

**AGREEMENT**  
Between The  
**EAST LONGMEADOW SCHOOL COMMITTEE**  
and the  
**EAST LONGMEADOW EDUCATION ASSOCIATION**

September 1, 2018 - August 31, 2021

**EAST LONGMEADOW PUBLIC SCHOOLS**  
East Longmeadow, Massachusetts

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**Article I**  
**GENERAL**

- A. Recognizing that the prime purpose of the East Longmeadow school system is to provide education of the highest possible quality for the children of East Longmeadow, we, the undersigned parties to this Agreement, agree to the following principles:
1. The Committee, elected by the citizens of East Longmeadow is a public body established under and with duties, powers, responsibilities and rights provided by the laws of Massachusetts, and the applicable rules and regulations of administrative agencies issued under such laws.
  2. The Superintendent of Schools of East Longmeadow (hereinafter referred to as the Superintendent) is the executive officer of the Committee and as such administers and directs the operation of the public schools of East Longmeadow in accordance with the decisions of the Committee and state law.
  3. The professional staff of the East Longmeadow Schools shares with the Committee and the Superintendent responsibility for providing for pupils of the East Longmeadow Public Schools education of the highest possible quality consistent with the policies of the Committee, and the professional staff has the major role in the direct contacts with pupils.
  4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the administrative staff, and the professional staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the professional staff.
  5. The Association recognizes that the basic duty of each professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education offered by the East Longmeadow Public Schools.
  6. The Committee and the Association shall negotiate in good faith with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment, but such obligation shall not compel either party to agree to a proposal or make a concession.
- B. Conflicts with statute, policy, and rights of teachers:
1. As to all matters covered by this Agreement, the provisions hereof shall control in any case where a conflict may exist between such provision and any policy, practice, procedure, custom or writing not incorporated in this Agreement.
  2. If any provisions of the Agreement, or any application of this Agreement to any member of the professional staff covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of the Agreement shall continue in full force and effect. The parties will meet within ten (10) days to re-negotiate the affected provision or provisions.
  3. The parties agree that each has exercised its right to bargain for any provision it wished to be included in the Agreement, that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of the Agreement,

and that this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Agreement shall continue in effect except as expressly otherwise provided. The parties further recognize and agree that as to every matter not specifically mentioned or provided for in this Agreement, and as to every matter a final decision as to which is reserved to the Committee hereunder, or as to which the Committee specifically retains discretion hereunder, the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise the duties, powers, responsibilities and rights mentioned in clause A. 1. Above, in the control, direction and management of the East Longmeadow school system. No such exercise shall be made the subject of a grievance or arbitration proceeding under this Agreement or the subject of an unfair labor practice charge excepting only that the Committee shall not exercise its discretion to effect any change in any existing, or to put into effect any new policy not the subject of a specific agreement in this Agreement and affecting the wages, hours, standards of productivity and performance, and any other terms and conditions of employment of the members of the professional staff covered by this Agreement without first giving fifteen (15) days' notice to the Association of such intended action to permit consideration and negotiation if the item is negotiable of such same, and any such exercise without such notice and reasonable opportunity for such consideration negotiation, if the item is negotiable, may be made the subject of a grievance and/or unfair labor proceeding under this Agreement.

4. The Committee agrees that in the case where any of the terms of this Agreement which are legal and which are in conflict with previous Committee policy, then the terms of this Agreement will supersede the former policy.
5. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities except that illegal activities (strikes or work stoppage) or other action or mode of behavior which would normally be cause of reprisals shall not become legal or acceptable simply because such action was taken under the guise of Association activity. No teacher will be prevented from wearing pins or other reasonable identification of membership in the Association or any other teacher organization.
6. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except that disciplinary action in connection with the above activities may be taken if the behavior of the teacher in connection with such activities qualifies under the present legal cause of dismissal for "conduct unbecoming a teacher," but the question of what constitutes conduct unbecoming a teacher is grievable.
7. If negotiation meetings between the Committee and the Association are scheduled by mutual consent during the school day, the members of the Association salary Committee will be relieved from their regular duties without the loss of pay or sick leave in order to participate in such meeting. Any teacher who is required to be absent from his/her teaching duties in order to appear before formal hearings of any arbitration procedure provided for in this Agreement will be given such time with pay and without being charged to Leave with Pay.

This clause relates to arbitration hearings or procedures such as mediation and/or fact finding to settle a new collective bargaining agreement. This clause does not apply to challenges to the validity of the agreement by parties other than the East Longmeadow Public Schools.

8. The Committee and the Association jointly agree that each will provide the other with such information and documentary material as will facilitate carrying out the provisions of this Agreement and for the general improvement of education in the East Longmeadow Public Schools.
9. The Association agrees to print a sufficient number of copies of this Agreement, the cost to be borne equally by the parties involved.
10. The Committee agrees to place in each school library a copy of the Committee's rules and regulations and a copy will be forwarded to the president of the Association.

## **Article II** RECOGNITION

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of all professional teaching employees of the East Longmeadow Public Schools ("ELPS"), including classroom teachers, special class teachers, special subject teachers, librarians, department heads, head teachers, coaches, guidance counselors, incumbent athletic director, and extracurricular personnel, but excluding: The Superintendent and Assistant/Associate Superintendent, Administrator of Student Services, Director of Curriculum & Instruction, Administrative Assistant, Principals, Assistant Principals, Business Manager, substitute teachers, and long-term substitutes.

ELPS full-time School Nurses are now recognized as Unit A members. The six existing school nurse positions at the beginning of the 2010-2011 school year shall be paid on Bachelor's Degree, Step 4. Thereafter, the nurses shall move on the salary scale as per their experience and credentials. Any new nurse shall enter the Unit A salary scale as per their experience and credentials. The work year for all Nurses shall be 185 days, with 2 days just prior to the first day of work for staff, one day after the last day of school.

Long-Term Substitute - is defined as a person either certified as a teacher or who is on waiver who fills the position of a regular teacher on an approved extended leave of absence; or who fills a vacancy caused by death, retirement, or resignation after October 1 of a given school year under the terms of this Agreement. The Association agrees that a person hired as a long-term substitute subsequently hired as a regular teacher under this Agreement will have his/her date of hire based on the initial date of employment including time served as a long-term substitute as long as the service in the prior year is for more than ninety (90) days. The Committee agrees that it will not abuse the intent of this section nor hire long-term substitutes in order to circumvent the Recognition clause of this Agreement.

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

## **Article III** NEGOTIATION PROCEDURE

### **A. Process and impasse:**

1. During negotiation, the Committee and the Association will present relevant data, exchange points of view, make proposals and counter proposals. Both parties will make available to the other such information and material as will facilitate the negotiation processes. Either party may, if they so desire, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. However, both parties in this connection recognize the advisability of

keeping the group size at any one meeting to a workable number and consistent with the fact that, in most cases, these meetings will be executive sessions.

2. "If, after a reasonable period of negotiation over the terms of an agreement, a dispute exists between a municipal employer and an employee organization, and if no agreement has been reached sixty (60) days prior to the final date for setting the municipal budget, either party or the parties jointly may petition the State Board of Conciliation and Arbitration to initiate fact finding" (Chapter 150E).
- B. By mutual agreement the parties to this Agreement may, during the period of its existence, negotiate changes. However, neither party is under any obligation to do so and the refusal of either party to enter into such negotiation shall not be the subject of charges of unfair labor practices or failure to bargain in good faith, arbitration or fact findings except as provided in Article I. However, if by mutual agreement changes are negotiated, said changes shall be written, signed by both parties and made an integral part of this Agreement and subject to all terms and conditions of this Agreement.
- C. Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this Agreement to teachers covered by this Agreement as established by the School Committee's Rules and Regulations in force on the said date, shall continue to be so applicable during the life of this Agreement. Nothing in this Agreement which changes pre-existing School Committee Rules and Regulations shall operate retroactively, unless so stated.

#### **Article IV** **GRIEVANCE PROCEDURE**

##### **INTRODUCTION**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to these problems which from time to time may arise and affect the conditions of the employment of the teachers covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. The time limits which exclude Saturdays, Sundays, and holidays will be considered as maximal unless extended by mutual agreement in writing. The Association will have the right to be present at all levels of the grievance procedure and present its views.

- A. DEFINITION:** A "grievance" shall mean a complaint of an actual or supposed violation, misinterpretation or inequitable application of any of the provisions of the Agreement. As used in this Article, the term "teacher" shall mean also a group of teachers having the same grievance.
- B. LEVELS OF PROCEDURE:**
  1. Level One: A teacher with a grievance will first discuss it with his/her principal or if a teacher is not responsible to a single principal, he/she will discuss it with his/her immediate supervisor, either directly or through the Association with the object of resolving the matter informally.
  2. Level Two: If the grievance is not resolved to the satisfaction of the Association or the aggrieved at Level One or if no decision is rendered after ten (10) days, from the presentation at Level One, the individual or the Association may refer the grievance to

the Superintendent of Schools in writing. Within ten (10) days after submission of the grievance at Level Two, the Superintendent will meet with the individual and/or the Association in an effort to settle the grievance.

3. Level Three: If within ten (10) days after the Level Two hearing, the Superintendent has not rendered a written decision or the grievance is not resolved to the satisfaction of the Association or the aggrieved, the individual or the Association may request in writing to the secretary of the Committee that the matter be placed on the agenda of the next regularly scheduled Committee meeting. In the event no meeting is scheduled, a meeting will be held at the Committee level within ten (10) days from submission of the grievance to the Secretary of the Committee. The Committee will render its decision to the Association in writing within fifteen (15) days after said meeting.
4. Level Four: If the grievance is not resolved to the satisfaction of the Association or the aggrieved, upon receipt of the written decision from the Committee, the Association may determine (with or without the concurrence of the aggrieved individual) that the grievance is meritorious and that submitting it to arbitration is in the best interests of the East Longmeadow Public Schools.

If so, it may, by giving written notice to the Committee, submit the grievance to binding arbitration within fifteen (15) days after receipt of the written decision from the Committee. Within ten (10) days after such written notice of demand for arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. It is hereby noted that the services of the State Board of Conciliation and Arbitration are available for this purpose to municipal employers and employee. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. If the services of the American Arbitration Association are used, the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected will confer with the representatives of the Committee and of the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement or, except for clarification of the point at issue, to modify, alter, add to, or subtract from the provisions of this Agreement. The award and decision made in any such arbitration shall be final and binding upon the Committee, the Association, and the aggrieved teacher. The direct expenses, if any, of such arbitration shall be shared equally by the School Committee and the Association but each party shall bear its own expenses for the preparation and presentation of its case.

- C. If a teacher does not file a grievance in writing with the Association and the written grievance is not forwarded to the Superintendent within thirty (30) days after the teacher knew or should have known of the act or conditions on which the grievance is based, and then the grievance will be considered as waived. Furthermore, if the next step in the grievance procedure is not acted upon within the number of days specified or within twenty (20) days where no time limit is specified, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to the grievance procedure at level Four.

- D. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Public Schools of East Longmeadow for any teacher involved in presenting such grievance.
- E. If the Committee or the Superintendent shall have a grievance against the Association or any teacher thereof on the basis that they are not abiding by the terms of this Agreement, the Superintendent shall meet with the teacher or teachers at the most informal level possible to discuss the grievance and if satisfaction is not obtained, may forward it to the Association. At any discussion of a grievance by the Superintendent with a teacher or teachers, the latter will have the right to have representation by the Association. If the Superintendent cannot settle the grievance to his/her satisfaction, the Association shall meet with the Committee within ten (10) days following receipt of a written request for such a meeting. This request will include a written statement of the grievance. If, after fifteen (15) days the Committee is not satisfied with the disposition of the grievance, it may, by giving written notice to the Association, demand the grievance be submitted to binding arbitration. The procedure, terms and conditions of arbitration are to be the same as under Level Four preceding.

If the Association agrees that a grievance instituted under the foregoing provisions against a teacher or group of teachers is justified and makes every effort to remedy the situation, the Committee agrees not to institute arbitration proceedings against the Association. If the teacher or teachers involved, after warning from the Association that the act(s) is contrary to this Agreement, continue such act(s), the Committee may use whatever legal means are at its disposal to correct such action(s) and the Association agrees that it will not institute arbitration as a result of such legal use of authority by the Committee.

#### **Article V** **SALARIES**

- A. Salaries of all teachers covered by this Agreement are set forth in Appendix A of this Agreement.
- B. All teachers on the Teacher's Salary schedule will be paid every other week in 26 equal installments except as provided herein: payments will start according to the ELPS pay schedule.
- C. Lump Sum. All Unit A members will receive the balance of salary earned in a lump sum payment on the first Friday following the 22<sup>nd</sup> payment.
- D. Except as set forth in specific articles of this Agreement, professional teaching employees employed under an annual contract calling for work extending beyond the regular school year will be compensated at the rate of 1/183<sup>rd</sup> of the annual salary, as per the teacher salary schedule times the number of days worked beyond the regular school year. Salary deductions resulting from absence not applicable under the Leave with Pay section of this contract will be deducted at the rate of 1/183<sup>rd</sup> for each such day of absence.



**Article VI**  
**TEACHING HOURS, TEACHING YEAR AND TEACHING LOAD**

**A. Teaching Hours**

**1. Hours for teachers will be:**

High School 7:10 a.m. - 2:00 p.m.  
Birchland Park School 7:25 a.m. - 2:15 p.m.  
Mapleshade School 8:05 a.m. - 2:45 p.m.  
Mountain View School 8:00 a.m. - 2:40 p.m.  
Meadow Brook School 8:50 a.m. - 3:30 p.m.

The above schedule includes fifteen (15) minutes before and after the pupil day.

The Committee maintains the right to change the above starting and ending times as the need arises, but in no case will the changes extend the teacher's total in-school working day.

By mutual agreement, teachers may be assigned hours that differ from the currently scheduled hours provided that any individual modification will not increase the length of the teacher's in-school work day. The Superintendent of Schools shall approve any individual teacher's hours assigned that do not conform to regularly scheduled hours. Any problem created by the exercise of this clause will result in an immediate meeting at the request of either party in an effort to resolve any inequity.

2. Teachers and Nurses will be at their assigned stations fifteen (15) minutes before the pupils' starting time and will remain at the close of the school day fifteen (15) minutes after the pupils' dismissal time, with the following exceptions:
  - a. Teachers in each building may be needed for duty earlier than the stated fifteen (15) minutes, such as for early bus supervision in the elementary schools or earlier admission of secondary pupils in the case of inclement weather, or late bus or similar duty at the close of school. In such case, the amount of time will be limited to that reasonably necessary and will be assigned on an equitable basis.
  - b. Teachers in grades 6-12 will be responsible for regular make-up and extra help sessions for pupils. A teacher may be assigned for a specific make-up day by the principal not to exceed one hour per week. Exceptions may be made with prior approval of principal. Teachers will be responsible for remaining for any faculty and/or department meetings, not exceeding twenty (20) per school year of approximately one hour each.

