

AGREEMENT

between the

LUDLOW
EDUCATION
ASSOCIATION

and the

LUDLOW SCHOOL COMMITTEE

2019 – 2022

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE this 5th day of May, 2015, by the SCHOOL COMMITTEE OF THE TOWN OF LUDLOW, MASSACHUSETTS (hereinafter referred to as the Committee) and the LUDLOW EDUCATION ASSOCIATION (hereinafter referred to as the Association).

Unit A
PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Ludlow and that good morale within the teaching staff of the Ludlow Public Schools is essential to achievement of that purpose, we the undersigned parties to this Contract, declare that:
 - a. Under the law of Massachusetts, the Committee, elected by the citizens of Ludlow, has final responsibility for establishing the education policies of the public schools of Ludlow, Massachusetts.
 - b. The Superintendent of Schools of the Town of Ludlow (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established and under the direction of the School Committee.
 - c. The teaching staff of the public schools of Ludlow, Massachusetts, has responsibility for providing in the classrooms of the schools education of the highest possible quality and to cooperate with the School Committee and Superintendent in carrying out the established policies.
 - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, administrators, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.
 - e. The Committee and the Association, for itself and as the representative of Unit A employees, agree that the right and responsibility to operate and manage the Ludlow Public Schools, the right to select and direct the work of the employees, and the right to control the use of its properties, supplies, services, and facilities are vested exclusively in the

Committee. These rights include, without being limited to, the right to maintain and operate the schools in such a manner as in the judgment of the Committee will best serve the interests of the educational program to employ, assign, transfer, and promote employees and to lay off, suspend, dismiss, or otherwise discipline employees in the manner, if any, provided by law and this contract; to control experimental programs and to select and determine the number of the employees; to introduce, operate, change, or eliminate new or improved methods; and all other rights pertaining to the operation and management of the educational affairs of the Ludlow Public Schools. Further, in all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Committee, the decision of the Committee shall be final and binding if not made arbitrarily, capriciously or without rational basis in fact. The failure by the Committee to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights.

The Association and the employees agree that nothing contained in this Contract shall be construed or deemed to constitute a waiver of or any restriction upon the inherent and the legal right of the Committee to operate, manage, and supervise the Ludlow Public Schools or of the right of the Committee to control, direct and make changes in the educational operation of the Ludlow School System, provided, however, that none of these rights shall be exercised by the Committee contrary to any provision of this Contract.

- f. To give effect to these declarations, the following principles and procedures are hereby adopted.

SCOPE

2. For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative for all teachers, including pre-K teachers, counselors, librarians, special education personnel, special education coordinator, advanced placement coordinator, curriculum and instructional leaders and coaches and extracurricular personnel employed as teachers by the Ludlow School Committee, excluding Superintendent, Assistant Superintendent, principals and all Unit B employees, and all substitute teachers. Moreover, substitute teachers who become covered under the contract upon teaching ninety (90) consecutive days in the same teaching assignment will not receive any retroactive additional compensation for teaching the first eighty-nine (89) days as a result of being placed on the salary schedule in the contract. Any past practice to the contrary is null and void.

COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

3. Subject to the provisions of this Contract and except as otherwise provided by Appendix A

attached hereto and made a part thereof, the wages, hours, and other conditions of employment applicable on the effective date of this Contract shall continue to be so applicable.

APPENDIX A
Article I
GRIEVANCE PROCEDURE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee. A grievance is a claim based upon an event or condition which affects the employee or group of employees regarding the interpretation, meaning, or application of any term of this Contract.

Action of grievance may be initiated by either of the two (2) parties. However, there shall be no solicitation of grievances during working time.

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing, over the signature of the President of the Association, to the Principal, if school-based, or to the Superintendent if more than one (1) school is involved.

The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so.

EMERGENCY PROCEDURE: In the event any emergency should arise, in the opinion of both the Superintendent and the Grievance Committee, Levels One through Four shall be eliminated and the Grievance Committee will be granted either an agenda appointment at the next regularly scheduled School Committee meeting or an emergency meeting with the School Committee. In the event the Superintendent and the Grievance Committee cannot agree as to whether or not an emergency exists, the Town Counsel or his designee shall make the final determination within seven (7) calendar days from the date of disagreement.

LEVEL ONE: The aggrieved employee shall discuss the grievance with the Grievance Committee of the Association.

LEVEL TWO: If not disposed of to the employee's satisfaction by such discussion, the grievance shall be presented in writing by the employee and the said Grievance Committee to the appropriate intermediate supervisor of the employee, with a copy of such grievance given to the Superintendent.

LEVEL THREE: If at the end of the ten (10) calendar days next following such presentation, the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the employee and the said President or Chairman to the Superintendent,

who may within fourteen (14) calendar days thereafter meet with the employee and the said President or Chairman in an effort to settle the grievance.

LEVEL FOUR: If at the end of the twenty-two (22) calendar days following such presentation in writing to the Superintendent, the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the Association to the School Committee; and within ten (10) calendar days thereafter the School Committee shall meet with the Grievance Committee, the said President, and the employee in an effort to settle the grievance.

LEVEL FIVE: If at the end of the twenty-one (21) calendar days next following presentation of the grievance in writing to the School Committee, the grievance shall not have been disposed of to the satisfaction of the employee, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Association may, by giving written notice to the School Committee within the ten (10) calendar days next following such period of twenty-one (21) calendar days, present the grievance for arbitration; in which event the School Committee and the Association shall forthwith submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the said American Arbitration Association. The expenses of such arbitration shall be shared equally by the School Committee and the Ludlow Education Association, and the award made shall be final and binding upon the School Committee, the Association, and the aggrieved employee, however, only on disputes arising under the last sentence of Article II, Section C, dealing with five (5) preparation periods, the decision of the arbitrator will be final and binding unless the School Committee, within fourteen (14) calendar days after the decision has been received, makes a written statement to the Association that it has rejected, by a majority vote figured on the basis of the full School Committee, the decision of the arbitrator. Any arbitrator's decision dealing with five (5) preparation periods will be limited to the school year in question.

