

AGREEMENT BETWEEN
THE ERVING TEACHERS' ASSOCIATION
AND
THE ERVING SCHOOL COMMITTEE

July 1, 2022 – June 30, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I, II, III	<u>INTRODUCTION</u>	2
IV	<u>GRIEVANCE PROCEDURES</u>	3
V	<u>CONDITIONS OF EMPLOYMENT</u>	5
VI	<u>SALARY</u>	6
VII	<u>INSURANCE</u>	9
VIII	<u>TEMPORARY LEAVES OF ABSENCE</u>	9
IX	<u>STUDENTS OF NON-RESIDENT EMPLOYEES</u>	14
X	<u>SUPERVISION/EVALUATION</u>	14
XI	<u>VACANCIES & POSTINGS</u>	14
XII	<u>MENTOR TEACHERS</u>	15
XIII	<u>TEACHER IN CHARGE</u>	16
XIV	<u>REDUCTION IN FORCE</u>	16
XV	<u>PROFESSIONAL IMPROVEMENT</u>	17
XVI	<u>ADDITIONAL EMPLOYMENT WITH SCHOOL</u>	18
XVII	<u>NON-DISCRIMINATION</u>	18
XVIII	<u>SEPARATION OF SERVICE</u>	18
XIX	<u>SICK LEAVE BANK</u>	19
XX	<u>PERSONAL INJURY BENEFITS</u>	20
XXI	<u>TRAVEL REIMBURSEMENT</u>	21
XXII	<u>NATURE'S CLASSROOM</u>	21
XXIII	<u>DURATION</u>	21
APPENDIX A	<u>SALARY SCHEDULES</u>	23
APPENDIX B	<u>LEGACY BA+15 COLUMN</u>	26
APPENDIX C	<u>EVALUATION INSTRUMENT</u>	27

AGREEMENT
ARTICLE I

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Erving School Committee recognizes the Erving Teachers Association as the exclusive bargaining agent and representative of:

all teachers, nurses, school psychologists, and
such non-supervisory professional employees
as non-supervisory coordinators.

ARTICLE II

The employment conditions covered by this agreement are for the period beginning on July 1, 2022 and concluding on June 30, 2025.

Recognizing that the School Committee's prime purpose and the Erving Teachers' Association's prime purpose is to provide education of the highest quality for the children of the Erving Elementary School, the Committee and the Association agree

That fair and appropriate treatment of employees by the School Committee; full and faithful adherence to this contract by both the School Committee and the professional employees individually and collectively; and the pursuit of excellence, the provision of the highest quality, effective instruction and exemplary professional conduct by the professional employees individually and collectively are required for our school.

That fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the professional staff and the School Committee and its representatives such as the Superintendent of Schools and the Principal of the Erving Elementary School in the formulation of policies relating to conditions of employment for the professional staff and the care and instruction of children.

That fulfillment of these respective responsibilities can be facilitated and supported by a cooperative relationship in the enforcement of policies, procedures, regulations and standards that exist in association with this agreement and those policies which relate to conditions of employment for the professional staff and the care and instruction of children. Cooperation of that sort would preclude strikes, work stoppages, or work slowdowns on the part of the professional staff, either collectively or individually and it would preclude the exercise of the School Committee's authority in a manner which would be capricious, arbitrary, or intended solely for the purpose of harming professional employees, either individuals or the collectivity.

ARTICLE III

Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Committee under the laws of the Commonwealth of Massachusetts; including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to determine the number of employees to be employed, to hire employees, to determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, dismiss, and/or provide supplemental compensation or employment; to set the standards of productivity or effectiveness; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to set the starting and leaving time and the number of hours or days to be worked; to use independent contractors or consultants to perform work or services; to expand, reduce, alter, combine, transfer, assign, or cease any position, program, operation, or service; to control and regulate the use of equipment, methods, materials, and equipment; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Committee and to direct the Committee's employees.

ARTICLE IV GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is defined as a claim from the ETA that the contract between the Erving School Committee and the ETA has not been applied when it ought to have been, has been misapplied, or misinterpreted by the Erving School District in a way which has adversely affected an employee or a group of employees.
2. An "employee" means an individual represented by the ETA.
3. A "day" is a regularly scheduled teacher contract day except during the school summer vacation when a day shall mean a weekday, exclusive of legal holidays.

B. Procedures and Time Limits

1. No grievance shall be pursued by the ETA unless the individual or group that believes itself aggrieved has discussed the matter informally with the appropriate immediate supervisor.
2. If informal discussion does not resolve the problem satisfactorily, the ETA may present a grievance in writing to the immediate supervisor within ten (10) days of the incident which gives rise to the grievance or within ten (10) days of when the employee becomes aware of the incident or should have been aware of the incident.

3. The immediate supervisor shall meet with the ETA within ten (10) days of the submission of the grievance. The immediate supervisor will provide a written response to the grievance within ten (10) days after the meeting. In preparation for submission of the response, the supervisor may meet with any relevant individual so long as any employee may have, if the employee wishes, an ETA representative present at the meeting.
4. If the grievance is rejected, the ETA will have ten (10) days to submit a written grievance appeal to the Superintendent of Schools (unless the grievance was submitted first to the Superintendent of Schools) or the Superintendent's representative. Any grievance appeal not submitted within (10) days will be considered untimely and no longer grievable.
5. The Superintendent of schools, or the Superintendent representative, shall meet with the ETA within ten (10) days of the submission of the grievance to the Superintendent. The Superintendent, or the Superintendent representative, will provide a written response to the grievance within ten (10) days after the meeting. The Superintendent, or the Superintendent's representative, may meet with any relevant individual so long as any employee may have, if the employee wishes, an ETA representative present at the meeting.
6. If the grievance is rejected, the ETA will have twenty (20) days to submit a written grievance appeal to the School Committee. Any grievance appeal not submitted within twenty (20) days will be considered untimely and no longer grievable. Submission to the Superintendent of Schools on behalf of the School Committee will meet procedural requirements.
7. The School Committee shall meet with the ETA within forty-five (45) days of the submission of the grievance to the School Committee. The School Committee will provide a written response to the grievance within ten (10) days after the meeting.
8. If the grievance is rejected, the ETA will have thirty (30) days to submit the grievance for arbitration to the Division of Labor Relations or to the American Arbitration Association. Any grievance not submitted within thirty (30) days will be considered untimely and no longer grievable.
9. The arbitration will be conducted in accordance with the rules of procedure of the selected arbitration authority. Any filing fees and the arbitrator's fees and expenses will be shared equally by the ETA and the School Committee. However, each party will be responsible for its own costs of representation.
10. The time limits outlined in the grievance procedure may be extended by mutual written agreement between the ETA and the School Committee.