Beginning in the school year of 2012-2013, teachers will attend an additional five meetings to be scheduled by each building during the months of September, October, January, March, and April or May. These meetings will be considered collaborative time for staff and cannot be used for traditional face-to-face professional development unless planned with and approved by the Association. The meetings will consist of approximately one hour in duration and allow for increased collaborative time with colleagues at the building level. The meetings in September and October will be utilized for building staff to review the District and school improvement plans and help revise action steps and set individual and team goals for annual educator plans. The meetings in January, March, and April will be utilized in the following ways: to provide resource time for staff to work on departmental and team goals, to provide time for team or departmental analysis of student achievement data, or other activities discussed and agreed upon by building staff and building administration.

Teachers will be responsible for attending the scheduled (1) open house session per school year held during the evening. Teachers at ELHS will attend a second open house session at the start of the second semester, and release time will be provided. Attendance at other evening meetings will be optional except as dictated by specific agreements to the contrary (i.e. coaching or other paid duties which require evening work).

Parent conferences for K-5 teachers will be scheduled twice a year utilizing an early-release day schedule. A third one half-day parent conference day will be scheduled at Meadow Brook School, starting in the 2015 – 2016 school year. Teachers will, to a reasonable extent, make themselves available for requested conferences before, during, and after school for families who are unable to schedule conferences on the early release days. The District and the Association understand that scheduling conferences with parents is challenging, and there may be situations that arise making it impossible to meet in person with all families. Every effort will be made to keep open communication and share information with parents throughout the school year.

\*If a parent conference day is postponed due to weather, it will be scheduled on the very next day of school.

- c. Except in extraordinary circumstances, other parent/teacher conferences will be scheduled at a mutually agreeable time.
- d. Personnel other than classroom teachers will work at their assigned task for the length of the regular teacher's in-school work day. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal in-school working day. Exact schedules of such personnel will be worked out on an individual basis consistent with those of classroom teachers.
- e. Since the East Longmeadow Public Schools are officially on a single-session day, teachers will remain in the building each day during the periods defined above unless they have duties in one or more buildings or unless they have been excused by the principal for specific reasons. Following past precedent, such approval will normally be given for going to the bank to cash a check or for emergency or special occasions.
- f. The hours of work of regular personnel assigned to school beyond the regular school year (summer and vacations) are 8:30 a.m. to 3:00 p.m. including one half (1/2) hour lunch period. Exceptions may be made by mutual agreement between the teacher and his or her supervisor. Teachers on special assignment for curriculum work and research are not covered under this section.

**B.** The work year of teachers will begin no earlier than August 25 and terminate no later than June 30 but will in no event be longer than two days more than the required pupil days. Effective September 1, 2009, the two (2) days more than the required pupil days will be devoted to curriculum development, professional development, and/or opening day convocation. **The two (2) full-professional development days will be scheduled in November and in February/March. Half-day professional development days will continue as per current practice.**

It is agreed that the 187 staff calendar days include five emergency days; therefore, should these days not be utilized, the pupil school year will end after the 180<sup>th</sup> day. The exception to this can be that new teachers may be required to attend not more than one day of orientation to be held a day prior to staff convocation day. This makes the maximum scheduled work days for new teachers 188. An increase in the school year for pupils maintained beyond 180 days

will result in the proportionate increase in teacher remuneration. It is agreed that the School Committee and the Association will collaborate in regard to the establishment of the calendar. The final decision, with the above limitations, rests with the Committee. Any additional days for which a teacher is compensated in a special manner, or for which the teacher has volunteered (non-working day trips) will not be construed as part of the work days.

The parties agree that the 180<sup>th</sup> pupil day shall be scheduled as a half-day for students.

#### C. Preparation Time, Lunch, Other Duties and Teaching Load

1. All teachers and Nurses will have a duty-free lunch of at least twenty-five (25) minutes. There shall be no preparation time for Nurses.
2. Classroom teachers will have a duty-free time during the day in conformity with the following policy which shall not be violated except in cases of emergency:

##### (a) Elementary Teachers Pre-K-5

For the duration of this contract an elementary teacher will be provided a minimum of a twenty-five (25) minute period each school day for preparation. Each elementary teacher will be provided an additional one hundred thirty-five (135) minutes each full week, distributed in blocks of at least thirty (30) minutes at a time, for preparation.

Administrators will not schedule meetings or other activities during these periods unless absolutely essential. If a teacher is required to miss a guaranteed preparation time in this manner, then the Committee will, through its administrators, provide equivalent time at a later date.

All preparation time will be free of all assigned duties with the exception that an elementary teacher will be designated to be available for noon time issues which might arise that require professional staff assistance. The designated teacher should be located in a central building location at the teacher's discretion. This designated coverage shall be rotated as equitably as possible, no more than once every three weeks.

A regular education teacher may use the Gifted & Talented period for parent conferences, IEP team meetings, and collaboration time with other staff including academic coaches or additional preparation time.

##### (b) Birchland Park Middle School 6-8

Birchland Park Middle school teachers will receive the preparation periods as they currently are receiving.

No teacher shall have more than five (5) instructional periods per year. Assigning an English, Math, Foreign Language, Science and Social Studies teacher a sixth period shall be on a voluntary basis only. If so, no duty shall be assigned in addition to the sixth periods.

No teacher will be required to teach more than two (2) subject fields nor shall be assigned more than three preparations per semester unless on a voluntary basis, in which case no duty shall be assigned. All voluntary assignments shall be in writing, a copy of which shall be forwarded to the Association.

The Committee shall make a good faith effort with respect to assigning no more than five (5) instructional periods per year to special area teachers. If a sixth instructional period is assigned, which shall be the exception more than the rule, special area teachers shall receive an additional stipend. (Please see Appendix B.)

(c) High School Teachers

High School teachers will be granted at least four preparation periods per week free of other duties. To the extent possible, no secondary teacher will be required to teach more than five total periods or more than two subjects fields, or make more than three preparations (for the purpose of this section, more than one ability grouping within a single subject such as AP US History, CP US History and General US History count only as one preparation), in any one day unless he shall volunteer. The preceding sentence applies only to the subject fields of English, math, foreign language, science, and social studies. The parties have agreed that lab periods for science teachers constitute an additional teaching obligation. In order to create a more equitable distribution of teaching assignments, it is agreed that when lab periods result in a teacher having more than twenty (20) teaching periods a week, that particular teacher will be relieved from one duty assignment if he/she has one (1) lab and two (2) duty assignments if he/she has two (2) or more labs. (EXAMPLE: Twenty-two (22) teaching periods including labs, teacher released from two duty assignments.)

Notwithstanding the above, when long block scheduling is in effect, the following provisions apply:

High School teachers will be granted at least one full block of preparation per day free of other duties.

No teacher shall have more than five (5) instructional blocks per year. Assigning an English, Math, Foreign Language, Science and Social Studies teacher a sixth instructional block shall be on a voluntary basis only. If so, no duty shall be assigned in addition to the sixth block.

No teacher shall be assigned more than three preparations per semester unless on a voluntary basis, in which case no duty shall be assigned. All voluntary assignments shall be in writing, a copy of which shall be forwarded to the Association.

The Committee shall make a good faith effort with respect to assigning no more than five (5) instructional blocks per year to special area teachers (art, music, physical education, family and consumer science, technology education, business, and health). If a sixth instructional block is assigned, which shall be the exception more than the rule, special area teachers shall receive an additional stipend. (Please see Appendix B.)

- D. The work year of guidance counselors will include one week (5 days) prior to the opening of school and one week (5 days) following the close of schools. The work year of the guidance coordinator shall include two additional weeks (10 days) beyond the work year of guidance counselors. Such additional time to be arranged as the volume of work warrants and approved by the Superintendent of Schools.
- E. Special Education Teachers will be given up to two (2) release days per year for IEP paperwork with prior administrative approval.
- F. The East Longmeadow School Committee and the Association agree to designate April 30<sup>th</sup> as the deadline for purchase orders in order to allow for money to be encumbered in the budget

**Article VII**  
**CLASS SIZE**

The Committee and the Association agree that reductions in some present class sizes are desirable, and whenever possible, in view of availability of staff and facilities, such reductions will be made. Although there are special situations in which certain classes need to be smaller and others may be larger, the Committee and the Association agree to the following Recommended Class Size guidelines:

- 20 students per classroom Grades Pre-K - 2
- 25 students per classroom Grades 3 - 5
- 25 students per classroom Grades 6 - 12

**Article VIII**  
**NON-TEACHING DUTIES**

The Committee and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

A. Collection and Distribution Of Materials And Health Records

1. The collection of money and distribution of notices and materials will be kept to a minimum and will be limited to official school activities and functions. Exceptions are Junior Red Cross, student insurance and biannual student pictures. In none of these cases will teachers be required to count money nor be responsible for funds collected, but will exercise due care of funds in their custody. Provisions will be made for the collection of any such funds from the teachers early in the day.
2. Health services, such as administering eye or ear examinations, and weighing and measuring pupils, will not be required of teachers. Teachers will be expected to continue to be alert to the health needs of pupils and to report any such needs to the proper authorities.
3. Efforts will be made to provide assistance to teachers in the preparation and running off of instructional materials.
4. If additional time is necessary to do sports physicals, late registration, home assessments, and other duties that extend beyond the normal work day/ work year, the Superintendent or his/her designee will authorize additional pay and / or compensatory time as elected by the nurse prior to the performance of additional duties.

Teachers are not to drive pupils in their own vehicles. A new Singleton Transportation Fund of \$1000.00 is set up to assist any teacher who needs a student transported to an event for recognition and/or participation for a school sponsored event. The *Fund* is not intended for transporting teams.

**Article IX**  
**TEACHER ASSIGNMENT**

- A. Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 30.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study. New teachers who, in an emergency, are employed in an area where they lack certification shall promptly take all steps necessary to obtain such certification.
- C. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment at the high school, and in grade assignment at the middle school will be voluntary. If a posted vacancy in a school has interested volunteers from within that school, they will receive first consideration for the job prior to outside candidates being interviewed for the posted vacancy.
- D. Teachers with duties in more than one building during a school day will be notified in writing of their schedules for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 30. This will be done in cooperation with the building principals involved and will be subject to final approval by the Superintendent. The teacher will submit the actual mileage involved in going between buildings for a typical five (5) day week. Teachers will be reimbursed for mileage at the rate as established by Town of East Longmeadow policy. Reimbursement shall be made twice (2) yearly, in January and June. Teachers will be provided with reasonable travel time between buildings.
- E. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, age, or marital status.
- F. In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute during his/her non-teaching time, such arrangements will be made by the principal of the school on an equitable basis.

**Article X**  
**TRANSFERS**

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance.

**Therefore, they agree as follows:**

- A. When a transfer is necessary, qualified volunteers will be transferred first.
- B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the East Longmeadow system will be considered in determining which teacher is

transferred. Teachers being involuntarily transferred will be transferred only to the available position most comparable to the one they previously held (e.g. no loss in seniority, FTE, or change in placement on the salary scale).

An involuntary transfer will be made only after a meeting (telephone call or letter in case of transfer occurs during the summer when it is not possible or convenient for a personal meeting) between the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be notified of the reasons for the transfer.

- C. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.
- D. Exceptions to the provisions of Sections A, B and/or C above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected. In the event the teacher is dissatisfied with the transfer, appeal may be made to the School Committee. Such appeal to be made within fourteen (14) days from the date of notification of transfer. No teacher will be transferred arbitrarily or capriciously.
- E. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests should be submitted between September 1 and May 1. The Superintendent will make a decision regarding transfer requests prior to the posting of an applicable vacancy. Requests must be renewed each year. All requests will be acknowledged in writing. The teacher will promptly supply any requests by the Superintendent or his/her designee for additional pertinent information relative to the request, which is not available in the office files. When a vacancy is posted, and a Unit A member applies, and the Principal, after consulting with the Superintendent, is interested in hiring that individual for the posted vacancy, the Superintendent will grant approval for the Principal to transfer the applicant, rather than have the Unit A member go through the interview process.

#### **Article XI** **REDUCTION-IN-FORCE**

In the event that it becomes necessary to reduce the number of employees in the bargaining unit defined in Article II of this agreement due to budgetary shortfall, reorganization, or declining enrollment, the reduction-in-force will be implemented according to the following principles and procedures:

- A. Teachers who are affected by an anticipated reduction in staff must be notified in writing no later than the last day of the school year. Said notice shall include the specific reasons for the lay-off.
- B. Pursuant to the provisions of Chapter 71, Section 42, no employee who has attained professional teacher status as defined in Section 41 will be laid off if there is employed anywhere within the School District a teacher without such status for whose position the covered employee is currently licensed.
- C. Pursuant to Massachusetts General Laws, non-professional status teachers are those with less than three (3) years' experience in East Longmeadow Public Schools and may be laid off in accordance to M.G.L. Chapter 71, Section 41.

D. Teachers will be separated from the School District in inverse order of seniority, provided that the teacher retained is licensed to perform the available work. A teacher whose position is eliminated shall first be transferred to any vacant position within the school district for which s/he is licensed. Second, if a part-time position is created, the teacher(s) affected may choose to take the position at the pay (pro-rated) for that position. Third, if no such vacancy exists, then the teacher shall replace the employee with the lowest seniority anywhere in the school district in a position for which the employee is licensed. Teacher license(s) will be current and ongoing throughout each year. The date of any possible reduction-in-force will constitute the licensure submission deadline.

E. A teacher with professional status who is laid off pursuant to this Article shall be entitled to recall in reverse order of lay-off as positions develop for which s/he is licensed. A teacher who has been laid off shall be entitled to recall rights for a period of time equal to the length of his/her continuous service on the effective date of the lay-off, but under no circumstance more than two (2) years. Notice of recall shall be made by registered mail to the last known address of record.

Failure to respond to or accept an offer of recall to an equivalent position within ten (10) business days shall terminate all recall rights under this Article, unless such failure is for a reason acceptable to the Superintendent of Schools or his/her designee. Failure of a teacher to return to work, one month (or on the first teacher workday, if during the summer) after official recall notification will be cause for removal of his/her name from the recall list. A recalled teacher shall be entitled to all benefits at the time of lay-off, and which shall be restored upon re-employment within the recall period. During the recall period, teacher(s) who have been laid off shall be given every consideration for substitute work, if they so desire, and are available.

F. Seniority will be defined as a teacher's length of service in months and years from the latest date of appointment to a position within the bargaining unit. Unpaid leave will not accrue seniority. Part-time teachers will accrue proportional seniority.

Example: 1.0 F.T.E equals 1.0 year of seniority  
.5 F.T.E equals .5 year of seniority  
.2 F.T.E. equals .2 year of seniority

The parties agree that effective January 1, 2014 the seniority list is memorialized and any future changes and/or corrections will be made in the fall of each school year for the previous year only.

The following formula will be used (up to 2 decimal points) to determine the amount of seniority earned each year: FTE multiplied by the difference between 1 and the ratio of unpaid work days to total number of work days in the school year.