If at the end of the twenty-one (21) calendar days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived; any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified above.

If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract, and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered. No grievance settlement or final disposition of any grievance shall be binding upon the Committee or the Association in the event the said settlement or disposition in any manner alters or violates this Contract or the intent thereof.

Article II

TEACHING HOURS AND TEACHING LOAD

Section A. All teachers will be granted a duty-free lunch period of at least thirty (30) minutes.

Section B. Where scheduling permits, secondary teachers shall be given an unassigned period.

During this unassigned period, said teacher may be called upon at the discretion of the principal. The Family and Consumer Science teacher at the high school will have one extra prep per week for grocery shopping.

Section C. All teachers will be given 5 prep periods per week - *On days shorter than a full day administration will develop procedures to ensure equity over the course of the year.*

Section D.

1. In those cases where substitutes are not available and a teacher serves as a substitute during his non-teaching time, said teacher will be paid an additional thirty dollars (\$30.00) for each period substituted. Such arrangements will be made by the principal of the school, who, except in cases of emergency, will attempt to limit the teacher to one (1) period of substitution per day. It is agreed that before the administration assigns a teacher to serve as a substitute, the reason for assigning a teacher as a substitute for a period must be that a teacher has left during the day or a substitute is not available. When a teacher is absent for a whole day and so notifies the administration, every effort will be made to provide a substitute.
2. When a teacher agrees to teach one (1) extra period on a regular basis, he/she will be compensated 1/5 of his/her per diem pay and be released of any directed learning time.

Section E. The Committee will follow its past practices for all personnel covered by this Contract regarding the establishment of the work day and work year during the life of this Contract. The work year will be one hundred eighty-four (184) work days consisting of one hundred eighty (180) student days, one (1) orientation day, and three (3) professional development days. The three (3) professional days will be scheduled as follows: Effective the beginning of the 2013-2014 school year, the three (3) professional days will be scheduled as follows: one (1) two days before the first student day of the school year, one (1) in November (election day), and one (1) in March (town election day). The professional development day for Unit A scheduled before the school year starts will be used in the following manner: a) one half day will be for teachers to meet in order to discuss and organize DCAP's. b) one half day to be used at the discretion of the administration to support district goals and initiatives. This provision will remain in effect for the term of this contract and be reevaluated at that time.

Section F. In addition to teaching duties, as otherwise outlined in this contract, teachers will be expected to perform the following duties listed below and other duties in conformance with past practice which may not have been listed below except as modified by Sections 3 and 4 of the Memorandum of Agreement dated June 10, 1997, between the parties resolving arbitration award AAA 11 39002314 95 ("Memorandum Attachment 1") which sections are attached hereto.

1. Homeroom duty as assigned in accordance with past practice.
2. Supervision of detention shall be assigned to all staff members on a rotating basis.
3. Supervision of study halls in accordance with past practice.

4. Prepare plan books, record books, seating plans, and report cards in accordance with past practice.
5. Attend faculty meetings in accordance with past practice.
6. Provide extra help after school in accordance with past practice.
7. Attend monthly department (grades 7-12) and grade level (grades pre-K-6) meetings.
8. Participate in open house activities in accordance with past practice.
- 9A. Supervision of bus duty for elementary teachers shall be assigned to all staff members on a rotating basis.
- 9B. Supervision of bus duty for secondary teachers shall be in accordance with past practice.
10. Lunch duty in accordance with past practice except that each elementary school will be provided two (2) lunch monitors to supervise the students only in the lunchrooms and only during the three (3) lunch periods including passing time between lunch periods.
Elementary teachers will not be called upon to perform lunch duty except in an emergency.
11. Supervision of corridors in accordance with past practice.
12. Attend assemblies in accordance with past practice.
13. Make reports to office on class attendance in accordance with past practice.
14. Supervise class during fire drills in accordance with past practice.
15. Field trips are voluntary; however, once the teacher initiates a trip, the teacher is to attend and be responsible for its supervision and organization. Additionally, if a trip is to involve the majority of the students of a grade, subject area, or department, then all teachers in that grade, subject area, or department are required to make the trip.
16. Recess supervision in accordance with past practice.
17. Assist sick and injured children in emergency situations in accordance with past practice.
18. Within the normal school day, TEAM evaluations will be performed in accordance with past practice.
19. Serve as advisors and sponsors of existing student organizations and existing clubs on a voluntary basis.
20. Chaperone dances and activities on a voluntary basis.
21. Supervise existing extracurricular assignments on a voluntary basis.
22. No LEA business will be conducted on school time except for duty-free lunch period.

Notwithstanding anything to the contrary contained in this Agreement, a teacher may volunteer to perform certain non-teaching supervisory duties not already required to be performed as referred to hereinabove or otherwise and be compensated at eighteen dollars (\$18.00) per duty.

Section G.

1. Parent/teacher conferences at elementary schools:

One (1) of the five (5) elementary afternoon parent/teacher conference sessions will be changed to one three (3) hour evening parent/teacher conference to be held in the fall from 6:00 p.m. to 9:00 p.m. On this one (1) evening parent/teacher conference, students will be released at 11:20 a.m. based on the present regular elementary starting and ending time. The elementary teachers on this day will be released at least three (3) hours before their regular ending time.

