

AGREEMENT
BETWEEN THE
LEE EDUCATION ASSOCIATION
AND THE
LEE SCHOOL COMMITTEE

AUGUST 30, 2019 – AUGUST 31, 2022

Approved by Lee School Committee vote, 6.18.19

TABLE OF CONTENTS

ARTICLE		PAGE
I	RIGHTS OF THE COMMITTEE	4
II	RECOGNITION	4
III	SCOPE	5
IV	GRIEVANCE PROCEDURE.....	5
V	TEACHERS' HOURS AND WORKLOAD	8
VI	SICK LEAVE	14
VII	LEAVE OF ABSENCE WITH PAY.....	17
VIII	LEAVE OF ABSENCE WITHOUT PAY	19
IX	ASSIGNMENT AND TRANSFERS	23
X	VACANCIES AND PROMOTIONS.....	24
XI	REDUCTION IN STAFF	25
XII	TEACHER PROTECTION	26
XIII	PAYROLL DEDUCTIONS.....	27
XIV	SUMMER PROGRAMMING.....	28
XV	TEXTBOOKS, PROGRAMS AND INSTRUCTIONAL MATERIALS	28
XVI	TEACHER EVALUATION.....	29
XVII	CURRICULUM AND PROFESSIONAL DEVELOPMENT.....	30
XVIII	CHAPTER 766.....	35
XIX	SCHOOL CALENDAR.....	36
XX	TEACHER FACILITIES.....	37
XXI	DRUG-FREE SCHOOL AND CAMPUS.....	37
XXII	SEXUAL HARASSMENT.....	38
XXIII	CODE OF ETHICS.....	39
XXIV	EFFECT OF AGREEMENT	42
XXV	INSURANCE.....	42
XXVI	GENERAL	43
XXVII	NO STRIKE.....	44
XXVIII	JUST CAUSE	45

XXIX	DEAN OF STUDENTS.....	45
XXX	LONGEVITY PAY	45
XXXI	SICK TIME BUYBACK.....	46
XXXII	MENTOR TEACHER PROGRAM	46
XXXIII	DURATION.....	47
XXXIV	APPENDIX A – STEP/COLUMN PLACEMENT	48
XXXV	APPENDIX B – SALARY SCHEDULES.....	51
XXXVI	APPENDIX C – EARLY RETIREMENT INCENTIVE	54
XXXVII	APPENDIX D – EXTRACURRICULAR STIPENDS	55
XXXVIII	APPENDIX E – SCHOOL PSYCHOLOGIST	63
XXXIX	APPENDIX F – TEACHER QUARTERLY SELF-EVALUATION	63
XL	APPENDIX G – SCHEDULES.....	64
XLI	APPENDIX H – FY 2020 HEALTH INSURANCE	65
XLII	APPENDIX I – TEACHER EVALUATION SYSTEM.....	69

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ARTICLE I
RIGHTS OF THE COMMITTEE

Subject only to the limitations contained in this Agreement and Statutes, the Committee retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the staff, and to conduct its operations in an effective manner.

As the legislative body charged with the efficient and economical operation of the Lee Public Schools, it is acknowledged that the Committee has the final responsibility of establishing the educational policies of the Lee Public Schools.

ARTICLE II
RECOGNITION

Section A. This Agreement is made and entered into by the Lee School Committee (hereinafter referred to as the Committee) and the Lee Education Association (hereinafter referred to as the Association) for the purpose of collective bargaining, with respect to wages, hours and other terms and conditions of employment. The Committee recognizes the Association as the exclusive representative of all employees of the Committee as such employees are defined in Chapter 150 E, Section I of General Laws of the Commonwealth of Massachusetts:

Unit A: All duly-appointed teachers including guidance personnel, CTE (Career Technical Education), Title I teachers, school nurses, librarians, dean of students, school psychologist, but excluding all other employees of the system are in Unit A. This unit is represented by the L.E.A.

Section B. Before the Committee adopts a policy that affects teachers' wages, hours and other terms and conditions of employment, the Committee will notify the Association in writing, by letter sent to the President, of its intentions prior to implementation of such policy.

Section C. The Association will have the right to negotiate with the Committee concerning such change as provided in Section B and provided it files such request with the Committee within ten (10) days after the receipt of said request.

Section D. Any agreement reached by the parties as a result of this Article will be reduced to writing and will be signed by the Committee and the Association and will become an addendum to this Agreement.

ARTICLE III **SCOPE**

The Committee will carry out the commitments contained herein and give them full force and effect. The Committee will amend its administrative regulations and/or policy statement and take such other legal actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees as classified in Article II of this Agreement shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications of the Agreement will continue in full force and effect. The parties will meet not later than fifteen (15) calendar days after any such finding for the purpose of renegotiating the provision or provisions affected.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section A. Definition

1. A grievance is any claim by the Association or a teacher in writing that there has been a violation, misinterpretation or misapplication of the terms of this Agreement. A grievance may also be a violation of the Association or a member's right to a fair treatment under the terms of this Agreement.
2. An arbitral case is one that involves the interpretation, meaning, violation, or application of the provisions of this Agreement.
3. Days shall mean school days during the school year and when the office is open for business during the summer months.

Section B. Time Limits

All time limits herein shall consist of school days. The number of days indicated at each level will be considered a maximum and every effort will be made to

expedite the process. Meetings conducted for the purpose of grievance resolutions at levels 1 through 3 shall commence Mondays through Fridays between the hours of 7:00 A.M. and 8:00 P.M. The meeting times may be altered only upon mutual agreement in writing.

Section C. Association Representation

Representation chosen by the Association shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein contained will be construed as limiting the right of any party having a grievance to discuss the matter informally with their supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and further, that no party shall be required to discuss any grievance except in the meetings provided below and where his/her representative is present.

Section D. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may arise affecting the wages, hours, and conditions of employment of members of the bargaining unit who are covered by this contract.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

Section E. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement in writing. The School Committee or its agent will respond, in writing, to all grievances. Upon receiving a timely response, any grievance not forwarded to the next level by the Association within the time limits will be deemed to have been dropped and not eligible for consideration at the next level. A grievance may be submitted:

1. School Year: No later than twenty (20) school days from the date of the individual's or Association's awareness of the grievance.
2. Summer Months: No later than twenty (20) school days from the first workday of the following September.

Informal Stage:

A teacher with a grievance will first discuss it with his/her immediate supervisor, either directly or through the Association's representative, with the objective of resolving the matter informally. The teacher will initiate this stage of the grievance procedure within the time frames listed above in E1 and E2. There will be no time limit for resolving the grievance at this level. If, according to the Association or the supervisor, insufficient progress is made during the informal stage, or the informal stage is deemed to be inappropriate by either party, the supervisor or the Association can elect to initiate Level 1 at any time.

Level 1: If the complaint is not resolved in the informal meetings, then the employee or the Association may present the grievance in writing to the supervisor who will arrange a meeting with the Association within five (5) school days of the receipt of the written grievance. The Association's representative, the supervisor, and the aggrieved teacher shall be present for the meeting. The supervisor must provide a written reply to the aggrieved teacher and the Association within five (5) school days of the meeting.

Level 2: If the grievance is not resolved in Level 1, then the Association shall refer the grievance to the Superintendent within five (5) school days of the written reply of Level 1. He/she shall arrange for a meeting with the Association's representative(s), and/or the aggrieved employee when possible and provide a written reply within five (5) school days of his/her receipt of the appeal in an effort to resolve the grievance.

Level 3: If the grievance is not resolved in Level 2, the Association will arrange for a meeting between the Association's representatives and a subcommittee of the School Committee to take place at a mutually agreeable time but not later than fourteen (14) school days after receipt of a written request from the Association to bring the grievance to Level 3.

Upon the conclusion of the hearings, the Committee will provide the Association with their written decision within five (5) school days. Each party shall have the right to include on its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. All Level 3 grievances will be held in executive session unless mutually agreed to be held in open session.

Level 4: If either party is not satisfied with the disposition of the grievance at Level 3, then the Association may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) school days of the date for the School Committee's Level 3 reply, then the grievance will be deemed withdrawn. Neither the School Committee nor the Association will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party. The arbitrator shall have no

power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements as he/she judges to be proper to either party. The award and decision made shall be final and binding upon the School Committee, the Association and the aggrieved employee.

Each party shall bear the full costs for its representation in the arbitration and the remaining costs will be shared equally between the parties.

Section F. The Association and the School Committee agree to the creation of a Resolutions Committee whose sole purpose shall be to investigate mutually agreed upon items pertaining to the contract. Serving on this Committee shall be the Superintendent or his/her designee and one (1) additional appointee from the Committee, and the President of the Association or his/her designee and one (1) additional appointee from the Association. The Resolutions Committee will be enacted when needed by administration or the Lee Education Association.

Section G. General Provisions

The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level. Provided the parties agree, Level 1 and or Level 2 of the grievance procedure may be passed and the grievance brought directly to the next step. No reprisals of any kind will be taken by the School Committee or its agents against any teacher because of the participation in this grievance procedure or by any teacher against the School Committee and the Superintendent of Schools. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

The School Committee and the Association will cooperate with each other in the investigation of any grievance and, further, will furnish to each other such information, if available, as required for the processing of any grievance. Grievance meetings and the investigation of the same will normally take place outside of school hours. Arbitration meetings will be held outside of school hours.

ARTICLE V **TEACHERS' HOURS AND WORKLOAD**

Section A. The Committee and the Association acknowledge that a teacher's primary responsibility is to educate the student. The Committee agrees not to expand existing non-teaching duties during the duration of this Agreement.

Section B. 1. The present student day will not be lengthened. The workday of

classroom teachers at Lee Middle and High School will begin five (5) minutes before the starting time of their first assigned class (Elementary School five (5) minutes before the start of the contracted hours of the formal school day) and will end when their professional duties are completed.

2. The sixth teaching period is voluntary. Teachers and specialists may only be assigned after volunteering. The sixth teaching period may only be given by their respective building principal with the approval of the Superintendent.

Each teacher and specialist assigned to a sixth teaching period shall receive a statement signed by the building principal detailing the assignment and the amount of the stipend to be paid.

The stipend for the current contract shall be \$5100 for the duration of the contract.

Section C.

Teachers will be available after school for extra help and/or parent conferences on a regularly scheduled basis excluding Friday and the day before a holiday.

1. A schedule will be developed by both the teachers and the administrators so as to avoid conflicts.
2. Teachers will schedule appropriate time and number of students and/or parents to be present.
 - a. Extra help can be scheduled before school, after school, or during lunch.
 - b. LES will be required to hold sessions once a week. LMHS will be required to hold sessions twice a week.
3. If no need exists on a regularly scheduled day for any teacher, or no students/parents arrive after fifteen (15) minutes, said teacher may leave after reporting the lack of need to the proper administrative office.
4. Administration will be flexible in approving rescheduling of sessions due to teacher conflicts.

Section D.

The work year for Unit A members will include days when the students are in attendance, one to two days before school opens, and one to two professional development days during the school year (a total of three full professional development days). Additionally, teachers new to the system will be required to attend additional days to fulfill requirements set forth in the mentor teacher program article.

Each teacher can complete two (2) floating professional development days totaling ten (10) hours. These two days represent days 184/185 of the Unit A, 185-day contract.

Floating professional development is meant to serve as a means of allowing a teacher or team of teachers to customize professional development to better serve their needs. The following parameters guide the use for professional development days:

- a) No work release will be granted for the purposes of floating professional development.
- b) The activities of the day or days must total five (5) hours for each day.
- c) Activities may be shorter in duration and accumulate to five hours.
- d) Graduate or other additional coursework may be used to fulfill hours.
- e) Hours of training, such as AP training, Wilson training, or SEI classes, or professional learning networks, such as a professional book club, that occur outside of the regular school day or year may be used to fulfill hours.
- f) Participation in school or district-related committees or teams, including faculty planning or staff professional development, that are otherwise unpaid and require time outside the school day may be used to fulfill hours.
- g) Days must be approved by the building principal.
- h) A copy of all denials will be sent the U.A.

Section F. Teachers will have a duty-free lunch period of thirty (30) consecutive minutes.

Section E. Teachers in grades pre-K-6 will have five (5) planning periods per week not to exceed one planning period per day. When appropriate, one of the five planning periods per week will be a grade level common planning time. Kindergarten teachers will be given planning time when a specialist, as defined by the contract, is with the class. When curriculum initiatives are required, additional common planning time will be provided.

Section G. Teachers in grades 7-12, including specialists, will have five (5) planning periods weekly not to exceed one (1) in any one day.

Section H. Preparation Time

Planning periods are to be used for the planning or completion of professional tasks and are not to be thought of as a "free period." Each Unit A member is provided a duty-free lunch, which may be used for personal business within the building or out of the building with permission of the appropriate supervisor.

1. In the elementary school in any grade level that is departmentalized, teachers will not be assigned more than five (5) preparations per day. For the purpose of this section (1) penmanship and spelling will be counted as one preparation.
- 2a. Teachers in grades 7-12 will not be assigned more than four (4) preparations per day, provided, however, five (5) preparations will be allowed in order to avoid the lay-off or diminishment of a full-time teacher. If a teacher agrees to (5) preparations per day no administrative assignment will be given. At LMHS no teacher will be required to teach any additional students outside of their five (5) instructional period obligations.
- 2b. A normal day for grades 7-12 shall not exceed 240 minutes plus an administrative assignment period. When it is necessary to assign a sixth teaching period, equal opportunities for appointment will be provided.
3. No department will be reduced in staff while a member of that department has a sixth teaching-class load.

This provision will by no means interfere with team teaching or voluntary innovative practices.

At the elementary level three minutes passing time will be provided for students to pass to and from specials.

Section I. The daily schedules for teachers who are assigned to more than one school will be arranged so as to minimize the amount of their inter-school travel. Such teachers will be notified of any changes in their schedules no later than the last day of school. All teachers who are required to use their own automobiles in the performance of their assignments shall receive reimbursement for such use at the prevailing Town of Lee rate.

Section J. Release Time

Release time will be granted upon program approval by the Superintendent of Schools.

1. Students will be released in accordance with times set by the Superintendent of Schools.
2. The agenda for these meetings will be posted forty-eight (48) hours in advance.
3. Release time programs for professional development will not lengthen the teacher's normal work day.

4. The release time for parent conferences will be:
 - i. At LMHS, parent conferences will be from 1:00 to 4:00 p.m. and 6:00 to 8:00 p.m.
 - ii. At LES, Parent conferences will be scheduled by the building principal after consultation with teachers.
5. Half days will consist of a flexible schedule of periods developed by the principal.

Section K Teacher Assignment

Teachers will be notified by the last day of the school year of their programs, room assignment, and schedules for the coming year. This notice will include the school to which they will be assigned the grades and/or subjects they will teach and any special or unusual classes

Teacher schedule: A teacher's programs, school and room assignments, the grades/subjects they will teach and any special or usual classes.

Class schedule: The daily and weekly schedule of the class including instructional blocks, specialists' times, and interventionist pull-outs.

Any teacher whose schedule is by necessity changed, will be notified as soon as possible but in no case later than August 1.