Example: A full-time teacher received a 30-day unpaid leave in a school year of 183 days. The amount of seniority earned is the following:

$$1. X (1 - (30/183)) = .84$$

1. Cases of identical seniority will be resolved as follows:
  - A. In favor of the teacher with the highest placement horizontally (educational attainment) on the current pay scale.



- B. Horizontal placement being equal, then the tie will be resolved in favor of the teacher with the greatest number of completed approved graduate course credits.
  - C. A and B being equal, the earliest official report to work day will be used.
  - D. If the tie still remains unresolved, the parties agree to break the tie by lottery coin toss.
2. Licensure shall mean that the teacher has on file with the Superintendent's office evidence that s/he possess the appropriate current Massachusetts subject area license(s) for teaching positions, as defined pursuant to Chapter 71, Section 38G of General Laws as printed on the current Massachusetts Department of Education Teaching license(s) or Massachusetts Department of Education Website.
- G. A list specifying the seniority and documented license(s) of all members of the bargaining unit will be transmitted to the Association by November 15<sup>th</sup>. The Association will have until December 30<sup>th</sup> to forward any necessary corrections to the Superintendent or his/her designee.

**Article XII**  
**VACANCIES AND PROMOTIONS**

- A. Since, under the preceding Article, any change of position or location which a teacher would like is on file in writing in the office of the Superintendent, the Committee agrees that no vacancies will be filled until these requests have been given due consideration. Furthermore, except in emergency situations, due notice to all teachers will be given of vacancies by posting on the bulletin board of each school and on the East Longmeadow Public Schools internet website during the school year. No newly created Unit A position will be filled until a notice of at least ten (10) days has been given.
- B. It is understood in relation to Article II that if a vacancy occurs in a given position which has been properly made known to all members of the Association and no such qualified professional is interested in the position, then the Superintendent has a right to make such other arrangements as he/she deems advisable providing the remuneration paid a person who is employed shall not, in any case, exceed that originally made available to the professionals within the system until proper notice of the higher rate has been made known to the professionals within the system.
- C. The right and obligation of the Superintendent under the law to fill vacancies according to his/her best judgment and consistent with the terms and conditions of the statutes of the commonwealth are hereby reaffirmed. The Superintendent, as the chief administrative agent of the Committee will, at the written request of a teacher in the system who has applied for a different position and another teacher has been appointed, discuss with said teacher the criteria used in the selection. No appointment of the Superintendent shall be subject to the grievance procedure beyond discussion between the parties.
- D. Appointment for coaching and other extra-curricular positions are for a one (1) year period.

- E. All after school, evening, or summer openings of a professional nature will be posted in each school building as early as possible each school year and for a period of not less than ten (10) work days. These positions will be filled by qualified Unit 'A' members, if possible, appointed by the building principal. All current ELPS employees will be considered first for all summer school positions. In filling such positions, consideration will be given to a person's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the East Longmeadow school system. For summer or evening school positions, previous East Longmeadow summer school or evening school teaching experience will be evaluated in terms of degree of success and length of service. The parties agree that one summer school employee will arrange substitutes for two extra paid hours each week. When appropriate, a teacher's building assignment may also be given consideration. These are point rate positions listed in Appendix B.

All hourly rate jobs (Appendix B) will be posted in each school building as early as possible each school year and for a period of not less than ten (10) school days. These positions will be distributed by the principal in a fair and equitable manner among eligible candidates. Unit A members working in the building where the activity occurs will be given priority. The remainder of Unit A will be considered next.

A non-supervisory hourly position may be filled by a volunteer approved by the principal if another like position is being filled by a member of Unit A at the same athletic event.

- F. There are no vacation days, personal days, or any unexcused absences permitted during the summer special education program. If an employee is absent for any reason during the summer special education program, he/she will not earn pay for those hours.

### **Article XIII** **TEACHER EVALUATION**

#### **A. Philosophy**

The entire school system of East Longmeadow is committed to the pursuit of a progressive education program. Recognizing this, an effective evaluation process focuses on the continued development of teaching skills as an important component. This process will foster the principles of effective teaching and adhere to the notion that all children can learn with the teacher as the facilitator of learning.

The evaluation process must be continuous, constructive, and supportive of our system's vision statement. It must take place in an atmosphere that fosters trust and respects human differences. The process must be a cooperative effort, designed to generate productive dialogue between staff and observers/evaluators while encouraging professional growth and development.

For the term of this contract, the approved evaluation forms and procedures are attached as Appendix

#### **B. Observation and documentation of performance**

1. Educator observations and monitoring may be announced and unannounced in accordance with the evaluation procedures outlined Appendix C. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Public address or audio systems and similar surveillance devices will not be used for the purpose of teacher evaluation. Teachers will be given a

copy of any evaluation, complaint, or other report prepared by their superiors and will have the right to discuss such report with their superiors. The teacher, in turn, agrees to sign a statement that he/she has been given a copy of the contents discussed with him/her providing that such statement includes the fact that his/her signature does not necessarily indicate agreement with the contents.

A teacher who is placed on a formal Improvement Plan will not move vertically (no pay increase) on the salary scale until satisfactory improvement is demonstrated. Improvement Plans will be reassessed in 60 school day intervals or less during a formal meeting between the teacher and building administrator. An ELEA faculty representative will have the right to attend all meetings. If and when a teacher is released from a Improvement Plan, he or she will be placed on the appropriate step effective that day (new rate of pay as of that day.)

2. Contents of personnel files

- a. Teachers will have the right, upon request, to review the contents of their personnel file, at a reasonable time, in the place where such records are kept, and in the presence of the Superintendent or his/her designee. A teacher will be entitled to have a representative or the Association accompany him/her during such review, and make copies of such materials.
  - b. No material derogatory to the teacher's conduct, service, character or personality will be placed in his/her personnel file without his/her knowledge. The teacher will be given the opportunity to review the material. The teacher will acknowledge within ten (10) school days 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.
3. Any complaint which has merit or potential merit regarding a teacher made to any member of the Administration by any parent, student, or other person on which disciplinary action is contemplated will be promptly called to the attention of the teacher and the name of the complainant will be made known at that time.
  4. The Association recognizes the authority and responsibility of the principal and other administrators to discipline or reprimand a teacher for unprofessional conduct. 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.
  5. No teacher who has achieved professional teacher status will be reprimanded, disciplined, suspended, dismissed or denied any professional advantage without just cause.

**Article XIV**  
**TEACHER FACILITIES**

A. The Committee agrees that the following facilities will be provided in each school:

1. A serviceable desk and chair for the teacher and adequate storage for instructional materials in each classroom.

2. A work area containing adequate equipment and supplies to aid in the preparation of educational materials.
  3. Each building will have a teaching supplies account.
- B. The Committee agrees that, to the extent possible in existing buildings and with every effort on their part to have included in the new buildings, the following facilities will be provided in each school:
1. An appropriately furnished lounge and a separate dining area. Although these areas will be primarily for teachers, it is recognized that administrators, doctors, nurses, secretaries, and other professional and semi-professional members of the staff and their guests will also make use of these facilities. Said lounges and dining areas will not be preempted for instructional or meeting places during school hours.
  2. A clean and well-lighted male teacher rest room and a clean and well-lighted female rest room.
  3. A communication system so that communication between the office and the classroom and the classroom and the office will be facilitated.
  4. Effort will be made to provide telephones in a private setting for teachers to use for school business.
- C. The School Committee and the Association agree that the removal of bulletin boards, posters, and other classroom displays at the end of each year by teachers is optional. If an administrator determines that a health or scheduled maintenance issue in a particular classroom warrants directing a teacher to remove all such materials by the end of the school year, three weeks advance notification shall be given and specific reasons for the directive shall be communicated to the Association in writing (the three week time frame will be waived in the case of emergencies). Furthermore, the parties understand that best practices indicate that bulletin boards should be regularly updated with current material.

**Article XV**  
**USE OF SCHOOL FACILITIES**

- A. The Association will have the right to use school buildings for meetings and the school system's swimming pools and other athletic facilities and equipment without cost at reasonable times, provided, however, that any additional service cost necessitated by such use shall be paid for by the Association. Requests for and use of schools facilities under this section will, other than stated above, be in full conformity with the established policies of the Committee in regard to the use of school facilities.
- B. There will be one (1) bulletin board in the faculty lounge of each school for the purpose of displaying notices, circulars, other Association material and other notices required by this Agreement. Copies of all such material will be given to the building principal, but his/her advance approval will not be required. The Association agrees to keep these bulletin boards neat and not to use them for inflammatory, derogatory, or other materials in bad taste.

**Article XVI**  
**LEAVE WITH PAY**

- A. Teachers returning to the system will, upon the first day of their return, have credited to their "Leave with Pay" account, fifteen (15) days credit. If any such returning teacher terminates his/her services in the system during the year, a deduction will be made for leave with pay advanced beyond one and one-half (1 ½) days for each month of service for the current year.
- B. Teachers new to the system will have a similar credit made to their account following their first day of actual service. Any unused days, will accumulate as in 'A' above. The Superintendent may, in his/her judgment, suspend the granting of additional leave with pay in excess of one and one-half (1 ½) days per month until such time as the teacher has accumulated enough days to cover such absence.
- C. For teachers hired on or before the 1997-1998 school year, the number of unused days in the Leave with Pay account at the end of each school year will be carried forward to the next year. For teachers hired on or after the 1998-1999 school year, the number of unused days in the Leave with Pay account at the end of each school year will be carried forward to the next year, but shall not exceed 195 days.
- D. Teachers will qualify for leave with pay and their account will be charged (see exception included in 4. below) for the following reasons and under the following conditions:
  - 1. Sick leave, interpreted as meaning leave with pay for sickness or accident, the nature of which incapacitates the beneficiary from performing the duties of his/her position, has no limit up to the number of days available in the Account, except that in cases of prolonged sickness the Committee may require, at reasonable intervals, a doctor's certificate to justify further leave with pay.
  - 2. Three (3) days for religious holidays, two of which will not be charged to Leave with Pay Account. Teachers whose religious beliefs require more days in any one year than this will be given such additional days as are necessary without pay.
  - 3. Five (5) days for critical illness in the immediate family or household. The Superintendent or his/her designee may extend the number of days for justifiable reasons.
  - 4. Five (5) days for each death in the immediate family or household. The Superintendent or his/her designee may extend the number of days for justifiable reasons. The Superintendent or his/her designee may also approve attendance at funerals other than those for the immediate family, or household for justifiable reasons. Of the five (5) days for death in the immediate family a leave up to a minimum of three (3) days for each such death will not be subtracted from Leave with Pay account. The definition of immediate family is mother, father, sister, brother, spouse, children, mother-in-law, father-in-law, foster parents, guardians, grandparents, grandchildren, aunts, uncles, in-laws, nephews, nieces, and significant others.
  - 5. Two (2) Personal days. A teacher may accumulate and use up to 5 personal days in any given year. The only requirement is that the teachers notify his/her immediate supervisor in advance of the anticipated personal day(s), unless emergency circumstances dictate otherwise. In that case, notification will be made as soon as possible.

6. Any other purposes which the Superintendent may approve in writing in advance.
  7. Teachers will complete the Personnel Absence Report in connection with the above absences.
  8. Teachers returning to the system will have any previously unused leave with pay restored to their account.
- E. Leave with pay but not charged to the Leave with Pay account will be given for the following reasons and under the following conditions:
1. Any time approved in advanced by the Superintendent or his/her designee for the purpose of visiting other schools or attending meetings or conferences of an educational nature. This provision does not preclude a teacher being given approval for such purposes with substitute's pay being deducted from teacher's pay.
  2. A maximum of ten (10) teacher days for the system for Association representatives to attend meetings, conferences, and/or conventions of the Massachusetts Teachers Association, and/or the National Education Association. The Association will notify the Superintendent, in writing, in advance which representatives are to attend which of these events and for how long. This sentence does not preclude the Superintendent granting approval to other individuals under section E. 1 for meetings which are conducted primarily for the improvement of instruction as contrasted with those which have to do primarily with other business of the respective Associations. When possible, the Association will provide the Superintendent with an outline of the meeting.
  3. A maximum of ten (10) school days per school year for each teacher called into temporary active duty of any unit of the US Reserves or the State National Guard provided such obligation cannot be fulfilled on days when school in not session. In this case, the amount of the teacher's regular pay will be reduced to the amount given by the state and/or Federal Government.
  4. Any time for which the teacher's presence is required at a legal proceeding if at the request of the Committee or as a consequence of his/her being sued by a parent, student, or agent of either relative to an act which he/she performed or failed to perform in connection with the duties which come under the jurisdiction of the Committee.
  5. Any time for which a teacher's presence is required at the actual proceedings conducted by a fact finder or arbitrator when said fact finder or arbitrator has been dully called for under the law or provisions of this Agreement.
  6. Any other time approved in advance in writing by the Superintendent.
  7. The employment and assignment of substitutes shall be the sole responsibility of the Committee and Administration. The Committee will make every effort to employ the best qualified substitutes and will fill all vacancies when it is possible to employ a reasonably qualified substitute
- F. Sick Leave Bank: Both parties recognize the value of providing some relief from the economic impact of a prolonged illness or recovery from an injury. Sick Leave Bank is a plan that has the following components:

1. A joint four (4) member board with two Association members, one School Committee member, and the Superintendent, to administer the bank,
2. Mandatory contributions of all unit A members at the rate of one (1) per year until a balance of five hundred (500) days is reached,
3. The requirement that newly hired teachers contribute one (1) day to the bank,
4. Teachers become eligible to withdraw from the sick leave bank after ten (10) months of service as a member of Unit A,
5. Appropriate official medical documentation must be provided, and
6. A cap of forty-five (45) days per year per teacher is established.

**Article XVII**  
PARENTAL LEAVE

A.) Parental leave of absence of up to one hundred eighty (180) work days will be granted to teachers who have accrued two (2) years of continuous service in the East Longmeadow Public Schools. Notice of leave will specify the date of return. When possible, notice of such leave shall be made at least thirty (30) days prior to the date of its commencement. The employee may use up to sixty (60) days of paid leave while out, however, is not required to do so. The remainder of this leave will be unpaid.

During any period of leave in which the FMLA is applicable the Town will continue to pay its share of the premiums for the employee's insurance benefit elections. The employee will be responsible to pay his or her share of the premiums.

Upon expiration of the leave entitlements under the FMLA, the employee will be entitled to an additional sixty (60) days of leave during which the Town will continue to pay its share of the premiums for the employee's insurance benefit elections. The employee will continue to be responsible to pay his or her share of the premiums.

The remaining balance of the parental leave will be unpaid and the employee will be responsible for 100% of the premiums for the employee's insurance benefits.

B.) Such sick leave benefits shall not apply except during periods when the East Longmeadow Schools are in session, and a teacher is actually absent from work. The accrued Leave with Pay benefits in the context of this clause will be confined to the period prior to and immediately following childbirth and/or the adoption of a child. The leave may be terminated prior to its expiration under usual circumstances with at least thirty (30) days notification by the teacher to the Superintendent of Schools and written approval of the attending physician. A teacher will be returned to the position she/he held prior to a leave of absence if such leave was for one (1) year or less (strict calendar dates to be used.) If the teacher has completed one-half (1/2) or more of the teaching year before her/his leave commences, the year will be counted for increment purpose of this contract if the teacher returns to the system.