In the Fall the conferences will be scheduled on three (3) consecutive days, Wednesday 12:00 p.m.–3:00 p.m., Thursday 5:00 p.m.–8:00 p.m., and Friday 12:00 p.m.–3:00 p.m. In the Spring the conferences will be scheduled on two (2) consecutive days, Thursday and Friday 12:00 p.m.–3:00 p.m.

2. Parent/teacher conferences at high school:

- a. The student instructional day immediately preceding the evening Open House normally scheduled in September will be a full day. All faculty will be expected to attend Open House between 6:30 p.m. and 9:00 p.m.
- b. The student instructional day scheduled to occur on the day established for parent/teacher conferences will be a half day. Following the distribution of first marking period grades, Teachers will work a full day and participate in conferences with parents; high school, 11:45 a.m. to 1:55 p.m., Elementary, 12-3 p.m. Parent-teacher conferences will be by appointment only and shall be scheduled by the school administration in consultation with the Teacher.

Article III
CLASS SIZE

Section A. It is the intent of the Committee, and the Association agrees, that reduction in some class sizes is desirable; and, to the extent possible and in view of the availability of staff and facilities, the Committee will make such reductions. Although there are special situations in which certain classes need to be smaller and others may be larger, the desired optimum goal for most classes is twenty-five (25).

Article IV
TEACHER ASSIGNMENTS

Section A. Teachers will be notified, except in an emergency situation, of their programs for the coming school year, including the school to which they will be assigned, and the grades and/or subjects that they will teach, as soon as practicable and under normal circumstances not later than July 1.

Section B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not normally be assigned, except temporarily and for good cause, outside the scope of their teaching licenses and/or their major or minor field of study.

Section C. To the extent possible, commensurate with the best interest of the School System, changes in grade and assignments in the elementary schools and in Major Area assignments in the secondary schools, should be voluntary.

Section D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in their schedules as soon as it is possible to do so. Teachers employed and designated as required to travel between schools shall be compensated for travel on the basis of \$125.00 for each school year.

Section E. Teacher class assignments will be entered into the teacher's electronic gradebook in a timely and professional manner with the goal to insure communication.

Article V TEACHER EVALUATION

Section A. The purposes of evaluation are: 1. To provide information for improving performance, and 2. To provide a record of facts and assessments for all personnel decisions. The instrument to be used in evaluation shall be PERFORMANCE STANDARDS AND EVALUATION PROCEDURES as agreed upon by the parties and incorporated into this agreement as Exhibit A.

Section B. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their superiors and acknowledge that they have seen it and will have the right to discuss and sign each report with their superiors.

Section C.

1. Only one (1) official personnel file will be kept on each teacher. It will be housed in the office of the Superintendent of Schools.
2. Teachers will have the right, upon request, to review and make copies of the contents of their personnel file in the presence of a representative of the School Committee, if the School Committee so desires. A teacher will be entitled to have a representative of the Association accompany him during such review.
3. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge in writing that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

Section D. Any complaints placed in the file regarding a teacher made by a parent, a student, an administrator, the School Committee, or other person will be promptly called to the attention of the teacher, and the complainant will be identified. Before any action is taken, said complaints must be submitted in writing by the complainant. No complaint, however, will be based on second party information.

Section E. The Association recognizes the authority and the responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. However, should such action become necessary, it will be done in private. If a teacher is requested to meet with any member of the administration at or above the level of the principal, or with the School Committee, where disciplinary action is contemplated, the teacher will be entitled to have a representative of the Association present.

Article VI TRANSFER

Section A. When a transfer in the number of teachers in a school is necessary, qualified volunteers will be considered first.

Section B. When involuntary transfers are necessary, a teacher's major and/or minor field of study, academic preparation, ability, qualifications, assessment history, and length of service in the Ludlow School System will be considered in determining which teacher is to be transferred. When all these factors are relatively equal, the most senior teacher(s) will be transferred last. Teachers being involuntarily transferred will be transferred only to a position in their area of competence.

Section C. Notice of transfer will be given to teachers not later than August 20.

Article VII VACANCIES AND PROMOTIONS

Section A.

1. Whenever any vacancy occurs in a position, it will be adequately publicized by the Superintendent by means of a notice placed on the school bulletin board in every school for at least five (5) calendar days. Notice of vacancies in specialized positions identified as administrators, curriculum and instructional leaders or department heads shall be posted in the above manner for at least thirty (30) calendar days and shall clearly set forth the specifications, qualifications, and compensation of the position. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously, or without basis in fact when vacancies occur. With the exception of specialized positions as noted above, no vacancy will be filled except in an emergency within five (5) days from the date the notice is posted in each school building.
2. Persons in an acting capacity will receive the full salary and power of the position which they are filling.

Section B. If during the term of this Agreement a new position is established within the bargaining unit covered by this Agreement, the Committee will promptly give the Association written notice of the proposed salary for such position. If the Association objects to the proposed salary, it will, within ten (10) days after receiving such notice, inform the Committee of its desire to negotiate the proposed salary.

Section C.

1. All qualified teachers will be given adequate opportunity to make application for such positions as indicated in Sections A and B above, and the Committee agrees to give due weight to the professional background and attainments of all applicants and other factors which may be relevant. When all other factors are substantially equal, preference in filling such vacancies will be given to qualified teachers already employed by the Committee, provided that service during the remainder of the school year under Section C.2, hereafter, will not be considered by the Committee in making its determination under this section.
2. When a vacancy occurs, or a new position is established, as provided in Sections A and B above, at any time during the school year, the position may be filled by the Committee for the remainder of the school year and, in such event only, the requirements and provision of Section C.1, above, shall not apply.

Section D. During vacation periods, vacancies will be posted on a bulletin board at the Central Office and a notice sent to the President of the Association. With the exception of specialized positions as noted above, no vacancy will be filled except in an emergency within five (5) days from the date the notice is posted.