Lee Elementary School teachers will be notified of their respective class schedules no later than August 1.

Section L Meetings

1. Teachers will not be required to attend more than twenty (20) meetings during any one school year. Such meetings will not exceed one (1) hour in length and shall not be scheduled on Fridays or days prior to holidays. Attendance to all other meetings will be at the option of the individual teacher. Teachers will be notified of all meetings at least forty-eight (48) hours in advance.
2. These meetings will include a minimum of 6 general faculty meetings (Pre-K-12). General faculty meetings will meet for a minimum of 20 minutes.
3. Excluded from these meetings will be the general faculty meetings held by the Superintendent on the day prior to the start of the school year.

4. Meetings will begin as soon as possible after the dismissal time of the students.

Section M. Parent Conferences

Teachers may be required to attend two (2) evening meetings devoted to open houses or parent conferences. If additional evening meetings of this nature are required, then each teacher shall be paid per diem for their time. The superintendent or his/her designee shall make clear which meetings beyond the contractual two (2) meetings are required and/or which are requested. No Unit A member shall be disciplined in any way for failure to attend a requested meeting.

Section N. Class Size

The District recognizes the importance of maintaining class sizes conducive to learning. Therefore, with the exception of classes such as band, physical education, chorus, and any other classes customarily larger in size, the District will strive for the following class sizes:

Kindergarten:	16-20 students
Grades 1-4:	20 students
Grades 5-8:	20 students
Grades 9-12:	up to 25, with the following exceptions:

Computer labs:	number of available stations
Science labs:	number of available stations
Drafting labs:	number of available stations
Shop labs:	as per required industry, Chapter 74, standards.
Grades 7-8:	10-12 students
Grades 9-12:	15 students

Section O. Teachers shall not be required to perform the following duties: collecting money, recess or cafeteria duty in the elementary school, or acting as a substitute teacher.

Section P. A teacher may engage in new and strictly voluntary pilot programs allowing for flexible scheduling of courses outside of the standard operating hours and including extended periods both within and outside of the regular school day, provided there is no diminution or layoff of a Unit A member resulting from these voluntary programs. Additionally, it is recognized and agreed that the teaching time of Unit A members will not be increased as a result of these changes. The Superintendent will meet and confer with teachers, LEA representatives and others involved or interested in these programs.

Section Q. Online Grading and Learning

1. Online Grading - The Lee Public Schools, Grades 2 through 12, allows student/parent access to grades through an online portal. Online grade books will be updated by the teacher within five (5) school days of teacher's issuance of graded work to the student. The working conditions of Unit A members will not be affected by the change in method used to issue grade reports. Members of Unit A will be provided with training and a helpdesk as needed, and they will be held harmless for lost data, hacking, computer or network issues.
2. Online Learning - The District and the Association agree to the following terms, conditions, and understandings regarding the implementation of online learning:
 - i. Online learning will offer enrichment courses for students. No online course shall be used to replace courses that are offered in the Lee Public Schools unless by mutual agreement between the IEA and Administration. Online courses may be used for credit recovery.
 - ii. The district shall pay for training of the online teacher and, as needed, site coordinator.
 - iii. The use of online learning shall not result in the layoff or the reduction in hours of any bargaining unit member(s).
 - iv. The district shall negotiate the use of any other on-line learning program.

Section R. Guidance

The Administration shall require each guidance counselor to work beyond the school year. These days will be limited to the summer vacation period.

Guidance counselors are required to work an additional three (3) days prior to the start of school and two (2) days after the end of the student school year. Guidance counselors will receive their per diem rates of pay for hours worked during the summer. These days will be equally divided between the current guidance counselors.

ARTICLE VI
SICK LEAVE

Section A. Each teacher will be allowed up to fifteen (15) days sick leave with full pay, and if not used, these days are to be cumulative to one hundred and eighty (180) days. Additional sick days may be granted at the sole discretion of the Superintendent.

Leave taken under this section requires at least one-half (1/2) hour notice to the proper administrator prior to the starting time of the teaching day.

An Employee may use accrued sick leave when his/her spouse, parent, child, or other member of the immediate household is seriously ill and he/she must be absent to assist the individual.

Section B. To be entitled to pay for sick leave of five (5) or more successive school days, or as otherwise required by the Principal when the absence is covered by F.M.L.A., a teacher shall submit to the principal a written statement from a physician affirming that ill health or disability makes absence necessary.

Section C. The teacher shall be allowed to apply sick leave concurrent with child birth leave when a doctor declares said teacher is disabled from the birth of a child. The teacher must submit documentation that verifies such a disability.

Section D. A teacher shall be allowed to apply sick leave of up to a total of ten (10) school days within a school year for child rearing leave to be taken within one year of the birth, adoption, or foster placement of a child. (Adoption leave may include time off prior to the adoption when needed to finalize plans for adoption.)

Section E. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide additional sick leave time to teachers who have exhausted their personal sick leave as a result of a prolonged and/or catastrophic event due to an illness and/or injury. Applications must meet the above definition/standard.
2. All teachers shall belong to the Sick Leave Bank ("Bank"), and shall, upon being employed by the Lee Public Schools, contribute two (2) sick leave days at the beginning of the school year.
3. If the overall request for days exceeds the number of days available in the Sick Leave Bank, the Sick Bank Leave Committee (SBLC) will notify the LEA to discuss the possibility of Unit A membership contributing additional days to the Bank.
4. On the final day of the school year, if there remains a number of unused sick days equivalent or greater to the number of Unit A contributing members who do not surpass the 180 sick day leave cap, those non-capped members will have one (1) sick day returned at that time. No unit member at the cap of one hundred eighty (180) days will receive any sick time back.

5. The Sick Leave Bank shall be annually reduced to zero on the first day of the next fiscal year.
6. In order to access the Sick Leave Bank, a teacher must submit a written request to the Sick Leave Bank Committee. Said request must include a completed Family and Medical Leave Act (FMLA) form.
7. Available Family Medical Leave Act leave shall be used concurrently with use of the Sick Bank days.
8. The teacher requesting such leave shall have exhausted all accumulated personal sick days and other days of temporary leave.
9. The Sick Leave Bank Committee (SLBC) shall consist of four (4) members as follows: the LEA President or his/her designee, and one LEA appointee chosen by the LEA President, the district superintendent or his/her designee, and the respective building principal.
10. The SLBC may make rules and procedures, consistent with this Article, applicable laws, rules, and regulations for administering the Sick Bank.
11. All records of the SLBC including the number of days in the Sick Bank shall be maintained by the Superintendent pursuant to applicable law and the rules of the SLBC. Said records will be available to the LEA President upon request.
12. All information presented to and teacher requests considered by the SLBC shall be kept confidential.
13. All four members of the Committee are required to be present for a quorum. The Committee will meet at a mutually convenient time.
14. A vote of three of the Committee members is required to take any action. In the event three Committee members do not vote in favor to grant a request for sick leave, the request will be construed and treated as denied.
15. The Sick Leave Bank Committee shall review the teacher's submission and the applicant's prior leave usage. The Sick Leave Bank Committee

shall make a determination regarding whether to grant or deny the request within three (3) school days of the receipt of the request. A majority vote of the Sick Leave Bank is necessary to grant a request.

16. In the event the Sick Leave Bank Committee denies a request, the applicant may request reconsideration of said determination in writing within ten (10) school days of receipt of the denial. The applicant may attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination.
17. The Sick Leave Bank Committee, by majority vote, can decide to allow an applicant, upon his/her return to work from a leave allowed by the Sick Leave Bank Committee, to borrow up to ten (10) sick days as needed against the annual sick leave amount to be credited to the teacher in the following year. This benefit can only be accessed one time during any given contract year. Any advanced sick days that are used shall be deducted from the applicant's following year annual allotment.
18. Any determinations of the Sick Leave Bank Committee pursuant to sections 15, 16, 17 above shall be final and binding, and are not subject to the grievance and arbitration provisions of this Agreement.
19. No teacher may use more than sixty (60) days from the Bank for each illness. Whether an illness is the same illness for purposes of this subsection shall be determined by satisfactory medical evidence.
20. Unit A members may petition the S.L.B.C to grant up to ten (10) days for the purposes of maternity/paternity leave. Requesting members should have exhausted all accumulated sick and additional days of temporary leave with the exception of ten (10) sick days to be available for use upon said member's return to work.

ARTICLE VII

LEAVE OF ABSENCE WITH PAY

- Section A.
1. Teachers will be paid for up to five (5) consecutive work days for a death in the family:
 - Mother, Father, Sister, Brother, Spouse, Child, Grandchild, Mother-in-Law, Father-in-Law, a member of the teacher's household.

Such days are to begin with either the day of death or day of the funeral at the teacher's discretion.

2. Teachers will be paid for up to three (3) consecutive work days for a death in the family:

- Grandparent, Grandparent-in-Law, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law.

Such days are to begin with either the day of death or day of the funeral at the teacher's discretion.

3. Teachers will be paid for one (1) day for the death or a death in the family, as listed below.

- Uncle, Aunt, Niece, or Nephew. Said day is to begin with either the day of death or day of the funeral at the teacher's discretion.

Such days are to begin with either the day of death or day of the funeral at the teacher's discretion.

Section B. Association Representatives will be granted a paid leave of absence to attend Massachusetts Teachers' Association and or National Education Association Conferences and or Conventions, provided that the total amount of time taken by all such representatives will not exceed five (5) days per school year. Days beyond two (2) in any year will be subject to approval of the Superintendent and related to the advancement of Association business.

Section C. Teachers, at the discretion of the Superintendent, may be granted professional days by giving the Superintendent one (1) week notice in writing and indicating how his/her teaching will benefit from such a visit.

Section D. Court Service - During absence for jury duty or pursuant to a subpoena for jury duty, regular pay will continue, which will be an amount when added to compensation paid by the court will not exceed a teacher's regular salary for the period of absence.

Section E. FMLA Leave for Serious Health Condition

1. An eligible teacher shall apply in writing for such leave at least three (3) calendar days in advance of such leave, unless extenuating circumstances prevent such notice, in which case the teacher shall provide as much notice as possible. As part of the application, the teacher shall submit a Department of Labor licensure of a health care provider. Copies of this form are available from the Superintendent's office.
2. While a teacher is on approved FMLA leave and if the teacher is insured through the school department, the Committee shall continue its

contribution toward the teacher's health insurance provided that the teacher makes timely contribution toward the health insurance premium. The FMLA leave shall be with pay only to the extent of available sick-leave pay only to the extent of available sick leave pay and sick bank allotment.

3. The teacher shall use all sick leave and personal-day leave concurrently with the FMLA leave.
4. Prior to a teacher's return from FMLA leave related to his/her own serious health condition, the Superintendent may require a fitness for duty certificate from the teacher's health care provider.

Section F. Personal Days

Approval of personal days will be limited at each building to four (4) approved days per school day for Unit A faculty. During the final twenty (20) school days, only the use of one (1) personal day will be allowed. Exceptions may be granted at the discretion of the building principal and/or Superintendent.

1. In each school year, the teacher shall be granted up to three (3) days of leave for imperative personal business or legal obligations that normally cannot be attended to outside of school hours and are not inconsistent with Article VII, Section E. Requests for such leave must be made in writing to the principal as early as possible, but not less than three days before such absence occurs except in emergencies. Teachers will be allowed to take one-half (0.5) days of personal leave. Administrative discretion will be used in emergency situations.
2. No personal leave will be granted for the sole purpose of extending a holiday or vacation period, nor shall personal leave be taken during the first or last five (5) days of the school year unless the approval of the Superintendent is obtained. The decision of the Superintendent shall be final and shall not be subject to review.
3. Teachers may receive up to three (3) days leave without loss of pay for required observance of recognized religious holidays/religious rites and when such observance is not possible outside the school day.

ARTICLE VIII
LEAVE OF ABSENCE WITHOUT PAY

Section A. 1. Public Service

A leave of absence without pay of up to two (2) years will be granted to no more than 2% of the Unit A members who join the Peace Corps. Vista.

Action, Massachusetts Teachers' Corps, Exchange Teacher or other similar public interested programs as a full time participant subject to conditions as stated in Section B.

2. Military Service -

Military Leave will be granted according to the provisions of federal law and M.G.L. Chapter 33, Section 59. A teacher who is absent for military training duty in the Reserve Component of the Armed Service shall be paid the difference between school pay and government pay in connection with the first eleven (11) scheduled working days of absence in any one calendar year. When an employee is required to meet these training obligations twice within the same calendar year because of the overlap between fiscal and calendar years, the difference between school pay and government pay may be paid for both training periods except that the total amount of the difference paid over a period of two (2) consecutive calendar years shall not exceed the equivalent of two (2) weeks for each calendar year during the same period.

For these purposes, Government pay will include basic pay, pay for special or hazardous duty, quarters allowance, plus any other family allowance provided by law.

School pay will include all items of the salary schedule except extracurricular.

A teacher who has been drafted or is a reservist called to active duty upon discharge or release from active duty may within a reasonable period of time thereafter return to the employ of the Committee. Such teacher will be assigned to the position he/she had previously held at the time of the leave if available. If the position previously held is not available, he/she will be assigned to a position that he/she is licensed or qualified for in the judgment of the Superintendent of Schools. All benefits accumulated at the time of the leave will be restored. Teachers will return at the salary step that they were on at the time of the leave. No step advancement will be made until the full year of experience on the step that they were on at the time of the leave of absence is completed. No additional salary will be given because of the length of the leave.

3. Family Leave of Absence

- a. A family leave of absence without pay shall be granted upon request to any employee for the purpose of giving birth to and/or rearing a newly born infant. Further, a family leave of absence

shall be granted upon request to any qualified employee for the purpose of adoption, the foster placement, and/or rearing of a newly adopted or newly placed foster child seven (7) years or younger or in the case of a child twenty-two years (22) or younger who is physically or mentally disabled.

In order to qualify for the family leave of absence:

- (1) Be employed for ninety (90) days in the Lee School system.
- (2) As soon as practicable after the female teacher determines that she is pregnant, she shall inform the building principal.
- (3) The teacher must intend to return to work at the conclusion of the leave of absence.
- (4) The teacher shall notify the Superintendent in writing at least 45 school days prior to the probable date said leave or disability is to commence or as soon as is practicable. At the time of the notification, the teacher shall select in writing one of the following options if applicable:
 - (a) Such leave will commence at the arrival of the natural, adoptive, or foster child and end no later than the start of the school year next after the start of the school year following the commencement of the leave. The teacher may choose to end the leave either in the September following the arrival or the next September at his/her choice. However, such leave may not end during a school year unless approved in writing by the Superintendent. Should a situation arise that negates the necessity for such a leave, a teacher may cancel such leave by notifying the Superintendent of Schools of such intent. The teacher may return to work as soon as arrangements can be made to provide a position for such teacher.
 - (b) Leave of twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993 (FMLA leave), is dependent upon the teacher's eligibility. A female teacher is entitled to use sick-leave benefits for licensed disability resulting from childbirth and recovery during the period of this leave. If the teacher is not eligible for FMLA leave, but does want an extended leave of absence, she is entitled to

a leave the length of her disability period or eight (8) weeks leave pursuant to M.G.L. c. 149, §105D.