**Article XVIII**  
LEAVES OF ABSENCE WITHOUT PAY

The Committee and the Association recognize that there are certain circumstances beyond the control of a teacher or circumstances where a professional person wishes to participate in an

educational activity other than teaching in the local schools, which justify a leave of absence without pay, especially since it is to advantage of the East Longmeadow Public Schools to have successful teachers remain in the system. The Committee and the Association further recognize that it is extremely difficult to employ qualified teaching personnel willing to work on a substitute or temporary basis, especially if the term of employment is indefinite. Both parties, therefore, agree that extended leaves must be under such terms and conditions as will enable the Committee to be fair to both the regular teacher and the temporary teacher without endangering the quality of education. These terms and conditions are as follows:

- A. Unless stated otherwise, requests for leave of absence by the teacher and response by the Committee shall be in writing. The teacher's request should be submitted as far in advance as possible.
- B. Unless stated otherwise, no increment, sick leave, or credit toward tenure will accrue during the leave period except that if a teacher has taught for more than one-half (1/2) of a school year, during the year the leave commenced it will be counted for increment purposes.
- C. Teachers on extended leave (one year) under this section shall notify the School Committee by April 15th of the school year in which the leave expires of their intention to return to otherwise. Failure of a teacher on leave with a definite termination date to give the above notice of availability shall constitute a resignation.
- D. A teacher will be returned to the position she/he held prior to a leave of absence if such leave was for one year or less. (Strict calendar dates will be used.)
- E. Teachers requesting or on such leave will keep the Committee fully informed of their status, especially where a change in plans is anticipated. In the case of leaves involving health, the Committee has the right to require periodic medical verification of the need for continued leave.
- F. Any leaves granted to non-tenure teachers may be limited to the period of the contract with the teacher and any such leave does not preclude the Committee considering said teacher's reappointment at the same time and in the same manner as other non-tenure teachers.
- G. Additional leaves of absences may be granted by the Committee. Specified leaves under this section are as follows:
  - 1. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for up to one year in order to recover from such illness, ordinary short-term leaves of a day at a time, or a consecutive number of days not exceeding fifteen (15). Under this provision during which the teacher has communicated with the Superintendent or his/her designee does not need to be applied for or confirmed in writing. A period of leave under the above exceeding fifty (50) percent of the number of work days in the year will result in loss of the increment. Teachers may appeal decisions made by the Superintendent to the School Committee.
  - 2. Military leave is at the present time determined by law. However, in the absence of such law, any teacher who is drafted or enlists in any branch of the armed forces of the United States will be given extended leave for the period during which he/she is required to serve or one (1) term of enlistment provided he/she indicates his/her availability for re-employment within six months of terminating his/her military services as defined above. A



teacher serving military duty will, on return, be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

3. A professional status teacher may be granted a leave of absence for up to one (1) year for health reasons notwithstanding the fact that sick leave may still be available. This situation would differ from G. 1 in that the teacher presumably is not ill enough to prevent the possibility of continued teaching but rest and/or change of climate is necessary. Requests for such leave will be supported by appropriate medical evidence.
4. Professional status teachers may be given a leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the teacher's immediate family. A doctor's certificate may, from time to time, be required as to the necessity for continued leave. Teachers may appeal decisions made by the Superintendent to the School Committee.

H.) Teachers may be permitted, with the approval of the Superintendent, to attend summer school sessions prior to the close of school year if arrangements are made to complete end-of-the-year records and if the number of requests is not excessive.

I.) The Committee and the Association acknowledge and agree that leaves of absence, including requests for time off without pay, for any one or more days, shall not be granted for any reason except as specifically enumerated in sections A through H herein. Any other reason that the superintendent, in his/her sole discretion approves shall be in writing in advance of the requested leave. The decision of the Superintendent shall be final and shall not be grieved.

J.) If the reason for seeking a leave of absence is for employment in another private school, public school, or business setting, the denial of such requests will not be subject to the grievance arbitration provision of this contract and the actions of the superintendent and/or School Committee will be final.

### **Article XIX**

#### **EDUCATIONAL DEVELOPMENT AND IMPROVEMENT**

- A. The Superintendent may authorize the attendance of teachers at workshops, seminars, conferences or other professional improvement sessions. This approval shall be with or without pay and may be with or without partial or full payment.
- B. The Committee has provided certain sums in the budget for the purpose of purchasing on an annual basis textbooks and materials to supplement a professional library for teachers. The suggestions of the Association and/or individual teachers relative to which material should be purchased are welcomed. The building staff development representative will monitor the professional libraries.
- C. The Association and the School Committee recognize the need for professional improvement activities in the system. Funds will be included in the budget for summer workshops and other professional activities. The teachers and the administration subject to approval by the Superintendent will develop such activities. Compensation will be at the teacher's professional rate. A staff member who volunteers to teach an in-service course, whether that course is scheduled during or beyond the regular teacher work day or work year will be compensated at the rate of 1.5 (one and one-half) times the point rate currently in effect, for each hour of presentation. If an in-service course is scheduled beyond the regular teacher work day/ work year, additional compensation may be paid as per the discretion of the building administration, the building professional development committee, and the individual staff member presenting.

D. Effective September 1, 2000, Approved Service Credits will no longer be awarded; teachers will continue to receive compensation for all Approved Service Credits earned as of August 31, 2000, at the rate in effect on that date.

E. Nurses will attend the two district professional development days

F. Committees:

1. Teachers who serve on approved committees will be compensated at the rate of \$25.00 per hour.
2. A posting for committee openings shall be made at each school and shall include the number of positions, a statement of goals, the approximate number of hours of participation required and the approximate duration of the committee. The positions shall be posted ten (10) days prior to being filled.
3. All committees and their particulars are subject to: 1) review by the Association; and 2) approval by the Superintendent. A similar method as with study grants shall be followed.
4. If interest in a particular committee is greater than required, the Superintendent may make specific selections based upon the nature of the committee charge.
5. Payment of Committee Credits will not ordinarily be made for committees that meet for a total of less than ten (10) hours; service on committees that meet more than a total of ten (10) hours will be compensated at the rate of one (1) committee credit per hour per each hour of meeting time.

a. Committees that meet 0-10 hours = 0 CC's.

b. Committees that meet 11 or more hours = 1 CC per hour.

Payment of Committee Credits (CC) shall be based upon committee work on the agreed-upon list of committees approved for compensation as of August 10, 1999 which is appended as Appendix F of this Agreement; future approval of committee work will be consistent with that list.

6. The Superintendent shall appoint the chairperson of a committee. If the chairperson is to be a teacher, the Superintendent will include this fact in the committee posting. The chair will be responsible for recording the attendance of each member. Such record shall be given to the Superintendent for Committee Credit (CC) determination. The chair will be given one (1) extra CC payment per four (4) committee meetings for his/her participation and record keeping. Thus, the scale for chairing a committee is 4:1.
7. Those teachers who hold a department head position and the incumbent Director of Curriculum and Instruction shall, in general, not be given payment for chairing committees within their domain of responsibility, but will receive credit as a committee member only, provided that hours of committee work may not be included in the calculation of hours required for said department head positions and incumbent Director Curriculum and Instruction. Exceptions may be made by agreement of the Association and Superintendent.
8. Eligibility for CC payment shall be based at least upon active participation in no less than eighty (80%) percent of committee meetings. Such shall be noted in the required posting.

G.) Except for those already approved as August 31, 2000, Professional Advancement Credits (PADS) are no longer recognized. Teachers receiving approved PADS will continue to be compensated at the rate in effect on August 31, 2000.

**Article XX**  
SUPPORT OF PROFESSIONAL IMPROVEMENT

The Committee agrees that it will provide funds, based on the favorable recommendation of the Superintendent, for opportunities consistent with the mission statement and the intent of the Education Reform Act of 1993. These opportunities will include those related to re-certification as required by statute, tuition reimbursement, study and research grants. Some offerings will be developed under the direction of the coordinator of staff development by the staff development steering committee and subject to the approval of the Superintendent

A.) Locally developed options related to re-certification as required by statute will be offered at no cost to the teacher. The teacher may be required to pay for registration or licensing fees assessed by the Commonwealth or an independent body such as the American Red Cross or other organization that grants certificates.

1. The East Longmeadow School Committee will pay up to \$650.00 per year (July 1 - June 30) toward individual courses for credit, workshops and other activities supporting the recertification of each teacher that are approved in advance by the Superintendent of Schools. The teacher requesting said reimbursement shall request approval at least five (5) days prior to the expected date of the course or workshop and will provide sufficient information to the building principal for his/her review. Approved activities should directly relate to the recertification of the teacher and the needs of the East Longmeadow schools.
  2. The \$650.00 shall be used for all expenses related to professional development, excluding the cost for a substitute teacher. The School Committee and the ELEA understand that no reimbursement shall occur for mileage between work/home to professional development activities for after school hours/evening/weekend multi-sessions courses and seminars. Other mileage expenses, directly related to professional development may be reimbursed from the \$650.00. Additionally, required textbooks and materials may be reimbursed from the \$650.00.
- B. Study research grants that are not only beneficial to the individual but are expected to have a salutary effect on the East Longmeadow school system are allowed under the following:
1. Study Grants of from one (1) to four (4) weeks will be available for seminars, workshops or research projects and may be initiated by either the teacher or the administration. Other time periods may be approved by the Superintendent.
  2. Teachers must indicate on their applications the amount of money requested. The study grant will be subject to prior approval by the School Committee and paid upon submission of evidence of successful completion of the seminar, workshop, or research project. It is understood that Article V Section D will not apply in this situation.
  3. Rights to any material developed is retained by the School Committee. Applications for such grants will be made to the Superintendent thirty (30) days prior to the scheduled date of the seminar or workshop. The thirty (30) day limit may be waived by the Superintendent. Study grants will be available for summer study as well as during the academic year.

4. In order to assist in making decisions as to which teachers should be granted a study grant, the Association will establish or designate an existing committee to review the information submitted and make a recommendation to the Superintendent as to the validity and priority of the requests.
5. School Committee approval for the above is necessary. School Committee approval will not be withheld arbitrarily or capriciously.

**Article XXI**  
PERSONAL INJURY

Whenever a teacher is absent from school as a result of personal injury occurring in the course of his/her employment, he/she is entitled to Worker's Compensation in accordance with Massachusetts General Laws Chapter 152. The teacher will be paid the difference between any Worker's Compensation wage payment and his/her regular salary to the extent of his/her Leave with Pay account. The number of days charged to his/her Leave with pay account in such circumstances will be the proportion that the amount of sick leave actually paid bears to the full salary for a given period.

**Article XXII**  
FAIR SHARE

**Fair Share Fee**

Commencing on the first day of school, 1987-88 school year, all members of the bargaining unit who are not members of the Association shall be required to pay the fair share fee. The East Longmeadow Education Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be responsible for the implementation, collection, or enforcement of the fair share fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against an employee as a result of this agency service fee agreement, including but not limited to any legal expenses incurred.

In the event of conscientious objection to payment of the fair share fee, a member of the bargaining unit may pay the amount of the fee to a scholarship fund to be set up by the East Longmeadow Education Association for recent student graduates from East Longmeadow High School.

**Article XXIII**  
PROTECTION

- A. Teachers will immediately report all cases of assault and/or battery allegedly suffered by them or allegedly committed by them in connection with their employment to the Superintendent of Schools in writing.
- B. This report will be forwarded to the Superintendent. The Superintendent will comply with any reasonable request from the teacher for information in his/her possession relating to the incident or the persons involved consistent with state and federal laws regarding confidentiality and privilege. The Committee and Superintendent will act in appropriate ways as liaison between the teacher, the police, and the courts.

**Article XXIV**  
INSURANCE AND ANNUITY PLAN

- A. The Committee will, upon request of the Association, give due consideration to any plan of insurance.
- B. Fifty (50%) percent of the cost of a term life insurance plan of the type presently available to teachers will be paid for each enrolled teacher.
- C. Teachers will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
- D. The Committee agrees to make the necessary changes in its payroll procedures to allow employee contributions to health insurance and group term life insurance to be paid with pre-tax earnings - the so called basic Cafeteria Plan.
- E. Health Insurance:

For the fiscal year beginning July 1, 1992, and thereafter, fifty (50%) percent of the cost of the individual or family coverage for the indemnified health insurance plan of the type presently available to teachers (the so called mirrored BC/BS master health Plus Plan) will be paid for each enrolled teacher; seventy (70%) percent of the cost of the individual or family coverage of the HMO's will be paid for each enrolled teacher.

Notwithstanding the above paragraph, it is agreed that the 70/30 cost sharing for the HMO's will not be implemented unless the cafeteria plan referred to in Section D above is implemented and further agrees not to implement the 70/30 cost sharing for HMO's until said cafeteria plan is in place for unit members.

**Article XXV**  
SALARY DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of its employees dues for the East Longmeadow Education Association - Massachusetts Teachers Association or the National Education Association, or any one of said Associations as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the moneys promptly to said Association provided the Association has complied with the provisions of the State Law relating to such procedure. The East Longmeadow Education Association shall be responsible for submitting to the office of the Superintendent, in ample time for any necessary action to be taken, completed authorization in the following form:

**"DUES AUTHORIZATION CARD"**

I hereby authorize the East Longmeadow School Committee to deduct annually the current dues of my local, state, and national teacher associations. The specific amount of the current dues of each association shall be certified to the Committee by my local treasurer on or before September 15<sup>th</sup> of each year.

The deductions shall be made in accordance with the Agreement between the East Longmeadow Education Association and the East Longmeadow School Committee.

The Treasurer of the City, Town, or District shall transmit the dues to my Local Association Treasurer who shall be bonded.

I understand that I must give at least sixty (60) days' notice to the Committee to withdraw this authorization for a subsequent school year.

- B. Regular payroll deduction or reductions will be made for the Town plan of health insurance, tax-sheltered annuities, MTA Credit Union, and Massachusetts Teachers Association disability plan. Details will be as established by the School Committee and Town Treasurer's office, but insofar as possible, equal amount of money will be taken from each paycheck. The time and amounts will as nearly as possible conform with the request of the Association but will be subject to minor changes at the request of the Town Treasurer if such changes are necessary in order to operate properly under the Town accounting system.

**Article XXVI**  
**TEXTBOOKS**

- A. The Committee will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use. The Committee will make an effort to provide adequate supplemental materials. The Committee will not be in violation of this clause if the failure is temporary, due to unforeseen increases in enrollment; the textbooks are out of print, delays in shipment and delivery, or other such cases beyond their control. It is also recognized that some textbooks are supplemental in nature or are used only occasionally (i.e., a novel or play) in which case the Association recognizes that not every pupil who might use the book during the course of the year will have his/her own copy.
- B. Recognizing the professional competence and skills of the staff in relation to textbook selection, the Association and the School Committee agree that the selection of textbooks to be used in the schools shall continue to be cooperatively arrived at through joint consultation among teachers and administration.