Article VIII
POSITIONS IN SUMMER SCHOOL
AND UNDER PUBLIC AND PRIVATE GRANTS

Section A. The School Committee of Ludlow will determine, in its sole discretion, whether or not a summer school program and/or a public or private grant will be operated or discontinued at any time.

Section B. All openings for summer school positions and positions under public and private grants will be adequately publicized by the Superintendent in each school building as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

Section C. When all considerations are equal, preference for filling positions in the summer school and positions under public and private grants will be given to regularly appointed teachers in the school system who may apply.

Section D. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the school system and in regard to summer school positions, previous summer school teaching experience.

Article IX
LEAVES OF ABSENCE WITHOUT LOSS OF PAY

Section A. Each teacher shall be allowed fifteen (15) days of medical leave for disability with full pay in each school year in which the teacher is serving in the Ludlow Public Schools as of the first official day of said year. Unused leave of absence for disability shall be accumulated from year to year up to two hundred forty (240) days. A teacher new to the school system shall be considered an employee on the first day he or she reports.

1. While on medical leave, the individual's pay accrual toward further medical leave eligibility shall not exceed fifteen (15) days. Progression toward professional teacher status shall not be interrupted.
2. Medical leave shall be expended at the rate of one (1) day for each school day of absence or portion thereof. Absence for medical tests will be deducted from medical leave.
3. Employees whose services are terminated for any reason, except death or retirement, shall not be compensated for unused eligibility for medical leave.
4. Each teacher, upon request, shall receive yearly notice of his/her accrued medical leave.
5. The administration may require a teacher to provide a physician's license after the teacher has used three (3) consecutive days of sick leave, exhibits a pattern of sick leave usage, and/or administration has evidence of sick leave abuse. The Committee may require a second opinion by a physician of the Committee's choice. The School Committee will pay for the second opinion. The Committee and the member will share the cost if a third physician is needed.
6. A teacher, upon retirement or upon death, shall be compensated for unused medical leave of absence for disability accumulated under the provisions of this Agreement. Such compensation shall be paid to the teacher or the teacher's estate at a per-diem rate of twenty-five dollars (\$25.00) per day up to a maximum of two hundred forty (240) days. A teacher must give written notification to the Superintendent by January 15th of the school year in which they intend to retire in order to receive said compensation on the retirement date. Failure to meet this deadline will result in retiree having to wait until the following fiscal year to receive said compensation. This

requirement can be waived in extraordinary circumstances at the discretion of the Superintendent.

7. In the event of anticipated long-term disability, such as an operation or delivery of a child, the teacher will, except in an emergency, notify the Committee and the Superintendent thirty (30) days prior to his/her expected date of departure.
8. A teacher may utilize their available sick time for the care of a sick spouse or child. Said use shall be subject to the same regulations, procedures, and limitations as if it was utilized for that teacher's personal care.
9. A teacher has the option of taking sick time in ½ day increments. A ½ day shall be calculated as three (3) hours.

Section B. Each teacher shall be allowed a maximum of two (2) days for emergency reasons and one (1) family use day, and one (1) day for legal or business reasons, and one (1) personal day.

1. For the purpose of this Contract, "emergency" may be interpreted to include such cases as home emergencies, quarantine by order of the Health Department, and serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee. In the case of parent or guardian, leave for illness of a child may be granted if the child is a member of the immediate household. For emergency leave, a statement of circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer and forwarded to the Central Office for approval by the Superintendent.
2. Each teacher may, upon written request and with the advance approval of the Superintendent or his designee, except in case of emergency in which event the approval of the Superintendent or his designee may be given orally, be granted one (1) day leave of absence with pay each school year for legal or business matters. Acceptable reasons which must be important and stated in writing for such days are such as, but not limited to the following: (1) court appearances, (2) house and property closings, (3) a complete house or apartment move.
3. Each teacher shall be allowed the aforementioned personal day in each school year but not during the last two (2) weeks of school or the workday before or after a vacation period or holiday, and it may not be accumulated. It is understood that in the aforementioned circumstances, there may be certain occasions when, with the approval of the Superintendent, a teacher may take his personal day during the last two weeks of school or the workday before or after a vacation period or holiday.

4. Teachers who are present at work for one hundred (100) consecutive days, exclusive of approved professional days, jury duty, approved Association business, and bereavement days for immediate family as provided for in Article IX, Section C, will be granted one (1) personal day. The consecutive days may overlap two (2) school years. The personal day must be taken in the school year in which it is earned and may not be accumulated, except that if a teacher earns his personal day for one hundred (100) consecutive days of perfect attendance during the last two (2) weeks of school, his personal day will be carried over to the following school year. It is understood that in the aforementioned circumstance, there may be certain occasions when, with the approval of the Superintendent, a teacher may take his personal day during the last two (2) weeks of school. Written notification to the Superintendent is required two (2) weeks in advance of the personal leave date desired.

Section C. In case of death in the immediate family (father, mother, brother, sister, son, daughter, husband, wife, grandchildren, domestic partner, parent-in-law, or other relatives with whom the teacher may then be living), a teacher shall be allowed not more than three (3) days with full pay, and for other relatives (grandparents, uncles, aunts, first cousins, nieces, and nephews), the teacher shall be allowed the day of the funeral with full pay. These regulations shall apply equally to relation whether by blood or by marriage, but no allowance with pay shall be granted for days previous to that on which the death occurs. In the case of death of husband, wife, son, or daughter, a teacher may, in addition to the three (3) days above provided, request and use up to a maximum of two (2) additional days to be charged to emergency and/or legal or business days to which the teacher may then be entitled. Such request must be made to the Superintendent as soon as possible under the circumstances so that the proper arrangements can be made in the best interest of the Ludlow School System.