(c) After three (3) years continuous employment, a teacher whose FMLA leave has or may expire before the teacher can return to work may be granted a leave of absence for up to one (1) year for a physical disability. Requests for such leave or requests for return must be supported by appropriate medical evidence from a doctor selected at the discretion of the Superintendent. This leave is subject to conditions as stated in Article VIII, Section 5.

(d). After three (3) years continuous employment, a teacher may be granted a leave for the purposes of caring for a sick member of the teacher's immediate family. Subject to conditions as stated in Section A 3 (4). Time restrictions can be waived in emergency situations. It is understood, however, that thirty (30) days notice will be given under normal circumstances.

b. While an employee is on paid sick leave or FMLA leave or G.L. c. 149, Section 105D leave, the Committee shall continue its contribution toward the teacher's health insurance premium provided that the teacher makes timely payment of his/her contribution toward the health insurance premium. The teacher shall continue to accumulate credit and salary advancement credit. A teacher on an unpaid, non-FMLA leave of absence may continue his/her insurance coverage during the leave of absence provided that he/she pays 100% of the monthly premium.

e. Notice of Return to Work

(1) Extended leave: A teacher on an extended leave pursuant to Section 1 above shall notify the Superintendent by March 1 (if he/she were scheduled to return at the beginning of the school year) whether or not he/she is going to return to work at the beginning of the school year.

(2) FMLA Leave: A teacher on FMLA leave under this Section shall notify the Superintendent at least four (4) weeks prior to his/her scheduled date of return from leave whether or not he/she intends to return to work.

4. a. Applications for Leave under Article VIII will be submitted in writing to the Superintendent of Schools at least thirty (30) days prior to the intended leave. The Superintendent will respond to such request within fifteen (15) days of receipt of the request.

Upon return from a Leave of Absence, a teacher will be assigned if available to the position he/she had previously held at the time of the leave. If the position previously held is not available, he/she will be assigned to a position that he/she is licensed or qualified for in the judgment of the Superintendent of Schools. All benefits accumulated at the time of the leave will be restored. The teacher will return at the salary step that he/she was on at the time of the leave. No step advancement will be made until the full year of experience on the step that he/she was on at the time of the leave of absence is completed. No additional salary will be given because of the length of the leave.

ARTICLE IX **ASSIGNMENTS AND TRANSFERS**

- Section A. Teachers who desire a change in the nature of their assignments may request a transfer to a different building, grade, and/or subject area if qualified or licensed by April 15 of the school year. All requests will be acknowledged in writing by May 15 of the school year in which the request was made, and if the request is denied, reason for the denial will be given. All requests for transfers will remain in force and a copy placed in the teacher's personnel file until the teacher retracts the transfer request.
- Section B. When in the judgment of the administration a transfer is necessary, a teacher will be assigned to the position only by experience, qualification, and licensure.
- Section C. Notice of a transfer will be given to a teacher or teachers in writing within seven (7) calendar days from the time the decision to transfer is made, which will include a meeting with the teacher or teachers to inform them of the reasons for the transfer. Final notification will be in writing within seven (7) calendar days of the meeting.
- Section D. When a transfer is necessary, teachers who have submitted requests for transfers will be considered first although they are not guaranteed placement by the district.

ARTICLE X
VACANCIES AND PROMOTIONS

Section A. The Superintendent of Schools shall post in all school buildings, and send a copy to the Association, notices of all vacancies, including promotional positions not covered by this Agreement. Vacancies shall be posted for ten (10) days. During the summer recess, postings will be the same as above except notice will be sent to the president of the Association. Such notices shall include a job description, statement of qualifications, salary range, and the date by which candidates must apply.

The Superintendent may, at his/her discretion, simultaneously advertise vacancy notices outside the Lee Public Schools. A notice will be sent to any teacher (during the summer recess) who indicates in writing that he/she desires to receive said notice. This request must be renewed annually.

The Superintendent of Schools shall post in all school buildings, and send an email concerning notices of all vacancies, including promotional positions not covered by this Agreement to the Association President. Vacancies shall be posted for a minimum of ten (10) calendar days. During the summer recess, email postings will be the same as above. Such notices shall include a statement of qualifications, salary range, and the date by which candidates must apply.

Section B. Vacancies may be filled on a temporary basis (substitute) during the posting period. Temporary appointments shall not extend beyond 120 days unless mutually agreed upon by the Superintendent and the Association. Vacancies are filled on a temporary basis to permit continuity within the school system.

Section C. In filling non-promotional vacancies, teachers whose request for transfer are on file in the Superintendent's office pursuant to Article IX-A will be considered along with those candidates who apply under the Section A posting(s).

Section D. All vacancies shall be filled on the basis of experience, qualifications, and certification. If these criteria are equal, then length of service to the Lee Public Schools shall prevail. All qualified internal candidates will be granted an interview.

Section E. This article shall not apply in cases where a vacancy can be filled by a teacher on recall if said teacher is licensed to fill the vacancy.

ARTICLE XI
REDUCTIONS IN STAFF

Section A. In the event it becomes necessary to reduce the number of employees or to reduce an employee's work load, included in Article II, employees shall be laid off or have their work load reduced in accordance with the following procedure:

Section 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 staffing of all anticipated positions by licensed teachers with professional teacher status.

If implementation cannot be fully accomplished as provided in the paragraph above, Superintendent shall terminate the employment of those teacher who 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 position by licensed and qualified teachers. For purposes of a reduction in force, job performance and the best interest of students shall be determinative. A teacher's job performance shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with Section 38 and as compared to other teacher's past summative overall education ratings in the targeted discipline in the prior five (5) years. Teachers who are rated as proficient or exemplary will be considered to be the same rating for the purposes of this Article. Seniority shall only be considered where the above factors are considered equal. When a teacher is laid off or has a reduced work load, the Superintendent will meet with the teacher and Association to explain the process and the basis for the person chosen to be laid off or the reduced work load.

Seniority means a teacher's length of service in years, months, and days in the bargaining unit provided that the seniority of present teachers as of the effective date of this Agreement shall consist of their length of service from their initial date of employment by the Committee. Teachers shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this Agreement. Beginning in the 2013-2014 school year, new teachers hired by use of a waiver shall not be allowed to count those years toward seniority.

Section C. In cases involving teachers who have identical seniority in the same areas of licensure, preference for retention or recall shall be given to the teacher who has achieved the highest level of training as determined by his/her placement on the salary schedule. Additional approved semester hours will count in making said determination, i.e., M/A + 24 retained over M/A + 18.

Section D. There will be no reduction in force as a result of online learning.

Section E. Teachers who are to be affected by a reduction in work load or layoff must be notified in writing no later than June 15 of the school year preceding the school year in which the reduction in workload or layoff will take effect.

Section F. Teachers who choose for economic or other reasons to decline to accept a diminished position shall have recall rights to any open position for which they are licensed. Should a diminished position expand to a greater percentage or become full time, the teacher serving in that position shall be retained over employees on recall regardless of seniority.

Teachers who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoffs which shall be June 30th. During the recall period, teachers shall be notified by mail to their last address of record and given a preference for position for which they are qualified as they develop in the inverse order of their respective layoffs. Said teachers shall have twenty (20) calendar days to respond in writing to be eligible for the positions. All benefits to which a teacher was entitled at the time of the layoff shall be restored in full upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

Section G. Services normally performed by a person(s) who has been laid off shall not be performed by anyone who is not a teacher in the Lee Public Schools.

Section H. To the extent allowed for by law, laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.

Section I. The Association shall be notified in writing thirty (30) days in advance of all prospective layoffs and or reductions in workloads. The Association shall also be notified in writing of all open positions including part time during the recall-period.

ARTICLE XII **TEACHER PROTECTION**

Principals and teachers will be required to report any case of assault on teachers in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report and shall report this information to the Committee. The alleged assault will be promptly investigated by the teacher's principal and the Superintendent who will report the incident to the proper law enforcement authorities.

The Committee will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement, legal, or medical authorities. Such assistance shall include, but not be limited to, complying with any reasonable request by the teacher for information in the Committee's possession relating to the incident or the person involved.

In instances of repeated physical assault by a student towards a teacher, which have been reported by the teacher in compliance with the above mentioned protocol, the teacher may request additional training and/or supports. The district will work with the teacher to address teacher safety.

ARTICLE XIII **PAYROLL DEDUCTIONS**

Section A. The Committee agrees to deduct from teachers' salaries money for dues for the recognized local bargaining agent as said teachers individually and voluntarily authorize in writing the Committee to deduct and to transmit the monies promptly to such Association or Associations.

Section B. The Association agrees to indemnify and to hold the Committee harmless against any and all claims, demands, suits, or other forms of liability that shall or may arise out of or by reason of any action taken by the Committee for the purpose of complying with the provisions of Section A above.

Section C. When authorized individually and voluntarily by a teacher, payroll deductions shall be arranged to permit the making of payments for the teacher's share of insurance benefits provided for in Article XXV of this Agreement and to permit the continuation of other deductions presently being taken out of such teacher's pay.

Section D. Computer services as follows:

1. Massachusetts Teachers' Retirement
2. Berkshire County Retirement
3. Blue Cross
4. Tax Shelter Annuity
5. MTA Credit Union
6. LEA Dues
7. Life Insurance
8. United Fund
9. Savings
10. Disability Insurance Deductions (long and short-term)
11. Pre-Tax Section 125 Plan
12. VOTE
13. Dental Plan

ARTICLE XIV
SUMMER PROGRAMMING

Section A. All openings for the summer programming will be publicized by the district. Unit A members who have applied for such positions will be notified of the action taken regarding their applications as early as possible. The district will strive to publicize openings no later than June 1 and notify of action taken by June 15.

Section B. Summer programming openings will be filled first by regularly appointed Unit A members in the Lee School System provided they have equal qualifications. In filling such positions, consideration will be given to the following criteria: a teacher's subject area, major and/or minor field, and teaching assignment.

Section C. Unit A members will be supervised by the building Principal and/or Director. The Principal and or Director will make all effort to conduct one observation and discuss his/her observations with the Unit A member at a mutually convenient time prior to the end of the summer session.

Section D. Summer programming teachers will be compensated at a rate as follows:

- Summer 2020: \$45 per hour
- Summer 2021: \$45 per hour

Section E. Summer school related service providers (includes: nurse, occupational therapist, physical therapist, speech and language pathologist) will be compensated at a rate as follows:

- Summer 2020: \$60 per hour
- Summer 2021: \$60 per hour

Section F. Summer school teachers will receive one hour of paid preparatory time for each three hours of student-contact time. Additionally, teachers will receive the equivalent of two days paid prior to the start of the summer programming assignment.

Related services providers will receive the equivalent of one day paid prior to the start of the summer programming assignment.

ARTICLE XV
TEXTBOOKS, PROGRAMS, AND INSTRUCTIONAL MATERIALS

Section A. The Committee recognizes that teacher input in the formulation of programs and the selection of instructional materials and textbooks is vital to the educational process. In addition, the use of technology plays an integral role in 21st century education and the district will strive to provide reliable internet access, sufficient

lab facilities, and access to web resources which the respective principals and/or their agents deem educationally relevant.

- Section B. In evaluating instructional material and textbooks for purchase, those making the decision shall consult with the teachers who will be expected to make use of said materials and obtain from them a written evaluation of same within thirty (30) calendar days.
- Section C. When purchasing materials or textbooks those making the decision will notify all those who will be expected to make use of the materials or textbooks within a reasonable time after the decision has been made.
- Section D. Prior to the change in an instructional program, those making the decision will consult with those affected. In the event that there is disagreement, a written statement of the objections and alternative recommendation may be submitted to the Superintendent for review.
- Section E. Final decision in the selection of textbooks, programs and instructional materials rests with the Superintendent or his/her designee.

ARTICLE XVI **TEACHER EVALUATION**

- Section A. The purpose of teacher evaluation is professional improvement. Both teachers and evaluators must keep this goal in mind if the evaluation process is to be carried out in a spirit of professional growth.
- Section B. Evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The teacher shall be given a duplicate of his/her evaluation and will discuss it with the evaluator. All evaluation discussions should be used to promote improved performance of the teacher. The teacher shall have the right to answer his/her evaluation in writing if he/she so desires. Teachers must sign their evaluations. Such signatures in no way indicate agreement with the evaluation.
- Section C. Evaluations are grievable. If an employer places in his/her personnel record information which such employer knows or should have known to be false, then the employee shall have remedy throughout the collective bargaining agreement to have such information expunged. Chapter 149, Section 52(c).
- Section D. The teacher evaluation process will be conducted in accordance with the provisions of the Lee Public Schools' Professional Growth and Performance Evaluation in Article XLII, Appendix I of this agreement.

- Section E. All complaints requiring investigation regarding a teacher shall be referred to the proper administrator at the lowest possible level in seeking rectification. The teacher will be informed of the identity of the complainant(s) and the complaint will be reduced to writing and a copy given to the teacher as soon as practicable. The teacher will have the right to answer the complaint in writing to the administrator if so desired.
- Section F. The Association recognizes the authority and responsibility on the principal for disciplining or reprimanding a teacher for non-professional performance. Upon written request teachers will have the right to review the contents of their personnel file and to make copies of the same.
- Section G. If a reprimand is necessary, it shall be done in private and not in the presence of a teacher's class. Upon request the teacher may have Association representation at this meeting.
- Section H. There will be only one (1) official record maintained by the Committee or its designee. No material will be placed in a teacher's folder without the teacher's signature. 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. The Committee or its designee shall have ten (10) school days after the receipt of material to be filed to comply with provisions of this section during the school year. During summer vacation this will be done at a mutually convenient time.
- Section I. At the time of severance from the school system, a teacher will have the right to indicate those documents and/or other records that the teacher believes to be obsolete or otherwise inappropriate for retention. Said records will be reviewed by the Superintendent, and if he/she concurs, they will be destroyed.
- Section J. Meetings held under this Article are not part of Article V, Section I.

ARTICLE XVII

CURRICULUM AND PROFESSIONAL DEVELOPMENT

Section A. Curriculum Development

1. Extended Contracts

The Superintendent may offer to teachers an extension of their contract on a per diem basis at 1/185 of their annual salary for in-depth projects in curriculum research, development, or improved methodology. In order to qualify for this extension, the applicant must meet the following criteria:

- a. Participate in a meeting in advance with the Superintendent or appropriate
- b. Submit a plan for approval including expected hours and work product
- c. Present a final work product and a written report with recommendations at previously agreed upon time.

2. Curriculum Development

From time to time, teachers may be asked to work on curriculum in their area of expertise/certification in an effort to update and advance the instructional needs of the School District. For work completed on a group/individual basis exceeding the workday/work year parameters of the contract, teachers shall be compensated at the contracted tutorial rate per hour as specified in Article XXXVII, Appendix D, Group F, unless otherwise authorized under item three (3) below.

Tutorial rates will be \$30 per hour effective August 30, 2019, \$32 per hour effective August 30, 2020, and \$34 per hour effective August 30, 2021.