11. An employee may process a grievance, on the employee's own, but the ETA may be present at any step of the grievance procedure. Only the ETA may process a grievance to arbitration.
12. The ETA, School Administration, or School Committee may have others present at any step of the grievance procedure who are acting in a representative capacity.

ARTICLE V CONDITIONS OF EMPLOYMENT

A. Work Year

The work year for teachers (other than new personnel who may be required to attend additional orientation sessions) while under the direction of the School District will be 185 days. Additional mandatory days would be paid at 1/185th of a teacher's contracted salary. A reduced number of days would be deducted at 1/185th of a teacher's contracted salary. Part-time teachers will work no less than one additional day before the start of the students' school year and one additional day after the conclusion of the students' school year.

B. Working Hours

School hours for students, other than for after school programs will be no greater than:

Six- and one-half hours on any school day except for Wednesday every week and the Tuesday and Thursday of conference weeks which will be four and one half hours except that those hours may be increased if additional time is necessary to meet the requirement of 900 hours of structured learning time as demanded in the regulations adopted by the Board of Education.

Full-time teachers work between 45 and 52 hours per week. A portion of that time, however, is not under the direct control of the School District.

Teachers who work less than full time, but are at least a .5 FTE shall be considered half time teachers under this agreement for purposes of benefits. Teachers working less than full time in separate schools in School Union 28 under a shared agreement who work an average of at least .5 FTE between the schools shall also be considered half time teachers. Accordingly, half time teachers shall receive the same type of health and dental insurance plans offered to full time teachers, and shall pay the same percentage splits for such plans. All other benefits in this agreement will be accrued on a pro-rata basis.

Every work day, teachers must be in school between 8:15 am and 3:30 pm. Teachers are responsible for the instruction and supervision of students. In addition, they have responsibilities that include, but are not limited to, teachers' conferences; detention of students, faculty meetings, special education evaluation meetings, extra-help for students, staff workshops or in-service activities, and such other meetings as may be required by the

School District to fulfill state and federal mandates. Typically, after-school meetings will be convened on Monday through Thursday, will end by 4:15pm and will be limited to no more than two per month. On occasion, the Principal may allow departures from this schedule.

C. Parent Conferences

When school-wide parent conferences are held, three days of the conference week will be 70% days. Teachers may need to schedule evening conferences and work beyond the typical workday in order to meet with all parents during the conference period. These conferences are considered normal teaching responsibilities and will not be compensated for above and beyond one's annual salary. Teachers may leave any time on these days between conferences. Teachers shall submit a written copy of their parent teacher conference schedule to the principal. Any teachers leaving the building before 3:30 shall sign out and shall sign back in upon return. Teachers not having late afternoon or evening conferences must stay until 3:30.

D. Every teacher will have a thirty minute duty-free lunch period each day.

E. Effective teaching requires detailed planning and preparation.

Typically all teachers will be provided a minimum of one hundred and seventy-five (175) minutes of personal planning and preparation time within the students' day each week. Any optional or self-directed consultation time with teacher(s) and/or other staff member(s) shall be deducted from the one hundred and seventy-five (175) minutes of personal planning and preparation time. However, any additional planning/prep time shall be considered time that Administration can assign collaborative tasks to be completed and/or attendance at meetings that relate to student performance.

F. The parties agree upon the request of either the Committee or Association, a Joint Labor Management Committee (JLMC) consisting of two (2) School Committee Members and one (1) Administrator and three (3) Erving Teachers Association members will be formed for the purpose of reviewing health and safety concerns in the Erving Elementary school and to make recommendations to the School Committee for possible adoption.

ARTICLE VI SALARY

A. Salary Schedule(s). See Appendix A.

B. Salary Schedule Credit

In order to be eligible for salary schedule credit the following criteria must be met:

1. Course must be affiliated with an accredited college, eligible for federal grants and FAFSA loans.
2. The course must be approved by the Principal prior to the teacher enrolling in the course. The Principal will ascertain its relevance to the staff member's current teaching assignment. (A detailed course description must be submitted to the Principal, as well as a face-to-face discussion with the Principal during this approval phase).
3. Recommendation from Principal (w/written documentation for the course) is submitted to the Superintendent for final approval prior to enrollment in the course. The Superintendent's final approval or disapproval of the course will be submitted to the Teacher in writing.
4. To receive credit towards salary advancement, documentation demonstrating successful completion of the course must be submitted to both the Superintendent and the Principal. The official transcript should go to the Superintendent and a copy to the Principal.

C. Step Placement

A teacher already employed by any School Committee in School Union #28, or with other public school teaching experience will be fully credited for all years of teaching experience upon employment by the Erving School Committee so long as their previous teaching experience is relevant to the new position. All other previous teaching experience will be reviewed by the Superintendent who has sole discretion with regard to crediting such experience towards salary step placement.

D. Increments

Teachers who expect to advance across salary lanes must notify the Principal in writing prior to November 1st of the year preceding the expected granting of this advancement in order to meet budget requirements. The principal must circulate a notification sheet to all teachers by November 1st where the teachers will indicate by signature their intention to change salary lanes.

If written notice is given in the year preceding the expected salary schedule movement and the course work is completed prior to the beginning of the next school year, the annual salary increase will begin on first day work day of the school year. If the notice of salary schedule movement provided in the proceeding school year is for course work that will be completed in January of the next school year, the increase salary shall be prorated to the beginning of the month of January.

E. Staff Step Increase

Staff members will be eligible to advance one step from their prior step at the commencement of each school year regardless of full or part time FTE status.

F. Longevity

Teachers who have completed 10 years of service in the Erving Elementary School or within Union #28 will receive longevity pay in the amount of \$750 annually.