Section D. A teacher shall be granted a leave of absence without loss of pay for one (1) day to attend commencement ceremonies should such fall on a school day, at which he or any member of his immediate family will be awarded a degree, or a diploma which represents the completion of at least two (2) years of post high school study. For the purpose of this section, immediate family is defined as father, mother, husband, wife, son, daughter, brother, sister, son-in-law, or daughter-in-law. Request for this leave shall be by written notification to the Superintendent two (2) weeks in advance of the effective leave date. (When travel time is needed, the School Committee may grant additional leave without pay.)

Section E. Notwithstanding the eligibility of personnel to access emergency, legal or business, or personal leave as further described in Section B. 1.-4., personnel who do not use those days not to exceed six in total per year shall, upon retirement or upon death, be compensated for said unused emergency, business/legal and/or personal leave according to the compensation terms described in Section A.6., including but not limited to the maximum of two hundred forty (240) days.

Article X
TEMPORARY LEAVES OF ABSENCE
WITHOUT LOSS OF PAY

Section A. A teacher may be granted up to five (5) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon written request and subsequent approval of the employee's principal and Superintendent. Reimbursement for the necessary expenses relating to conference attendance shall be subject to prior School Committee approval.

Section B. A teacher may be granted, upon written request to the Committee at least four (4) weeks in advance and with the approval of the Committee, early leave from his school duties for the purpose of attending Government Sponsored Educational Institutes for professional improvement, provided that the total number of days will not exceed ten (10) days. In case of a late appointment, the four (4) weeks' advance notice may be waived.

Section C. The Committee shall grant a teacher a leave of absence for required reserve military training not to exceed twenty (20) school days in any calendar year which cannot be performed at times other than school days. The Committee shall provide the difference between the teacher's military pay and the teacher's salary. The total pay received for this period shall not exceed his regular teacher salary for this same period.

Section D. Any teacher covered by this Agreement who is called to serve on jury duty will continue to receive his salary while serving on said duty and also will agree to give the Committee the compensation received, exclusive of travel and meals, for said jury duty.

Section E. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions shall be granted, provided, however, that the total amount of time taken by all such representatives will not exceed thirty (30) days per school year.

Article XI
EXTENDED LEAVES OF ABSENCE
WITHOUT PAY

Section A. The Committee agrees that up to three (3) professional teacher status teachers designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, the teacher will be placed on the salary schedule at the level commensurate with the teacher's actual teaching experience.

Section B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level

the teacher would have achieved if the teacher had not been absent. There shall be no accrual of time towards professional teacher status during the leave.

Section C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of his absence up to a maximum of four (4) years.

Section D. All requests for extensions or renewals of leave will be applied for in writing. A teacher's entitlement to his/her prior position or a substantially equivalent position upon return from such extension or renewal will be arranged on an individual basis by vote of the Committee.

Section E. Any teacher on leave of absence who does not return to work upon termination of said leave as specified in this article shall be considered as having resigned from his/her position.

Section F. For every day a teacher is out on an unpaid leave of absence, that day and every subsequent day will be subtracted from the said teacher's seniority date. The day or days subtracted from the seniority date will be deducted as they occur.

Section G. Time off of up to not more than five (5) consecutive work days without pay may be granted at the discretion of the Superintendent except that said time off shall not be for the purposes of vacation or any extension thereof. The decision of the Superintendent shall not be grievable or arbitrable.

Article XII SABBATICAL LEAVES

Desiring to reward professional performance and encourage independent research and achievement, the Committee hereby adopts the following policy of Sabbatical Leaves for Teachers to be granted upon recommendation by the Superintendent for approved scholarly programs whether or not carried on in an academic institution and subject to the conditions listed below.

Section A. No more than one (1) percent of the teaching staff shall be absent on sabbatical leave at any one time.

Section B. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than March 15, and action must be taken on all such requests no later than May 1, of the school year preceding the school year for which the sabbatical leave is requested.

Section C. The teacher has completed at least seven (7) years of consecutive service in the Ludlow School System.

Section D. Teachers on sabbatical leave will be paid at two-thirds (2/3) of their annual salary rate, in accordance with General Laws relating to Education - Commonwealth of Massachusetts.

Section E. The teacher will agree to return to employment in the Ludlow School System for one (1) full school year in the event of a semester's leave or two (2) full school years in the event of a full school year's leave. In the event that a teacher does not return for the period stated herein, the teacher will be required to reimburse the Committee for all monies advanced for such sabbatical leave, except in cases of death, incapacitating illness, or other circumstances recognized by the Committee.

Article XIII
CHILDREARING AND FAMILY LEAVES
OF ABSENCE WITHOUT PAY

Section A.

1. A teacher will be granted leave for the purpose of rearing said teacher's newborn child under conditions hereinafter specified.
2. In the manner and to the extent provided in this article, an employee who has been employed for at least three (3) consecutive months as a full-time employee and who shall give at least two (2) weeks' notice to the Committee of anticipated date of departure and intention to return shall be granted a leave of absence without pay and without accrual of time toward professional teacher status and eligibility for medical leave.

The said childrearing leave shall be for a period not exceeding twelve (12) months from the date of termination of disability as a result of pregnancy and, upon expiration of said childrearing leave, said employee shall be restored to the previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of leave.

3. The Committee shall not be required to restore an employee on childrearing leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such childrearing leave; provided, however, that such employee on childrearing leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of leave. Such childrearing leave shall not affect the employee's right to receive vacation time, medical leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible on the date of leave, and any other advantages or rights of employment incident to the employee's employment position; provided, however, that such childrearing leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the Committee need not provide for the cost of any benefits, plans, or programs during the period of childrearing leave unless the Committee so provides for all employees on leave of absence.