3. Oversight of Curriculum and Professional Development

Prior to any request of curriculum work under this article, the LEA will receive notification from the Superintendent. Such notification shall include:

- a. Description of curriculum work including designation of extended contract.
- b. Expectations and requirements for the project.

Upon receipt of this notification, the LEA president or designee may request a meeting to discuss curriculum work in question. Final determination of Curriculum and Professional Development projects will rest with the Superintendent.

4. Professional Development

Teachers are encouraged to participate in professional development activities, workshops, and seminars. When such participation is voluntary, reimbursement will not be provided unless approved in advance by the superintendent. Documentation including activity content, a short report

on acquired skills, itemized costs, and proof of attendance must be provided if any full or partial compensation is to be expected.

Section B. Professional Development

1. Joint Labor Management Committee (JLMC)

- a. The members of the Lee Education Association and the Lee School Committee believe it is in the best interest of the Lee Public Schools Community for the professional staff, paraprofessional staff, and administration to work collaboratively in order to determine activities that best reflect the needs of individual teachers/paraprofessionals, the instructional needs of the students, and areas of need as identified in the school and district improvement plans and other measures of school and district effectiveness.

JLMC will be formed at the request of the I EA or Administration on an as needed basis. The committee will consist of professional and paraprofessional staff including I EA representation, school administrators, and the Superintendent or their designees. It will convene as needed to examine research and data, discuss training needs, review the new evaluation system, and design/modify the annual and long-range strategic plans for the district.

- b. Staff membership on this committee will be organized during the first five days of each academic school year by the I EA and may include non-I EA members. Staff participation will be completely voluntary.
- c. If the committee was to convene during a regular school day, administration would provide coverage for staff members as required.

2. Sabbatical Leave

- a. Upon the recommendation of the Superintendent of Schools, the Committee may grant sabbatical leave for study, travel, curriculum research, "laboratory" projects, or a combination of them.
- b. Sabbatical leaves will be available to any member after seven (7) years of continuous service in the system.
- c. No more than two percent (2%) of the Unit A members to the nearest whole number will be absent on a sabbatical leave at any one time.

- d. The Committee may grant up to a maximum of 100% of the salary the member would have otherwise received during that year, exclusive of extra duty differentials.
- e. If a grant is received by the member on sabbatical leave, the sum of the grant and the sabbatical leave pay will not exceed 100% of that teacher's annual salary.
- f. A member who accepts such leave will agree to return to the Lee Public Schools for a period of three (3) years. In the event that the staff member does not return for the period stated, he/she will be required to reimburse the Committee the appropriate portion advanced for such a sabbatical leave except in cases of death, incapacitating illness, or other circumstances beyond the control of the individual.
- g. Each member granted a sabbatical leave shall have the right to return to a position substantially equivalent to his/her former position. The staff member will be placed on the salary schedule at the level he/she would have achieved had he/she been in the system during his/her absence.
- h. Requests for sabbaticals must be made in writing no later than sixty (60) days prior to the date on which a tentative operating budget for the ensuing year will be formulated. Such requests must state specifically the purpose of the leave.
- i. The Committee will notify the individual in writing of their decision no later than April 15 of the school year preceding the one in which the leave is to take place.

3. Seminar and Workshop Programs

- a. It is the desire of the Committee that its staff remains in constant touch with the latest developments within their respective fields.
- b. Therefore, the administrator(s) may suggest or the teacher(s) may request that individual teacher(s) attend such programs during the school year.
- c. In such cases that the administrator requests or agrees that a teacher attend a seminar or workshop, the teacher shall be refunded fees, mileage, and expense incurred in attending these programs, provided the Superintendent of Schools approves such expenditure.

4. Tuition Refund

Upon receipt of evidence that a teacher has satisfactorily completed a course with a grade of Pass or B or better, the Committee will refund tuition fees, books, and mileage for all courses taken at the request of the Committee or its designee exclusive of courses needed for licensure, licensure renewal, or degree attainment.

5. Fees and Memberships

All fees and membership dues for Professional Associations may be reimbursed if they are pre-approved by the Superintendent of Schools.

6. Professional Development Reimbursement

The COMMITTEE agrees to appropriate \$200 per teacher for each contractual year of this Agreement for the purposes of providing professional development and educational improvement to teachers. The COMMITTEE shall distribute these funds as set forth below:

1. The COMMITTEE agrees to appropriate \$200 per teacher for each year of this Agreement for the purposes of providing professional development and educational improvement. Specifically, this shall be used each year towards payment and reimbursement for:

- a. Courses, including full college credit, in-service and professional development. This shall include registration, library, and laboratory fees.
- b. Workshop tuition, registration, and materials.
- c. Professional conferences, registration, and materials.

Exempt from payment will be costs associated with travel and lodging.

2. In order to receive funds outlined above, teachers will:

- a. Submit, 30 days in advance, a request form that will be reviewed and approved by the school principal and forwarded to the Business Office.
- b. Submit, 30 days upon completion of said course, workshop, or professional conference, evidence of

successful completion. This can include a transcript, grade report, certificate of completion, or registration verification. This will be reviewed and approved by the building principal and advanced to the Business Office that will distribute funds within 30 days.

- c. Exceptions may be granted by the Superintendent in special cases that will benefit the Lee Public Schools.

ARTICLE XVIII

CHAPTER 766

Section A. Team Evaluations

1. Any teacher who is required to participate in a Team Evaluation will be given at least one (1) weeks' notice.
2. Team Meetings that do not require the presence of regular education staff will be scheduled during the school day whenever possible.

Section B. Tutorials

1. At the beginning of each school year or if necessary during the school year, the SPED Director will post tutorial positions. Interested teachers will notify the SPED Director in writing within five (5) school days of their interest, teaching experience in the area needed and availability. If a tutor is needed immediately the SPED director may fill the position while the posting is open.
2. If after five (5) school days there is no interest in tutoring by the teachers within the system, the SPED Director will fill the opening from outside the system.
3. Full-Time Licensed teachers filling a posted tutorial position shall be paid at the rate provided for in Article XXXVII Group F. Preference will be given to Unit A members.
4. If a need arises for specialized in-school tutoring, an agreement regarding qualifications and payment will be reached via the Superintendent and the Lee Education Association.
5. Tutors will be paid one hour of preparatory time for each hour of tutoring.

Section C. Regular Classroom Inclusion of 766 Students

1. The regular classroom teacher will be required to implement the individualized program prescribed by the Team.
 - a. Paraprofessional assistance will be made available as provided for in the student IEP.
 - b. No additional preparation period will be provided.
 - c. The maximum number of students assigned to any classroom at a given time will be in accordance with the regulations of Chapter 71B and P.L. 94-142.

Section D. Teacher Training

1. When a need exists in the judgment of the Superintendent and a competent instructor(s) can be found, in-service training will be provided for the teacher(s).
2. If the additional training requested by a teacher will contribute to that teacher's classroom work in SPED, permission to take a course or courses may be granted by the Superintendent.
3. Other than the contractual professional development reimbursement, no additional reimbursements beyond movement within the salary schedule will be made for taking SPED courses.

ARTICLE XIX
SCHOOL CALENDAR

Prior to April 1, the Superintendent shall send the proposed calendar for the following school year to the Association. The calendar will outline the teachers' work year consisting of the pre-school professional day(s) and no more than 180 teaching days as outlined in Article V of the Contract. The work year for Unit A members will not commence before the final Monday in August (August 26, 2019, August 31, 2020, August 30, 2021) and will terminate no later than June 30th. The calendar will reflect the traditional observances, holidays, and vacations unless otherwise agreed. The Association will notify the Superintendent within ten (10) calendar days

if it has concerns with the proposed calendar. The Superintendent will consider any Association concerns.

ARTICLE XX
TEACHER FACILITIES

- Section A. Each teacher will be supplied with facilities adequate to accommodate the storage of instructional materials and personal effects.
- Section B. Each school building will have at least one (1) teacher work area containing equipment and supplies needed for the preparation of instructional materials.
- Section C. Each school building will have at least one (1) faculty lounge area.
- Section D. Each teacher shall have a serviceable desk, chair, file cabinet, working phone, working networked computer, and when possible a laptop computer
- Section E. Clean faculty rest rooms with adequate sanitary facilities shall be provided.
- Section F. Each school will be equipped with a telephone for teacher use. Said telephones will be located in such a manner as to ensure privacy.
- Section G. Adequate teaching facilities will be provided where no conflicting activities will be scheduled in the same place at the same time.
- Section H. Each teacher upon request shall be provided with equipment, supplies, and materials necessary to carry out such teacher instructional programs. And have access to a photocopier, scanner, fax capabilities, document reader and projector.

ARTICLE XXI
DRUG-FREE SCHOOL AND CAMPUS

In accordance with the mandates of the Federal Drug-Free Workplace Act of 1988, the Drug-Free Schools and Communities Act, as amended, and the Lee School Committee's long-standing policy in this area, the parties agree as follows:

The School Committee is committed to maintaining a drug and alcohol-free workplace throughout the school system. Drug and alcohol use in the workplace have tremendous cost in terms of lost time from work, apathy, inferior performance and danger to the health, safety and well-being of the employee, fellow employees, and students.

The manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol on any school property is prohibited.

All employees are required to remain free of the influence of alcohol or any illegal drug at all times while working and/or on school property.

An employee who is convicted of any criminal drug statute for a violation occurring in the workplace or is part of any workplace-related activities must notify the Superintendent in writing within five (5) days of any conviction, guilty plea, or no-contest plea.

Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this contract, management and union agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee.

Compliance with these requirements and prohibitions is a condition of each employee's continued employment, and failure to comply may subject an employee to disciplinary action up to and including discharge and possible referral for prosecution. Any disciplinary action will be taken pursuant to the collective bargaining agreement with the Lee Education Association. Employees who seek counseling, rehabilitation, or re-entry to a service may obtain a list of support programs from the Massachusetts Department of Public Health or from the Massachusetts Teachers' Association. If requested, the School Department will assist individuals in determining what resources are presently available to them.

If the employee refuses to avail himself or herself of assistance, and alcoholism or drug abuse impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures for dealing with problem employees will be used.

Nothing in this article shall prohibit an employee from using a controlled substance or a substance containing alcohol for medicinal purposes as prescribed by his/her licensed attending physician provided the employee's work performance is not impaired. If an employee's performance, attendance, conduct, or reliability is impaired, the employee shall be subject to corrective discipline up to and including discharge in accordance with this contract. In addition, the employee may also seek assistance and rehabilitation for alcohol and substance abuse.

ARTICLE XXII **SEXUAL HARASSMENT**

The Lee Education Association and the Lee School Committee is committed to maintaining a working environment free from all forms of sexual harassment and intimidation. To that end, the Lee School Department is structuring guidelines to be effective immediately and shall apply to all employees. All employees of Lee Public Schools have the right to work in an environment free from sexual harassment.

Compliance with these requirements and prohibitions is a condition of each employee's continued employment, and failure to comply may subject an employee to disciplinary action up to and including discharge and possible referral for prosecution. Any disciplinary action will be taken pursuant to the collective bargaining agreement with the Lee Education Association for employees covered by that agreement or, in the case of employees not covered by that agreement, in accordance with any applicable provisions of the Massachusetts General Laws.

The School Committee shall establish a sexual harassment program to inform employees about:

- a) the problems of sexual harassment in the workplace.
- b) the employer's policy of maintaining a sexual harassment-free workplace.
- c) any available counseling, rehabilitation and employee assistance programs and.
- d) the penalties that may be imposed upon the employee's sexual harassment violation.

ARTICLE XXIII **CODE OF ETHICS**

Teachers will complete all compliance and regulatory requirements and trainings that are mandated by the Commonwealth, Federal Government, or Department of Elementary and Secondary Education.

The Committee and the Association recognize the Code of Ethics of the Education Profession as the guidelines for acceptable professional behavior in the Lee School System. The Code of Ethics of the Education Profession is set forth in the Appendix attached hereto and made part of this Agreement.

The Committee and the Association agree that questions involving matters of professional ethics shall be referred to the Association for study and interpretation. This, however, does not enjoin the Committee from taking whatever action it deems necessary within the Laws of the Commonwealth to protect the reputation of its students and staff.

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge the transgressor.

Principle I- Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student the educator

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not expose the student to unnecessary embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, sexual preference, gender identity, political or religious beliefs, or family, social or cultural background, unfairly:
 - a. Exclude any student from participation in any program.
 - b. Deny benefits to any student.
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

Principle II: Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall assist in preventing entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attributes.
4. Shall not knowingly make a false statement of fact concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

ARTICLE XXIV **EFFECT OF AGREEMENT**

Section A. Any waiver or breach of any conditions of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Section B. If any provision of this Agreement or any application thereof shall be found contrary to law, then such provision or application shall not be deemed valid and

subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXV **INSURANCE**

- Section A. The Town shall offer subscribers the following health insurance plans as per Article XII, Appendix II.
- a. Blue Cross/Blue Shield Network Blue New England Value Plus (HMO)
 - b. Blue Cross/Blue Shield Care Elect Value Plus (PPO), the plan design of the insurance may be changed by the Town of Lee as permitted by State Law.

The following contribution ratios shall be in effect for active employees. The Town shall contribute seventy-five percent (75%) of the premium cost of the HMO Plans, and the Employees shall contribute the remaining twenty-five percent (25%). The Town shall contribute a dollar amount equal to seventy-five percent (75%) of the premium cost of the HMO Plans toward the PPO Plans, and the Employees shall contribute the remaining amount. In no event shall the Town contribute less than fifty percent (50%) of the premium cost of the PPO Plans, as per the attached IAC agreement and plans.

The plans and contribution ratios listed above shall remain in effect until June 30, 2020 and shall continue until and unless such time as the Town implements health insurance benefit changed pursuant to M.G.L., c. 32B, Sections 21-23 or negotiations with an IAC which results in changes to the current IAC Agreement.

- Section B. The above-referenced employees will be eligible for Standard Life Insurance (\$10,000) and Group Total and Permanent Disability Benefits and Accidental Death Benefits (\$10,000) with the Town of Lee contributing seventy-five percent (75%) of the premium cost.
- Section C. The School Committee agrees to allow teachers the option of purchasing disability and dental insurance through payroll deductions using the Pre-Tax Section 125 Plan provided by the Town for all employees providing the LEA selects a single vendor and the teacher assumes one hundred percent (100%) of the costs of such plan.
- Section D. The Town of Lee provides all eligible employees, without cost to the employee, Workers Compensation.
- Section E. The Superintendent of Schools, acting as agent for the Lee School Committee, will recommend that the Town of Lee continue the effort to maintain an Indemnity Plan for Town and School Department Employees.

Section F. The Town and Committee acknowledge that health insurance costs and benefits are mandatory subjects of bargaining and that neither the Town nor the Committee will in the future implement changes in health insurance costs or benefits without first complying with their bargaining obligations under the laws of Massachusetts.

ARTICLE XXVI
GENERAL

Section A. The contract of any employee will not be terminated by the School Committee except for just cause in accordance with the provisions of the General Laws.