Teachers who have completed 15 years of service in the Erving Elementary School or within Union #28 will receive longevity pay in the amount of \$1,350 annually.

Teachers who have completed 20 years of service in the Erving Elementary School or within Union #28 will receive longevity pay in the amount of \$1,850 annually.

Teachers who have completed 25 years of service in the Erving Elementary School or within Union #28 will receive longevity pay in the amount of \$2,100 annually.

Teachers who have completed 30 years of service in the Erving Elementary School or within Union #28 will receive longevity pay in the amount of \$2,600 annually.

G. Non-Course Professional Development Credit

The Superintendent may grant up to three credits annually for unusually substantial professional development activities, as projected in a professional development plan. Such unusually substantial professional development activities may include, but are not limited to, conducting professional workshops, curriculum development work, work in a professional organization, or publication.

H. Salary Payment Schedule

Teachers shall be paid on a bi-weekly basis through direct deposit on either a ten (10) month or twelve (12) month period.

I. Part-time Professionals Pay

Part-time professional employees pay will be calculated on a prorated basis of the portion of time worked during a full school week. Any professional employee who works a partial school year will be paid for actual days worked, including approved leave days.

J. Tax Sheltered Annuity

Regularly assigned teachers may participate in the tax-sheltered annuity of their choice with the District providing "timely and accurate" payroll deductions for this purpose.

ARTICLE VII
INSURANCE

All teachers covered by this contract shall be eligible to participate in any Group Health Insurance Plan and Group Life Insurance Plan in accordance with the provisions of Chapter 32B of the Commonwealth laws, and in accordance with the provisions of said plan adopted by the Town of Erving and in full force and effect for all employees of the Town of Erving. During the contract, the Town reserves the right to increase employee contributions for insurance by no more than 2% per year. The Town may negotiate with different insurance carriers. This section will end at the conclusion of the contract and is not subject to provisions for extensions for the sole purpose to allow the Selectboard to make adjustments to health insurance that is lawfully their province for all town employees.

ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. 108.75 hours of sick leave shall be allowed each academic year. Teachers in their first year of service only shall receive 43.5 hours upon the first day of the school year and shall receive an additional 7.25 hours on the first day of each month of the school year for a maximum of 108.75 hours. If the first year teacher has used more sick leave than has been accumulated at any point in the year and therefore has taken unpaid sick leave, but at year's end has accumulated unused sick leave, the teacher may submit for reimbursement of unpaid sick leave in exchange for the accumulated sick leave hours.
2. Sick leave shall only be used for the following reasons:
 - a. Illness of the teacher. The District reserves the right to require proof of the illness.
 - b. Serious illness in the immediate family that requires the attendance of the teacher when no other arrangements are possible. In addition, up to 36.25 hours of sick leave per year may be used for caring for a non-immediate family relative living within the household who has a serious illness.
 - c. The District reserves the right to insist that teachers must take time off with sick leave pay under certain conditions,
3. The building Principal will normally grant approval for the use of sick leave. In any unusual or questionable circumstances the building Principal may pass the request onto the Superintendent of Schools for approval.

B. Sick Leave Accumulation for Professionals Previously Employed in Union #28

Any individual employed as a full-time professional who was employed the previous year as a full-time professional, within Union #28, will be able to transfer any earned accumulated sick leave up to a maximum of the number of such leave that would be accumulated in a two-year period.

C. Personal Leave

A teacher will be allowed, each school year, 21.75 hours of paid personal leave for necessary business which requires absence during school hours. Any unused days shall be allowed to accumulate each year up to a maximum of 36.25 hours of personal leave. Requests for personal leave shall be submitted to the Principal at least three (3) school days in advance, except in cases of emergency.

Reasons are not required for requests for personal leave days. Requests for personal days may be rejected at the discretion of the Principal. Personal day requests will be responded to promptly.

On occasion, teachers may need to attend to personal matters that require them to leave the building for a brief period of time, arrive late to work, or leave early. If the time missed exceeds forth-five (45) minutes, personal time (or salary if personal time has been exhausted) will be deducted based upon the percentage of the school day that was missed. Coverage for such leave must be arranged by the teacher and coverage and leave must be pre-approved by the principal. When the principal is unavailable to pre-approve the request, the teacher shall notify the secretary of the emergency leave and coverage arranged. If the secretary cannot reach the Principal or knows that the Principal wishes not to be interrupted, the administrative assistant will accept the notification. The teacher shall report the leave situation to the principal as soon as possible.

Each member may elect to sell 7.25 hours of personal leave at the rate of seventy-five dollars (\$75).

D. Bereavement Leave

Up to five (5) days of leave shall be granted for the death in the immediate family to arrange for and attend the funeral and deal with other associated issues without being charged sick leave or personal leave. Immediate family shall mean spouse, child, father, mother or domestic partner. A domestic partner is someone who lives together, are financially interdependent, are not blood relatives in a way which would bar marriage, are at least 18 years old, and is not legally married to another person. Notification of such leave should be provided to the Superintendent and Principal as soon as practical.

Up to three (3) days of leave may be granted for the death of a brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law and brother-in-law and other members of the employee's immediate household. Advanced notice for such requests must be provided to the Superintendent or the Superintendent's designee.

One (1) to two (2) days may be granted for more distant relatives (e.g., cousins, nieces/nephews, spouse relations, etc...)

Additional days may be granted by the Superintendent if travel is involved; however, this will be determined on a case by case basis.

At the discretion of the Superintendent, bereavement leave may be granted for the death of someone not in the employee's immediate or extended family.

E. Sabbatical Leave Program

1. The Sabbatical Leave Program is designed to improve the quality of instruction in the Erving Elementary School. It is recognized that such a program will affect a limited number of employees, but it is suggested in the hope that it may serve to encourage teachers of exceptional ability to remain at the Erving Elementary School.

