

CONTRACT

between

HALIFAX SCHOOL COMMITTEE

and

HALIFAX TEACHERS ASSOCIATION

July 1, 2021 - June 30, 2022

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## ARTICLE I

### PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Halifax, we, the undersigned parties to this Contract, declare that:

1. The School Committee of the town of Halifax (hereinafter referred to as the Committee) has general charge of the public schools in the Town of Halifax and is responsible for establishing all policies governing the operation of the Halifax schools in accordance with the laws of Massachusetts.
2. The Superintendent of Schools of Superintendency Union 31 (hereinafter referred to as the Superintendent) is the Executive Officer of the Committee and is responsible for the administration of the schools within the framework of policy established by the Committee.
3. The teaching staff of the public schools of Halifax is responsible for providing in the classrooms education of the highest quality. Good morale within the teaching staff is essential to achieve this purpose.
4. The Halifax Teachers Association (hereinafter referred to as the Association) is responsible for encouraging the competence and conduct of its members, in meeting standards of professional excellence and for promoting good morale within the staff.
5. In order to cope with increasing changes, newer technologies, and legislative mandates which require greater expertise and more varied approaches to education, everyone involved in the educational process should take advantage of as many avenues as possible to increase his or her knowledge and competence by taking additional courses, participating in workshops, subscribing to professional journals, sharing information with other personnel, etc.
6. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Administration, and the teaching staff in the formation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.
7. To help give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE II**

### **RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, in accordance with the General Laws of Massachusetts, the Committee recognizes the Association as the exclusive representative of a unit consisting of all full time teachers and nurses in the Halifax School system, including those classroom teachers whose salaries may be funded with federal or state grants, and those teachers who work part-time in Halifax but are employed on a full time basis cooperatively with the Committees of Kingston and/or Plympton. The bargaining unit shall exclude the following employees:

1. All Directors, Principals and other supervisory or administrative personnel.
2. All employees of summer and other special school programs regardless of origin.
3. All part-time employees, except as provided above, employees working on a per hour or per diem basis, teacher aides, substitutes and student teachers.
4. This agreement is applicable to the nurse only where specifically stated.

## **ARTICLE III**

### **NONDISCRIMINATION**

The Committee and the Association agree to continue their policy of not discriminating against any person on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity or age, in accordance with law. Applicable to nurses.

## **ARTICLE IV**

### **SCHOOL YEAR**

The school year is to be considered as running from the last Monday in August through June 30 of the following calendar year and will be no more than one hundred eighty-four (184) days, except for new personnel who may be required to attend additional orientation sessions. The teacher's work year will begin two workdays immediately preceding the student school year. One of these work days shall be used for professional development. The other of these work days will be used for preparing the classroom for the opening of school, as well as meetings with the Superintendent and the Principal as well as the Assistant Principal. Two other professional development days will occur during the course of the school year. The final student school day will be a half-day and the second half of the day will be used for duties associated with the normal closing of school for the summer, as determined by the building principal. Applicable to nurses.

## **ARTICLE V**

### **SCHOOL DAY**

The school day for teachers shall not be lengthened without prior negotiations with the Association. Teachers shall be required to be present a minimum of thirty (30) minutes before and thirty (30) minutes after the time that the students are required to be in school, except for days before holidays and vacations and days of emergency closings, when only a skeletal force shall be required to remain the usual thirty (30) minutes. Early release days for students are regular workdays for teachers. Teachers shall be able to work on individual work on one (1) early release day preceding the issuance of report cards in June. In no event should the teacher workday exceed seven (7) hours and fifteen (15) minutes except as provided in Article VII. Applicable to nurses.

## **ARTICLE VI**

### **PROFESSIONAL RESPONSIBILITY**

1. Included in the professional responsibilities of teachers is the necessity of sometimes working beyond the regular workday for purposes of staff meetings, conferences with parents, and giving extra help to students, and teachers in the Halifax will meet their professional responsibilities in these areas. Teachers may be required to attend up to fourteen (14) staff meetings per year to end no later than 4:00 P.M. No more than three (3) such meetings may be held in any one (1) month. In addition, teachers may be required to attend up to four (4) grade level meetings per month to begin no later than 2:50 P.M. and to end no later than 3:30 P.M. Additionally, teachers may be required to attend up to three (3) evening meetings per school year.
2. There shall be at least one teacher on duty and in attendance during lunch and recess periods. Duties involving lunch and recess periods shall be assigned in an equitable and impartial manner. The number of teachers required and specific duties involved in the supervision of these activities shall be under the direction of the Principal. It is agreed that the implementation of this Section 2 of Article VII shall be consistent with past practice.
3. The employer will provide at the teacher's request written verification of participation to any member of the bargaining unit who serves on any committee or who participates in any workshops, conferences, or other type of professional development meetings or activities conducted under the authority of the Halifax School System. Such verification shall include the nature of the activity the bargaining unit member engaged in, and the amount of time involved in the participation.

## **ARTICLE VII**

### **DUTY-FREE TIME**

Teachers shall be guaranteed a minimum of thirty (30) minutes duty-free time per day, which is to include a twenty (20) minute lunch period.

For the term of this contract, the provisions of the previous sentence will be suspended under the following conditions:

1. Teachers shall be guaranteed a twenty (20) minute duty-free lunch period each day, and the teachers agreed to cover for each other to implement this provision.
2. The School Committee agrees to make an effort within the approved budget to provide the teachers with an additional ten (10) minutes of duty-free time per day.

## **ARTICLE VIII**

### **PREPARATION TIME**

All classroom teachers shall have a minimum of four (4) preparation periods per week of at least forty (40) consecutive minutes each when the art, music, physical education teachers, and the librarian are conducting classes in their respective subject areas. If due to the absence of a special subject teacher, the classroom teacher is required to remain with his/her class during a preparation period, the classroom teacher will be compensated at the rate of twenty dollars (\$20.00) per period.

All other teachers shall have a minimum of one hundred sixty (160) minutes of preparation time per week with each preparation period being at least twenty-five (25) minutes long.

Said periods shall be considered teacher preparation time except that teachers shall be available for special meetings such as, but not limited to, TEAM evaluations, if such meetings cannot be scheduled at other times. If during more than three of a teacher's preparation periods in a school year the teacher is called to one of these special meetings, the teacher shall be paid twenty dollars (\$20.00) for each such meeting beginning with the fourth (4th) meeting.