In the event the employment contract of a teacher without professional status is not renewed such teacher shall be given the opportunity to meet with such teacher's immediate supervisor to discuss the reasons for non-renewal. This action concerning non-reappointment shall not be subject to the grievance and arbitration procedures of this Agreement.

Section B. If negotiation meetings between the Committee and the Association are scheduled during the day by the Committee, representatives of the Association will be relieved from all regular duties as necessary without loss of pay in order to permit their participation in such meetings.

Section C. The Committee will make available to the Association, in the Superintendent's office, copies of minutes of official Committee meetings and all other public documents that are distributed to Committee members at official meetings, after such meetings. A copy of the official agenda of the meeting will be given to the Association in advance and any attached public documents will be made available to the Association at School Committee meetings.

Section D. The pay period for teachers shall be every other Thursday in twenty-one (21) installments. Teachers may have the option of receiving their pay at the rate of 1/26th their annual salary and the remainder in a lump sum on the final pay in June provided they request this option prior to August 15. Teachers may not change the method of payment during the school year. Once an option is exercised it will remain in effect unless the Superintendent's office is notified by August 15 for the following year.

Section E. The Committee and the Association expressly agree that during the life of this Agreement no reprisals will be taken against any employee covered under this Contract because of his/her membership or non-membership in the Association or participation or non-participation in its activities.

- Section F. Teacher participation in extracurricular activities will be voluntary and subject to Superintendent's approval; teachers will be compensated in accordance with the differential pay schedule.
- Teachers leading extracurriculars will be expected to complete an annual summary form (included in the Appendix) detailing effort, including student participation, activities, meeting schedule, and recommendations for the future.
- Section G. In cases of non-reappointment in the area of extracurricular activities, written notification with specific reasons for this non-reappointment will be given to the individual involved upon request.
- Section H. Teachers and the Association will have use of school facilities for meetings and activities provided that a facilities request form has been submitted and approved.
- Section I. Teachers will be notified at the beginning of each school year of their step, salary, and number of accumulated sick-leave days.

ARTICLE XXVII
NO STRIKE

The Association agrees that for the duration of this agreement with the Lee School Committee, within the Lee School system, it shall not engage in a strike, nor shall it induce, encourage, or condone any strike, work stoppage, slowdown or withholding of service.

Nor shall there be any strike or interruption of work by the Association during the term of this Agreement because of any disputes or disagreements between any other persons or other employers, Unions or Associations who are not signatory parties to this agreement.

Employees who violate this provision shall be subject to disciplinary action including discharge. If the School Committee claims the Association has violated any provision of this Article, it may present such claim to the Association for a meeting between the School Committee's representatives and the Association or its representatives to take place within five (5) calendar days. Upon conclusion of the meeting, the Association will provide the School Committee with its written decision within five (5) calendar days. If the claim is not resolved, the School Committee may submit the dispute to arbitration under the procedure described in Article IV of this agreement.

ARTICLE XXVIII
JUST CAUSE

No member of the bargaining unit shall be disciplined without just cause.

ARTICLE XXIX
DEAN OF STUDENTS

The position of Dean of Students will be subject to an annual appointment by the School Committee based on an annual performance evaluation.

ARTICLE XXX
LONGEVITY PAY

- Section A. Teachers in the district who have completed 9 years of service with the Lee Public Schools will be entitled to longevity pay at the beginning of the 10th year of service.
- Section B. All current Unit A members will be grandfathered at their current years of service and will be eligible for longevity pay under terms of 2016-2019 contract (upon reaching pay step twelve).
- Section C. Longevity rates will increase \$100 over the current 2018-2019 rates and remain frozen for the duration of the contract.
- Section D. All yearly service by a full-time employee will count towards longevity.

Years Service	<u>2019- 2020</u>	<u>2020- 2021</u>	<u>2021- 2022</u>
10-14	1.000	1.000	1.000
15-19	1.200	1.200	1.200
20-24	1.350	1.350	1.350
25-29	1.500	1.500	1.500
30-34	1.700	1.700	1.700
35+	1.800	1.800	1.800

ARTICLE XXXI
SICK TIME BUYBACK

Teachers retiring from the Lee Public Schools will be eligible for sick time buyback of up to 100 accumulated days at the rate of fifteen dollars per day under the following circumstances:

1. The employee has worked in the Lee Public Schools for at least 20 years.
2. Notice of impending retirement is provided to the superintendent by December 15th of the year preceding the intended retirement.

ARTICLE XXXII
MENTOR TEACHER PROGRAM

The parties are committed to providing activities that will be beneficial to teachers who are new to the Lee Public Schools.

To that end, new Unit A employees may be required to attend the district induction program as well as complete an additional 50 hours of a mentored experience beyond the induction year to occur during in-service days and/or on the teacher's own time for the purpose of orientation and training preceding and during the first years of employment. PDPs will be given for this work. A schedule establishing the schedule for these days will be set at the onset of the work year. The superintendent will have the discretion to increase or reduce the required hours based on the experience or needs of each employee.

New teachers will, as part of the additional 50 hours, attend a one-day orientation prior to the start of each school year.

Each new teacher may be assigned a volunteer mentor teacher who shall be paid a stipend of five hundred dollars (\$500)/year for such services. The mentor will conduct no evaluation of the person he/she is mentoring. The position of mentor teacher will be posted; however, final selection and the determination of how many mentor positions are available will rest with the Superintendent of Schools.

Mentor teachers must hold professional status and be in good evaluation standing (proficient or higher).

DURATION

The term of this Contract shall be for three (3) years commencing August 30, 2019, through August 31, 2022 except as provided below:

Section A. The Contract including Addenda will automatically renew itself for periods of one (1) year thereafter unless either party notifies the other in writing by October 15, 2019, that it wishes to open negotiations for a successor Agreement(s). However, if the provisions of any one article of this Agreement which article is not subject to negotiations after one (1) calendar year, as provided above, may reasonably be said to impose an unfair or oppressive burden upon either party, the parties mutually agree to meet to negotiate necessary changes in such article. Such negotiations may be commenced by either party by written notice to the other party. However, it is expressly agreed and understood that this right to negotiate non-compensatory changes of the Agreement shall be limited to only four (4) specific articles of this Agreement during the two (2) year period.

If the parties fail to reach agreement, either party or the parties jointly may petition the State Board of Conciliation and Arbitration to initiate fact finding in accordance with Chapter 150E, § 9 of the General Laws of Massachusetts.

This Agreement shall be effective as August 30, 2019 and shall remain in full force and effect through August 31, 2022.

Signed as of the 9th day of July 2019.

LEE SCHOOL COMMITTEE

LEE EDUCATION ASSOCIATION

ARTICLE XXXIV
APPENDIX A: STEP/COLUMN PLACEMENT

Step/Column Placement

- Section A.
1. Vertical step placement shall be granted provided the teacher has completed the previous step (i.e., completed year(s) of experience).
 2. Teachers hired into the system as of September 1999 will be placed as follows: Initial vertical step placement of new employees is at the discretion of the Superintendent provided no newly hired teacher shall be placed higher on a salary step schedule than the highest currently employed teacher in the subject area with similar credits, years of service, and education. The Association President will be notified of all step placements.
 3. The LEA, through their president, will be notified of the placement on the salary schedule of all newly hired teachers at the time they are hired.

Section B. Courses taken for credit after July 1, 2019, shall be approved in advance by the Superintendent on forms available in his/her office. A course syllabus and/or course outline must be provided with the course form within one week of the first class meeting. In extenuating circumstances, the superintendent may grant an extension of this deadline. Courses for approval should be in a teacher's major area of concentration, pertaining to pedagogy, leadership, or related to school-wide improvement efforts.

The only courses accepted for approval will be defined as full graduate-level courses, delivered by accredited colleges/universities, and/or approved by the Department of Elementary and Secondary Education. Professional development and/or in-service courses will not be accepted. The standard for courses will be typically measured by the Carnegie standard unit, which defines one credit as 15 contact hours, and 30 hours of homework/independent work. Thus, a typical college course (3 credits) would be defined as 45 contact hours and 90 hours of homework/independent work. Interpretation and approval will be made by the Superintendent and will, in most cases, require a course syllabus (see XXXIV, D) as proof.

Teachers may receive approval for courses outside or inside of their major area of concentration provided these courses are part of a program leading to an advanced degree. Advanced degree plans (Masters, CAGS, or Doctoral) that have been approved by a sponsoring, accredited college/university may be provided as a substitute for course syllabi. As such, the Superintendent would approve the full advanced degree program at the start of such program.

Exceptions may be granted by the Superintendent in special cases that will benefit the Lee Public Schools.

Section C. Only teachers who as of June 30, 2004 are receiving payment for course work beyond the BA+36+30 column will be grandfathered and will continue to receive payment of forty (40) dollars per credit hour for approved graduate course work completed until such time that they are placed on the MA+45 column when said payment will cease. Not more than \$1200 per annum will be paid under this Section D.

Section D. Movement from column to column will be made when proof of satisfactory course (s) completion is received in writing by the Superintendent's Office. Proof will be defined as the submission of an official college/university transcript.

When an employee qualifies for a horizontal movement on or before October 1st of a given school year, the effective date will be (retroactively) the beginning of that school year. When an employee qualifies for a horizontal movement after October 1st, but before March 1st, the effective date of movement will be the 91st day of that school year. When an employee qualifies for a horizontal movement after March 1st of a given school year, the effective date the beginning of the next school year. An employee will be qualified for a horizontal movement when a transcript has been received and approved by the Superintendent and received in the Business Office. All submitted transcripts will be time-stamped by representatives of either the superintendent's or business office.

Any teacher who plans on completing a horizontal column move on the salary schedule must notify the Superintendent in writing of such intent by December 15th of the preceding school year in which the horizontal column move will be made. Horizontal column movement will be limited to one horizontal column per school year.

The President of the LEA will be notified when a Unit A member completes a column movement.

Section E. School nurses shall be paid in accordance with the Appendix B schedule, which represents eighty-five percent (85%) of the B.A. column. Registered nurses will be hired by the Lee Public Schools and will be paid eighty-five percent (85%) of the B.A. column based on years of public school experience. Any nurse who has or who receives a B.S. Degree in nursing shall be placed on the B.A. schedule.

Section F. Title I teachers will be paid according to the provisions of the salary schedule.

Section G. The School Psychologist shall be paid according to the teachers' salary schedule.

Section H. Career Technical Education teachers who are working in a Chapter 74 program will be placed on the salary schedule as follows:

- CTE without a degree = B.A. Column
- CTE with a bachelor's degree = M.A. Column
- CTE with a master's degree = CAGS Column

In consideration of the above, the vocational instructor will not receive a daily preparation period.

Section I. Any teacher who is hired to or reduced to a less than full-time position will have compensation, duties, and benefits prorated to the extent permitted by law. The pro-ration will be the ratio of the teacher's teaching assignment to that of a full-time (100%) teaching assignment.

Section J. Teachers will be reimbursed for approved travel at the prevailing Town rate

Section K. Teachers who successfully earn NBPTS designation will be awarded an annual stipend of \$1,000. This stipend will be pro-rated based on the remaining part of the teacher's contractual work year during which said certificate is held. In order to be eligible, teachers must, by December 15, submit an intent to participate in NBPTS to their school principal and the superintendent of schools for approval. An employee will be qualified for this stipend when formal written notice of NBPTS completion is received and approved by the superintendent.

Teachers participating in NBPTS may request released time from planned professional development full and half-days. These will be granted upon the approval of their school principal and the superintendent of schools. Additional released time may be granted upon the approval of the school principal and the superintendent.

Teachers who are awarded NBPTS as a mechanism to advance their licensure status (from Initial to Professional) will *not* be advanced horizontally on the pay scale. Teachers who earn NBPTS certification and hold a terminal bachelor's degree will remain on the bachelor's designated columns. Additionally, any credentialed college credits awarded during NBPTS will be capped at three (3) credits to be applied towards column movements (for example, bachelor's or master's plus columns).

Teachers who have previously earned NBPTS certification shall be entitled to the annual compensation set forth above, for the entire period of the NBPTS certificate's validity. Continued entitlement to the yearly stipend beyond the initial NBPTS certification period is dependent on successful completion of the NBPTS recertification process and formal written notice of NBPTS recertification completion being received and approved by the superintendent.

ARTICLE XXXV
APPENDIX B: SALARY SCHEDULES

LEA Salary Schedule - September 2019 through June 2020							
STEP	BA	BA +15	MA	MA+15	MA+30	MA+45	DOC
			BA+36	BA+36+15	BA+36+30	CAGS/EDS	
1	39.690	41.642	43.594	46.586	49.838	51.030	52.945
2	40.946	44.200	46.008	49.405	51.746	53.582	55.497
3	42.247	45.500	47.583	49.666	53.698	56.135	58.047
4	43.548	46.802	49.145	51.226	55.651	58.685	60.600
5	44.849	48.103	50.745	52.789	57.600	61.237	63.150
6	46.151	49.405	52.266	54.609	59.554	63.789	65.702
7	47.453	50.705	53.828	56.171	61.507	66.340	68.255
8	48.753	52.007	55.390	57.471	63.459	68.892	70.803
9	50.054	54.609	56.953	59.034	65.411	71.443	73.355
10	51.357	57.212	59.814	62.937	69.965	73.994	75.908
11	55.261	59.814	62.677	66.711	74.131	76.546	78.459
12	59.071	63.053	67.367	72.467	79.657	80.686	82.637

LEA Salary Schedule - September 2020 through June 2021

STEP	BA	BA +15	MA	MA+15	MA+30	MA+45	DOC
			BA+36	BA+36+15	BA+36+30	CAGS/EDS	
1	40.484	42.474	44.466	47.518	50.835	52.050	54.004
2	41.765	45.084	46.928	50.393	52.781	54.653	56.607
3	43.092	46.410	48.535	50.659	54.772	57.257	59.208
4	44.419	47.738	50.128	52.251	56.764	59.858	61.812
5	45.746	49.065	51.760	53.845	58.752	62.461	64.413
6	47.074	50.393	53.311	55.701	60.745	65.065	67.016
7	48.403	51.719	54.905	57.295	62.737	67.667	69.620
8	49.728	53.047	56.498	58.620	64.728	70.270	72.219
9	51.056	55.701	58.092	60.214	66.719	72.872	74.822
10	52.384	58.356	61.010	64.196	71.364	75.474	77.427
11	56.366	61.010	63.930	68.045	75.613	78.077	80.029
12	60.253	64.314	68.714	73.916	81.250	82.300	84.290

LEA Salary Schedule - September 2021 through June 2022

STEP	BA	BA +15	MA	MA+15	MA+30	MA+45	DOC
			BA+36	BA+36+15	BA+36+30	CAGS/EDS	
1	41.294	43.324	45.355	48.469	51.852	53.091	55.084
2	42.600	45.985	47.867	51.401	53.836	55.746	57.739
3	43.954	47.338	49.505	51.672	55.867	58.403	60.392
4	45.307	48.692	51.130	53.296	57.900	61.056	63.048
5	46.661	50.047	52.795	54.922	59.927	63.711	65.702
6	48.015	51.401	54.377	56.815	61.960	66.366	68.357
7	49.371	52.754	56.003	58.441	63.992	69.020	71.013
8	50.723	54.108	57.628	59.793	66.023	71.675	73.664
9	52.077	56.815	59.254	61.418	68.053	74.329	76.319
10	53.432	59.523	62.230	65.480	72.791	76.983	78.975
11	57.493	62.230	65.209	69.406	77.125	79.638	81.629
12	61.458	65.601	70.089	75.395	82.875	83.946	85.976

Employees previously frozen at Step 3 or any other step of the BA column or Step 5 or any other step of the BA+15 column shall move vertically to the next higher step commencing with first year of this agreement and then in accordance with Appendix A, Section A.