2. Benefits:

a. A teacher, administrator, or supervisor may be granted a full year's leave from the employee's regular duties in the Erving Elementary School at one half of the employee's annual salary to pursue formal study or self-improvement which, in the opinion of the Erving School District, will lead toward a significant contribution to improve some aspects of the instructional program at the Erving Elementary School.

b. A teacher, administrator, or supervisor may be granted a one-half school year's leave from the employee's regular duties in the Erving Elementary School at a full annual salary rate to pursue formal study or self-improvement which, in the opinion of the Erving School District, will lead toward a significant contribution to improve some aspects of the instructional program at the Erving Elementary School.

c. A teacher, administrator, or supervisor may be granted anytime up to, but less than, one-half school year's leave from the employee's regular duties in the Erving Elementary School at a full annual salary rate to pursue formal study or self-improvement, which in the opinion of the Erving School District will lead toward a significant contribution to improve some aspects of the instructional program at the Erving Elementary School.

3. Method of Application:

A member of the professional staff wishing to apply for consideration as a sabbatical leave candidate shall submit, in writing, a request to the Superintendent of Schools, indicating the plan of study and which of the three types of leave indicated above will best fit into the program. Such written application must be received by the Superintendent by December 1st, preceding the school year for which the request is being made. Action must be taken on all such requests no later than May 1st, preceding the school year for which the request has been made.

4. A board of four members to be known as the Sabbatical Review Board shall process all applications and submit a recommendation to the Superintendent of Schools at a date no later than April 15th of the school year preceding that for which the leave is to be granted. Members on this board shall consist of two representatives of the Erving School Committee, the Principal of the Erving Elementary School, and one teacher chosen by the teaching staff.

5. Conditions and requirements for sabbatical leave recipients:

a. Teachers considered for sabbatical leave must have served in the Erving Elementary School for at least seven years.

b. The quality of service and contribution to the total school system will be a factor in the choice of candidates to receive a sabbatical leave.

c. Any recipient of a Sabbatical Leave Award shall agree, in writing, to return to the Erving Public Schools for a period of at least two school years.

d. Upon return from sabbatical leave a teacher's salary and fringe benefits will be at that level to which the teacher would be entitled had the teacher continued in a regular professional employment without a sabbatical leave.

e. Upon return to regular employment at the completion of a sabbatical leave, insofar as possible, the teacher shall resume the position which the teacher held at the time said leave commenced.

f. In the default of the completion of such service, the teacher shall refund to the District an amount equal to such proportion of salary received by the teacher while on leave as the amount of the service not actually to be rendered, unless said default is due to illness, disability, death or other circumstances beyond the control of the individual.

g. It shall not be binding upon the Erving School District to grant a specific number of requests should it appear in their judgment that granting such requests would not be in the best interest of the Erving Public Schools because of the creation of staff shortages, because of financial limitations, or because the qualifications of the candidates or their plans do not meet the quality which is expected.

F. Part-time Professional Employee Benefits

Except for health and life insurance and unless otherwise specified in the contract, part-time professional employees are eligible for all of the benefits that regular full-time professional employees receive on a prorated share based on the prorated portion of time worked during a full school week.

G. Jury Duty

When a person, covered by this agreement, is required to be absent from the employee's regular duties because of jury duty and receives compensation from the appropriate governmental authority for reporting for said jury duty, the employee will receive the difference between (1) the wages the employee would normally receive for that day's work, and (2) the amount which he receives from the appropriate governmental authority for jury duty for such day or days (not to include mileage or meals) except that such payments will not exceed a period of four weeks within a single year.

H. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or recalled to active duty in any branch of the Armed Forces of the United States.

I. Travel/Study

A leave of absence without pay may be granted for up to one (1) school year for the purpose of travel or for further educational study. Request for such a leave must be made to the Superintendent by May 15 of the previous school year.

J. Sickness in Family Leave

The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA), M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)), Small Necessities Leave Act ("SNLA") M.G.L. c.149, s. 52D, and the Domestic Violence Leave Act (DVLA) Chapter 260. The School Committee's policies regarding the above-referenced provisions will be posted in the Principal's office and staff room. Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

K. Caring for Sick Immediate Family Members

A leave of absence without pay up to one (1) year may be granted by the Superintendent for the purpose of caring for a sick member of the teacher's immediate family. Immediate family is defined in accordance with the Section D (Bereavement Leave) of this Article.

L. State and National Association Meetings

Up to two (2) members of the bargaining unit member on annual basis shall be permitted paid release for attendance of two (2) Association State and National Meetings.

M. Other Leave

Additional leave may be granted at the discretion of the Superintendent.

ARTICLE IX
STUDENTS OF NON-RESIDENT EMPLOYEES

Teachers employed .5 FTE or more who do not live in Erving are authorized to have their own children or children who live with them as part of their family attend the Erving Elementary School on a tuition-free basis, providing that there is space available and a written request is submitted to the Superintendent and approved by the School Committee and providing that the child attending would not have an adverse financial impact or any other adverse impact on the school. If approved by the School Committee, the parent will be responsible for providing transportation to and from school.

Effective July 1, 2022, no additional students will be permitted to attend Erving Elementary School as students of non-resident employees under this Article. All students of non-resident employees attending Erving Elementary prior to July 1, 2022 will continue to do so.

ARTICLE X
SUPERVISION / EVALUATION
ORIENTATION

By the end of September, teachers will receive an annual orientation regarding the evaluation process. New teachers will receive an initial orientation regarding the evaluation process as part of the Induction program which is presented at the start of the school year.

PHILOSOPHY

The goals of the evaluation for teachers shall include the identification of the strengths and weaknesses of teachers, the importance of and the necessity of professional growth, and the maintenance of the effectiveness of educational programs.

ARTICLE XI
VACANCIES AND POSTINGS

1. When a vacancy occurs in a position covered by this contract, the Superintendent and the Principal shall determine the qualifications for the position.
2. The positions will be posted in the teachers' lounge and in the central office for at least five (5) school days during the work year and ten (10) calendar days during the summer, before the position is posted publicly. During the summer months, copies of postings will be mailed directly to the president of the ETA.
3. Qualified and interested currently employed teachers may request a transfer for an opening position during the posting period. Letters of recommendation and updated resumes will not be required for consideration. Applicants for transfer will always be interviewed for the position by the Principal and will be notified of the Principal/Superintendent's decision.

4. If the position remains unfilled after consideration of the transfer requests of currently employed teachers, an employee who requested a transfer may still apply for the vacancy and be considered and interviewed along with applicants from outside the school system.