4. Teachers whose notice of intention to return, as required by Section A.2, above, involves a return to their duties during the course of a school year which in the judgment of the Committee would constitute inconveniences or disruption to pupils and the school administration, may be required by the Committee to postpone their return until the beginning of the following year. Teachers increase their chances of returning during the school year by notifying the School Committee of their intent to return on or before July 1 preceding the school year in which they intend to return.
5. In the event a teacher who has given the required notice of intention to return wishes to extend the period of childrearing leave beyond the date of return specified in said notice, the teacher shall submit a letter of request to the Committee within a reasonable time prior to the original date of return. Due consideration of this request shall be given by the Committee.

Section B.

1. Family leave of up to thirty (30) calendar days will be granted to any teacher upon presentation of a physician's license to the Superintendent of Schools proving that such leave is necessary to insure the health and welfare of the employee's family.
2. Said family leave of absence will be without pay and without accrual of time toward professional teacher status and eligibility for medical leave. Upon expiration of said leave, said employee shall be restored to the previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of leave.

The Committee shall not be required to restore an employee on leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave; provided, however, that such employee on leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of leave. Such leave shall not affect the employee's right to receive vacation time, medical leave, bonuses, advancement, seniority, length of service credit, benefits, plans, or programs for which the employee was eligible at the date of leave, and any other advantages or rights of employment incident to the employment position; provided, however, that such leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the Committee need not provide for the cost of any benefits, plans, or programs during the period of family leave unless the Committee so provides for all employees on leave of absence.

Section C. Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), eligible employees will be provided with up to twelve (12) weeks of unpaid leave for their own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

1. Eligible employees are defined as having been employed:
 - a. for at least twelve (12) months, and
 - b. for at least 1250 hours over the previous twelve (12) months, 29 U.S.C. S 825.110 provides that full-time teachers of an elementary or secondary school system are deemed to meet the 1,250 hour test.
2. Employees are entitled to twelve (12) weeks leave during any twelve (12) month period for the following reasons:
 - a. The birth of an employee's child or the care thereof or because of placement of a child with the employee for adoption or foster care; an employee's entitlement to leave for this reason expires twelve (12) months after the birth or placement of the child.
 - b. Caring for the employee's spouse, son, daughter, or parent who has a serious health condition; a "serious" health condition is one that requires inpatient care or "continuing treatment by a health care provider."
 - c. The employee suffers a serious health condition that makes him/her unable to perform the functions of his/her job.
3.
 - a. All requests for leaves must be submitted in writing at least, when possible, thirty (30) days in advance to the Committee.
 - b. All requests must be dated and state the reason and anticipated length of the leave.
 - c. All requests under 2.b. or c. must be supported with LICENSURE, by the health care provider of the person with the serious health condition, within fifteen (15) days of the request unless under particular circumstances it is not possible to do so, in which case it should be provided as soon as possible. Licensure should include the date on which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for the family member and an estimate of the amount of time needed for such care (if the leave is to care for a family member) or that the employee is unable to perform his/her functions (if for his/her own health condition).
 - d. An employee will be required to submit RE-LICENSURE every thirty (30) days if the leave is extended from the original date, the circumstances of the serious health condition change, or the Committee receives information that casts doubt upon the

continuing validity of the latest licensure. If the employee becomes aware that an extension of the leave will be needed, advance notification will be appreciated to allow for staff scheduling and minimal interruption. This information must be communicated directly to the Committee by the employee on leave.

- e. The Committee reserves the right to require a second opinion by a doctor designated or approved by the Committee and at the expense of the Committee. In the event of conflicting opinions, the Committee may require, at the expense of the Committee, a third opinion by a doctor approved jointly by the Committee and the employee which will be final and binding.
- f. An employee returning from leave will be reinstated to the position he/she was employed in prior to the leave or to an equivalent position in pay, benefits, and other terms and conditions of employment. An employee on leave must contact the Committee at least five (5) days prior to his/her scheduled return date to verify his/her return.
- g. The Committee will continue contributions to health benefits, if any, in the usual and customary manner during the leave.
- h. The Committee reserves the right to recover premiums paid for employees who fail to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c. or something else beyond the employee's control. If the employee fails to return from leave because of a claimed continuation, re-occurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c. he/she must furnish certification from the health care provider to support the claim. If the employee fails to furnish the certification within thirty (30) days the Committee will seek to recover any premiums paid.
- i. If at end of the twelve (12) week period, the employee requests and is granted an extension of the leave, he/she will become responsible for the payment of the full insurance premium under COBRA guidelines. The insurance premiums will be reinstated in the usual and customary manner once the employee returns to work from the leave.
- j. Earned time will not continue to accrue during a leave hereunder, however, these benefits will immediately begin to accrue following the employee's return to work. An employee on leave will maintain, but will not accrue, his/her seniority during the leave. Seniority will continue to accrue immediately following his/her return to work.
- k. Paid time used for any portion of the leave will be in substitution of, and not in addition to, the twelve (12) week period.
- l. A leave taken hereunder does not supersede Massachusetts General Laws regarding leaves. Any employee eligible for leave under this section will be entitled to any other greater family or medical leave rights and benefits provided for in any provision of this Agreement.

4. The following shall apply to "instructional employees" as defined by the FMLA and the regulations promulgated thereunder:
 - a.
 - (1) If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the total number of working days over the period the leave would extend, the Committee may require the employee to choose either to:
 - (i) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (ii) transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.
 - (2) If an instructional employee does not give the required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the Committee may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Committee may require the employee to delay the taking of leave until the notice provision is met.
 - b.
 - (1) If an instructional employee begins leave more than five (5) weeks before the end of an academic term, the Committee may require the employee to continue taking leave until the end of the academic term if --
 - (i) The leave will last at least three (3) weeks, and
 - (ii) the employee would return to work during the three-week period before the end of the academic term.
 - (2) If the employee begins leave for a purpose other than the employee's own serious health condition during the five week period before the end of an academic term, the Committee may require the employee to continue taking leave until the end of the academic term if --
 - (i) The leave will last more than two (2) weeks, and
 - (ii) The employee would return to work during the two-week period before the end of the academic term.