**Article XXVII**  
**PROFESSIONAL BEHAVIOR AND RESPONSIBILITY**

- A. The Committee and the Association recognize that abuses of sick leave and other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations or discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

They further recognize the Code of Ethics of the Education profession which is incorporated herein by reference, as defining acceptable criteria of professional behavior. Breaches of discipline of the Code of Ethics shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher under the Code of Ethics.

- B. The Committee and the Association acknowledge that the primary responsibility of a teacher is to instruct to the best of the teacher's ability. Employment of a teacher by any person or firm other than the Town of East Longmeadow is permissible to the extent that such employment in no way conflicts with the teacher's regularly scheduled hours of municipal employment, or impairs the performance of the teacher's regularly

assigned duties. Self-employment shall be considered subject to the provision of this Article.

- C. Adverse comments between staff members or regarding staff members should be handled with discretion and not in the presence of pupils, parents, or other staff members.

**Article XXVIII**  
**FINAL YEAR COMPENSATION FOR ELIGIBLE EMPLOYEES**

A professional employee covered by this Agreement who has been employed by the East Longmeadow School Committee for twenty (20) or more years, and who retires at the end of June in a given school year, will be eligible for the following one-time payment; payment received on or before July 30<sup>th</sup> of the year in which retirement takes place with the employee's option to defer payment until January 30<sup>th</sup> of the following calendar year, according to the following formula:

Subtract Masters Step M3 from teacher's final year salary and pay:

|      |                                   |                   |
|------|-----------------------------------|-------------------|
| 100% | of above stated difference at age | 55                |
| 90%  | of above stated difference at age | 56                |
| 80%  | of above stated difference at age | 57                |
| 70%  | of above stated difference at age | 58                |
| 60%  | of above stated difference at age | 59                |
| 50%  | of above stated difference at age | 60                |
| 40%  | of above stated difference at age | 61                |
| 30%  | of above stated difference at age | 62 years or older |

he calculation for the teacher's final year salary shall include the base salary according to the Salary Schedule, ASCs, PADs, longevity. Additionally, the final year compensation will be increased by seven percent of the sum of any Appendix B stipends earned in a teacher's final three years.

**A. Procedure:**

1. In order to qualify for the benefit stated above, the teacher intending to retire must give twelve (12) months' notice in writing to the School Committee which may be waived in special circumstances. The twelve (12) months shall be measured from June 30 of the school year in which retirement actually takes place.

A teacher's letter (notice) must include a letter of resignation effective (date certain). The effect of this letter (notice) of resignation is to resign from East Longmeadow at a fixed time. Once the letter (notice) is accepted, the East Longmeadow School Committee has no further obligation to employ the teacher after the date of resignation.

2. Retirement for the purpose of this Article shall mean actual collecting of a retirement benefit from the Massachusetts Teachers Retirement System immediately following the actual date of retirement from the East Longmeadow Public Schools.

3. The above separation benefit shall not be awarded if said teacher retires during the work year as defined in Article VI, herein, except when said separation results from illness or upon the written consent of the Committee.

**B. Sick Leave Buy Back**

1. Teachers who retire shall be compensated up to 180 days of sick leave accumulation at the rate of \$20.00 per day.

**Article XXIX  
DRUG FREE WORKPLACE ACT**

Pursuant to the Drug-Free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated there under, the East Longmeadow School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.

1. The Committee hereby notifies all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace - on school property, or as a part of school activities.
2. As a condition of employment, all employees of the East Longmeadow Public Schools shall:
  - a) Notify the Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction; and
  - b) Within thirty (30) calendar days of giving notice under paragraph (2), above, any employee so convicted for a violation of a criminal drug statute occurring in the workplace shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
3. During the course of participation in a program under Paragraph 2. (b), above, the employee shall be considered on voluntary leave of absence without pay.
4. Any employee who is so convicted and who satisfactorily participates and completes an approved drug abuse assistance or rehabilitation program shall forthwith be restored to his/her former employment position.
5. An employee who is so convicted and who does not satisfactorily participate and complete an approved drug abuse assistance or rehabilitation program shall be terminated from his or her employment by the Committee for failure to satisfactorily participate and complete said program.
6. Based upon reasonable suspicion, the Committee shall notify local, state, or federal law enforcement authorities, of any unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance by any employee in the workplace.
7. The Committee shall provide the School Business Manager and President of the Association with information regarding drug abuse assistance or rehabilitation



programs approved by federal, state, or local health, law enforcement, or other appropriate agency.

**Article XXX**  
NON-DISCRIMINATION

It is the policy of the East Longmeadow Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the East Longmeadow Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, handicap, or sexual orientation.

Further, it is the policy of the East Longmeadow Public Schools to not permit unlawful discrimination on the basis of sex, including, but not be limited to, sexual harassment as defined pursuant to Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and M.G.L. chapter 151B, § 1 (18). Sexual harassment is also prohibited in the workplace by M.G.L. chapter 151A, § 25. All persons have the right to be free from sexual harassment (M.G.L. chapter 214, §1); therefore, sexual harassment in any form is strictly forbidden in school, on school grounds, or at school-related activities.

**Article XXXI**  
JOINT COMMITTEES

Joint work Committees of the School Committee & East Longmeadow Education Association – Unit A.

- A. A.The formation and implementation of a School Committee/ Association Collaborative Decision Committee that meets monthly to develop proposals to address mutual areas of concern, including, but not limited to; school calendar, staff recognition, grade level meetings, and such.
- B. B.The parties agree that the 30-day period to file a grievance will not commence until after the Superintendent has rendered a decision and will pertain to the following joint committees:
  - District Teacher Evaluation Implementation Committee
  - ELPS Academic Coaching Model Panel
- C. It is agreed upon that a joint committee of ELPS and ELEA representatives will review the current model for department heads in the District and work to provide some possible revisions to the model to better meet the needs of the District. The first priority will be to review the K-5 Department Head model.**
- D. It is agreed upon that a joint committee of ELPS and ELEA representatives will review the process to be utilized in the years approaching the ten-year evaluation by the New England Association of Schools and Colleges.
- E. It is agreed upon that a joint committee of ELPS and ELEA representatives will review the current ELHS and BPMS extracurricular offerings as per current practice.**

**F. It is agreed upon that a joint committee of ELPS and ELEA representatives will review the Meadow Brook preparation times with regard to equity with Mapleshade and Mountain View.**

**G. It is agreed upon that a joint committee of ELPS and ELEA representatives will review the ELHS Spartan Block and preparation time issues.**

**H. It is agreed upon that a joint committee of ELPS and ELEA representatives will review the idea of Implementing "Blizzard Bags" for snow days**

**Article XXXII**  
**MENTORING PROGRAM**

The parties agree to implement the new "Induction & Mentoring Program for New/Beginning Teachers" approved at the School Committee meeting on March 14, 2017. The new program would begin in the school year 2017 - 2018 school year as developed jointly between ELPS and the ELEA.

Furthermore, the parties agree to the following Mentor Compensation:

- Mentor training during summer (scheduled after consultation with the ELEA): \$125/day  
(no more than 3 consecutive days in the summer)
  
- New Staff Orientation Day - at least 1/2 day \$125/day  
\$62.50/half day
  
- Stipend for mentor for 1 school year\* \$500/year

\*Responsibilities and duties outlined in the "Induction & Mentoring Program for New/Beginning Teachers."

**Article XXXIII**  
**DURATION**

A. This Agreement will become effective as of **September 1, 2018**, and will continue in effect to and including **August 31, 2021**.

B. Not later than **November 1, 2020** the parties will enter into negotiations for a successor agreement to become effective **September 1, 2021**. **If negotiations for a successor agreement are not completed by September 1, 2021, the provisions of this agreement will remain in full force and effect until the successor agreement is ratified and executed by the parties.**

**APPENDIX A**  
**TEACHER'S SALARY SCHEDULE**

**The columns in the salary schedule were changed with the following additions based on the Memorandum of Understanding between the East Longmeadow Education Association and the East Longmeadow School Committee dated April 28, 2014:**

- A column for Masters +60 has been added that is equal to the CAGS salary figures.
- Employees will no longer be placed in the CAGS column.
- Current CAGS employees will be grandfathered at the CAGS level. Teachers who are enrolled in an accredited CAGS program by (April 4, 2014) would also be grandfathered. An acceptance letter to an accredited program **and** a grade transcript showing the successful completion of one CAGS course will be needed.
- The PHD column is now combined with Masters+75. Teachers who were enrolled in a PHD program prior to September 1, 2013 should meet with the Superintendent to seek approval
- All employees currently placed in the CAGS column going forward will need to earn an additional 30 credits in order to move to the Masters+75 column.
- As of September 1, 2013 if Unit A member had the credits to move from M+45 to M+60, this move will be granted for the 2014 – 2015 school year.
- All other moves will begin at the start of the school year 2015 – 2016.

|    | 2018-2019 1.75% |        |        |        |        |        |          |         |
|----|-----------------|--------|--------|--------|--------|--------|----------|---------|
|    | B               | B15    | M      | M15    | M30    | M45/2M | CAGS/M60 | PHD/M75 |
| 1  | 45,620          | 47,363 | 49,108 | 50,178 | 51,375 | 52,509 | 53,644   | 54,951  |
| 2  | 47,537          | 49,280 | 51,199 | 52,334 | 53,467 | 54,602 | 56,689   | 57,131  |
| 3  | 49,456          | 51,199 | 53,296 | 54,423 | 55,561 | 56,696 | 57,828   | 59,312  |
| 4  | 51,375          | 53,127 | 55,387 | 56,520 | 57,654 | 58,789 | 59,922   | 61,492  |
| 5  | 53,296          | 55,091 | 57,481 | 58,612 | 59,746 | 60,882 | 62,014   | 63,672  |
| 6  | 55,213          | 57,095 | 59,573 | 60,706 | 61,844 | 62,976 | 64,110   | 65,853  |
| 7  | 57,131          | 59,103 | 61,667 | 62,798 | 63,937 | 65,069 | 66,203   | 68,034  |
| 8  | 59,052          | 61,066 | 63,759 | 64,893 | 66,030 | 67,161 | 68,296   | 70,216  |
| 9  | 60,619          | 62,742 | 65,853 | 66,988 | 68,122 | 69,256 | 70,389   | 72,395  |
| 10 | 61,579          | 63,596 | 67,946 | 69,081 | 70,216 | 71,346 | 72,483   | 74,574  |
| 11 | 63,129          | 65,194 | 70,039 | 71,175 | 72,308 | 73,444 | 74,574   | 76,757  |
| 12 | 65,678          | 67,828 | 72,658 | 73,835 | 75,055 | 76,232 | 77,412   | 78,939  |
| 13 |                 |        | 74,485 | 75,693 | 76,945 | 78,150 | 79,359   | 80,922  |
| 14 |                 |        | 77,493 | 78,749 | 80,053 | 81,305 | 82,562   | 84,189  |

| 2019-2020 1.5% |        |        |        |        |        |        |          |         |
|----------------|--------|--------|--------|--------|--------|--------|----------|---------|
|                | B      | B15    | M      | M15    | M30    | M45/2M | CAGS/M60 | PHD/M75 |
| 1              | 46,304 | 48,073 | 49,844 | 50,931 | 52,145 | 53,297 | 54,448   | 55,775  |
| 2              | 48,250 | 50,019 | 51,967 | 53,119 | 54,269 | 55,421 | 57,539   | 57,988  |
| 3              | 50,197 | 51,967 | 54,095 | 55,239 | 56,394 | 57,547 | 58,695   | 60,202  |
| 4              | 52,145 | 53,924 | 56,217 | 57,368 | 58,518 | 59,671 | 60,820   | 62,414  |
| 5              | 54,095 | 55,917 | 58,343 | 59,491 | 60,642 | 61,795 | 62,944   | 64,627  |
| 6              | 56,041 | 57,951 | 60,466 | 61,617 | 62,771 | 63,921 | 65,071   | 66,840  |
| 7              | 57,988 | 59,989 | 62,592 | 63,740 | 64,896 | 66,045 | 67,196   | 69,055  |
| 8              | 59,937 | 61,982 | 64,715 | 65,866 | 67,020 | 68,169 | 69,320   | 71,269  |
| 9              | 61,528 | 63,683 | 66,840 | 67,993 | 69,143 | 70,295 | 71,444   | 73,481  |
| 10             | 62,503 | 64,550 | 68,965 | 70,117 | 71,269 | 72,416 | 73,570   | 75,692  |
| 11             | 64,076 | 66,172 | 71,089 | 72,243 | 73,392 | 74,546 | 75,692   | 77,909  |
| 12             | 66,663 | 68,845 | 73,748 | 74,942 | 76,181 | 77,376 | 78,574   | 80,123  |
| 13             |        |        | 75,602 | 76,828 | 78,100 | 79,322 | 80,549   | 82,136  |
| 14             |        |        | 78,655 | 79,931 | 81,254 | 82,525 | 83,800   | 85,452  |

| 2020-2021 1.5% |        |        |        |        |        |        |          |         |
|----------------|--------|--------|--------|--------|--------|--------|----------|---------|
|                | B      | B15    | M      | M15    | M30    | M45/2M | CAGS/M60 | PHD/M75 |
| 1              | 46,998 | 48,794 | 50,592 | 51,695 | 52,927 | 54,096 | 55,265   | 56,612  |
| 2              | 48,973 | 50,769 | 52,746 | 53,916 | 55,083 | 56,252 | 58,402   | 58,857  |
| 3              | 50,950 | 52,746 | 54,906 | 56,068 | 57,240 | 58,410 | 59,575   | 61,105  |
| 4              | 52,927 | 54,732 | 57,061 | 58,228 | 59,396 | 60,566 | 61,733   | 63,350  |
| 5              | 54,906 | 56,756 | 59,218 | 60,384 | 61,551 | 62,722 | 63,888   | 65,597  |
| 6              | 56,881 | 58,821 | 61,373 | 62,541 | 63,713 | 64,880 | 66,047   | 67,843  |
| 7              | 58,857 | 60,889 | 63,530 | 64,696 | 65,869 | 67,036 | 68,204   | 70,090  |
| 8              | 60,836 | 62,912 | 65,686 | 66,854 | 68,025 | 69,191 | 70,360   | 72,338  |
| 9              | 62,451 | 64,638 | 67,843 | 69,013 | 70,181 | 71,349 | 72,516   | 74,583  |
| 10             | 63,440 | 65,518 | 69,999 | 71,169 | 72,338 | 73,503 | 74,673   | 76,828  |
| 11             | 65,037 | 67,165 | 72,156 | 73,326 | 74,493 | 75,664 | 76,828   | 79,077  |
| 12             | 67,663 | 69,878 | 74,854 | 76,067 | 77,323 | 78,536 | 79,752   | 81,325  |
| 13             |        |        | 76,736 | 77,981 | 79,271 | 80,512 | 81,758   | 83,368  |
| 14             |        |        | 79,835 | 81,130 | 82,472 | 83,763 | 85,057   | 86,734  |

One full professional development day for Unit A members will be added beginning in the 2017-2018 school year. This professional development day will make the total of three full professional development days during the school year (183 work days). Only one of the full professional development days, the ELPS Convocation Day, will be scheduled in the months of August or September.