ARTICLE XII MENTOR TEACHERS

1. Mentors shall be selected from among all qualified applicants by the Superintendent after consultation with the building Principal.
2. Mentor teachers shall serve for a period of one (1) year and may apply for additional appointments.
3. Mentor Teachers shall be required to meet with the teachers they are mentoring for one (1) day prior to the beginning of the school year.
4. No mentor shall be responsible for mentoring more than three (3) first-year nor four (4) teachers total in any given year.
5. Mentor teachers shall not evaluate the teachers assigned to them. They shall provide “mentee meeting period reports” to the Principal that document the areas covered and the mentoring process.
6. Mentors shall meet outside the school day or during preparation periods with teachers assigned to the Mentor as follows:
 - a. First-year teacher new to the profession: six (6) times during the school year at interval of approximately six (6) weeks.
 - b. Teacher new to Erving Elementary School, but with experience elsewhere: four (4) times during the school year at intervals of approximately nine (9) weeks.
 - c. Second-year teacher at Erving Elementary School: three (3) times during the school year at intervals of approximately twelve (12) weeks.
 - d. Third-year teacher at Erving Elementary School: two (2) times during the school year.
 - e. Meetings shall be at least forty-five minutes in length and shall include such topics as lesson planning, classroom management, test and assessment preparation and the like.
 - f. Mentors shall be provided with time during the school year to observe the classes of their mentees at least once per meeting period.
7. A mentor shall receive a stipend of \$600.00 for each mentee. Mentors shall also have access to one (1) release day for each mentee for observation and mentoring during the course of the school year. With the agreement of the principal and the mentor, these days may be taken as full or half days.
8. All first-year teachers must participate in the mentoring program. Second and third year teachers will be recommended for continued mentoring, during their annual evaluation.

ARTICLE XIII
TEACHER IN CHARGE

The Teacher-in-Charge will receive an annual stipend of \$1,200 to be paid in installments of \$600 at the end of each semester. If the Teacher-in-Charge is required to be in charge of the school on more than ten (10) full days in a given school year, the Teacher-in-Charge shall receive \$85 per day for each additional full day.

ARTICLE XIV
REDUCTION IN FORCE

When a reduction in the teaching staff is necessary because of a decrease in student enrollment or for other reasons approved by the School Committee, and the area, subject, level or programs to lose staff positions are approved by the School Committee, then the School Principal and School Superintendent will determine the teacher or teachers to be dismissed. A decision for dismissal will consider the following factors: the particular strengths and weaknesses of individual teachers, the particular needs of the school and the seniority of individual teachers. Where the first two factors are relatively equal, seniority will prevail.

Among the kinds of factors which might be considered are the individual teacher's appropriateness for the work at particular grade levels and/or specific individual strengths which match school needs such as knowledge about certain curriculum areas. Seniority shall be defined as the latest date of hire as a teacher at Erving Elementary School, including all time spent on recognized leaves of absence.

If a decision for dismissal is to be taken, the School Superintendent will notify the ETA and the individual involved no less than one week prior to notice of dismissal. When possible, normal attrition will first be used to offset staff reductions. No teacher with professional status who is certified and qualified for positions held by teachers without professional status will be released. Any teacher with professional status released because of reduction in force will receive a written notice that states that the teacher's release was due to a reduction in the teaching force.

Any teacher with Professional Teaching Status dismissed due to a reduction in force is entitled to receive a one-time severance payment in the amount of ten percent (10%) of the Professional Teacher Status teacher's previous year salary. The teacher may choose to delay payment for up to one (1) year. During such delay of severance payment, the teacher shall retain recall rights. Recall rights are surrendered when the person elects to receive the payment. If the person is rehired by January 1st of the following year after electing to receive the payment, the employee will receive all sick days, seniority and other benefits accrued before the layoff provided that the employee agrees to return the full severance payment over the course of the school year. If the person is rehired after January 1st, the employee will receive all sick leave, seniority and other benefits accrued before the layoff provided that the employee agrees to return half of the severance payment over the remainder of the school year.

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

Seniority shall be defined as the latest date of hire as a teacher at Erving Elementary School, including all time spent on recognized leaves of absence.

ARTICLE XV PROFESSIONAL IMPROVEMENT

The School Committee will pay the cost of tuition for any specific course at an accredited college, university, professional training school, or workshop which the school superintendent or school principal requires a teacher to take. The School Committee will reimburse the teacher for that course within 60 days of the date that course documentation of successful completion is provided to the Superintendent of Schools.

One thousand, five hundred dollars will be available to support teachers who take courses required for recertification, so long as such courses are approved by the school principal and are part of the teacher's Individual Professional Development Plan. Funds not spent or committed by February 1 may be withdrawn from availability by the school committee or its representatives.

The District will reimburse a maximum of one (1) course per school year per teacher. In order for a course to be eligible for reimbursement the course must be approved for salary schedule credit or otherwise approved by the Superintendent for reimbursement prior to taking the course. Course reimbursement will be made by the District upon demonstrating successful completion in the form of an official transcript submitted to the Superintendent of Schools. The actual amount of reimbursement will be capped at \$482 per credit hour.

Responses (approval or non-approval) to complete and properly submitted written requests for course reimbursements shall be submitted by the Superintendent in writing within ten (10) school days.

In the event that Administration requires attendance at any courses, workshops, seminars, or other professional improvement sessions, the District shall reimburse for mileage at the IRS reimbursement rate.

ARTICLE XVI
ADDITIONAL EMPLOYMENT WITH SCHOOL

The amount of extra pay to be included as part of a teacher's regular paychecks for tutoring, summer school teaching, and other activities is as follows:

- a. Certified teachers who teach in summer school programs or who tutor students will get forty-five dollars (\$45) per hour.

In the event that a certified teacher comes to work for a scheduled summer school program and isn't notified in advance by Administration that the class is not being conducted, the teacher will receive a minimum of two (2) hours pay. Said teacher may be required to direct other students/classrooms.

- b. Teachers who conduct trainings (or present workshops) at the request of School Administration are paid forty-five dollars (\$45) per hour for actual workshop contact time, and forty-five dollars (\$45) per hour for prep time (which needs to be negotiated with administration and approved by the superintendent in advance of the work being performed).