This agreement is binding and in effect commencing with the first day of work 2019-2020 school year.

Any Unit A member who has completed seventeen (17) years' service in the Lee Public Schools may choose to increase their salary in one of the following ways:

- A. A three and two-thirds per cent (3 2/3%) annual salary increase over and above the negotiated salary increase for a period not to exceed three (3) years.
- B. A five and one-half per cent (5½%) annual salary increase over and above the negotiated salary increase for a period not to exceed two (2) years.

Any teacher who plans on increasing his/her salary in this manner must notify the Superintendent in writing of such intent by December 15th preceding the school year in which increase will be granted.

Note: Effective September 1, 2007, this increase will not contribute towards MA teachers' retirement. Any Unit A member who chose option "A" or option "B" prior to September 1, 2007 is grandfathered.

ARTICLE XXXVI
APPENDIX C: EARLY RETIREMENT INCENTIVE

This article regarding the early retirement incentive has been deleted and intentionally left blank.

ARTICLE XXXVII
APPENDIX D: EXTRACURRICULAR STIPENDS

Extracurricular Stipends

- | | | |
|------------|---------|--|
| Section A. | Group A | Supervisor/Director |
| | Group B | High School, Academic |
| | Group C | High School, Sports |
| | Group D | Elementary |
| | Group E | Middle School |
| | Group F | Saturday/Summer/Evening School Teacher Salaries and Tutoring |
| | Group G | Miscellaneous |
- Section B. In order to qualify for pay in the aforementioned groups, it is understood that the major portion of these duties are performed outside the regularly scheduled school day.
- Section C. The activities to be performed will be reviewed on a yearly basis by the School Committee. If the activities are deemed necessary, then the appropriate supervisor will review and evaluate each extracurricular duty. Re-appointments shall be made by the Principal on a yearly basis following evaluation by the appropriate supervisor as follows: Elementary level, the Elementary Administrators; Middle and High School, the Middle and High School Administrators. The Middle and High School Administrators may act with the assistance of the Athletic Director where applicable. Teachers leading extracurriculars will be expected to complete an annual summary report of effort including student participation, activities, meeting schedule, and recommendations for the future.
- Section D. The district will strive to publicize openings no later than June 1 and notify of action taken by June 15.
- Section E. No teacher shall have more than two (2) paid extracurricular activities per year unless exception is made by the building principal.
- Section F. All positions with or without pay within the system are strictly voluntary.
- Section G. The Principal shall be the sole determiner as to qualifications and in no case shall extracurricular appointments to said vacancies be subject to the grievance procedure.
- Section H. Stipends for self-supporting extracurricular positions shall not exceed negotiated salaries for said positions.

Section I. The Athletic Director's work day will be as follows:

- 4 Teaching Periods
- 1 Preparation Period
- 2 Duty-free periods at the end of the school day.

Section J. The Department Heads and Team Leaders will be responsible for the following:

- facilitating regular department/team monthly meetings;
- working with staff to make student course/class placement recommendations;
- working with other department heads/team leaders and staff to facilitate any school-wide curriculum initiatives and needs;
- meeting with the principal once per month and meeting district wide at least twice per year;
- crafting departmental budgets;
- acting as a clearing house for new ideas and initiatives put forth by teachers;
- serving as the coordinator for the adoption of new textbooks series and programming;
- assisting in making recommendations for professional development in coordination with the Professional Development Committee;
- conducting non-evaluative classroom visits via peer observations at a teachers' request.
- participating in training to prepare for the role of department head team leader;
- stipend will be paid with the expectation that the role would require a minimum of 50 hours;
- departments and teams shall initially be determined by a sub-committee of the Lee Education Association and Lee School Committee or designee. The configuration of the departments and teams shall be reviewed upon request of either party.

Section K. The JLMC Facilitator shall be a Unit A faculty member and will be responsible for the following:

- Organization and recruitment of JLMC members according to Article XVII, Section B of the Unit A Contract.
- Organizing and chairing meetings of the JLMC according to the Unit A Contract.
- Keeping the Lee School District informed of the JLMC's work.
- Working with the Lee School District Department Heads (LMHS), Team Leaders (LES), the Special Education Director, building principals, and the Superintendent with collection and dissemination of information concerning PD opportunities and needs for the district.

- Cooperating with the Superintendent's office with:
 - The assignment and tracking of PDP points for Unit A and Unit C staff.
 - Maintenance of a Professional Development Calendar during each Academic year.
- This position shall be posted and assigned at the district level, and the annual stipend shall be equal to that paid to a Department Head or Team Leader according to the Unit A Contract. In the event the JLMC Facilitator also holds a Department Head or Team leader position, the stipend for the JLMC Facilitator shall be reduced by half of what that position pays.

Section L. At the beginning of each school year or if necessary during the school year, the Principal will post tutorial positions. Interested teachers will notify the Principal in writing within five (5) school days of their interest, teaching experience in the area needed, and availability. If a tutor is needed immediately because of an emergency, the Principal may fill the position while the posting is open.

Stipends -LEA

Year 1 Year 2 Year 3
2019-2020 2020-2021 2021-2022

GROUP A

Director Evening School	3,750	3,750	3,750
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GROUP B

Band Director	2,425	2,425	2,425
Grade 12 Advisor	1,450	1,450	1,450
Grade 11 Advisor	1,450	1,450	1,450
Academic Teams Coach (Quiz Team, IV, Decathlon)	3,025	3,025	3,025
Drama Coach	3,975	3,975	3,975
National Honor Society	1,000	1,000	1,000
Student Council Advisor	930	930	930
Math Team Coach	-	-	-
Literary Magazine/Newspaper	930	930	930
Grade 9 Advisor	660	660	660
Grade 10 Advisor	660	660	660
Lee Live Advisor	2,550	2,550	2,550
Yearbook Advisor	-	-	-
Department Head Team Leader (up to 5 assigned)	2,250	2,250	2,250
Mock Trial	975	975	975
Shakespeare Advisor	660	660	660
Drama - Assistant	1,050	1,050	1,050
Social Justice Club	660	660	660
Gay-Straight Alliance	660	660	660
House Leader 1	660	660	660
House Leader 2	660	660	660
House Leader 3	660	660	660
House Leader 4	660	660	660

GROUP C

Athletic Director *	6,600	6,600	6,600
Asst. Athletic Director	3,300	3,300	3,300
Baseball Head Coach	4,075	4,075	4,075
Basketball Boys Head Coach	4,075	4,075	4,075
Basketball Girls Head Coach	4,075	4,075	4,075
Bowling Club	2,550	2,550	2,550
Football Head Coach	4,075	4,075	4,075
Soccer Boys Head Coach	4,075	4,075	4,075
Soccer Girls Head Coach	4,075	4,075	4,075
Softball Head Coach	4,075	4,075	4,075
Volleyball Head Coach	4,075	4,075	4,075
Tennis Boys Head Coach	4,075	4,075	4,075
Tennis Girls Head Coach	4,075	4,075	4,075
Baseball JV Coach	2,550	2,550	2,550
Basketball Boys JV Coach	2,550	2,550	2,550
Basketball Girls JV Coach	2,550	2,550	2,550
Cheerleading Coach	2,550	2,550	2,550
Football JV Coach	2,550	2,550	2,550
Golf Head Coach	2,550	2,550	2,550
Soccer Boys JV Coach	2,550	2,550	2,550
Soccer Girls JV Coach	2,550	2,550	2,550
Softball JV Coach	2,550	2,550	2,550
Volleyball JV Coach	2,550	2,550	2,550
Intramural Advisor (100 hours)	-	-	-
Football Assistant	1,200	1,200	1,200
Golf Assistant	1,200	1,200	1,200
Soccer Boys Assistant	1,200	1,200	1,200
Soccer Girls Assistant	1,200	1,200	1,200
Weight Room Supervisor	1,200	1,200	1,200
Lacrosse Boys Varsity	4,075	4,075	4,075
Lacrosse Girls Varsity	4,075	4,075	4,075
Lacrosse Boys JV	2,550	2,550	2,550
Lacrosse Girls JV	2,550	2,550	2,550
Cross Country	4,075	4,075	4,075
Cross Country Assistant	1,200	1,200	1,200

GROUP D

Elementary Drama	1,225	1,225	1,225
Elementary Band Director (Jazz Band! 2 days per week)	850	850	850
Intramural	1,320	1,320	1,320
Robotics	1,320	1,320	1,320
Student Council	930	930	930
Newspaper	930	930	930
Geography	660	660	660
Chess Club	660	660	660
Arts Club	660	660	660
Food Security	660	660	660
Tech Club	660	660	660
Book Club**	660	660	660
Department Head/Team Leader (up to 7 assigned)	2,250	2,250	2,250
Yearbook	-	-	-

GROUP E

MS Venture Club	660	660	660
MS Cooking Club	660	660	660
Middle School Yearbook	-	-	-
Middle School Student Council	930	930	930
Middle School NHS	930	930	930
Department Head/Team Leader (up to 1 assigned)	2,250	2,250	2,250

GROUP F (per hour rates)

Tutoring	30	32	34
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GROUP G

Joint Labor Management Committee Facilitator***

2,100	2,100	2,100
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* The Athletic Director shall receive an additional stipend of \$4,000 per year above the current rate if a full-time faculty member is filling the position and cannot reduce his/her teaching load.

** The Book Club is not automatically funded each year, but may be in replacement of another club in Group D of equal or greater value.

*** In the event the JLMC Facilitator also holds a Department Head or Team leader position, the stipend for the PDC Facilitator shall be reduced by half of what that position pays.

Mileage - at prevailing Town of Lee rate

Extended Contract 1/183 per diem of the teacher's salary plus credits exclusive of extra duties.

Lee Public Schools
Extra-Curricular Activity Accountability Report

Name of activity:

Name of advisor:

Student leaders:

Adult assistants and duties/roles:

Purpose of club:

Fundraising:

Frequency of meetings:

Off-campus events/Field trips:

Notable activities:

Community service projects:

Plans for expansion/growth of program:

Please attach student attendance roll and complete financial record.

ARTICLE XXXVIII
APPENDIX E: SCHOOL PSYCHOLOGIST

CONDITIONS OF WORK – School Psychologist

1. All work performed will be in accordance with the job description as approved by the School Committee.
2. It is recognized that the regular workday may not meet the needs of students; therefore, the School Psychologist may in his/her option and as approved by the Superintendent or his/her designee vary the hours and workload from that provided in Article V.

ARTICLE XXXIX
APPENDIX F: TEACHER QUARTERLY SELF-EVALUATION

This article regarding teacher quarterly self-evaluation has been deleted and intentionally left blank.

ARTICLE XL
APPENDIX G: SCHEDULES *

Lee Middle and High School Teachers' Schedule

LMHS Teachers' Schedule		LMHS Half Day Schedule
1: 7:58 - 8:48	1: 7:58 - 8:48	7:58am - 11:26am arranged per Article V, Section J
2: 8:52 - 9:40	2: 8:52 - 9:40	
3: 9:44 - 10:32	3: 9:44 - 10:32	
4: 10:36 - 11:24	4: 10:36 - 11:24	
5: 1 51 LUNCH	5: 11:28 - 12:16	
6: 11:57 - 12:45	6: 2nd LUNCH	
7: 12:49 - 1:37	7: 12:49 - 1:37	
8: 1:41 - 2:29	8: 1:41 - 2:29	

Lee Elementary School Schedule

Classes start 8:40 a.m.

Recess (Pre-Kindergarten through 4th grade) twenty (20) minutes.

There are three (3) minutes passing time to go to specialists.

Included in the departmentalized schedule is ten (10) minutes a day to pass between subjects. (2 minutes)

Teachers have a thirty-minute duty-free lunch

The Elementary school day is six (6) hours and twenty-nine (29) minutes long, including a 30-minute duty-free lunch.

Student dismissal is at 3:09 p.m.

*See Article V, Section B

ARTICLE XLI
APPENDIX H: FY 2020 HEALTH INSURANCE

Health Insurance FY2020

BlueCross BlueShield
SUMMARY OF BENEFITS
Network Blue New England

This health plan meets Minimum Creditable Coverage Standards for Massachusetts residents that went into effect January 1, 2014, as part of the Massachusetts Health Care Reform Law.

An Association of Independent Blue Cross and Blue Shield Plans

Your Care

Your Primary Care Provider (PCP) - When you enroll in Network Blue New England, you must choose a primary care provider. Be sure to choose a PCP who can accept you and your family members and who participates in the **network** of providers in New England. For children, you may choose a participating network pediatrician as the PCP. For a list of participating PCPs or OB GYN physicians, visit the Blue Cross Blue Shield of Massachusetts website at www.bluecrossma.com; consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. They can give you the doctor's gender, the medical school she or he attended, and whether there are languages other than English spoken in the office.

Emergency Room Services - In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). You pay a copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay. See the chart for your cost share.

Telehealth Services - You are covered for certain medical and behavioral health services for conditions that can be treated through video visits from an approved Telehealth provider. These Telehealth services are available by using your computer or mobile device when you prefer not to make an in-person visit for any reason to a doctor or therapist. For a list of Telehealth providers, visit the Blue Cross Blue Shield of Massachusetts website at www.bluecrossma.com; consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

Referrals - Your PCP is the first person you call when you need routine or sick care. If your PCP decides that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is likely affiliated with your PCP's hospital or medical group. You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB GYN services. Your providers may also work with Blue Cross Blue Shield of Massachusetts regarding referrals and Utilization Review Requirements, including Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. For detailed information about Utilization Review, see your benefit description.

Service Area - The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

When Outside the Service Area - If you're traveling outside the service area and you need urgent or emergency care, you should go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. See your benefit description for more information.

Your Out-of-Pocket Maximum - Your out-of-pocket maximum is the most that you could pay during a plan year for copayments for covered services. If you are not sure when your plan year begins, contact Blue Cross Blue Shield of Massachusetts. Your Out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

Dependent Benefits - This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. See your benefit description (and riders, if any) for exact coverage details.