In the event that a librarian is no longer employed, then classroom teachers will be entitled to three (3) preparation periods per week and all other teachers, one hundred twenty (120) minutes per week.

## **ARTICLE IX**

### **TEACHER AIDES**

The Committee and Administration are responsible for the employment and performance of teachers' aides in their school. The Committee agrees to employ aides primarily for, but not limited to, providing relief for the teachers from playground and cafeteria duties.

## **ARTICLE X**

### **SALARY ADVANCEMENT**

1. Teachers who perform their duties satisfactorily shall normally receive an annual increment until the maximum salary is reached. Increments may be withheld only because of unsatisfactory service.
2. Credits will be given for the Bachelor + 15 program only if approved graduate credits are obtained from colleges or universities accredited by a regional or national accrediting agency, whether or not working for a Master's Degree. Courses must have prior approval of the Superintendent. Courses which have already been completed that meet the above requirements will be applied to the Bachelor + 15 program.
3. Teachers shall be eligible to apply approved graduate credits toward lateral movement beyond the Master's level on the Salary Schedule if those credits were earned after completion of the requirements for the Master's Degree or if the class is required by the District.

## **ARTICLE XI**

### **REIMBURSEMENT FOR COURSES**

The course reimbursement rate shall be recalibrated such that the amount of money reimbursed will be equal to the rate for three (3) Graduate credits at Bridgewater State University for Post-Masters employees and for twelve (12) credits for Pre-Masters employees

1. All courses must be taken at colleges and universities accredited by a regional or national accrediting agency with the following exception: special courses may be taken at other institutions subject to prior approval by the Superintendent. The following guidelines shall be used for the Superintendent's approval of reimbursement of tuition costs:
  - a. A course is taken to meet re-certification requirements;
  - b. A course is taken to address professional development plan requirements as per the State;
  - c. A course is taken to fulfill teacher goals as approved by the Principal;

- d. A course is taken to fulfill school and district goals;
  - e. Other courses as approved by the Superintendent.
2. The teacher must have the written approval of the Superintendent on a form provided by the School Department prior to the taking of the course.
  3. No reimbursement shall be given for any course(s) receiving a grade of less than B- or the college or university equivalent.
  4. No reimbursement shall be made until an official transcript of the course(s) and grade(s) is received from the institution.
  5. Reimbursement shall be made during the fiscal year in which the course is taken. In order for a member of the bargaining unit to receive reimbursement for an approved course completed by the member during any one year (to be from September 1 of one calendar year to August 31 of the next calendar year), the member must have submitted her/his evidence required by this Article to the School Department by November 1 next following said August 31. In the event that an approved course taken by a member of the bargaining unit begins during a given year as described above, and is not completed until a point during the subsequent year beginning September 1, the member shall be reimbursed provided she/he submits her/his evidence required by this Article within sixty (60) days from the completion of the course. Exceptions to the above time limits shall be granted to a teacher who can document that she/he received her/his grade in a course after the foregoing appropriate time limit expired.
  6. Course reimbursement will not be given for a pass/fail grade if the choice of a letter grade was available to the teacher. In order to receive reimbursement for a pass/fail grade, the teacher must submit written documentation from the college or university that no letter grade was available.
  7. Teachers without professional teacher status and hired after July 1, 2008 may be required to take one (1) course determined by the Administration within the first three (3) years of employment. Reasonable advance notice of the required course will be provided to the teacher to the extent possible.
  8. The teacher is solely responsible for initiating and fulfilling all the provisions of this agreement.
  9. Provided that the teacher is under contract to the Committee, reimbursement shall be made as soon as is practicable after all provisions of this agreement have been fulfilled and reimbursement is approved by the Committee.
  10. The Committee reserves the right to refuse reimbursement if the established procedure is not followed.
  11. Applicable to nurses.

## **ARTICLE XII**

### **SICK LEAVE BANK**

Each teacher shall contribute one day of sick leave to a sick leave bank. Days in the bank shall be utilized to provide sick leave benefits for teachers and nurses who have exhausted their accumulated sick leave. Teachers may not draw more than 110 days from the sick leave bank in any one school year. The sick leave bank may only be utilized for the employees own illness or injury. The bank shall be administered by a sick leave bank committee composed of three representatives from the Association and three representatives from the School Committee. In the event of a tie, the committee will utilize the service of the Division of Labor Relations in order to break the tie. The committee will establish guidelines under which applicants to the bank are entitled to benefits. Any time accumulation of days in the bank drops below thirty (30), each member shall contribute an additional day.

Process for applying:

1. Send a letter to the Superintendent and to the Membership Chair of the Association.
2. Provide a doctor's note and relevant medical documentation explaining the need and approximate days requested. The physician's signature and stamp must be on the explanation of diagnosis and prognosis.

## **ARTICLE XIII**

### **EVALUATIONS**

1. Teachers will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. Evaluations shall be discussed with the teacher as soon as possible after the teacher receives the written evaluation, preferably the same day.
2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. Any substantiated complaints regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher.
4. Members of the bargaining unit shall be evaluated according to the evaluation procedures and instrument negotiated pursuant to the Education Reform Act of 1993. These procedures and instrument are incorporated as part of this Agreement and identified as Appendix C.

**ARTICLE XIV**

**DISCIPLINE**

1. The Halifax Teachers Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency of professional performance or conduct.
2. No teacher will be disciplined, reprimanded, or deprived of any professional advancement without sufficient reason.
3. If a teacher is to be disciplined or reprimanded by a member of the administration he/she shall be notified of his/her right to have a representative of the Association and/or counsel present.
4. Applicable to nurses.

**ARTICLE XV**

**LIAISON**

So as to foster and encourage a sound educational system while at the same time ensuring a harmonious relationship between the parties to this Contract, both parties to this Contract or their representatives may meet to discuss matters of concern to both parties and matters concerning the general education of the children in the public schools of Halifax. These meetings may be at the request of either party and at times agreed upon by both parties. These meetings are to encourage a free exchange of ideas between the parties and to provide an opportunity for discussion of matters not covered by this Contract. The Superintendent or his/her representative may be present at these meetings and may participate in the discussion. By agreement of the parties, persons with particular qualifications and experience in the matters under discussion may participate in the meetings.