ARTICLE XVII
NON-DISCRIMINATION

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

ARTICLE XVIII
SEPARATION OF SERVICE

All bargaining unit members at the time of retirement with ten (10) or more years of service at Erving Elementary School shall receive compensation for twenty-five percent (25%) of fifty (50) sick days based upon their per diem rate of pay. Employees must notify the Principal in writing prior to November 1st of the year preceding their expected retirement in order to meet budget requirements.

ARTICLE XIX
SICK LEAVE BANK

A. Participation

A Sick Leave Bank will be established for use by employees whose sick leave accumulations have been exhausted and who request additional leave due to a prolonged and/or catastrophic illness or injury. All employees in the bargaining unit as of July 1, 2016, and any new employees in their second year of employment thereafter shall join the Sick Leave Bank and shall contribute two (2) sick days to the Sick Leave Bank by October 1st.

If the total number of days in the Bank is over twenty-five (25) days on October 1st, no day will be deducted from the participating members. If the Bank falls below fifteen (15) days, a day will be deducted from each participating member at that time. In this case members will be notified of this deduction at the time of the deduction. If the member chooses not to deduct an additional day, the employee must do so in writing and will then no longer be in the Sick Leave Bank. The member may by October 1st of subsequent school years opt to rejoin by submitting two (2) days accumulated personal sick leave.

The Association will be notified of the total accumulated sick days in the Bank by September 30th of each year. Any employee who has 10 or fewer sick days remaining in individual sick leave will not submit any days to the sick bank.

Employees shall be eligible for Sick Leave Bank benefit after the anniversary of one (1) full calendar year of service to the Erving Elementary School.

B. Sick Leave Bank Committee

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of one (1) voting member designated by the Superintendent to serve at the Superintendent's discretion who shall serve as a liaison between central office for the purpose of reporting sick leave accrual, usage, and eligibility, two (2) voting members of the Association, and two (2) voting members of the School Committee. The Association representative shall maintain meeting minutes and sick leave bank records.

Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a medical certificate on the same form as used under the Family Medical Leave Act. This certificate shall provide a diagnosis and prognosis/estimated recovery time. All information provided to the Committee shall be confidential.

C. Granting of Sick Leave Bank Days

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) work days. Upon completion of the fifteen (15) day period, an additional grant may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

To facilitate its decision-making process in deciding whether to grant Sick Leave Bank days beyond the initial fifteen (15) work day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume all costs of such an examination not covered by insurance. The decision to grant more than the initial fifteen (15) work day period may be made to a retroactive date. The maximum number of days which may be granted in a year for one employee is forty-five (45) days.

The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to appeal or to the grievance and arbitration process.

Should an employee return from extended sick leave during which benefits were received through the Sick Leave Bank, the employee shall be entitled to commence a new prorated accumulation of individual sick leave relative to the date of return.

Employees receiving Worker's Compensation shall not be eligible for Sick Leave Bank benefits.

D. Contagious Disease

If a teacher is directed by their administrator or by their physician to be absent from work due to the possibility that they, although not sick, may have been exposed to a contagious disease, and they have exhausted their sick leave, they shall be eligible for the Sick Leave Bank. This is subject to the following requirements:

1. If it is a physician's order, then the physician must provide a detailed written certification as to the reasons for the absence, length of absence, need for treatment and other pertinent information.
2. The employee must follow any directive issued for appropriate care during the absence.
3. The employee may be required to provide a physician's certification of fitness to work."

ARTICLE XX PERSONAL INJURY BENEFITS

A. The School Committee will provide for adequate coverage during all evening parent/teacher conferences to ensure safety of all staff, students, and lawful public.

B. Teachers who are injured in the course of employment receive coverage for salary and medical costs in accordance with the provisions of M.G.L., c.152. Additionally, teachers who are covered for worker's compensation benefits may have deducted from their accumulated and unused sick and personal leave an amount to bring their pay up to their full salary in accordance with M.G.L., c.152, s.69.

C. During the time period that the teacher is receiving full salary under M.G.L., c.152, s.69 all checks issued to the teacher by worker's compensation insurance carrier will be turned over to the School so that the employee will not receive any payment in excess of the teacher's full salary.

D. In the event that the teacher's accumulated and unused sick leave has been exhausted, the teacher will only receive the worker's compensation payment. Once the teacher's accumulated and unused sick leave has been exhausted, the Committee shall place the teacher on unpaid leave and shall continue to offer the teacher the same health insurance benefits with the same plan options as those offered to other employees of the Erving Elementary School with the same portion paid for the teacher at the same rates as other employees for the period of such absence.

E. If the teacher returns to work in accordance with the provisions of M.G.L. c.152, s75A the teacher's seniority will be fully restored.

ARTICLE XXI
TRAVEL REIMBURSEMENT

Should the District require a teacher to travel using the teacher's own vehicle, the teacher will be reimbursed for mileage at the prevailing IRS rate.

ARTICLE XXII
NATURE'S CLASSROOM

The Administration may appoint a Coordinator for the Nature's Classroom program for one year, who shall be responsible for ongoing and overseeing the program. The duties and responsibilities of the Coordinator shall be defined by Administration.

During the term of this agreement, the Nature's Classroom Coordinator shall be paid an annual stipend of two hundred dollars (\$200).

ARTICLE XXIII
DURATION OF THE CONTRACT

This agreement shall be in full force and effect from July 1, 2022 until June 30, 2025. Collective bargaining for a new agreement to become effective upon the expiration of this agreement may be reopened by either party by September 1, 2024 by giving written notice to the other party. If negotiations are not completed by June 30, 2025, the provisions of this agreement will remain in full force and effect until the successor agreement is executed. Provided however, either party can terminate this agreement after June 30, 2025 by serving written notice of their intent to terminate the agreement. The written notice must be served at least 45 calendar days prior to the actual termination.