Your Medical Benefits

Covered Services	Your Cost
<i>Preventive Care</i>	
Well-child care visits	Nothing
Routine adult physical exams, including related tests	Nothing
Routine GYN exams, including related lab tests (one per calendar year)	Nothing
Routine hearing exams, including routine tests	Nothing
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the maximum
Routine vision exams (one every 24 months)	Nothing
Family planning services-office visits	Nothing
Outpatient Care Emergency room visits	\$100 per visit (waived if admitted or for observation stay)
Office visits, when performed by:	
• Your PCP, OB/GYN physician, network nurse practitioner or nurse midwife	\$20 per visit
• Other network providers	\$35 per visit
Chiropractors' office visits (up to 20 visits per calendar year)	\$20 per visit
Mental health or substance abuse treatment	\$15 per visit
Short-term rehabilitation therapy-physical and occupational	\$20 per visit

(up to 30 visits per calendar year for each type of therapy")

Speech, hearing, and language disorder treatment-speech therapy	\$20 per visit
Diagnostic X-rays and lab tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing
CT scans, MRIS, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date
Home health care and hospice services	Nothing
Oxygen and equipment for its administration	Nothing
Durable medical equipment-such as wheelchairs, crutches, hospital beds	Nothing
Prosthetic devices	Nothing
Surgery and related anesthesia in an office, when performed by: Your PCP or OB/GYN physician	\$20 per visit**
Other network providers	\$35 per visit**
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	\$150 per admission
Inpatient Care (including maternity care) General hospital care (as many days as medically necessary)	\$500 per admission
Chronic disease hospital care (as many days as medically necessary)	Nothing
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$500 per admission
Rehabilitation hospital care (as many days as medically necessary)	Nothing
Skilled nursing facility care (up to 45 days per calendar year)	Nothing

• No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home healthcare or for the treatment of autism spectrum disorders.

* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Prescription Drug Benefits

At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)
Your Cost**
\$10 for Tier 1

\$25 for Tier 2
\$50 for Tier 3

Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)

\$20 for Tier 1
\$50 for Tier 2
\$110 for Tier 3

• Tier 1 generally refers to generic drugs; Tier 2 generally refers to preferred brand-name drugs; Tier 3 refers to non-preferred drugs.

** Cost share may be waived for certain covered drugs and supplies.

Get the Most from Your Plan Visit us at www.bluecrossma.com or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs available to you, like those listed below.

\$150 per calendar year per policy - Wellness Participation Program **Reimbursement for a membership at a health club or for fitness classes** This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)

Reimbursement for participation in a qualified weight loss program. This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.) Blue Care Line-A 24-hour nurse line to answer your health care questions-call 1-888-247-BLUE (2583)

\$150 per calendar year per policy - No additional charge

Questions? For questions about Blue Cross Blue Shield of Massachusetts, call 1-800-782-3675, or visit us online at www.bluecrossma.com, Interested in receiving information from us via e-mail? Go to www.bluecrossma.com email to sign up

Limitations and Exclusions. These pages summarize the benefits of your health care plan. **Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are:** cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of **limitations and exclusions, refer to your benefit description and riders.**

Note: Blue Cross and Blue Shield of Massachusetts, Inc. administers claims payment only and does not assume financial risk for claims.

Article XLII
APPENDIX I: TEACHER EVALUATION SYSTEM

Lee Public Schools' Professional Growth and Performance Evaluation

Table of Contents

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

1) Purpose of Educator Evaluation

2) Definitions 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, 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. It 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, and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03). Evidence that has not been shared with the Educator within 10 school days shall not be utilized in the evaluation process.*
- E) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators unless otherwise noted.
- F) **Educator Plan:** The growth or improvement actions identified as part of each Educator's Evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth, and achievement. There shall be four types of Educator Plans:
- i. **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year for an Educator without Professional Teacher Status (PTS) or at the discretion of an Evaluator for an Educator with PTS in a new assignment.
 - ii. **Self-Directed-Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated Proficient or Exemplary.
 - iii. **Directed-Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS who are not rated at least overall Proficient.
 - iv. **Improvement Plan** shall mean a plan developed by the Evaluator of no less than one year for Educators with PTS who are rated unsatisfactory after completing a Directed-Growth Plan or who are rated overall

Unsatisfactory on their Summative Evaluation on a two-year Self-Directed Growth Plan with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated Unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year by mutual agreement.

- G) ESE:** The Massachusetts Department of Elementary and Secondary Education.
- H) Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (Formative Assessment), and to assess total job effectiveness, and make personnel decisions (Summative Evaluation).
- I) Evaluator:** Any person designated by a Superintendent who has primary or supervisory responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all Evaluators have training in the Principles of Supervision and Evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

Primary Evaluator shall be the Principal or the Director of Special Education.

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

- J) Evaluation Cycle:** A five-component process that all Educators follow consisting of:
 - i. Self-Assessment.
 - ii. Goal-setting and Educator Plan development.
 - iii. Implementation of the Plan.
 - iv. Formative Assessment/Evaluation, and
 - v. Summative Evaluation.
- K) Experienced Educator:** An educator with Professional Teacher Status (PTS).
- L) Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M) Formative Assessment/Evaluation:** The process used to assess/evaluate progress toward 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 it typically takes place at mid-cycle.

- N) Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to Indicators, or specified improvement in student learning, growth, and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- O) Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building, and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities when they do not result in targeted and constructive feedback to the Educator are not observations as defined in this Article. Ancillary responsibilities will not be included within an Educator's evaluation unless there is an egregious act performed by the educator or by mutual agreement. Any observation conducted by a district team or colleagues in fulfillment of district initiatives designed to enhance professional development, collegiality, and professional learning communities will not be considered evaluative or evidence.
- Q) Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining.
- R) 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 may be asked to 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 it 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.

S) Performance Standards: Locally developed Standards and Indicators pursuant to M.G.L. c. 71, § 38 and consistent with and supplemental to 603 CMR 35.00. The parties may agree to limit Standards and Indicators to those set forth in 603 CMR 35.03.

T) Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

U) 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:

V) 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:

Standards:	Describes broad categories of professional practice including those required in 603 CMR 35.03
Indicators:	Describes aspects of each standard including those required in 603 CMR 35.03
Elements:	Defines the individual components under each indicator
Descriptors:	Describes practice at four levels of performance for each element

The parties agree to review the rubrics and adapt them as ESE updates are released.

AA) Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The Summative Evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

BB) Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The Superintendent is responsible for the implementation of 603 CMR 35.00.

CC) Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational

education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

3) 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 if applicable the Massachusetts English Proficiency Assessment gain scores in which case at least three years of data is required. Class size and student assignment will also be considered. Teachers may use their floating PD day to prepare portfolios and to prepare, correct, or score capstone projects
 - iii. Measures of student progress and or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan
 - iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the District. The measures set by the District should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:**
- i. Unannounced observations of practice
 - ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school and Educators on Improvement Plans as determined by the Evaluator.
 - iii. Examination of Educator work products.
 - iv. Examination of student work samples.

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

4) Rubric

The rubrics are a tool used for the Educator's Self-Assessment, the Formative Assessment, the Formative Evaluation, and the Summative Evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

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 and Evaluators that outlines the components of the new Evaluation Process and provides an explanation of the Evaluation Cycle. The District through the Superintendent in partnership with the Association shall determine the type and quality of training based on guidance provided by ESE.
- B) By the third Friday in October, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the Superintendent or Principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The District through the Superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.
- C) Educators will receive on-going high-quality training which will include regular demonstrations of exemplary teaching to achieve Exemplary Teaching Status. Educators will be encouraged where time permits to observe each other voluntarily or as directed by administration in order to facilitate demonstrations of exemplary teaching.

6) Evaluation Cycle: Annual Orientation

- A) Prior to the beginning of each school year (Pre-service Days), the Superintendent, Principal or designee shall conduct a meeting for Educators who are new to the system and Evaluators focused substantially on Educator Evaluation. Previously trained members may be requested or request to be included in the training. The Superintendent, Principal or designee shall:
- i. Provide an overview of the evaluation process including goal setting and the educator plans.
 - ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. (These may be electronically provided.)
 - iii. The faculty meeting may be digitally recorded to supplement orientation of Educators hired after the beginning of the school year.

Educators hired after the annual training shall be provided an overview and forms upon hire.

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 the third Friday in October or within four weeks of the start of their employment at the school whichever is longer.
 - a. Nothing herein shall prevent a teacher from expediting this process and completing the Self-Assessment and Goal-Setting Cycles prior to the deadline. Teachers are encouraged to complete this process as soon as they are prepared.

The self-assessment includes:

- (a) An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
- (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
- (c) Proposed goals to pursue:
 - (1) At least one goal directly related to improving the Educator's own professional practice.

- (2) At least one goal directed related to improving student learning.

B) Proposing the goals

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

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

- A)** Every Educator has an Educator Plan that includes but is not limited to one goal related to the improvement of practice and one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- i. Educators will be provided time to engage in the goal-setting process and to develop Educator plans as appropriate during collaborative planning time, faculty meeting time, and professional development days.
 - ii. Team time may be provided to consider team goals.

- iii. Consultation time with Specialists may be required to complete Educator goals
- iv. Time provided as referenced above will not interfere with preparation time or Educator lunch. Educators may voluntarily use common planning time or other non-teaching time to meet to discuss team goals and progress toward those goals.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment using evidence of Educator performance and impact on student learning, growth, and achievement based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

C) Educator Plan Development Meetings shall be conducted as follows:

- i. Educators in the first year of their employment will meet with their evaluator 4 weeks from the Educator's first work day of that school year to review regulatory and contractual requirements for evaluation including Goal Setting and the Educator Plan. Depending on the Educator's date of hire, the Evaluator will make every effort to have this meeting so that the Educator can meet the third Friday in October deadline for Self-Assessment and Goal Setting to be completed. This meeting may involve more than one Educator.
- ii. All other Educators in the same school may meet with the Evaluator in teams and or individually with the specified timeframe above of each academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- iii. For those Educators hired after the start of the school year, the meeting with the Evaluator to review the Educator Plan must occur from the start of their assignment in that school but in any case prior to the first observation. Evaluators cannot formally observe Educators until 10 days after completion of the Self-Assessment and Goal Setting.
- iv. The Evaluator shall meet individually with Educators with PIS 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.
- v. Time provided above will not interfere with preparation time or Educator lunch. Evaluators will minimize interfering with teaching time for above activities.

D) The Evaluator completes the Educator Plan by the third Friday in October. The Educator shall sign the Educator Plan within 5 school days of its receipt and may

include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A)** In the first year of practice:
 - i. The Educator shall have at least one two announced observations during each school year using the protocol described below in section 9.
 - ii. The Educator shall have at least four unannounced observations during each school year.
- B)** In his/her 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 each school year.

An unannounced observation 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. After a second unannounced observation resulting in one or more standards judged to be Unsatisfactory or Needs Improvement must be followed by at least one observation of at least 30 minutes in duration within 20 school days.

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

- A)** The Educator whose overall rating is Proficient or Exemplary must have at least one unannounced observation during each year of the Evaluation Cycle using the protocol described below in section 9.
- B)** Educators may request that the Evaluator make an announced observation to take place at a mutually agreeable time. Furthermore, upon mutual agreement this observation may serve to take the place of an observation referenced in 9A.
- C)** The Educator whose overall rating is Needs Improvement must be observed according to the Directed-Growth Plan during the period of the Educator's Plan which must include at least two unannounced observations.
- D)** 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.

An unannounced observation 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. After a second unannounced observation resulting in one or more standards judged to be Unsatisfactory or Needs Improvement must be followed by at least one observation of at least 30 minutes in duration within 20 school days.

11) Observations

The Evaluator's first observation of the Educator should take place by October 15th first year teachers and all other non-PTS teachers by November 15th. Teachers with PTS will be observed by December 15th. 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. The Evaluator and Educator shall choose rubric indicators before the observations that are related to the Educator's goals.

A) Unannounced Observations:

- i. Unannounced observations will be at least ten minutes long - or shorter by mutual agreement. Evaluators will exercise professional judgment in both scheduling and in framing the observations within the context of the school day and year. The context will be addressed in the post-observation meeting and evaluation.
- ii. Any observation conducted by a district team or colleagues in fulfillment of district initiative designed to enhance professional development, collegiality, and professional learning communities will not be considered evaluative or evidence.
- iii. Each Educator will receive no fewer than the minimum prescribed amount of unannounced observations throughout the course of a given Evaluation Cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.
- iv. The Evaluator shall signify that he/she is conducting an unannounced observation by making his/her presence and intent known visually or verbally or after the observation by mutual agreement.
- v. Within three school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended because of unavailability on the part of either the Evaluator or Educator, but the post-conference shall be rescheduled within 24 hours if possible.

- (1) The Educator will be provided with written feedback from the Evaluator within five school days of the post-observation. The written feedback shall be delivered to the Educator in person, by email, or placed in the Educator's mailbox.
- (2) An Educator who has been observed in an unannounced observation may expect to receive a written report of said observation in accordance with paragraph v above. If no such report is provided within said timeframe, then results from that observation critical of the teacher's performance may not be included in the Evaluator's Summative Evaluation of the Educator's performance.

B) Announced Observations:

- i. All non-PTS educators in their first year in the school and PTS Educators on Improvement Plans shall have at least one Announced Observation:
- ii. 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.
- iii. Within five (5) school days of the scheduled observation upon request of either the Evaluator or Educator, both 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. Non-PTS Educators shall have a pre-observation conference.
 - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan, or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

C) Post-Observation

- i. Within three school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended because of unavailability on the part of either the Evaluator or the Educator, but the post-observation conference shall be rescheduled within 24 hours if possible.
- ii. The Evaluator shall provide the Educator with written feedback within five schools days after the post-observation conference. For any standard where the Educator's practice was found to be Unsatisfactory or Needs Improvement the feedback must:

- a. Describe the basis for the Evaluator's judgment.
- b. Describe actions the Educator should take to improve his/her performance.
- c. Identify support and/or resources the Educator may use in his/her improvement.
- d. The Evaluator and Educator must sign the observation form.
- e. The Educator may attach a letter and/or evidence to the observation.
- f. The Educator's signature does not necessarily indicate agreement with the contents.

D) Unfavorable Observations or Evaluations

In case of an unfavorable observation the Educator can request an additional observation done with the same Evaluator who made the unfavorable observation.

- i. A teacher who has been observed in an unannounced observation may expect to receive a written report of said observation in accordance with paragraph ii above. If no such report is provided within said timeframe, the results from that observation critical of the teacher's performance may not be included in the evaluator's summative evaluation of the teacher's performance.

12) Evaluation Cycle: Formative Assessment

- A)** A specific purpose for evaluation is to promote student learning, growth, and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted, constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B)** Formative Assessment may be ongoing throughout the Evaluation Cycle, but it 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 toward attaining the goals set forth in the Educator Plan, performance on Performance Standards, and overall.
- 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. The parties will look at this language when new model language comes out. During the school year the evidence shall include but not be limited to any evidence relating to the SMART goals (Specific, Measurable, Attainable, Realistic, Timely) chosen by the Educator. The parties shall discuss specific evidence to be used thereafter.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
 - F) The Evaluator shall complete the Formative Assessment Report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and delivered face-to-face, by email, or to the Educator's school mailbox.
 - G) After 5 school days of receiving the report, the Educator may reply in writing to the Formative Assessment Report. This letter and/or evidence shall be attached to the assessment at the discretion of the Educator.
 - H) Within 5 school days after receiving the report, the Educator shall sign the Formative Assessment Report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - J) If the rating in the Formative Assessment Report differs from the last Summative Rating the Educator received, the Evaluator may place the Educator on a different Educator Plan appropriate to the new rating. If the Educator is not at least Proficient, he/she may be placed on a Directed-Growth Plan for the following year.
- 13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on a two-year Self-Directed Growth Educator Plan receive a Formative Evaluation Report near the end of the first year of the two-year cycle.
 - B) The Formative Evaluation Report provides written feedback and ratings to the Educator about his/her progress toward attaining the goals set forth in the Educator Plan, performance on each Performance Standard, and overall.