**ARTICLE XVI**

**SENIORITY**

1. Introduction

In the event that the School Committee determines to reduce the number of employees in the bargaining unit, the procedure set forth hereinafter shall apply. Said Reduction in Force procedure only applies to teachers with professional teacher status under Massachusetts General Laws Chapter 71, Section 41.

### 3. General

- (a) The Committee shall determine the position or positions to be eliminated or reduced in hours and shall so advise the Association and the affected employee(s) in writing.
- (b) The Superintendent shall terminate or not renew the employment of those teachers who have not attained professional teacher status, provided that such termination or non-renewal will permit the staffing of all anticipated positions by certified teachers with professional teacher status.
- (c) If implementation cannot be fully accomplished as provided in Paragraph (b) hereof, the Superintendent shall terminate the employment of those teachers who have attained professional teacher status based on job performance and the best interest of the students and whose termination will permit the staffing of all anticipated positions by certified and qualified teachers. A teachers' job performance and a student's best interest shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L.,c.71, s. 38 and as compared to other teacher's past summative overall evaluation ratings in the targeted discipline in the prior six (6) year period. 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 developed under said §38 and that are defined by the board as proficient and exemplary.
- (d) If the above factors are equal the seniority list shall apply.

### 3. Definitions

#### **Area –**

Within each of the two separate certification (N-3 and/or 1-6) all teachers will be considered as the same area.

**Seniority** - Seniority shall be defined as the length of continuous service in the Halifax Elementary School. Seniority shall be computed from the first day of work (not hiring date by the Employer) as a member of the bargaining unit.

In the event of a tie or ties, seniority shall be determined by the drawing of lots by such employees.

**Certification** - Certification for the purpose of this Agreement shall be official credentials from the Massachusetts State Department of Education, Bureau of Teacher Certification.

**Temporary Appointments** - Temporary appointments shall be defined as teacher appointments which are not expected to continue longer than one (1) school year. (Examples: positions of teachers on leaves of absence, positions created by temporary pupil needs not expected to continue beyond one (1) school year).

4. Seniority List

The Superintendent of Schools, at the beginning of each school year, will prepare a certification-seniority listing of all professional personnel represented by the Halifax Teachers Association. The aforementioned Seniority List shall be forwarded to the President of the Association.

5. Leave of Absence

Leaves of absence approved by the Employer shall not be deemed to interrupt continuous service. Such leaves will not be counted toward seniority. Teachers on leaves of absence shall be eligible for layoff due to Reduction In Force as though they were currently serving on active duty.

6. Notification

Whenever possible, the decision to lay off staff due to an intended Reduction In Force will be made before the close of school of the preceding school year. Notification to affected staff members will also, whenever possible, be made prior to the close of school.

7. Recall

Teachers laid off due to Reduction In Force will be placed on the recall list for fifteen (15) calendar months.

Teachers on the recall list will be recalled for filling vacancies in their field of certification in reverse order of their layoff.

Teachers on the recall list will be given serious consideration in filling substitute teaching vacancies in their field of certification and/or experience. Teachers must indicate their desire for substitute work in writing.

Teachers may continue such insurance coverage during the said period for which they are eligible for recall as permitted by C.O.B.R.A.

When a vacancy occurs, the appropriate teachers on the recall list will be notified by certified mail at their last recorded address. It shall be the responsibility of personnel on the recall list to inform the office of the Superintendent of Schools, in writing, of changes in address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fifteen (15) calendar days of the post-marked date of the Superintendent's letter shall be considered a rejection of such offer, and the teacher shall be dropped from the recall list.

Upon return to employment from the recall list, teachers will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoffs. Teachers on layoff during the school year, upon return, will be placed on the

next step of the salary schedule if they had served for a minimum of ninety-three (93) days during the year of layoff.

Teachers filling temporary appointments at the time of layoff due to Reduction In Force shall have no recall rights.

## **ARTICLE XVII**

### **SEPARATION**

Any teacher wishing to leave the employ of the Halifax School system will notify the Superintendent in writing at least thirty (30) days in advance of the final day of employment, giving the date of separation.

Any member of the bargaining unit who wishes to retire or resign from his/her position with the Halifax School System at the end of the school year should serve written notice to the Superintendent of his/her intent on or before February 1 of the Fiscal Year in which s/he intends to retire.

## **ARTICLE XVIII**

### **LEAVES OF ABSENCE - GENERAL PROVISIONS**

1. To be eligible for paid leave, a teacher must report the absence to the Principal as early as practicable, but not later than 7:00 A.M., unless otherwise excused, on the first day of absence from work and on each subsequent day in accordance with procedures established by the Principal.
2. A teacher who misuses paid leave shall be subject to disciplinary action, including the deprivation of future paid leave. A teacher who misuses paid leave shall have one day's salary deducted from his/her annual salary for each day of unauthorized absence.
3. Within the limits of this Article, paid leave may be effective for more than one period during the same school year.
4. In order to qualify for leave during a school year, a teacher must report for, and complete, a full, regularly-scheduled workday in September of each school year. The terms of this paragraph shall not apply to the granting of sick leave to veteran teachers who have accumulated sick leave from prior years.
5. Medical evidence of fitness to work may be required before an employee returns to work from any health-related leave that exceeds two (2) weeks, or any other leave during which a disability (which would have qualified for sick leave pay if the employee had been on a pay status) occurs. The Employer may also, at its discretion, require an

additional medical certificate at its own expense from the employee's doctor or from another doctor of whom the Employer approves.

6. Applicable to nurses.

## **ARTICLE XIX**

### **BEREAVEMENT LEAVE**

Any member of the bargaining unit who has a bereavement in his/her immediate family or of another person living in the member of the bargaining unit's household shall be allowed five (5) school days to complete personal obligations. This time shall not be deducted from sick leave but shall be in addition to any sick leave provisions. For purposes of this section, immediate family is defined to be: spouse, parent(s), brother(s), sister(s), child(ren), parent(s)-in-law, daughter(s)-in-law, son(s)-in-law and grandparent(s).

In addition, a member of the bargaining unit shall be granted two (2) days per year for the funeral of aunts, uncles, nieces or nephews. These two (2) days, if used, will be deducted from the member's accumulated sick leave, but will not be charged against the member's attendance incentive pursuant to Section 7 of Article XXV of this Agreement.

The Employer reserves the right to grant bereavement leave beyond this provision in cases where the bereaved party shows unusual and/or exceptional circumstances.

Applicable to nurses.