- (3) If the employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of an academic term, and the leave will last more than five (5) working days, the Committee may require the employee to continue taking leave until the end of the academic term.
- (4) The words "academic term" mean the school semester, which typically ends near the end of the calendar year and the end of spring each school year.

Section D. Non-compliance with the provisions of this article may cause the expiration of leave and the termination of the individual as an employee

Article XIV PROFESSIONAL BEHAVIOR

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

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

Teachers will be required to report to their respective schools at the following times: Elementary Schools - 8:50 a.m.; Middle Schools - 8:05 a.m.; Senior High Schools - 7:20 a.m.

No teacher with professional teacher status will be disciplined, reprimanded, reduced in rank or compensation, suspended, or dismissed without just cause, provided, however, that the Superintendent may, for good cause, require the immediate suspension of any employee pursuant to M.G.L., c.71, sec. 42 D. In cases of suspension or dismissal, the arbitrator shall consider the best interest of the pupils in the district and the need for elevation of performance standards.

Article XV CONSULTATION PROCEDURE

Section A. The Committee and the Association desire to encourage the active participation of the teachers in the development and implementation of the best possible educational programs for the school children of Ludlow, including state and federal programs.

The Association may make recommendations to the Committee through the administration and Superintendent in regard to such programs.

Section B. It is clearly understood and agreed that the consultation procedure described herein shall not be construed to require any party to this Contract to consent to any change, modification, or reopening of this Contract.

Article XVI
CONDITIONS OF INSTRUCTION AND
CURRICULUM COMMITTEES

Section A. The Committee and Association agree that a teacher's primary function is to teach; therefore,

1. Except in situations as determined by the principal or his designee or to provide approved special instruction, pupils shall not be taken from class.
2. A teacher's marks shall not be changed arbitrarily or without valid reason. Prior to making any change, the administrator shall consult with the teacher concerned.
3. An elementary school teacher shall not normally be required to prepare each evaluation of a pupil more than once, unless the evaluation is unsatisfactory to the principal.
4. Teachers shall be relieved of all daily maintenance of registers.

Section B. System wide curriculum development and revisions which would be considered above the normal scope of curriculum study shall be undertaken by curriculum committees.

1. The curriculum committee will include a chair, secretary, and at least five (5) additional committee members.
2. Each curriculum committee will determine its need for release time from instructional duties, for which a substitute will be provided. (The majority will prevail.)
3. Each curriculum committee will dedicate its time to the curriculum during the early release days.
4. Each curriculum committee will be chaired by a teacher if possible.
5. The members of each curriculum committee will be compensated at \$35.00 per hour for a minimum of thirty (30) hours. The chair will be compensated at \$40.00 per hour for a minimum of thirty (30) hours. The secretary will be compensated for additional hours needed to prepare the final report up to a maximum of ten (10) additional hours. Any additional time needed must be approved by the Superintendent. Work performed during release time from instructional duties referred to in paragraph 2. above will be neither compensated, nor counted toward the minimum hours, as provided for in this paragraph.
6. Each curriculum committee chair will verify clock hours earned for PDP credits.

Section C. All teachers shall be provided with in-service training and orientation prior to the

introduction of any new system-wide curriculum changes. The length and type of in-service training and necessary teacher participation will be developed by a joint committee of administrators and teachers who initiated the program. These programs and training will be subject to School Committee approval. The cost of the in-service training will be assumed by the School Department. This cost will not be interpreted as compensation for training sessions.

Section D. Academic Task Force: It is hereby agreed that from time to time it may be necessary to form curriculum task forces in order to support and advise the Curriculum Director with the analysis of specific aspects of our district curriculum and are not intended to replace traditional curriculum committees. These task forces are more limited in duration and scope than the curriculum committees articulated in this agreement. Said task force shall be made up of one administrator and one teacher from each of the Ludlow Public Schools. Compensation for this work will be at the agreed upon rate for work done beyond the contractual day.

Article XVII TEACHER PROTECTION

Section A.

1. Teachers shall be required to report any case of assault on teachers in connection with their employment to the Principal and Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report.
2. The alleged assault will be promptly investigated by the teacher's principal and the Superintendent of Schools.
3. In either cases (pupil or non-pupil adult), the Superintendent will comply with any reasonable written request from the teacher for information in its possession relating to the incident or person involved.
4. If a teacher is verbally or physically assaulted or a battery is committed on such teacher during the workday and such teacher feels that he/she cannot perform his/her professional duties, such teacher will have the ability to remove himself/herself from work on the day of the event for all or a portion of the remainder of that day without loss of pay or use of sick leave.

Article XVIII INSURANCE AND ANNUITY PLAN

Section A. The cost of the following types of insurance coverage will be paid by the Town of Ludlow for each teacher electing to sign up for the following coverage:

1. Term life insurance of the type presently available to teachers – fifty percent (50%).

2. Medical and hospitalization insurance of the type presently available to teachers for individual or family coverage, whichever applies in the particular case. Effective by on or about September 1, 2004, medical and hospitalization insurance will be provided via a single vendor., Blue Cross/Blue Shield, and a BlueCross/Blue Shield–Dental Blue dental plan will be provided, the latter of which cost will be shared equally between the employee and the Town of Ludlow. Effective until August 31, 2006, in the event the Town of Ludlow agrees to contribute more than 50% of the cost of said dental plan for any other bargaining unit, the employees covered by this Agreement will be entitled to receive the same increased cost contribution by the Town of Ludlow. The costs for the following types of insurance coverage will be paid by the Town of Ludlow for each administrator electing to sign up for the health insurance;
- 2019-2020 = 81%
2020-2021 = 81%
2021-2022 = 78%

Section B. Teachers will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370.

