towards proficiency. If the Evaluator determines that the Educator is making substantial progress towards proficiency then the Evaluator shall recommend to the Superintendent that the Educator be placed on a Directed Growth Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

- A) **Improvement Plan** shall mean a plan developed by the Evaluator of a time period sufficient to achieve the goals in the improvement plan, of at least ninety (90) instructional days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.

In the unusual circumstance where an Educator on a Self-Directed Growth Plan is rated as unsatisfactory at the Summative Evaluation and therefore moves directly from a Self-Directed Growth Plan to an improvement plan, the improvement plan shall be one year in duration.

In the unusual circumstance where an Educator on a Self-Directed Growth Plan is rated as unsatisfactory at the Formative Evaluation, the Educator shall be placed on a Directed Growth Plan for one year. At the conclusion of the Directed Growth Plan the Educator may be placed on an Improvement Plan of at least ninety (90) instructional days and no more than one year. At the conclusion of the Directed Growth Plan the Educator shall be placed on an Improvement Plan of at least ninety (90) instructional days and no more than one year if they are rated as unsatisfactory overall. The Educator may remain on a Directed Growth Plan if they are rated as needs improvement overall at the conclusion of the Directed Growth Plan. If at the conclusion of a Directed Growth Plan the Educator is rated as Proficient or Exemplary overall, the Educator shall be placed on a Self-Directed Growth Plan.

- A) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- B) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator 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.
- C) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- D) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- E) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- F) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- G) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making reasonable progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**20. Timelines (Dates in italics are provided as guidance)**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 15
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A)

**Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

**B) Educators on Plans of Less than One Year**

- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

**21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making 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 decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**22. Rating Impact on Student Learning Growth**

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

**23. Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**24. Using Staff feedback in Administrator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**25. Transition from Existing Evaluation System**

- A) The parties may agree that all Educators in the district will be evaluated under the new procedures at the outset of this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

**26. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he 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 insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the 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) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures.

- G) The parties agree to use adapted DESE provided forms and review the forms as part of the joint labor-management evaluation team.

SETTLEMENT AGREEMENT  
BY AND BETWEEN  
THE CLARKSBURG SCHOOL COMMITTEE  
AND THE  
CLARKSBURG TEACHERS ASSOCIATION

The Clarksburg School Committee and Clarksburg Teachers Association hereby agree to the following terms, conditions, and understandings to be incorporated into a successor labor agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. ARTICLE IV – SALARIES/INSURANCE BENEFITS

Section 3. Delete second and third sentences.

\*Note-new health insurance plan discussed as part of negotiations would go into effect upon earliest enrollment opportunity.

2. ARTICLE V – WORK YEAR/WORK DAY

Revise 6(C) as follows:

“C. No teacher shall be involuntarily assigned to breakfast or lunch room duty.”

3. ARTICLE VIII – SICK LEAVE

a. Section 3. Subsection A. Replace current language with the following:

“Teachers presently employed, upon leaving the Clarksburg School System with twenty (20) full academic years of service to the Clarksburg School System, shall be paid for accumulated sick days, up to a maximum of two hundred (200) sick days. For the first one hundred (100) accumulated sick days, the teacher shall be paid thirty dollars (\$30) per day. For all accumulated sick days above the first one hundred (100) sick days, the teacher shall be paid thirty-five dollars (\$35) per day.

Part-time teachers will be paid proportionately based on the above. In the event that a teacher dies prior to being paid the above sick leave buy back, such amounts shall be paid to such teacher’s estate.”

b. Section 4. Subsection B. Revise as follows:

“In accordance with Article X, teachers will be allowed to trade two (2) sick days for one (1) personal day each year, non-cumulative.”

4. ARTICLE IX – FUNERAL LEAVE

a. Retitle Article “BEREAVEMENT LEAVE”.

b. Add “Grandchild” to up to five (5) paid leave category.

5. ARTICLE X – PERSONAL LEAVE

Retitle Article “LEAVES OF ABSENCE” and replace current language with the following:

“Teachers will be entitled to the following leaves-of-absence with pay each year, and not to be deducted from sick leave. Teachers shall not be required to arrange for their own substitute for such leaves-of-absence.

1. Personal Leave

Up to four (4) paid personal days will be granted by the Principal provided the operation of the school is not affected. Applications in writing to the Principal for personal leave will be made at least two (2) school days in advance, except in emergency situations.