## **ARTICLE XX**

### **TEMPORARY LEAVES OF ABSENCE**

Members of the bargaining unit shall be entitled to the following temporary leaves of absence with pay each school year:

1. Three (3) days leave of absence with pay each school year for the purpose of conducting necessary and important personal business which cannot be conducted outside of the regular school day. It is understood that absence of the teacher interrupts the educational process and must, therefore, be held to a minimum. It is understood that teachers will make a sincere effort to attend to their personal business during non-working hours and that requests for personal leave will be submitted only when a sincere effort has been made by the teacher to schedule personal business so as not to interfere with their work commitment. Such leave shall not be used to extend a holiday, or a vacation period, and must have the prior permission of the Superintendent. A member of the Bargaining Unit seeking to utilize a day of Personal Leave will obtain a form designed for this purpose from his/her school office. This form will contain a list of categories, as shown below. The teacher will indicate by a check mark which category of "Personal Leave" is

applicable to his/her situation. Both the Committee and the Association acknowledge the impossibility of creating a list to cover all eventualities, hence category (E) has been created.

Categories:

- A. Court Obligations
  - B. Real Estate Closings
  - C. Summons by or to a Government Agency
  - D. Adoptions
  - E. Equivalent Personal/Family Business which cannot be scheduled during non-working hours.
2. Up to three days shall be granted with pay if necessitated by religious observances.
  3. Teachers shall be granted time necessary to serve on Jury Duty. Salary paid by the Committee shall be the teacher's daily rate of pay less any money paid by the County for such Jury Duty.
  4. Applicable to nurses.

## **ARTICLE XXI**

### **PROFESSIONAL LEAVE**

1. Members of the bargaining unit shall be provided at least one (1) day per year with pay to attend conferences, workshops, and curriculum development activities. Members must make application for professional leave at least ten (10) days in advance of the leave. Members who take professional leave shall submit a written report to the Superintendent or his/her designee concerning the conference, workshop, or other activity. The Superintendent of Schools shall, at all times, retain the right to deny any request for professional leave based on the substantive educational merits of the request.
2. Applicable to nurses.

## ARTICLE XXII

### PARENTAL LEAVE

Teachers in the Halifax School system will be granted leave in accordance with the law. Parental leave beyond the statutory provisions will be granted to an employee on professional teacher status, without pay or increment, on the following conditions.

1. Leave shall not exceed two (2) full school years beyond the portion of the school year during which birth occurred.
2. The employee must notify the Superintendent as far in advance as possible prior to his/her beginning leave date.
3. The employee must notify the Superintendent, in writing, on or before April 15 of his/her intention to return the following school year.
4. The Superintendent may require that parental leave begin or end in conjunction with the beginning/ending of a particular marking period to provide for continuity in the educational program.
5. An employee may apply her accumulated sick leave to her disability periods resulting from her pregnancy, childbirth and recovery from childbirth as certified by the employee's attending physician.
6. **Special Parental Leave**  
Special parental leave shall be granted to an adopting parent or to an employee whose spouse gives birth to a child in accordance with the following provisions:
  - (a) Leave shall not exceed one (1) full school year beyond the portion of the school year during which the adoption or birth occurred. An employee who takes a special parental leave at a time other than at the time of a birth or adoption shall be granted a leave of one (1) school year for the care of his/her child under the age of six.
  - (b) The employee must notify the Superintendent as soon as the pregnancy is determined or when approval for adoption is received.
  - (c) The employee must notify the Superintendent, in writing, on or before April 15 of his/her intention to return the following school year.
  - (d) The superintendent may require that this special parental leave begin or end in conjunction with the beginning/ending of a particular marking period to provide for continuity in the educational program.

(e) This special parental leave shall be granted only to employees with professional teacher status and shall be granted without pay or increment.

(f) Sick leave provisions shall not apply to special parental leave.

8. Applicable to nurses.

### **ARTICLE XXIII**

#### **SABBATICAL LEAVE**

1. The purpose of sabbatical leave is to provide an opportunity for doing graduate study, research, and to generally increase the professional ability of members of the teaching staff.
2. To be eligible for sabbatical leave, a teacher must have served in Halifax in that capacity for a period of seven (7) full years prior to the granting of said leave. A teacher shall be eligible for sabbatical leave after each seven (7) full years of teaching service in the Halifax School system.
3. All requests for sabbatical leave must be submitted for approval to the Superintendent on or before April 1 for leave for the following full school year, or during the first semester of the following school year, and on or before October 1 for leave during the second semester of the school year. These requests are subject to Committee approval for the course of study. The Committee shall notify the applicant of its decision to grant or deny the request for sabbatical leave not later than one (1) week after the second regular meeting following receipt of the application. The Committee reserves the right to grant a sabbatical leave to as few as one (1) staff member per semester.
4. Either one (1) full college semester or one (1) full year of sabbatical leave will be granted at one-half the salary the teacher would ordinarily receive if he/she had remained in the active teaching service of the Halifax School Department during the period of leave.
5. The teacher's professional teacher status, regular salary increments, and professional status shall not be impaired as a result of the grant of sabbatical leave.
6. Prior to the granting of sabbatical leave by the Committee, the teacher must enter into a written agreement with the Committee that he/she will return to the service of the public schools of the town of Halifax in a professional capacity for a period equal to twice the length of the sabbatical leave, as provided in State Legislation, Chapter 71, Section 41A, of the General Laws. The method of salary payment during the sabbatical leave and repayment in cases of default shall be established by the Superintendent prior to the period of leave.

## ARTICLE XXIV

### SICK LEAVE

Teachers absent during the school year because of illness, disability, or quarantine, shall receive full pay for each day of absence subject to the following provisions:

1. Sick leave shall be granted and taken only as the teacher is prevented from working because of the valid sickness, injury, or quarantine of the teacher or the quarantine of any member of the teacher's family residing in the same household.
2. In the event it is necessary for a teacher to care for an ill member of his/her immediate family, resident in the same household, the teacher may use up to five (5) days per year of his/her personal sick leave. A member of the bargaining unit may use any of these five (5) days to care for his/her ill parent whether or not the parent lives in the member's home.
3. Each teacher shall be eligible for fifteen (15) days of sick leave at full pay per full school year, or a pro-rated lesser amount if the teacher works less than a full school year. A teacher employed after the beginning of the school year shall be eligible for paid sick leave according to the number of full calendar months remaining in the school year, providing the teacher reports for and completes a full regularly-scheduled workday.
4. A teacher who does not complete the school year, who has taken paid sick leave in excess of the authorized number of days (based on one and one-half [1 ½] days per calendar month worked), shall have deducted from his/her final salary payment an amount of money equal to one (1) day's pay for each day of paid sick leave taken in excess of the authorized amount.
5. Sick leave shall be allowed to accumulate without limitation.
6. A doctor's certificate indicating the nature and continuance of the disability may be required for any absence under this article and shall be furnished, if requested, to the Superintendent or his/her designee if the absence continues for five (5) consecutive days. The Superintendent may require further certification for absence continuing beyond the aforesaid five (5) consecutive days.