Columns B and B+15 will be capped at Step 6 for all Unit A employees hired July 1, 2017 or after.

Teachers with cumulative service in the East Longmeadow Public Schools are eligible for longevity stipends based on the following table:

**Longevity in the East Longmeadow Public Schools is defined as time spent in an instructional capacity supporting students in the School District.**

|                                       | 2018-2019         | 2019-2020         | 2020-2021         |
|---------------------------------------|-------------------|-------------------|-------------------|
| <b>Fifteen (15) or more years</b>     | <b>\$2,000.00</b> | <b>\$2,000.00</b> | <b>\$2,000.00</b> |
| <b>Twenty (20) or more years</b>      | <b>\$2,500.00</b> | <b>\$2,500.00</b> | <b>\$2,500.00</b> |
| <b>Twenty-five (25) or more years</b> | <b>\$3,100.00</b> | <b>\$3,100.00</b> | <b>\$3,100.00</b> |
| <b>Thirty (30) or more years</b>      | <b>\$3,650.00</b> | <b>\$3,650.00</b> | <b>\$3,650.00</b> |

A. Placement of teachers will be handled as follows:

The parties agree to continue the long-standing practice of horizontal movement in the salary scale being based solely on credits accrued after the date on which the employee was placed in the current salary column. The initial salary of a full-time teacher without experience is the minimum of the salary in a recognized column for which the teacher is professionally qualified following the aforementioned guidelines. Notwithstanding the above, if a teacher is hired in an area in which the Superintendent determines there is a shortage of qualified teachers, the Superintendent may modify, up or down, after consultation with the Association up to three (3) steps to inexperienced new hires or waive the above restrictions for experienced new hires.

B. Vertical movement on the salary schedule is not automatic. In order to receive an increment, satisfactory professional performance is necessary. In case of unsatisfactory performance, the supervisor will bring the nature of this deficiency to the attention of the teacher and will provide assistance toward improvement.

A teacher who is placed on a formal **Improvement Plans** will not move vertically (no pay increase) on the salary scale until satisfactory improvement is demonstrated. **Improvement Plans** will be reassessed in 60 school day intervals or less during a formal meeting between the teacher and building administrator. An ELEA faculty representative will have the right to attend all meetings. If and when a teacher is released from a **Improvement Plans**, he or she will be placed on the appropriate step effective that day (new rate of pay as of that day.)

C. Credits:

1. Credits are defined as those courses offered by an accredited higher education Institution – post baccalaureate (after Bachelor’s Degree) that are job related (education fields) and DESE licensure related.
2. All credits earned by members will be documented via official transcripts. NO prior approval is necessary, except for undergraduate courses, which shall be pre-approved by the Superintendent. Unit A members entering a master’s program or a PHD program shall seek pre-approval from the building principal prior to enrolling in the first course of the program.
3. Teachers requesting reimbursement for any credit courses shall request, as per article XX, prior approval of reimbursement.
4. All higher education institutions must be nationally/regionally accredited.

5. Changes in salary status, brought about by degrees or credits received will be made only by the first day of classes for that year. All staff will submit the required transcript with a passing grade for changes in salary brought about by degrees or credits by the first day of classes of the new school year. Any member who takes summer courses will notify central office in writing so that a November 1 extension will be granted and shall be retroactive for that school year.
  6. All credits earned beyond a bachelor degree for new employees will be recognized upon transcript review by the Superintendent at the time of employment.
- D. Teachers entering or leaving the system during the year will be paid an amount which the actual number of days worked or to be worked bears to the total number of scheduled work days in the year multiplied by the teacher's annual salary. In the case of teachers leaving the system, any sick leave advanced beyond one and one-half (1 ½) days per month for the current year will be deducted before the final payment.

**APPENDIX B**  
**EXTRA DUTY STIPENDS AND RATES**

- A. Extra compensation for department heads, coaches, and other persons filling positions listed below shall be considered part of this Agreement. The descriptions and duties of these positions are incorporated into this Agreement by reference. Compensation is set by salary table (department heads, athletic director, and coaches), "Point Rate" (activity advisors, and instructional and academic support programs, and summer reading committee), and "Hourly Rate" (\*BP homework room, \*HS & \*BP Saturday suspension [four (4) hours supervision plus one (1) hour of administration], athletic event supervision, one-to-one tutoring, ticket takers, announces, and timers for games, faculty manager coverage for night games other than football, and athletic director coverage at athletic events with building administrator present, other than football and basketball). [\*Open on semester appointment basis.]
- B. The Committee shall make a good faith effort with respect to assigning no more than five (5) instructional periods per year to special area teachers at the middle level. If a sixth instructional period is assigned to a special area teacher at BPMS, which shall be the exception more than the rule, special area teachers shall receive an additional stipend as designated in the table below.

The Committee shall make a good faith effort with respect to assigning no more than five (5) instructional blocks per year to special area teachers at the high school level (art, music, physical education, family and consumer science, technology education, business, and health). If a sixth instructional block is assigned, which shall be the exception more than the rule, special area teachers shall receive an additional stipend as designated in the table below.

Sixth Instructional Period for Special Area Teachers

| Class Class Enrollment    | ELHS   | BPMS   |
|---------------------------|--------|--------|
| 0 - 150- 15 students      | \$2000 | \$1750 |
| 16 - 116 - 25 students    | \$2750 | \$2500 |
| 26 or 26 or more students | \$3050 | \$2800 |

The stipend will be based upon the teacher's section with the lowest enrollment of the six sections. The enrollment of a split B/C block at the high school will be combined. The date for determination will be after February 15<sup>th</sup> each school year.

**B. Department Heads**

|                                                | <b>2018-2021</b> |
|------------------------------------------------|------------------|
| Science 9-12                                   | \$3,426          |
| Math 9 -12                                     | \$3,426          |
| Lang. Arts/ Reading 9 - 12                     | \$3,426          |
| Social Studies 9 - 12                          | \$3,426          |
| Science 6-8                                    | \$2,597          |
| Math 6 - 8                                     | \$2,597          |
| Lang Arts/Reading 6 - 8                        | \$2,597          |
| Social Studies 6 - 8                           | \$2,597          |
| MS Grade 3                                     | \$2,132          |
| MS Grade 4                                     | \$2,132          |
| MS Grade 5                                     | \$2,132          |
| MV Grade 3                                     | \$2,132          |
| MV Grade 4                                     | \$2,132          |
| MV Grade 5                                     | \$2,132          |
| MB Grade PK/K                                  | \$3,553          |
| MB Grade 1                                     | \$3,553          |
| MB Grade 2                                     | \$3,553          |
| Foreign Language 9 - 12                        | \$2,965          |
| Health/FCS K - 12                              | \$3,529          |
| Fine Arts K - 12                               | \$4,303          |
| Business/Tech. Ed. (6-12)                      | \$3,529          |
| Physical Ed. (PK-5)                            | \$2,284          |
| *Sped TEAM Facilitator/Chair<br>* grant funded | \$3,395          |
| Physical Education (6-8)                       | \$1,142          |
| Physical Education (9-12)                      | \$1,523          |
| ELL Coordinator                                | \$761            |
| Foreign Language 6 - 8                         | \$1,176          |

The Head Nurse stipend will remain at a fixed stipend of \$10,000 and shall be **half** grant funded from the state nursing grant.

**C. Director of Guidance Services K - 12.** **2018-2021**  
\$4,855

**D. Site Tech/Web** **2018-2021**  
\$1,496

**F. Head Teacher (MB/MS/MV)** **2018-2021**  
\$1,443

**G. Coaches**

As of January 16, 2001, all coaching salaries in East Longmeadow Public Schools will adhere to the coaching stipends and steps listed in this section. All coaches will begin their tenure in the East Longmeadow school district by starting on step one (1) for their first year as a coach for East Longmeadow High School. At the sole discretion of the Superintendent, a coach may be placed at a high step. The decision of the Superintendent shall be final and binding.

| <b>2018-2021</b>                                             | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
|--------------------------------------------------------------|---------------|---------------|---------------|---------------|
| * Football Head                                              | \$4,416       | \$4,534       | \$4,782       | \$5,057       |
| Asst./JV, Frosh                                              | \$2,609       | \$2,741       | \$2,881       | \$3,040       |
| Frosh Asst                                                   | \$2,175       | \$2,290       | \$2,410       | \$2,522       |
| * Basketball/Hockey Head                                     | \$3,653       | \$3,844       | \$4,035       | \$4,243       |
| JV, Frosh                                                    | \$2,092       | \$2,240       | \$2,392       | \$2,542       |
| * Track and Field/Skiing/<br>Indoor Track/ Lacrosse Head (2) | \$3,056       | \$3,203       | \$3,355       | \$3,528       |
| Assistant                                                    | \$1,828       | \$1,918       | \$2,011       | \$2,108       |
| * Swimming/Wrestling Head                                    | \$3,006       | \$3,156       | \$3,305       | \$3,470       |
| Assistant                                                    | \$1,810       | \$1,899       | \$1,991       | \$2,092       |
| * Baseball/Softball/Soccer Head                              | \$2,915       | \$3,065       | \$3,210       | \$3,363       |
| JV, Frosh                                                    | \$1,745       | \$1,827       | \$1,908       | \$2,018       |
| *Field Hockey/Volleyball Head                                | \$2,522       | \$2,649       | \$2,773       | \$3,363       |
| JV, Frosh                                                    | \$1,513       | \$1,586       | \$1,661       | \$1,745       |
| * Golf/Tennis/Cross Country<br>Head/Cheerleading             | \$2,000       | \$2,103       | \$2,201       | \$2,325       |
| Assistant                                                    | \$1,196       | \$1,263       | \$1,328       | \$1,394       |

Coaching Bonus Pay for Play-Off Seasons:

Head Coaches and paid Assistant Coaches will receive an additional **10%** of their salary for qualifying for post-season tournament play measured **beyond** either the last regular season game or the Western Massachusetts Championships as outlined below:

| <u>Last Regular Season Game</u> | <u>Western Mass</u> |
|---------------------------------|---------------------|
| Football                        | Cross Country       |
| Soccer                          | Golf                |
| Volleyball                      | Wrestling           |
| Field Hockey                    | Skiing              |
| Basketball                      | Swimming            |
| Baseball                        | Track               |
| Softball                        |                     |
| Tennis                          |                     |
| Lacrosse                        |                     |

**H. Summer reading (fixed rate)**

Birchland Park Process:

**2018-2021**

First Payment December: 2 teachers @ \$595.11  
 Second Payment June: 2 teachers @ \$595.11



|                                    |                  |
|------------------------------------|------------------|
| <b>I.Hourly &amp; Point Rates:</b> | <b>2018-2021</b> |
| Hourly Rate:                       | <b>\$21.51</b>   |
| Point Rate:                        | <b>\$41.19</b>   |

**Point Position:**

**BPMS Clubs/Organizations: Points**

|                      |    |
|----------------------|----|
| 1. Dramatics         | 40 |
| 2. Student Council   | 40 |
| 3. BPMS Treasurer    | 65 |
| 4. BPMS Robotics     | 40 |
| 5. Instrum. Music    | 60 |
| 6. Vocal Music       | 30 |
| 7. Orchestra         | 30 |
| 8. Intramurals       | 75 |
| 9. Intramurals       | 20 |
| 10. TV Studio        | 30 |
| 11. Yearbook         | 40 |
| 12. Mathcounts       | 40 |
| 13. Future City Team | 30 |
| 14. Diversity Club   | 20 |
| 15. Art Club         | 20 |
| 16. Garden Club      | 20 |
| 17. Grade 8 Events   | 10 |

**Mapleshade and Mountain View**

|                  |      |
|------------------|------|
| Academic Support | 37.5 |
|------------------|------|

**(one each school)**

|                       |    |
|-----------------------|----|
| Fifth Grade Vocal     | 15 |
| Fifth Grade Orchestra | 15 |

**100 points have been allotted for each school to distribute for after school programming. Each school will determine how to best utilize the points.**

**ELHS Clubs/ Organizations: Points**

|                       |     |
|-----------------------|-----|
| 1. Debate             | 45  |
| 2. Drama              | 40  |
| 3. Instrum. Music     | 130 |
| 4. Vocal Music        | 60  |
| 5. Honor Society      | 20  |
| 6. School Match Wits  | 30  |
| 7. Student Council    | 40  |
| 8. Activity Treasurer | 80  |
| 9. Yearbook Bus. Mgr. | 50  |
| 10. Class Advisors:   |     |
| Senior (2)            | 55  |
| Junior (1)            | 20  |
| Soph (1)              | 20  |
| Fresh (1)             | 20  |
| 11. Newspaper         | 60  |

|                         |    |
|-------------------------|----|
| 12. Spartanum (2)       | 50 |
| 13. Math Team           | 35 |
| 14. Key Club            | 40 |
| 15. Literary Magazine   | 15 |
| 16. Science Team        | 35 |
| 17. Foreign Lang. 2@    | 15 |
| 18. EAC Environment     | 30 |
| 19. Work Study          | 30 |
| 20. Business Club       | 15 |
| 21. COPE                | 20 |
| 22. GSA                 | 20 |
| 23. Multi-Cultural Club | 30 |
| 24. Model Congress      | 25 |

**APPENDIX C**  
EVALUATION PROCEDURES

All personnel serving in positions listed in the "Recognition Clause" of the current collective bargaining agreement between the East Longmeadow Education Association (ELEA) and the East Longmeadow School Committee (ELSC) are subject to the procedure outlined below. This procedure together with the attached forms represent the evaluation instrument and process cited in Article XIII of the Agreement.

1. All evaluation activity will be conducted in a manner that reflects the spirit and intent of Article XIII of the Agreement and in compliance with all applicable federal and state statutes and regulations. System-wide evaluation procedures will be consistent, fair, and equitable.
2. All dates and deadlines in these procedures will be adhered to except in the case of extraordinary circumstances. Extraordinary circumstances will be documented in writing and signed by both parties.
3. Please refer to Appendix I for the adopted state regulations governing teacher evaluation. Any teacher evaluation issues not addressed in Appendix C or Appendix I will be first referred to the District Teacher Evaluation Implementation Committee for discussion before the Association takes any formal contractual action.