APPENDIX A
SALARY SCHEDULE(S)

2022-2023
SALARY SCHEDULE

TEACHERS

2% across the board increase

<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>MA+45</u>
1	\$46,057	\$50,785	\$53,319	\$55,983	\$58,783
2	\$47,442	\$52,310	\$54,917	\$57,665	\$60,549
3	\$48,863	\$53,878	\$56,564	\$59,394	\$62,364
4	\$50,330	\$55,494	\$58,259	\$61,177	\$64,236
5	\$51,838	\$57,160	\$60,008	\$63,011	\$66,161
6	\$53,395	\$58,875	\$61,807	\$64,902	\$68,146
7	\$54,995	\$60,640	\$63,661	\$66,849	\$70,191
8	\$56,648	\$62,460	\$65,572	\$68,854	\$72,298
9	\$58,346	\$64,334	\$67,537	\$70,921	\$74,467
10	\$60,046	\$66,261	\$69,564	\$73,048	\$76,700
11	\$61,850	\$68,250	\$71,651	\$75,238	\$79,001
12	\$63,759	\$70,298	\$73,801	\$77,497	\$81,373
13	\$65,672	\$72,408	\$76,016	\$79,822	\$83,813
14	\$67,642	\$74,579	\$78,296	\$82,215	\$86,326

SICK LEAVE 108.75 HOURS PER YEAR, UNLIMITED ACCUMULATION
(PLEASE REFER TO CONTRACT LANGUAGE FOR FIRST
YEAR TEACHERS)

PERSONAL LEAVE 22.5 HOURS PER YEAR, CUMULATIVE TO 36.25 HOURS

BEREAVEMENT UP TO 5 DAYS (PLEASE REFER TO CONTRACT
LANGUAGE FOR BREAKDOWN)

LONGEVITY \$750 AFTER 10 YEARS OF SERVICE WITHIN UNION #28
\$1,350 AFTER 15 YEARS OF SERVICE WITHIN UNION #28
\$1,850 AFTER 20 YEARS OF SERVICE WITHIN UNION #28
\$2,100 AFTER 25 YEARS OF SERVICE WITHIN UNION #28
\$2,600 AFTER 30 YEARS OF SERVICE WITHIN UNION #28

MENTOR \$600/mentee

TEACHER-IN-CHARGE \$1,200/year, plus an additional \$85 per day beyond ten (10) days

**2023-2024
SALARY SCHEDULE**

TEACHERS

2.25% across the board increase

<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>CAGS/PHD</u>
1	\$47,093	\$51,927	\$54,519	\$57,242	\$60,105	\$61,007	\$61,908
2	\$48,510	\$53,487	\$56,152	\$58,962	\$61,912	\$62,840	\$63,769
3	\$49,963	\$55,091	\$57,837	\$60,730	\$63,767	\$64,724	\$65,680
4	\$51,462	\$56,743	\$59,570	\$62,553	\$65,681	\$66,666	\$67,651
5	\$53,005	\$58,446	\$61,358	\$64,428	\$67,650	\$68,665	\$69,679
6	\$54,596	\$60,200	\$63,198	\$66,362	\$69,679	\$70,725	\$71,770
7	\$56,233	\$62,004	\$65,094	\$68,353	\$71,771	\$72,847	\$73,924
8	\$57,922	\$63,865	\$67,047	\$70,403	\$73,924	\$75,033	\$76,142
9	\$59,659	\$65,782	\$69,057	\$72,516	\$76,143	\$77,285	\$78,427
10	\$61,397	\$67,752	\$71,129	\$74,692	\$78,426	\$79,602	\$80,778
11	\$63,241	\$69,786	\$73,263	\$76,931	\$80,779	\$81,990	\$83,202
12	\$65,194	\$71,880	\$75,462	\$79,240	\$83,203	\$84,451	\$85,700
13	\$67,149	\$74,037	\$77,726	\$81,618	\$85,699	\$86,985	\$88,270
14	\$69,164	\$76,257	\$80,058	\$84,065	\$88,268	\$89,592	\$90,916

SICK LEAVE 108.75 HOURS PER YEAR, UNLIMITED ACCUMULATION
(PLEASE REFER TO CONTRACT LANGUAGE FOR FIRST
YEAR TEACHERS)

PERSONAL LEAVE 21.75 HOURS PER YEAR, CUMULATIVE TO 36.25 HOURS

BEREAVEMENT UP TO 5 DAYS (PLEASE REFER TO CONTRACT
LANGUAGE FOR BREAKDOWN)

LONGEVITY \$750 AFTER 10 YEARS OF SERVICE WITHIN UNION #28
\$1,350 AFTER 15 YEARS OF SERVICE WITHIN UNION #28
\$1,850 AFTER 20 YEARS OF SERVICE WITHIN UNION #28
\$2,100 AFTER 25 YEARS OF SERVICE WITHIN UNION #28
\$2,600 AFTER 30 YEARS OF SERVICE WITHIN UNION #28

MENTOR \$600/mentee

TEACHER-IN-CHARGE \$1,200/year, plus an additional \$85 per day beyond ten (10) days

**2024-2025
SALARY SCHEDULE**

TEACHERS

2.5% across the board increase

<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>CAGS/PHD</u>
1	\$48,270	\$53,225	\$55,882	\$58,673	\$61,608	\$62,532	\$63,456
2	\$49,723	\$54,824	\$57,556	\$60,436	\$63,460	\$64,411	\$65,363
3	\$51,212	\$56,468	\$59,283	\$62,248	\$65,361	\$66,342	\$67,322
4	\$52,749	\$58,162	\$61,059	\$64,117	\$67,323	\$68,333	\$69,342
5	\$54,330	\$59,907	\$62,892	\$66,039	\$69,341	\$70,382	\$71,421
6	\$55,961	\$61,705	\$64,778	\$68,021	\$71,421	\$72,493	\$73,564
7	\$57,639	\$63,554	\$66,721	\$70,062	\$73,565	\$74,668	\$75,772
8	\$59,370	\$65,462	\$68,723	\$72,163	\$75,772	\$76,909	\$78,046
9	\$61,150	\$67,427	\$70,783	\$74,329	\$78,047	\$79,217	\$80,388
10	\$62,932	\$69,446	\$72,907	\$76,559	\$80,387	\$81,592	\$82,797
11	\$64,822	\$71,531	\$75,095	\$78,854	\$82,798	\$84,040	\$85,282
12	\$66,824	\$73,677	\$77,349	\$81,221	\$85,283	\$86,562	\$87,843
13	\$68,828	\$75,888	\$79,669	\$83,658	\$87,841	\$89,160	\$90,477
14	\$70,893	\$78,163	\$82,059	\$86,167	\$90,475	\$91,832	\$93,189