Medical evidence of fitness to work may be required before an employee returns to work from any health-related leave that exceeds two (2) weeks, or any other leave during which a disability (which would have qualified for sick leave pay if the employee had been on a pay status) occurs. The Employer may also, at its discretion, require an additional medical certificate at its own expense from the employee's doctor or from another doctor of whom the Employer approves.

7. Any teacher or nurse with perfect attendance during the school year will receive an incentive bonus equal to one day's pay at 1/184th of their annual salary, to be paid as soon as possible the following fiscal year. A teacher or a nurse shall be considered to

have perfect attendance if he/she uses no sick leave beyond the two (2) days provided in the event of the death of an aunt or uncle, and no personal business days during the work year provided, however, that if a teacher applies for a personal day in accordance with the provisions of Article XXII of this Contract as a result of being summonsed to court in a case in which said teacher is not a litigant or does not have any legal interest, this personal day shall not be charged against the teacher's perfect attendance.

8. Applicable to nurses.

## ARTICLE XXV

### INSURANCE

1. Group Health, Accident and Life Insurance Plan

All teachers are eligible to participate in the Town's group insurance program; one-half the cost of which is being paid by the Town of Halifax. Neither the Employer nor Town will operate such benefit program, but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. Any claims or disputes concerning eligibility for, or payment of, benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance procedure hereunder. It should be noted that the Blue Cross/Blue Shield program requires notification of sickness or injury within twenty-four (24) hours.

2. Worker's Compensation

The Town's Worker's Compensation Policy covers all school department employees with direct regard to sickness or injury suffered in connection with their employment. The Worker's Compensation Law requires that first notice of sickness or injury be made to the Industrial Accident Board within forty-eight (48) hours after it occurs. Therefore, every employee must report to the Principal as soon as is practicable any and all accidents or sickness that may be employment-connected. Any claims or disputes under the Worker's Compensation Act shall be determined in accordance with the applicable insurance policies and contracts, and shall not be subject to the grievance procedure hereunder.

3. The employee's share of group health insurance premiums shall be deducted from the employee's pay in accordance with Section 125 of the Internal Revenue Service Code, and in accordance with any other state or federal regulations which may apply.
4. Applicable to nurses.

## ARTICLE XXVI

### GRIEVANCE PROCEDURE

The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Contract. All such grievances shall be handled as provided in this Article. With respect to matters grievable under the Contract, the parties agree to utilize the grievance procedure as their sole and exclusive recourse. If the Committee, Association, or employees represented by the Association initiate a charge or cause of action before a court or any administrative agency, the grievance under the Contract shall be deemed to be waived.

1. The objective of both parties is the prompt resolution of all grievances at the lowest possible organizational level. All grievances shall be promptly considered solely and strictly on their merits.
2. Definitions
  - (a) A **grievance** is a dispute involving the meaning, interpretation, or application of any or all specific provisions of this contract.
  - (b) A **party in interest** is the person or group with the grievance, including nurses, any person who might be required to take action, any person against whom action might be taken, or any witness who might be called during the grievance procedure or in resolving the grievance.
  - (c) The **Grievance Committee** is the committee representing the Association in considering and presenting grievances.
3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved party shall permit the aggrieved party to proceed to the next step.
4. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be considered as acceptance of the decision rendered at that step.
5. A grievance that affects a group or class of teachers from more than one building supervised by more than one Principal, or that is of a general nature, may be submitted, in writing, by the Association to the Superintendent, and the processing of such grievance shall start on Level Two:
6. Procedure
  - Level One
    - (a) All teachers are encouraged to discuss with the Principal any questions concerning the provisions and/or application of this Contract.

- (b) Should any teacher or teachers feel they have a grievance, they should bring it to the Grievance Committee for discussion and clarification.
- (c) Should the teacher or teachers then feel they have a just grievance, the teacher or teachers and, if the aggrieved party wishes and the Association agrees, the Grievance Committee, or its representative, shall present the grievance to the Principal within ten (10) school days of the occurrence on which the grievance is based.
- (d) The Principal will notify the aggrieved party of his/her decision, in writing, within ten (10) school days of the receipt of the grievance.

#### Level Two

- (a) If the grievance has not been disposed of to the satisfaction of the aggrieved employee and the Association at Level One, or if no decision has been reached within ten (10) school days after receipt of the grievance by the Principal, the grievance shall be referred to the Superintendent by either the aggrieved party or the Association within five (5) school days of the final disposition under Level One. The grievance shall be submitted in writing, shall be signed by the aggrieved party and by the Grievance Committee, and shall specify the provision or provisions of this Contract alleged to have been violated.
- (b) Within ten (10) school days after receipt of the written grievance, the Superintendent or his/her designee shall confer with the aggrieved party and the Grievance Committee or its representative. The Superintendent or his/her designee shall render his/her decision, in writing, to the aggrieved party and the Association as soon as possible after this meeting, but no later than ten (10) school days after this meeting.

#### Level Three

- (a) If the grievance has not been disposed of to the aggrieved party's and the Association's satisfaction at Level Two, or if no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance shall be referred to the Committee by either the aggrieved teacher or teachers or the Association within ten (10) school days after the final disposition under Level Two. The grievance shall be submitted in writing, shall be signed by the aggrieved teacher or teachers and by the Grievance Committee, and shall specify the provision or provisions of this Contract alleged to have been violated.
- (b) At its next regular meeting or at a special meeting called for the purpose of considering the grievance, the Committee shall meet with the aggrieved party and the Grievance Committee or its representative. The Committee will notify both the aggrieved party and the Association of its decision as soon as practicable after this meeting but no later than ten (10) school days after its next regular meeting.