**2018 - 2021  
Educator Evaluation System**

|                        | <b>Non-PTS Teachers (&lt; 3 yrs.)<br/>In ELPS</b>                                      |                                                           | <b>PTS<br/>(Exemplary or Proficient Ratings)</b>                                                                                       |                                         | <b>Non-PTS or PTS<br/>(Needs Improvement or Unsatisfactory<br/>Ratings)</b>                                                            |                             |
|------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Type of Educator Plan  | Developing Educator - 1 year plan                                                      |                                                           | Self-Directed Growth Plan – 2 year plans                                                                                               |                                         | <b>Needs Improvement:</b><br>One-year Directed Growth Plan <b>Unsatisfactory:</b><br>Improvement Plan                                  |                             |
| Number of Observations | Announced<br>Minimum 1                                                                 | Unannounced<br>Minimum 2                                  | Announced<br>0<br>(not required)                                                                                                       | Unannounced<br>Minimum of 1 per<br>year | Unannounced -<br>Minimum of 2 per<br>year                                                                                              | Unannounced<br>Minimum of 2 |
| Length of Observations | Minimum of 15 minutes up to full class period                                          | Minimum of 15 minutes up to full class period             | *Minimum of 15 minutes up to full class period<br>*Minimum of 30 minutes if following first rating of unsatisfactory/needs improvement |                                         | *Minimum of 15 minutes up to full class period<br>*Minimum of 30 minutes if following first rating of unsatisfactory/needs improvement |                             |
| Pre-Conference         | Upon Request<br>(not required)                                                         | None                                                      | None                                                                                                                                   |                                         | None                                                                                                                                   |                             |
| Post-Conference        | Announced<br>Upon request -<br>required w/in<br>5 school days                          | Unannounced<br>None - only<br>upon request of<br>educator | None                                                                                                                                   |                                         | None                                                                                                                                   |                             |
| Report Documentation   | Written feedback required within 5 school days of observation                          |                                                           | Written feedback required within 5 school days of observation                                                                          |                                         | Written feedback required within 5 school days of observation                                                                          |                             |
| Observation Timeline   | First Observation by November 15 <sup>th</sup><br>All required by May 15 <sup>th</sup> |                                                           | 1 Observation each year of two-year plan<br>Formative and/or Summative due by June 1st                                                 |                                         | First Observation by November 15 <sup>th</sup> or as outlined in the improvement plan<br>All required by May 15 <sup>th</sup>          |                             |
| Educator Plan Cycle    | 1 year or less                                                                         |                                                           | 1 year                                                                                                                                 |                                         | 1 year or less, but at least 30-day intervals                                                                                          |                             |

**Evaluation Timelines (YEAR #1)  
Staff with Professional Teacher Status (More Than 3 Years in ELPS)**

| <b>Activity:</b>                                                                                                                                                                   | <b>Completed By:</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Educator submits Self-Assessment, Goals and Educator Plan for approval                                                                                                             | October 28           |
| Evaluator signs off on Educator Plans                                                                                                                                              | November 15          |
| Educator submits evidence on all 4 standards and their educator plan goals<br><i>* or four weeks before Mid-Cycle Meeting (Formative Assessment) date established by Evaluator</i> | May 15               |
| Evaluator completes at least 1 unannounced observation of educator                                                                                                                 | May 15               |
| Evaluator holds Mid-Cycle (formative assessment) Meeting and finalizes the Mid-Cycle Formative Assessment Reports                                                                  | June 15              |

**Staff with Professional Teacher Status (More Than 3 Years in ELPS) (YEAR #2)**

| <b>Activity:</b>                                                                                                                                                                                  | <b>Completed By:</b>  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Educator submits updated/revised Self-Assessment, Goals, and Educator Plan for approval*<br><i>*Revision of plan is not required. It is an option for the educator and evaluator to consider.</i> | October 28th          |
| Educator submits evidence on all 4 standards and their educator plan goals<br><i>* or four weeks before Mid-Cycle Meeting (Formative Assessment) date established by Evaluator</i>                | May 15 <sup>th</sup>  |
| Evaluator completes at least 1 unannounced observation                                                                                                                                            | May 15                |
| Evaluator completes Summative Evaluation Report for Educators whose overall ratings are Needs Improvement or Unsatisfactory                                                                       | June 1                |
| Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory                                                                                 | June 10               |
| Evaluator completes Summative Evaluation Report for Educators whose overall ratings are Proficient or Exemplary                                                                                   | June 10               |
| Evaluator meets with Educators at request of Evaluator or Educator for Educators whose overall ratings are Proficient or Exemplary                                                                | June 15               |
| Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt                                                                                              | No later than June 20 |

**Non-Professional Teacher Status (3 Years or less in ELPS)  
1 Year Plan**

| <b>Activity:</b>                                                                                                                                                             | <b>Completed By:</b>  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Superintendent, principal or designee meets with new evaluators and educators new to ELPS to explain evaluation process                                                      | September 15          |
| Evaluator meets with ELPS first-year educators to assist in self-assessment, goal setting, & educator plan development process.                                              | October 15            |
| Educator submits Self-Assessment, Goals and Educator Plan for approval                                                                                                       | October 28            |
| Evaluator signs off on Educator Plans                                                                                                                                        | November 15           |
| Evaluator should complete first observation of each Educator                                                                                                                 | November 15           |
| Educator submits evidence on all 4 standards and educator plan goals<br>* or four weeks before Mid-Cycle Meeting (Formative Assessment Report) date established by Evaluator | January 20*           |
| Evaluator & Educator hold Mid-Cycle (formative assessment) Meeting and finalizes the Mid-Cycle Formative Assessment Reports                                                  | February 28           |
| Educator submits evidence on all 4 standards and their educator plan goals<br>*or 4 weeks prior to Summative Evaluation Report date established by evaluator                 | May 15                |
| Evaluator completes all required observations of educator                                                                                                                    | May 15                |
| Evaluator completes Summative Evaluation Report for Educators whose overall ratings are Needs Improvement or Unsatisfactory                                                  | June 1                |
| Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory                                                            | June 10               |
| Evaluator completes Summative Evaluation Report for Educators whose overall ratings are Proficient or Exemplary                                                              | June 10               |
| Evaluator meets with Educators at request of Evaluator or Educator for Educators whose overall ratings are Proficient or Exemplary                                           | June 15               |
| Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt                                                                         | No later than June 20 |

**All Staff on 1 Year Directed Plan**

| <b>Activity:</b>                                                                                                                                                                   | <b>Completed By:</b>  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Educator submits Self-Assessment, Goals and Educator Plan for approval.                                                                                                            | October 28            |
| Evaluator completes Assessment, Goals and Educator Plan for Directed Plan<br>Evaluator-signs off on Educator Self-Assessment, Goals and Plans                                      | November 15           |
| Evaluator completes and signs Educator Assessment, Goals and Plan.                                                                                                                 | November 15           |
| Evaluator should complete first observation of each Educator                                                                                                                       | November 15           |
| Educator submits evidence on all 4 standards and their educator plan goals<br>* or four weeks before Mid-Cycle Meeting (Formative Assessment Report) date established by Evaluator | January 20*           |
| Evaluator & Educator hold Mid-Cycle (formative assessment) Meeting and finalizes the Mid-Cycle Formative Assessment Reports                                                        | February 28           |
| Educator submits evidence on all 4 standards and their educator plan goals<br>*or 4 weeks prior to Summative Evaluation Report date established by evaluator                       | April 30              |
| Evaluator completes all required observations of educator                                                                                                                          | May 15                |
| Evaluator completes Summative Evaluation Report for Educators whose overall ratings are Needs Improvement or Unsatisfactory                                                        | June 1                |
| Evaluator completes Summative Evaluation Report for Educators whose overall ratings are Proficient or Exemplary                                                                    | June 10               |
| Evaluator meets with Educators at request of Evaluator or Educator for an Educator whose overall ratings are Proficient or Exemplary                                               | June 15               |
| Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt                                                                              | No later than June 20 |

The Athletic program manifests within the school curriculum to foster life-long learning activities for students and coaches alike. The E.L.P.S. coaching evaluation system fosters individual, school, and district accountability and focuses on the continued development of athletic coaching, instruction, and leadership.

| <b>PERSONAL QUALITIES:</b>          | <b>F</b> | <b>N</b> | <b>M</b> | <b>E</b> |
|-------------------------------------|----------|----------|----------|----------|
| 1. Exhibits poise                   |          |          |          |          |
| 2. Maintains appropriate boundaries |          |          |          |          |
| 3. Is punctual                      |          |          |          |          |
| 4. Demonstrates enthusiasm          |          |          |          |          |
| 5. Displays proper appearance       |          |          |          |          |
| 6. Uses appropriate language        |          |          |          |          |

| <b>PROFESSIONAL QUALITIES:</b>                                                                                    | <b>F</b> | <b>N</b> | <b>M</b> | <b>E</b> |
|-------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|
| 14. Follows and promotes all school, district, conference and state association rules, regulations, and policies. |          |          |          |          |
| 15. Keeps athletic director/administration informed                                                               |          |          |          |          |
| 16. Develops rapport with staff, admin., and coaches                                                              |          |          |          |          |
| 17. Completes and submits proper paperwork and budgets on time.                                                   |          |          |          |          |
| 18. Develops respect by example and uses proper sideline/bench decorum                                            |          |          |          |          |

| <b>TEAM MANAGEMENT:</b>                                                           | <b>F</b> | <b>N</b> | <b>M</b> | <b>E</b> |
|-----------------------------------------------------------------------------------|----------|----------|----------|----------|
| 7. Supervises locker room, bus, field, gym etc.                                   |          |          |          |          |
| 8. Demonstrates care of equipment & security of supplies and materials            |          |          |          |          |
| 9. Maintains communication, team discipline, and team management through respect. |          |          |          |          |
| 10. Makes maximum use of time available                                           |          |          |          |          |
| 11. Utilizes players to the best of their abilities                               |          |          |          |          |
| 12. Provides clear team expectations and rules                                    |          |          |          |          |
| 13. Develops sound public relations (media, parents, booster, etc.)               |          |          |          |          |

| <b>COACHING QUALITIES:</b>                                    | <b>F</b> | <b>N</b> | <b>M</b> | <b>E</b> |
|---------------------------------------------------------------|----------|----------|----------|----------|
| 19. Shows knowledge and expertise of the sport                |          |          |          |          |
| 20. Inspires and motivates athletes                           |          |          |          |          |
| 21. Plans and organizes practices                             |          |          |          |          |
| 22. Utilizes individual and group instruction                 |          |          |          |          |
| 23. Displays sound judgment in game strategy and organization |          |          |          |          |

Legend: F=Fails To Meet Expectations; N=Needs Improvement; M=Meets Expectations; E=Exceeds Expectations.

Comments: \_\_\_\_\_

COACH: \_\_\_\_\_ POSITION: \_\_\_\_\_ SPORT: \_\_\_\_\_ STEP \_\_\_\_\_

Coach \_\_\_\_\_ Date \_\_\_\_\_ Evaluator \_\_\_\_\_ Date \_\_\_\_\_

**Athletic Coaches Evaluation Process**

1. East Longmeadow High School Administration evaluates all Unit A coaches
2. East Longmeadow High School Athletic Director can evaluate non-Unit A coaches.
3. All coaches will be evaluated per sport on or before June 15; advance notice of evaluation date will be given to coach.
4. Coaches in year 1-2 will be evaluated annually.
5. Coaches in year 3+ will be evaluated every other year.
6. Pre-conference evaluation will be done by Athletic Director with all coaches in pre-season meeting.
7. Post evaluation conference will be held with each coach within 30 days of observation.
8. The process will be piloted from December 2005 - March 2006 (both Unit A and non-Unit A members).
9. The Committee will reconvene the week of March 1, 2006.
10. Official implementation will begin in the spring season of 2006.

**APPENDIX D**  
**DEPARTMENT HEAD**

**Department Head Job Description 10/15/01**

**Qualifications:**

1. Must be certified in the area of responsibility.
2. Must teach in the area of responsibility.
3. Must have a minimum of 3 years in the East Longmeadow Public Schools.
4. In the event that there are no applicants who fulfill the requirement of a minimum of three years' experience in ELPS for the position of department head (including the Director of Guidance position), the Superintendent may appoint an otherwise qualified Unit A member with less than three years of experience after consulting with the Association.

**Responsibilities:**

1. Provides leadership in department meetings at their buildings.
2. Is responsible for department agendas and plans and conducts department meetings.
3. Meets with building teachers monthly to align curriculum guides with frameworks.
4. Meets with the Director of Curriculum and Instruction monthly to work curricula and vertical articulation.
5. Orders supplies for curriculum department and accounts for inventory.
6. Orders texts and materials for department and accounts for inventory.
7. Assists the building principal with curricula matters within their area of responsibility.
8. May assist the building principal with interviews of new staff within their area of responsibility.
9. Creates reports as needed for the Supt. of Schools/ dir. of curriculum area and grade levels of their building.
10. Submits meetings agenda's to Director of Curriculum & Instruction and staff prior to meetings.
11. Submits minutes of dept. meetings to the Director of Curriculum & Instruction and staff after meetings.
12. Cooperates with other Department Heads in joint meetings.
13. Assists in the preparation of budgets as requested by the site principal.
14. Works with the Director of Curriculum & Instruction in providing professional development for staff within their area of responsibility.
15. Assists the Director of Curriculum & Instruction with grant writing in their specific area of responsibility.

## APPENDIX D2 – ATHLETIC DIRECTOR

- Qualifications:**
1. Must be a certified teacher in MA.
  2. Must maintain valid administrative certificate.

**Responsibilities:**

1. Manage all athletic programs as per ELPS policies and MIAA rules.
2. Serve as acting principal on a day-to-day basis as directed by the Superintendent when no ELHS building administrator is present
3. Serve as faculty manager for athletic events.
4. Perform Athletic Director duties as assigned by the Superintendent and/or High School Principal.

**Hours:** 8:30 AM to 4 PM (with flexibility by mutual agreement) during 183 school year +10 days per diem in July/Aug including the 5 days prior to the first work day for staff

AD coverage during school vacations (Dec, Feb, and Apr) will result in compensatory time during the school year.

**Compensation:** Unit A salary + stipend\* (2018 - 2021: \$6261); full cell phone allowance  
See AD Coverage/Site Supervision for Athletic Director.

**Stipend covers:**

- Athletic Director leadership role
- Acting principal duties when required
- After hours evaluation of coaches
- Evening/weekend communication (coaches, transportation, etc.)
- Attendance at AD meetings or related professional development meetings
- Faculty Manager (Athletics only)

AD Coverage/Site Supervision for Athletic Director: (evenings/weekends/holidays during school year - not school vacations)

AD coverage/Site Supervision for Athletic Director only will apply at the point rate when a building administrator is not present providing coverage.

In the event that no administrator or AD is unable to provide official coverage, the AD shall appoint a Unit A member to provide administrative coverage / site supervision at the hourly rate.

The AD shall be paid the hourly rate for attendance at sports events (for example, football) when a building administrator is present providing AD coverage.

**The parties agree to a new Appendix D3: Site Supervisor Responsibilities: (also referred to in Appendix B as "athletic event supervision.")**

- If there is a junior-varsity game before the varsity game then arrive 60 minutes before the varsity start time. This will allow you to supervise some of the second half of the JV game. If there is no junior varsity game before the varsity game then arrive 30 minutes before the varsity start time.
- Introduce yourself and let the following people know that you will be the site supervisor for the event: East Longmeadow coaches, visiting coaches, officials, clock operator,



ticket takers, trainer, custodian and police officer (if on duty). Ask the listed individuals if they need anything and assist them with what they need. If you have any questions/concerns that you don't know the answer to then call the AD ASAP.