- C) No less than two weeks before the due date for the Formative Evaluation Report which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of: family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice, and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation Report and provide a copy to the Educator. All Formative Evaluation Reports must be signed by the Evaluator and delivered face-to-face, by email, or to the Educator's school mailbox.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation Report within 5 school days after receiving the report. This letter and or evidence can be attached to the assessment at the discretion of the Educator.

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 in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- G) As a result of the Formative Evaluation Report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative 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. If the Educator is not at least Proficient, he/she may be placed on a Directed-Growth Plan for the following year.

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 third Friday in May.
- 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 Evaluator shall determine the overall Summative Rating that the Educator receives.
- D)** For an Educator whose overall performance rating is Exemplary or Proficient but whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator, and the supervisor shall confirm or revise the Educator's rating. In cases where the Superintendent serves as Evaluator, the Superintendent's decision on the rating shall not be subject to review.
- E)** The Summative Evaluation Rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a Summative Evaluation Rating. The terms and conditions for evidence to be included will be negotiated.
- F)** To be rated Proficient overall, the Educator shall at a minimum have been rated Proficient on the Curriculum, Planning and Assessment, and the Teaching All Students Standards of Effective Teaching Practice.
- G)** No less than four weeks before the due date for the Summative Evaluation Report which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of: family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice, and student-learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- H)** The Summative Evaluation Report should recognize areas of strength as well as identify recommendations for professional growth.
- I)** The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email, or to the Educator's school mailbox no later than the third Friday in May.
- J)** The Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by first Monday in June.
- K)** The Evaluator may meet with the Educator rated Proficient or Exemplary to discuss the Summative Evaluation if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by second Friday in June.
- L)** Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation Report.
- M)** The Educator shall sign the final Summative Evaluation Report within five days of receipt. The signature indicates that the Educator received the Summative Evaluation

Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- N) The Educator shall have the right to respond in writing and/or with evidence within five school days after receiving the Summative Evaluation which shall become part of the final Summative Evaluation Report.
- O) A copy of the signed final Summative Evaluation Report shall be filed in the Educator's personnel file.
- P) If after consistent feedback through observations, artifacts, and discussion, there is documented evidence that the Educator continues to be rated overall Needs Improvement, the Evaluator may place the Educator on a Directed-Growth Plan for the following year or on an Improvement Plan for a year in the unlikely event that the Educator is rated overall Unsatisfactory.

15) Educator Plans – General

- A) To ensure Educator effectiveness and overall system accountability, the Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership. 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 recommended actions the Educator may 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. The District may pay the cost if any of any course, conference, or other activity agreed upon by the parties. The District and the Educator will work together to find necessary time to follow through with recommendations.

- 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) Educators with PTS who are teaching a different grade or subject may be assigned a Developing Educator Plan by the Evaluator for their first year in the new position and may be assigned a mentor. Upon being deemed Proficient or Exemplary, the Educator shall be moved to the Self-Directed Plan.
- C) 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 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. Goal setting shall be conducted by the Educator and approved by the Evaluator.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of Proficient or Exemplary, but whose impact on student learning is low.

18) Educator Plans: Directed-Growth Plan

- A) Directed-Growth Plan is for those Educators with PTS whose overall rating is Needs Improvement.
- B) The length of the plan shall be one full school year.
- C) The goals in the Plan must address areas identified as Needs Improvement as determined by the Evaluator.
- D) 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 the third Friday in May.
- E) 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.

- F) 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 of one school year.
- G) Identify the individuals assigned to assist the Educator which must include the Evaluator and other individuals agreed upon by the parties.
- H) The Educator will be notified that he/she has a right to have a representative of the Employee Organization/Association attend the meeting(s).

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is Unsatisfactory in the previous year's Directed-Growth Plan.
- 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 overall Unsatisfactory on an Improvement Plan of no less than one year following the Summative Evaluation on a Directed-Growth Plan or for one full school year for the Educator whose practice was rated overall Unsatisfactory as the result of a Summative Evaluation while on a Self-Directed Plan. 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 if mutually acceptable. However, this shall not be included in the lengths of time referenced above. The District may pay the cost if any of any course, conference, or other activity agreed upon by the parties.
- C) The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Improvement Plan.
- D) An Educator on an Improvement Plan shall be assigned an Evaluator. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- 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 in consultation with the Educator will develop the Improvement Plan which will include the provision of specific assistance to the Educator.
- ii. The Educator will be notified that he/she has a right to have a representative of the Employee Organization/Association attend the meeting(s).

G) The Improvement Plan shall:

- i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- ii. Describe the activities and work products the Educator must complete as a means of improving performance;
- iii. Describe the assistance that the District will make available to the Educator;
- iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
- v. Detail the timeline for completion of each component of the Plan including at a minimum a mid-cycle Formative Assessment Report of the relevant Standard(s) and Indicator(s);
- vi. Identify the individuals assigned to assist the Educator which must include the Evaluator and other individuals agreed upon by the parties that shall assist in the development of the plan and assist the Educator in the process of carrying out the plan.
- vii. Include the signatures of the Educator and Evaluator.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

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

- i. All determinations below must be made no later than first Monday in June. 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.
 - i. 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.

- ii. 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.
- iii. 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

Evaluation Dates 2019- 2022

2019-2022 Activity:	<u>First Year Educators</u> Completion Date:	<u>Without PTS</u> One Year Developing Educator Completion Date:	<u>With PTS</u> Two Year Self-Directed Completion Date:
Superintendent, Principal or designee meets with Evaluators and Educators to explain process	By Last Day in September		
Unannounced Observations	At least 4 First By October 15	At least 3 First By November 15	1 yearly By December 15
Announced Observations	At least 2	At least 2	Upon Request at Mutually Agreeable Time
Educator Plan Submitted with Self-Assessment	3 rd Friday in October (ONLY First Year of a Two Year requires Self- Assessment)		
Evaluator Educator (teams of Educators) meet to discuss Plans (Optional by either party)	Last School Day in October		
Evaluator reviews and signs off on Educator Plans	2 nd Friday in November		
Educator submits evidence on parent outreach, professional growth, progress on goals, and other standards for Formative Assessment	First Working Friday in January		N A

Formative Assessment Reports Completed	1 st Friday in February		N A
Evaluator holds Formative Assessment Meetings if requested	Before or after completion of the Formative Assessment Report		N A
Educator may reply in writing to the Formative Assessment	Within 5 school days of receipt of Formative Assessment Report		N A

Educator must sign Formative Assessment Report (indicating only that they received the report)	Within 5 school days of receipt of Formative Assessment Report
Educator submits evidence on parent outreach, professional growth, progress on goals, and other standards for Formative and Summative Evaluation Report	Some Date Between 3rd Friday in April and 3rd Friday in May Preferably sooner than later
Evaluator completes Formative and Summative Evaluation Reports	3 rd Friday in May
Educator may reply in writing to the Formative and Summative Evaluation Report	Within 5 school days of receipt of Summative Evaluation Report
Evaluator Meets with Educators whose overall Formative and Summative Rating is NI or U	First Monday in June
Evaluator meets with Educators whose ratings are P or E on Formative and Summative Evaluation by request	Second Friday in June

C) Educators on Plans of Less than One Year

The timeline for educators on Plans of less than one year will be established in the Educator Plan. All plans under this provision will request the Summative Evaluation report no later than third Friday in May.

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 1st. 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 whose Impact on Student Learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, public commendation, or other acknowledgement as determined by the District through collective bargaining where applicable.

25. General Provisions

- A) The parties agree to use the model's adapted language as written in this document for the schools years 2019 – 2022, for the use in the Evaluation Process. These forms will be reviewed during that year's negotiations and may be continued if the parties mutually agree. The parties agree to adopt apply ESE model rubrics as they are currently published and/or revised.
- 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 he/she must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint or secure assistance to support an Educator.
- C) The Superintendent shall insure that Evaluators have training in supervision and evaluation including the Regulations and Standards and Indicators of Effective

Teaching Practice promulgated by ESE (35.03) and the evaluation Standards and Procedures established in this Agreement.

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall Summative Performance Rating of Unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
- E) The parties agree to establish a Joint Labor-Management Evaluation Team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Student input into Educator Evaluation, staff input into Administrator Evaluation, District-determined Measures, and all other terms and conditions of this Evaluation Process subject to bargaining shall be negotiated upon ESI guidance and shall be implemented by mutual agreement.
- G) Violations of this agreement are subject to the grievance and arbitration procedures.
- H) The contents of all Observations, Formative, and Summative Evaluations shall be kept within the employee personnel files. All contents of evaluations shall be kept confidential except from appropriate administrators, those with a legal right to access, and the specific employee. The employee may give permission to allow other individuals access.

Educator: _____ School: _____ Date: _____

Subject: _____ Grade: _____

Observer: _____

Time in: _____ Time out: _____ Part of Lesson/Meeting: Beginning Middle End

Observation Location: _____

OBSERVATION: Unannounced Announced

OBSERVATION EVIDENCE	ALIGNED INDICATOR

Feedback to Educator:

Educator: _____

Evidence Key: O = Observed N.O. = Not Observed

It is unlikely that evidence of all indicators listed below will be observed during a single class/worksite visit.

Standard	Indicator elements and goals that might be observed during a visit.	O	N.O.
I. Curriculum, Planning & Assessment	a. <i>Demonstrates Subject Matter Knowledge</i>		
	b. <i>Engages Student in Learning Activities as appropriate to Age and Developmental Level</i>		
	c. <i>Implements Curriculum that meets State and Local Standards</i>		
	d. <i>Utilizes Informal and Formal Assessments as Appropriate to Learning Objectives</i>		
	e. <i>Uses Data in Instructional Decision Making</i>		
II. Teaching All Students	a. <i>Communicates Clear Purpose for Lesson and Unit</i>		
	b. <i>Defines Expectations for Quality of Student Work and Effort</i>		
	c. <i>Differentiates Instruction to meet Students' Needs</i>		
	d. <i>Fosters a Safe and Collaborative Learning Environment for All</i>		
	e. <i>Respects and Affirms Diverse Individual Needs</i>		
	f. <i>Communicates and Supports High Expectations</i>		
	g. <i>Builds Positive Relationships which Supports Student Success</i>		
	h. <i>Reinforces Positive Behavior and Responds to Behavior that Interferes with Student Learning</i>		
Educator Plan	<p><i>Professional Practice Goal: The actual goal should be written here</i></p>		

	<i>Student Learning Goal: The actual goal should be written here.</i>		
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Provide the Educator with a hard copy or electronic version of the completed form. Educator may comment below:

Educator comments (optional):

FORMATIVE REVIEW -- CHECK ONE: FORMATIVE ASSESSMENT / FORMATIVE EVALUATION

EDUCATOR: _____ SUMMATIVE EVALUATION YEAR: _____

PRIMARY EVALUATOR: _____

SUPERVISING EVALUATOR (IF ONE): _____

CURRENT PLAN: Self-Directed (2 Yr) Self-Directed (1 Yr) Directed Growth Improvement Developing

EDUCATOR GOALS (SMART GOALS)

Professional Practice Goal		Progress toward Goal Attainment	<input type="checkbox"/> Exceeded goal <input type="checkbox"/> Met goal <input type="checkbox"/> Sufficient progress <input type="checkbox"/> Insufficient progress <input type="checkbox"/> No Progress
Student Learning Goal		Progress toward Goal Attainment	<input type="checkbox"/> Exceeded goal <input type="checkbox"/> Met goal <input type="checkbox"/> Sufficient progress <input type="checkbox"/> Insufficient progress <input type="checkbox"/> No Progress

PERFORMANCE STANDARDS

Standard 1 – Curriculum, Planning, and Assessment

Describe performance and feedback for improvement

Standard 2 – Teaching All Students

Describe performance and feedback for improvement

Standard 3 – Family and Community Engagement

Describe performance and feedback for improvement

Standard 4 – Professional Culture

Describe performance and feedback for improvement

Resulting Educator Plan for Educators with Professional Teacher Status

- Continue Self-Directed Growth-Plan
- Directed-Growth Plan
- Improvement Plan

Resulting Educator Plan for Educators without Professional Teacher Status

- Developing Educator Plan
- Recommended for Professional Teacher Status: Must be at least *Proficient* on all four standards and meet the requirements of Massachusetts General Law Chapter 71, Section 41.

Signature of Evaluator _____

Date Completed: _____

Signature of Educator* _____

Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form. The Educator shall have the opportunity to respond in writing to the Summative Evaluation as per 603 CMR 35.06(6).

SUMMATIVE EVALUATION

EDUCATOR: _____ SUMMATIVE EVALUATION DATE: _____

PRIMARY EVALUATOR: _____

SUPERVISING EVALUATOR (IF ONE): _____

CURRENT PLAN: Self-Directed (2 Yr) Self-Directed (1 Yr) Directed Growth Improvement Developing

EDUCATOR GOALS (SMART GOALS)

Professional Practice Goal		Progress toward Goal Attainment	<input type="checkbox"/> Exceeded goal <input type="checkbox"/> Met goal <input type="checkbox"/> Sufficient progress <input type="checkbox"/> Insufficient progress <input type="checkbox"/> No Progress
Student Learning Goal		Progress toward Goal Attainment	<input type="checkbox"/> Exceeded goal <input type="checkbox"/> Met goal <input type="checkbox"/> Sufficient progress <input type="checkbox"/> Insufficient progress <input type="checkbox"/> No Progress

PERFORMANCE STANDARDS

Standard 1 – Curriculum, Planning, and Assessment

Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Standard 2 – Teaching All Students

Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Standard 3 – Family and Community Engagement
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<i>Rationale, evidence, and feedback for improvement:</i>

Standard 4 – Professional Culture
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<i>Rationale, evidence, and feedback for improvement:</i>

Overall Performance Rating
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<i>Rationale, evidence, and feedback for improvement:</i>

- Resulting Educator Plan for Educators with Professional Teacher Status**
- Self-Directed-Growth Plan
 - Directed-Growth Plan
 - Improvement Plan

Resulting Educator Plan for Educators without Professional Teacher Status

- Developing Educator Plan
- Recommended for Professional Teacher Status: Must be at least *Proficient* on all four standards and meet the requirements of Massachusetts General Law Chapter 71, Section 41.

Signature of Evaluator _____

Date Completed: _____

Signature of Educator* _____

Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form. The educator shall have the opportunity to respond in writing to the Summative Evaluation as per 603 CMR 35.06(6).