#### Level Four

- (a) If the grievance has not been disposed of to the aggrieved party's and the Association's satisfaction at Level Three, or if no decision has been rendered within ten (10) school days after the next regular meeting after the Level Three meeting, the Association may refer the grievance to arbitration within ten (10) school days of the final disposition under Level Three. The grievance shall be submitted in writing, shall be signed by the aggrieved party and the Grievance Committee, and shall specify the provision or provisions of this Contract alleged to have been violated. The Committee shall be notified that the Association is referring the grievance to arbitration and shall be provided a copy of the grievance as it is to be submitted to the Arbitrator.
  - (b) The Arbitrator shall be selected by agreement between both parties to this Contract. If both parties do not agree upon an Arbitrator, the selection shall be made by the American Arbitration Association in accordance with its rules and regulations.
  - (c) The Arbitrator shall have no power or authority to change, modify, alter, add to, or detract from any of the provisions of this Contract.
  - (d) The Arbitrator shall hold a hearing on the grievance as soon as it is practicable after his/her selection, giving all parties a full opportunity to be heard.
  - (e) The Arbitrator shall endeavor to render his/her decision, in writing, within thirty (30) calendar days after the close of the hearing. This decision shall be binding on both parties.
  - (f) The expenses of the arbitration proceedings, including the fees and expenses of the Arbitrator, shall be borne equally by the Committee and the Association. Each party shall bear the cost of preparing and presenting its own case.
7. Should the Committee feel that any or all provisions of this Contract are being violated by any teacher, group of teachers, or the Association, the Committee shall notify the Grievance Committee of the action in question, the provision or provisions of the Contract alleged to have been violated, and the action the Committee intends to take to correct this alleged violation.
8. Settlements of grievances hereunder shall be retroactive if the case demands, but in no event shall a settlement be retroactive beyond the date on which the grievance was first presented in writing to the Principal or to the Superintendent if the grievance was submitted to the Superintendent under Item #5.
9. The Association agrees that neither it nor its members individually or collectively will cause, condone, sanction, or take part in any strike, walkout, work stoppage, or slowdown or withholding of services during the period that this Agreement is in effect. The

Association agrees that it will use its best efforts to secure immediate return to work if any interruption of work by an employee occurs. Any employee who violates this provision shall be subject to discipline and/or discharge. The only matter subject to the grievance and arbitration procedure is the question of participation in any of the acts prohibited by this section.

10. Election of Remedies – Any suspension or termination of a teacher may be processed under General Laws, Chapter 71, Section 42 or 42D or under the grievance procedure, but not processed under both.

## **ARTICLE XXVII**

### **DEDUCTIONS**

1. Teachers who are members of the Halifax Teachers Association, Massachusetts Teachers Association, National Education Association, or all three Associations may have dues deducted from their salary checks if they so desire. These deductions will be made in accordance with the system in effect in the Silver Lake Regional School District.
2. Century Bank, Educator's Division payments or Plymouth County Federal Credit Union payments will be deducted from the salary of any teacher who so wishes, providing there is no liability or responsibility on the part of the Town or the Committee in this Agreement.
3. Applicable to nurses.

## **ARTICLE XXVIII**

### **SALARY PROVISIONS & SCHEDULES**

1. The salary schedule included in this Contract shall be used in determining the teachers'/nurses' salaries.
2. All teachers covered by this Agreement shall be paid in twenty-one (21) equal installments, with the last payment due on or before June 30, or in twenty-six (26) equal payments, with the last five (5) payments due on or before June 30, provided that the service required by this Agreement, relative to the length of the school year and the number of days teachers are required to be in attendance, has been rendered.
3. The salary of a teacher commencing service in Halifax shall be determined by the Superintendent, upon the appraisal of training, experience, and other qualifications at the time of appointment.
4. Advancement from any one step to another shall take place only at the beginning of the school year. Change from one degree level to another shall take place at the beginning of

the school year or on January 1, so long as the teacher anticipating such change shall notify the Superintendent, in writing, of the potential change at least sixty (60) days before the effective date of the change.

5. The Committee reserves the right to exceed any salary step or the maximum salary upon recommendation of the Superintendent in order to foster special skills or for extra services.
6. One day's salary shall be considered 1/184th of the annual salary.
7. Applicable to nurses.
8. **Salary Schedules** - see Appendix A.

## ARTICLE XXIX

### SEVERANCE

The employees covered by this Contract who retire after twenty-five (25) years of service and appointed prior to July 1, 2018 in the Halifax School System shall be compensated for unused, accumulated sick leave in accordance with the following provisions:

1. If an employee who otherwise qualifies pursuant to the above language wishes to retire, she/he must notify the Superintendent of Schools in writing of her/his intention on or before February 1, of the fiscal year preceding the fiscal year in which the employee intends to retire in order to be eligible to receive any severance benefits pursuant to this Article.
2. For an employee who otherwise qualifies for a severance benefit and retires pursuant to paragraph 1, his/her compensation shall be paid in a lump sum in the payroll as close to the effective date of retirement as is possible.
3. The computation of this benefit shall be based upon fifty percent (50%) of the employee's unused, accumulated sick leave, or fifty (50) days, whichever is lower. Said computation shall be based upon the employee's rate of pay at the time of retirement.
4. This Article shall be applicable to Nurses.

## ARTICLE XXX

### MANAGEMENT RIGHTS

The Halifax School Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by Statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights, and duties that it has by law, and may exercise the same at its discretion without any such exercise being made a subject of a grievance proceeding.

## ARTICLE XXXI

### GENERAL

1. The Committee and the Association will be responsible for the printing and distribution of copies of this Agreement and shall share the costs equally of such printing and distribution.
2. Members of the bargaining unit who present workshops to the staff shall be paid one hundred dollars (\$100.00) for a workshop of up to two (2) hours in length. In addition, said member of the bargaining unit shall receive professional development points (PDP's) for presenting such a workshop to the staff.
3. An ongoing mentoring program shall be established in the Halifax Elementary School to comply with the Massachusetts Education Reform Law and to provide a means to attract and retain qualified new teachers in Halifax. Effective July 1, 2017 the Mentor Teacher will receive a stipend of \$750.

The School Committee shall determine on an annual basis which stipend positions will be funded for the following school year. The positions which are funded will be posted on an annual basis.