In addition, teachers will be allowed to trade two (2) sick days for one (1) paid personal day each year.

Unused personal days will accumulate as sick leave up to two hundred days (200) days.

2. National Guard

A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves of the National State Guard, provided such obligations cannot be fulfilled on days when school is not in session. Refer to Massachusetts General Laws, Chapter 33, Section 59.

3. Legal Proceeding

Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any legal proceedings if the teacher is subpoenaed to attend.

4. Jury Duty

Teachers called to jury duty shall be paid the difference between compensation paid by the court and their equal salary. The difference paid shall not include mileage reimbursement.

5. Convention, Conference, Seminar, Visitation, Evaluation, etc.

Any absence occasioned by a teacher's attendance at any convention, conference, seminar, visitation, evaluation, or any similar event when such attendance has been required by Administration shall not be charged against any of the leave provisions of this Article or any other Article of this Agreement.

6. Habitual Tardiness or other Unauthorized Personal Absence

No employee will be paid wages for time lost or not worked because of proven habitual tardiness or other unauthorized personal absence.”

6. ARTICLE XIII – GENERAL

Section 11. Revise as follows:

“Where WIDA or RETELL training...”

7. ARTICLE XIV – MATERNITY/CHILDREARING LEAVE

a. Section 1. Retitle “FAMILY AND MEDICAL LEAVE ACT (FMLA) AND MASSACHUSETTS PARENTAL LEAVE ACT (MPLA)”.

b. Replace current language with the following:

“The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA) as well as M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee’s policies regarding the FMLA and MPLA are posted in a conspicuous location in the main office.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.”

8. ARTICLE XVII – PROFESSIONAL IMPROVEMENT

a. Revise second paragraph with following:

“All requests for course reimbursement must be submitted in writing and approved in advance by the Superintendent. The Superintendent will reimburse teachers for tuition expenses related to enrollment in graduate courses. To qualify for reimbursement, a grade of B- or better must be earned in the course. The reimbursement for courses over \$500 will be reimbursed at the rate of \$500. For courses less than \$500, the reimbursement will be for the total cost of the course. There is a three course limit per year, but teachers may apply to the Superintendent and the School Committee for reimbursement for additional courses in a given year.”

b. Add the following as a new paragraph:

“In order to be eligible for reimbursement for online courses, the online course must be with an accredited college. Accredited is defined as the college’s eligibility for federal grants and student FAFSA loans.”

- c. Add the following as a new paragraph:

“All PDP’s earned in house/District will be distributed to teacher within ten (10) school days.”

9. ARTICLE XVIII – REDUCTION IN FORCE

Replace current items 1-4 with the following, renumber remaining sections accordingly:

- “1. In the event it becomes necessary to reduce the number of employees in the bargaining unit, the Superintendent will consider ability, qualifications, the teachers area of license, indicators of job performance, including overall ratings resulting from comprehensive evaluations consistent with M.G.L., c. 72, s.38 and the best interest of the students in the Clarksburg Elementary School; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards under said Section 38 and that are defined by the board as proficient or exemplary. 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 target license area. If all of the above factors are equal, then the least senior teacher in the licensure area will be laid off first.

Seniority shall be defined as the first day of employment as a teacher at Clarksburg Elementary School, including all time spent on recognized leaves of absence.

No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified. No teacher with such status shall be displaced in accordance with the terms of a collective bargaining agreement or otherwise by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to section 38G and is at least as qualified for the position as the junior teacher holding the position.”

10. ARTICLE XIX – EXTRACURRICULAR POSITIONS

- a. Increase the NBSU hourly stipend rate to thirty dollars (\$30).  
b. Add the following as a new Section:

“Additional afterschool activities may be worked for a fixed stipend set for the activity, or will be paid at the hourly rate of thirty dollars (\$30).”

11. ARTICLE XX – DURATION

Update to reflect a 3 year term commencing on September 1, 2016.

12. APPENDIX A – SALARY SCHEDULE

Effective September 1, 2016:	1.75% across the board increase.
Effective September 1, 2017:	1.75% across the board increase.
Effective September 1, 2018:	1.75% across the board increase.

13. APPENDIX C – LONGEVITY

Increase all longevity steps by \$50.

FOR THE CLARKSBURG  
SCHOOL COMMITTEE

FOR THE CLARKSBURG  
TEACHERS ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_