SICK LEAVE 108.75 HOURS PER YEAR, UNLIMITED ACCUMULATION
(PLEASE REFER TO CONTRACT LANGUAGE FOR FIRST
YEAR TEACHERS)

PERSONAL LEAVE 21.75 HOURS PER YEAR, CUMULATIVE TO 36.25 HOURS

BEREAVEMENT UP TO 5 DAYS (PLEASE REFER TO CONTRACT
LANGUAGE FOR BREAKDOWN)

LONGEVITY \$750 AFTER 10 YEARS OF SERVICE WITHIN UNION #28
\$1,350 AFTER 15 YEARS OF SERVICE WITHIN UNION #28
\$1,850 AFTER 20 YEARS OF SERVICE WITHIN UNION #28
\$2,100 AFTER 25 YEARS OF SERVICE WITHIN UNION #28
\$2,600 AFTER 30 YEARS OF SERVICE WITHIN UNION #28

MENTOR \$600/mentee

TEACHER-IN-CHARGE \$1,200/year, plus an additional \$85 per day beyond ten (10) days

APPENDIX B
LEGACY B+15 COLUMN

Access to the following B+15 column shall be a legacy column accessible only to those employees who were on the BA+15 column as of July 1, 2019, as well as those who notify in accordance with the terms of the collective bargaining agreement by November 1, 2019 of anticipated course work to meet the 15 credit threshold to be completed by the end of the 2020-2021 school year.

<u>2022-2023</u>	<u>B+15</u> <u>2023-2024</u>	<u>2024-2025</u>
2%	2.25%	2.5%
\$48,359	\$49,447	\$50,683
\$49,810	\$50,930	\$52,204
\$51,305	\$52,459	\$53,771
\$52,842	\$54,031	\$55,382
\$54,430	\$55,655	\$57,046
\$56,062	\$57,324	\$58,757
\$57,744	\$59,043	\$60,520
\$59,477	\$60,815	\$62,336
\$61,262	\$62,641	\$64,207
\$63,099	\$64,519	\$66,132
\$64,993	\$66,455	\$68,116
\$66,943	\$68,449	\$70,160
\$68,951	\$70,502	\$72,265
\$71,020	\$72,617	\$74,433

APPENDIX C
EVALUATION INSTRUMENT

Table of Contents

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

- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) General Provisions

The changing of dates in this document would require mutual agreement between the parties.

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, but not

less than (15) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The faculty and administration will meet to collaboratively discuss District-determined Measures when guidance is released by DESE.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. Change in assignment does not change an Educator's PTS.
 - 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 forty (40) school 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.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance

(the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).

- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the 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 the Supervising Evaluator’s 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 the Educator’s 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.
- K) **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.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N) ***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.

- O) ***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.
- P) ***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.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **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.
- S) ***Observation:** Upon entering the observation location the Evaluator shall use the school specific agreed upon process to notify the Educator that an evaluation is in progress. A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but not less than fifteen (15) minutes by the Evaluator may include examination of artifacts of practice including student work. An observation shall occur in person. There shall be no videotaping of the evaluation process unless requested by 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.
- T) **Parties:** The Association and the School Committee are parties to this Agreement.
- U) ***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.

- V) ***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.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **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)
- Z) ***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
- AA) ***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.
- BB) ***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.
- CC) ***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.
- 3) ***Trends in student learning:** At least two (2) years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low for Educators without Professional Teacher Status. At least three (3) years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low for Educators with Professional Teacher Status.

Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-

developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least three 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.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration, but at least fifteen (15) minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) This will be reviewed once DESE has the language. Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The District will adopt the DESE created Rubrics.

5) Evaluation Cycle: Training

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

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st 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:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) 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. Prior to the goal-setting process, school and/or district leaders will provide Educators with available assessment data and copies of the school and/or district goals.
- ii) For Educators in their first year of practice, the Evaluator or the Evaluator's designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) 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 the Educator's second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- 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 bargained after ESE issues guidance on this matter.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. 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.

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

- A) In the first year of practice or first year assigned to a school:

- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least 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 number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th for PTS and NON-PTS Educators. The Evaluator may conduct additional observations after this date.

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

- A) Unannounced Observations
 - i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator, but not less than fifteen (15) minutes.

- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 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
 - (1st) 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.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any

standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- (1st) Describe the basis for the Evaluator's judgment.
- (2nd) Describe actions the Educator should take to improve the Educator's performance.
- (3rd) Identify support and/or resources the Educator may use in the Educator's improvement.
- (4th) State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place 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 the Educator's 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. If so, the Educator's response will be attached to the Formative 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.

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

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

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. If so, the Educator's response will be attached to the Formative Evaluation 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.

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plans, the summative report must be written and provided to the Non-PTS Educator and the PTS Educator by May 30th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 30th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur within five (5) school days of receiving the summative evaluation.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- P) The Educators and Evaluators recognize that there may be times when there are extenuating circumstances necessitating Educator and/or Evaluator absence; such as illness, maternity leave, paternity leave, or death in the family that may prevent various timelines from being met.

15) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator

effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

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

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 30th.
- 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.

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) 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 for a time period sufficient to achieve the goals outlined in the Improvement plan, but no fewer than forty (40) school 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.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) 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.
- E) 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.
- F) 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.
- G) 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.
- H) 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.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of the following decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved the Educator's 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 the Educator's summative rating at the end of the Educator's 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 the Educator's Summative rating at the end of the Educator's 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.
- ii) An Educator upon receiving a decision of dismissal by the Evaluator or Superintendent may:
- a) Present any artifacts or evidence to refute the Evaluator's recommendation for dismissal.
 - b) May proceed to the grievance procedure identified in the General Provisions of this document ("Violations of the Article are subject to the grievance and arbitration procedures.")

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 30
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	Within five (5) school days of receiving the Summative Report.
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10

Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15
--	---------

A) Educators with PTS on Two Year Plans

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

B) Educators on Plans of Less than One Year

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal’s decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

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

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the 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.