Curriculum work: July 1, 2021 \$36

4. A member of the bargaining unit with ten or more years of completed service in Halifax is eligible to receive longevity payments in the amount of three thousand dollars (\$3000.00) per year for three (3) consecutive years. The member may elect which three years to receive annual optional longevity payments by notifying the Superintendent in writing of his/her desire to receive the longevity payments by January 15 of the school year preceding the school year in which the longevity payments are to commence. Eligible members will be entitled to the entire sum of nine thousand dollars (\$9000.00) regardless of the date of severance from employment. For employees hired prior to July

1, 2018, eligibility of a member of the bargaining unit to receive any payment pursuant to Article XXX, Severance, of this Agreement shall cease once a member elects to receive payments under this optional longevity program herein described.

## **ARTICLE XXXII**

### **SEVERABILITY**

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

## **ARTICLE XXXIII**

### **TERMS AND AMENDMENTS**

This Agreement shall be effective on July 1, 2021, and shall continue in effect to and including June 30, 2022, and shall thereafter automatically renew itself for successive terms of one (1) year, unless by October 1 prior to the expiration of this Agreement, either the Committee or the Association shall have given the other written notice of its desire to amend or terminate this Agreement. This Agreement may be amended, by agreement of the parties, at any time by an instrument in writing. Any such amendment shall be appended to, and made a part of this Agreement, and shall be effective as of a date agreed to by both parties to the Agreement.

**ARTICLE XXXIV**

**RATIFICATION**

This Contract is hereby ratified by the Halifax Teachers Association and the Halifax School Committee.

COMMITTEE:

By

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

Date: \_\_\_\_\_

ASSOCIATION:

By

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

Date: \_\_\_\_\_

**APPENDIX A**

**HALIFAX TEACHERS SALARY SCHEDULE (1.0%) 2021-2022 WORK YEAR**

STEPS	BACHELORS	B+15	B+30	MASTERS	M+15	M+30	EdS/CAGS
1	\$50,701	\$51,999	\$53,190	\$54,387	\$55,682	\$58,084	\$59,918
2	\$53,473	\$54,759	\$55,963	\$57,152	\$58,446	\$60,845	\$62,694
3	\$56,236	\$57,529	\$58,728	\$59,918	\$61,219	\$63,615	\$65,454
4	\$59,005	\$60,291	\$61,489	\$62,694	\$63,977	\$66,376	\$68,231
5	\$61,765	\$63,054	\$64,261	\$65,454	\$66,746	\$69,142	\$70,990
6	\$64,532	\$65,827	\$67,025	\$68,231	\$69,519	\$71,912	\$73,759
7	\$67,311	\$68,593	\$69,792	\$70,990	\$72,277	\$74,680	\$76,528
8	\$70,074	\$71,360	\$72,556	\$73,759	\$75,045	\$77,450	\$79,290
9	\$72,843	\$74,126	\$75,325	\$76,528	\$77,821	\$80,217	\$82,063
10	\$75,611	\$76,891	\$78,090	\$79,290	\$80,583	\$82,982	\$84,832
11	\$78,368	\$79,664	\$80,862	\$82,063	\$83,353	\$85,743	\$87,592
12	\$84,788	\$86,142	\$87,390	\$88,652	\$89,994	\$92,504	\$94,423
S-1	\$87,334	\$88,725	\$90,011	\$91,312	\$92,693	\$95,280	\$97,254
S-2	\$87,758	\$89,157	\$90,448	\$91,755	\$93,144	\$95,742	\$97,727
S-3	\$88,181	\$89,587	\$90,887	\$92,198	\$93,593	\$96,205	\$98,199
S-4	\$88,605	\$90,017	\$91,322	\$92,640	\$94,044	\$96,665	\$98,670

A nurse shall be reimbursed up to two hundred fifty dollars (\$250) per work year for uniform expenses upon request, accompanied by appropriate documentation. Reimbursement money shall be paid on or before June 1 of each work year.

## APPENDIX A

In all of the preceding salary schedules for teachers and nurses which include Steps S1, S2, S3, and S4, members of the bargaining unit shall be eligible to receive the salary listed in those steps in the following manner:

Members of the bargaining unit who have completed twelve (12) years of service in the Halifax Public Schools shall be eligible for Step S1 beginning in their thirteenth (13th) year of service.

Members of the bargaining unit who have completed fifteen (15) years of service in the Halifax Public Schools shall be eligible for Step S2 beginning in their sixteenth (16th) year of service.

Members of the bargaining unit who have completed twenty (20) years of service in the Halifax Public Schools shall be eligible for Step S3 beginning in their twenty-first (21st) year of service.

Members of the bargaining unit who have completed twenty-five (25) years of service in the Halifax Public Schools shall be eligible for Step S4 beginning in their twenty-sixth (26th) year of service.

**APPENDIX B**

**TEACHER AND CASELOAD EDUCATOR CONTRACT**



**Massachusetts Model System for  
Educator Evaluation**

**Part IV: Model Collective Bargaining  
Contract Language**

**Appendix C. Teacher and Caseload Educator  
Contract Language**

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January 2012

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## Corrections July 2012

**P. C-17: Section 18 (Educator Plans: Directed Growth Plan) Sub-section C.** Date of June 10<sup>th</sup> in January 2012 publication inaccurate; changed from June 10<sup>th</sup> to May 15<sup>th</sup> to match timelines elsewhere in document.

**P. C-22: Section 22 (Rating Impact on Student Learning Growth).** Release date of July 15<sup>th</sup>, 2012 for Model Contract Language for Rating Impact on Student Learning Growth is removed. ESE will publish Model Contract Language for this phase of the evaluation framework when guidance for rating impact is more fully developed through technical appendices.

**P. C-23: Section 25 (Transition from Existing Evaluation System) Sub-section B.** Language in January 2012 publication stating “Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on **Self-Directed** Growth or Improvement Plans at the sole discretion of the Superintendent “ was inaccurate; language should have specified *Directed Growth* instead of *Self-Directed Growth*. ESE’s intent is that any educator who has received a rating of unsatisfactory or its equivalent in the prior year should be on a Directed Growth or an Improvement Plan; the choice of plan should be determined at the discretion of the Superintendent.

Appendix C. Teacher and Caseload Educator Model Contract Language

Article \_\_\_\_

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1) **Purpose of Educator Evaluation**

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

2) **Definitions (\* indicates definition is generally based on 603 CMR 35.02)**

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) **\*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.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year 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 42 calendar days in a school year 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. Anytime an Improvement plan spans the summer, or requires summer work, the plan will be no less than 90 calendar days. 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 his/her designee.

- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- 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, of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other 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 ACCESS 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) **New Assignments:** An assignment in which an Educator with PTS teaches under a different license or in a new discipline.

- T) **\*Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 5 minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using agreed-upon verbal or written protocols.

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

- U) **\*Parties:** The parties to this agreement are the Association and the School Committee.

- V) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- **Exemplary:** the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- **Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- **Needs Improvement:** the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- **Unsatisfactory:** the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- W) **\*Performance Standards:** Locally negotiated standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with and/or supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

- X) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
  
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns of student learning, growth, and achievement on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **Self Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. 603 CMR 35.603 (2). The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development. 35.03 (2)(b). Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator. 35.06(3)(a).
- CC) **\*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. The

summative evaluation rating must be based on evidence from multiple categories of evidence.

- DD) **\*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.
- EE) **\*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.
- FF) **\*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.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS scores, if applicable, in which case at least two years of data is required.
  - iii) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the ACCESS gain scores, if applicable, in which case at least two years of data is required.
  - iv) 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.
  - v) 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 at least 5 minutes in duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Announced observations may be used in evaluating PTS Educators.
  - iv) Examination of Educator work products.
  - v) Examination of student work samples.

- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district will use the rubrics provided by ESE in January, 2012, and attached hereto.

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. Effort will be made to have this training occur during the contractual work day. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE and input from the Association.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional

learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

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 District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
  - iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iv) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided that a public announcement is made at the beginning of the meeting and the video is of the presentation being delivered.

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

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the 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 directly related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address 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 be 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 determined after ESE issues guidance on this matter. See #22, below.

- 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 15<sup>th</sup> 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 15<sup>th</sup> 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 whether they be individual or team goals.
  - iv) For educators with Professional Teacher Status with ratings of Proficient or Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
- D) The Evaluator completes the Educator Plan by November 1<sup>st</sup>. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response, which will be attached to the plan. The Educator's signature indicates that the Educator received the plan. 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.

ii) The Educator may request additional observations.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least two unannounced observation during the evaluation two-year 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.
- D) The Educator may request additional observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15 and in no case later than December 1<sup>st</sup>. Observations required by the Educator Plan should be completed by May 15th. 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. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by secure electronic notification, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Either the Evaluator or the Educator can request a meeting in response to the written feedback resulting from an unannounced observation at any time.
- iv) 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 20 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. Announced observations should be a full class period, but not less than thirty (30) minutes, provided that the evaluator was present from the beginning of the class period, unless it is mutually agreed that the evaluator remained for a sufficient time to observe the lesson.
  - (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 his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

C) Walkthroughs, Learning Walks, Instructional Rounds or other like procedures by any other name (herein called "walkthroughs") are intended to gauge the overall climate, culture, and instruction within a school, program, or department, entail walking into multiple classrooms, usually for less than five minutes each. Observations from walkthroughs summarize the aggregate climate, culture, and instruction, rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this

evaluation system and do not result in feedback to individual educators. A walkthrough can be announced or unannounced.

12) **Evaluation Cycle: Formative Assessment for Educators on a One (1) Year Plan**

- 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 and/or Educator Goals.
- 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 his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) No less than two weeks before the due date for the Formative Assessment report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within five (5) school days either before or after completion of the Formative Assessment Report.
- G) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by secure electronic notification, or to the Educator's school mailbox or home.

- H) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. The Educator's reply shall be attached to the report.
- I) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- J) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- K) 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.
- L) After the formative assessment the educator may request another trained supervisor be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.

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

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

- E) 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 secure electronic notification, or to the Educator's school mailbox or home.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet about the Formative Evaluation Report.
- G) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The Educator's reply shall be attached to the report.
- H) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- J) 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.
- K) After the formative evaluation the educator may request another trained supervisor be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- 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) No less than four weeks before the due date for the Summative Evaluation report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
- I) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- J) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by secure electronic notification, or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- K) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- L) The Evaluator shall 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.
- M) 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.

- N) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- O) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- P) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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

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

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

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

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will 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 of no fewer than 42 calendar days in a school year and no more than one school year. Anytime an Improvement plan spans the summer, or requires summer work, the plan will be no less than 90 calendar days. 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 along with the input of the Educator. The final content of the Improvement Plan will rest solely with the Evaluator.
  - ii) The Educator may request that a representative of the Association attend the meeting(s).
  - iii) If the Educator consents, the 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), indicator(s), element(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 possibly a mentor teacher 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. 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 three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process  Educator submits self-assessment and proposed goals	October 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 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

**A) Educators with PTS on Two Year Plans**

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

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

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

**21) Career Advancement**

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

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

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

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

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter including protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

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 2012-2013**

- A) The Halifax Teachers Association and the Halifax School Committee agree to place all PTS teachers who are currently in "good standing" (i.e. not on a Professional Improvement Plan) at the Proficient classification.
- B) The parties agree that those PTS Educators who were on the Evaluation Cycle of the existing Evaluation system in the 2012-2013 school year shall be placed on the one-year Self-Directed Growth Plan.
- C) All Educators who are currently on a Professional Improvement Plan shall be placed at the Needs Improvement classification. Said Educators will continue to fulfill the terms and conditions of the already created plans for the remainder of the current school year and a determination of the appropriate future placement will be made at the end of the school year at a Summative meeting.
- D) The evaluation system contained in this agreement shall be implemented in accordance with 603 CMR 35.11.

- E) 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 that there will be continuous need to review and to revise this Evaluations Procedure for the first of 3 years. To that end, the parties agree to the following:
  - i) The creation of a joint labor-management evaluation team to jointly review and revise, if necessary, the Evaluation Procedure no later than May 15<sup>th</sup> of each school year through School Year 2014-2015.
  - ii) Said review and revision shall include, but not be limited to, the parties amending, by mutual consent, this agreement, and by adding any other aspect needed to implement the Evaluation Procedure.
- F) Violations of this article are subject to the grievance and arbitration procedures.
- G) For School Year 2013-2014 the Committee and the Association agree to continue discussions to:

- i) Develop mutually acceptable standards for determining what Exemplary Proficient, Needs Improvement, and Unsatisfactory ratings will be.
- ii) Develop mutually agreed upon district measures for student learning and/or how they will be applied to an Educator's Evaluation.