- Make sure you have a copy of the coach's folder in case anybody needs any paperwork. You are responsible for facilitating the filling out of a coach/player ejection form.
- Be visible so that fans can see you and that they know you are the site supervisor. Observe fan behavior. If fans are yelling anything towards the referees, opposing team, our coach, or anything offensive then give that fan a warning and let them know if it happens again you will ask them to leave. If their actions are extremely bad then you don't need to give them a warning and you can just ask them to leave. If a police officer is on duty ask them to assist you with that conversation especially if it is somebody that you don't know.
- Observe the game. It is important to have another set of eyes and ears in case our coaches, our players, their coaches, their players, or the officials have some type of altercation.
- At the end of the game, observe the postgame handshake and walk the officials out to the parking lot. Make sure that the visiting team has boarded their bus and then you can depart.

**APPENDIX E**  
MASSACHUSETTS ASSOCIATION OF SCHOOL COMMITTEES, INC.  
CODE OF ETHICS

Adopted at the Annual Meeting - May 22, 1964

The acceptance of the Code of Ethics implies the understanding of the basic organization of School Committees under the Laws of the Commonwealth of Massachusetts. The oath of office of a school Committee member binds the individual member to adherence to those State Laws which apply to School Committee since School Committees are Agencies of the State.

This Code of Ethics delineates three (3) areas of Responsibility of School Committee members in addition to that implied in the preamble (1) community responsibility; (2) responsibility to school administration; and (3) relationship to fellow committee members.

1. A School Committee member in his relations with his community should:
  - a) Realize that his primary responsibility is the children.
  - b) Recognize that his basic function is to the policy making and administrative.
  - c) Remember that he is one of the team and must abide by, and carry out, all committee decisions once they are made.
  - d) Be well informed concerning the duties of a committee member on both a local and state level.
  - e) Remember that he represents the entire community at all times.
  - f) Accept the office as a committee member as a means of unselfish service with no intent to "play politics" in any sense of the word, or to benefit personally from his committee activities.
  
2. A School Committee member, in his relations with his school administration, should:
  - a) Endeavor to establish sound, clearly-defined policies which will direct and support the administration.
  - b) Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
  - c) Act only on the recommendations of the chief administrator in all matters of employment or dismissal of school personnel.
  - d) Give the chief administrator full responsibility for discharging his professional duties and hold him/her responsible for acceptable results.
  - e) Refer to all complaints to the administrative staff for solution and only discuss them at committee meetings if such solutions fail.
  
3. A School Committee member in his relations to his fellow committee members should:
  - a) Recognize that action at official meetings is binding and that he alone cannot bind the committee outside such meetings.
  - b) Realize that he should not make statements or promises of how he will vote on matters that will come up before the committee.
  - c) Uphold the intent of Executive Sessions and respect the privileged communication that exists in Executive Sessions.
  - d) Not withhold pertinent information on school matters or personnel problems, either from members of his own committee or from members of other committees who may be seeking help and information on school problems.
  - e) Make decisions only after all facts on a question have been presented and discussed.

Submitted by:  
Dorothea M. Dorerty, Chairman  
Helen A. Bowditch  
Samuel K. Stewart, M.D.

## **THE CODE OF ETHICS OF THE EDUCATION PROFESSION PREAMBLE**

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues and to be judged by them, in accordance with the provisions of this code.

### **PRINCIPLE I - COMMITMENT TO THE STUDENT**

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator –

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement,
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration of advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purpose or is required by law.
8. Shall not tutor for remuneration students assigned to his class, unless no other qualified teacher is reasonably available.

### **PRINCIPLE II - COMMITMENT TO THE PUBLIC**

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension

of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator –

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, not offer nay favor, service, or thing of value to obtain special advantage.

### **PRINCIPLE III - COMMITMENT TO THE PROFESSION**

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He, therefore, exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust top careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs or professional organizations.

In fulfilling his obligation to the profession, the educator –

1. Shall not discriminate on the grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.

8. Shall not knowingly distort evaluations of colleagues.

#### **PRINCIPLE IV - COMMITMENT TO THE PROFESSIONAL EMPLOYMENT PRACTICES**

The educator regards the employment agreement as a pledge to be executed both in spirit and, in fact, in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator -

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency to any change in availability of service, and the employing agency shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment - unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral-action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

*Approved by the Representative Assembly of the National Education Association, July 5, 1968.*

## APPENDIX F

### Section A -

#### **Agreed-upon list of Committees (that meet outside of school hours):**

- a) Site-Based Professional Development Committee
- b) District-Wide Professional Development Steering Committee
- c) Site-Based Technology Committee
- d) Site-Based Principal Advisory Committee
- e) ELEA/Superintendent Collaborative Committee
- f) Site-Based Safe Schools Committee
- g) Site-Based Budget Committee
- h) Principal Search Committee

Additional committees may be added by mutual consent.

### Section B -

A joint panel will be formed consisting of ELPS and ELEA members in order to respond to questions and concerns regarding the implementation of the ELPS Coaching Model. Questions and concerns will be addressed to this panel prior to any formal action against the East Longmeadow School Committee.

## **APPENDIX G**

### **EAST LONGMEADOW PUBLIC SCHOOLS JOB DESCRIPTION**

#### **SCHOOL TEACHER**

##### **SUMMARY**

To create a program and a class environment favorable to learning and personal growth; to establish effective rapport with pupils; to motivate pupils to develop skills, attitudes, and knowledge needed to provide a good foundation for students, in accordance with each pupil's ability, and to establish good relationships with parents and with other staff members.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned particular to the position and/or grade level.

- Teaches district approved curriculum.
- Develops lesson plans and instructional material for individualized and small group instruction to adapt the curriculum to the needs of each pupil.
- Communicates regularly with parents (example: newsletters, phone calls, notes, conferences, etc.)
- Establishes and maintains standards of pupil behavior to achieve and effective learning atmosphere.
- Evaluates pupils' academic and social growth, keeps appropriate records and prepares progress reports.
- Identifies pupils' needs and makes appropriate referrals and develops strategies for individual education plans.
- Plans and coordinates the work of parents, and volunteers in the classroom and on field trips.
- Is available to students and parents for education-related purposes within the contractual work day.
- Provides individualized and small group instruction to adapt the curriculum to the needs of the student.
- Creates and environment for learning through functional and attractive displays, interest centers, and exhibits of students' work.
- Performs other nonteaching duties as assigned by the building administrator such as recess supervision, lunch duty, and bus duty.
- Follows all state, district, and school guidelines, policies and procedures.

##### **SUPERVISORY RESPONSIBILITIES:**

Teachers will supervise students as assigned.

##### **QUALIFICATIONS:**

To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

##### **EDUCATION and/or EXPERIENCE:**

Bachelor's degree (B.A.) from an accredited four-year college or university. Equivalent combination of education and experience will be considered. Master's degree after five years under state relicensure guidelines.

##### **LANGUAGE SKILLS:**

Ability to read and comprehend instructions, correspondence, and memos. Ability to write correspondence within the employee's academic degree. Ability to effectively present information in one-on-one and small group situations.

**MATHEMATICAL SKILLS:**

Ability to add, subtract, multiply, and divide in all units of measure and as required by the employee's degree and teaching certificate.

**REASONING ABILITY:**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Must be able to cope with the mental and emotional stress of the position.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

Employee must have a valid and current Massachusetts teaching certificate to teach in a field in which the employee is assigned. Employee will maintain certification and abide by all Massachusetts Department of Education regulations and guidelines.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, reach with hands and arms and talk to or hear. The employee is occasionally required to walk; sit; stoop, kneel, crouch, or crawl; and taste or smell. The employee must regularly lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Must be able to assist in the evacuation of students during emergency situations.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**TERMS OF EMPLOYMENT**

Salary and work year/ hours according to current ELEA/School Committee contract.

**EVALUATION** As per Unit A agreement.



## **Appendix H** **Head Teacher**

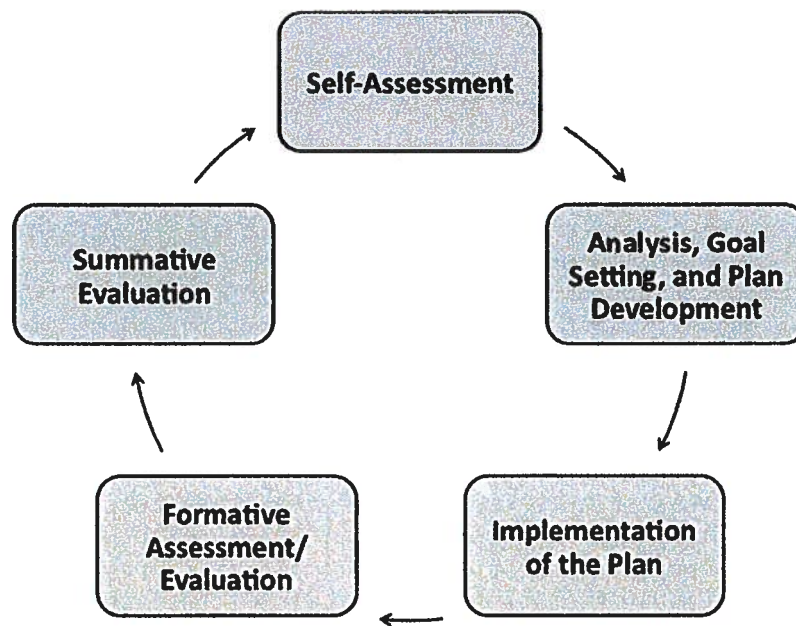
**Head Teacher Job Description:** The job of head teacher is to be responsible for all that happens in the school when the principal is not in the building or is unavailable in an emergency. There may also be times when the services of the Head Teacher are needed while the principal is in the building. The basic responsibilities listed below apply only when the Head Teacher is covering for the Principal:

- i. Student discipline, parental issues, staff issues, and other issues
- ii. Any crisis that arises such as power outage, illness, injury, maintenance, etc.  
Lunch duty
- iii. Assist the school secretary in securing substitute teachers & paraprofessionals.
- iv. Staying after school until all students have left the school building and campus.
- v. Keeping the Principal up to date during the Principal's absence.
- vi. Be a member of the school's crisis team
- vii. Work with the Superintendent of Schools.

## **Appendix I**

### **DESE Model Evaluation System**

#### **Five-Step Evaluation Cycle with Goals for Student Learning and Professional Practice**



Every educator participates in a one- or two-year, five-step cycle of continuous improvement. The cycle is the centerpiece of the new regulations designed to have all educators play a more active, engaged role in their professional growth and development. For every educator, evaluation begins with self-assessment. The self-assessment leads to establishing at least two goals in the Educator's Plan for the year, one focusing on student learning and another focusing on improving the educator's own practice. The cycle concludes with the summative evaluation and the rating of the educator's impact on student learning. It also is a continuous improvement process in which evidence from the summative evaluation and rating of impact on

learning become important sources of information for the educator's self-assessment and subsequent goal setting 603 CMR 35.06.

## **Teacher and Caseload Educator Contract Language**

Areas Covered

Purpose of Educator Evaluation

Definitions

Evidence Used in Evaluation

Rubric

Evaluation Cycle: Training

Evaluation Cycle: Annual Orientation

Evaluation Cycle: Self-Assessment

Evaluation Cycle: Goal Setting and Educator Plan Development

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

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

Observations

Evaluation Cycle: Formative Assessment

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

Evaluation Cycle: Summative Evaluation

Educator Plans: General

Educator Plans: Developing Educator Plan

Educator Plans: Self-Directed Growth Plan

Educator Plans: Directed Growth Plan

Educator Plans: Improvement Plan

Timelines

Career Advancement

Rating Impact on Student Learning Growth

Using Student feedback in Educator Evaluation

Using Staff feedback in Educator Evaluation

Transition from Existing Evaluation System

General Provisions

## 1. 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.
- 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).
- E. **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- F. **\*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 or less for Educators with PTS who are rated needs improvement.

iv. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar 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 activities during the summer preceding the next school year.

G. **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.

H. **\*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").

I. **\*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 person 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.

iii. **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.

iv. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

J. **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.

K. **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).

L. **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

- M. **\*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.
- N. **\*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.
- O. **\*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.
- P. **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q. **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. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- R. **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. 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.
- S. **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").
- T. **\*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.

- U. **\*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.
- V. **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W. **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)
- X. **\*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
- Y.) **\*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.
- Z.) **\*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.
- AA.) **\*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.

**BB.) Evidence Used In Evaluation**

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

**CC.) 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.
- 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.

**DD.) Judgments based on observations and artifacts of practice including:**

- i. Unannounced observations of practice of any duration.
- 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.
- v. Evidence relevant to one or more Performance Standards, including but not limited to:
- vi. 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;
- vii. Evidence of progress towards professional practice goal(s);
- viii. Evidence of progress toward student learning outcomes goal(s).
- ix. Student and Staff Feedback – see # 23-24, below; and



- x. 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.

### **3. 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 districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

### **4. 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.

### **5. 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.

### **6. 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 15th or within four weeks of the start of their employment at the school.
- ii. 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 15th (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.

**7.) 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.

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 process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

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. 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.

D. The Evaluator completes the Educator Plan by November 15th. The Educator shall sign the Educator Plan within 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.

**8.) Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators without PTS**

A. In the first three years of practice or first year assigned to a school:

i. The Educator shall have at least announced and unannounced observations as outlined in Appendix C.

**9.) 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 one unannounced observation during the evaluation cycle.

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 Evaluator shall determine the number and frequency of the observations, 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 less than one announced and two unannounced observations.

**10.) Observations**

A. Announced Observations (Unannounced Observations - See Chart in Appendix C)

- 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 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
  - 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.
  - c) 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. 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.

### **11.) 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.) 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.

F.) 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.

G.) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H.) 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.

I.) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J.) If the rating in the Formative Assessment 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.

### **12.) 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 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.

### **13.) Evaluation Cycle: Summative Evaluation**

A.) 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.

B.) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

C.) 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.

D.) 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.

E.) 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.

F.) 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.

G.) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

H.) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.

I.) 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.

J.) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

K.) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

#### **14.) 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.

#### **15.) 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.

#### **16.) 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 June 1<sup>st</sup>.

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 rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

**18.) Educator Plans: Improvement Plan**

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

G.) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

H.) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

I.) 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.

J.) 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.

K.) 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.

L.) 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.

M.) 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.

N.) Decision on the Educator's status at the conclusion of the Improvement Plan.

i.) One of these 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 substantial 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.

### **19.) 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.

### **20.) 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.



evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

**21. Evaluation Forms**

The parties agree not to make any changes to the agreed upon TeachPoint evaluation forms without prior consultation with the District/Teacher Evaluation Implementation Committee and the Association.

**Signature Page**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 2nd day of October, 2018.

**East Longmeadow School Committee:**

**East Longmeadow Education Association, Unit A:**

*[Handwritten signatures and lines for East Longmeadow School Committee]*

*[Handwritten signatures and lines for East Longmeadow Education Association, Unit A]*