Section C. The Committee shall provide indemnification for any teacher who shall be eligible for indemnification under Chapter 41, Section 100C of the General Laws of the Commonwealth as most currently amended.

Article XIX PAYROLL DEDUCTIONS

Section A. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Ludlow, Massachusetts, all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract.

Dues deduction will be prorated equally from the effective date of employee authorization to the end of the school year.

Section B. All members of the bargaining unit who are not members of the Association shall be required to pay the fair share fee. The Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The Committee is not, and should not be, responsible for the implementation, collection, or enforcement of the fair share fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

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

to, any legal expenses incurred.

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

Section C. Employees may authorize the Committee to deduct from their salary a contribution to Voice of Teachers for Education (V.O.T.E.), of an amount which the employee shall specify in writing. The Committee will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty (30) days. Deductions will be made in accordance with the present practice regarding Association dues and will be pro-rated equally from the effective date of the employee authorization to the end of the school year.

Article XX SALARIES

Section A. For the purposes of determining placement on the salary schedule, Teachers newly employed by the Ludlow Public Schools who are licensed in Massachusetts may be granted by the Superintendent up to one (1) year for each year of teaching in the public and/or private sector, or appropriate professional, business or industrial experience.

Section B. Teachers will be given \$100 credit for each year of military service within specified periods, to a maximum of \$300 credit. However, credit for military service will be removed when a teacher reaches Step 12 of the salary schedule according to his/her level of academic preparation.

1. Specified periods for military service credit:
 - (a) September 16, 1940 - December 31, 1946.
 - (b) June 25, 1950 - January 31, 1955 - Korean Conflict
 - (c) January, 1962 - December 31, 1975 - Vietnam Conflict
 - (d) August 9, 1990 - - Persian Gulf War/Operation Desert Storm
 - (e) March 2003 - - Operation Iraqi Freedom

Section C. Teachers who obtain, after September 1, 1988, at least one (1) additional area of licensure will receive a one time \$250.00 payment.

Section D. No person on the salary schedule shall be entitled to any increment without the specific vote of the School Committee.

Section E. Definition of Salary Schedule:

1. Bachelor's Column: This column pertains to those persons employed in the system with a Bachelor's Degree from a duly accredited college.
2. Bachelor's + 15: This column pertains to a person with a Bachelor's Degree who has received fifteen (15) credit hours of additional work beyond the

Bachelor's Degree; all of those credits to have been obtained after the awarding of the degree.

3. Master's Degree/Bachelor's + 30: This column pertains to a person who has received a Master's Degree from a duly accredited college or university or to a person with a Bachelor's Degree who has received thirty (30) credit hours of additional graduate work beyond the Bachelor's Degree; all of those credits to have been obtained after the awarding of the degree.
4. Master's Degree + 15: This column pertains to a person who has earned fifteen (15) credit hours of work after the completion of the Master's Degree.
5. Master's Degree +30: This column pertains to a person with a Master's Degree plus thirty (30) credit hours subsequent to the receipt of said Master's Degree.
6. Master's Degree + 45: This column pertains to a person who has earned forty-five (45) credit hours of work after the completion of the Master's Degree.
7. Master's Degree + 60: This column pertains to a person who has earned sixty (60) credit hours of work after the completion of the Master's Degree.
8. C.A.G.S.: License of Advanced Graduate Study/Second Master's Degree: This column pertains to a person with a Master's Degree plus a License of Advanced Graduate Study at a duly accredited college or university.
9. Doctorate: This column pertains to a person with a Ph.D. /E.D. at a duly accredited college or university.

Section F. All persons desiring to obtain course credit must have prior approval from their principal and the Superintendent of Schools for all courses taken. Evidence of the satisfactory completion of the course shall be in the office of the Superintendent no later than October 1 of a school year if credit is to be given affecting salary during that school year provided, however, that for budgeting purposes, notice of the bargaining unit member's expectation to receive an advanced degree or additional credits affecting salary for that school year shall have been received by the Superintendent on or before January 15 of the prior school year.

Section G. Teachers must take two (2) semester hours or the equivalent thereof every three (3) years in order to advance to step 4, step 7, and step 10 on the salary schedule. Teachers who do not fulfill this requirement will be held on step 3, 6, or 9, as applicable, until such time as the requirement is met. Upon completion of the course requirement, the teacher will be allowed to move in September of the following school year to the immediate next step and continue to move to each immediately following step until such time that a second or third course requirement is needed at

which time said teacher will be held on step 6 or 9, as the case may be, until said requirement is fulfilled again.

In summary, a teacher must take three (3) two-semester hour courses or equivalent thereof during the nine (9) year period; i.e., one (1) two-semester hour course or equivalent thereof in each three (3) year block. The School Committee will not be obligated to notify teachers of any requirement herein.

This professional improvement may be satisfied in the following manner:

1. A teacher may participate in a teacher workshop which will strengthen or broaden the teacher's background; update his teaching theories and methods; keep the teacher abreast with current educational and subject matter, content, trends, and developments; contribute to increasing the quality of the teacher's service to his/her classes in particular and to the public in general. Said workshop shall be one which is approved by the Superintendent.
2. A teacher may take a course(s) at a duly accredited college or university.
3. Professional improvement courses may be left to the discretion of teachers credited with twenty five (25) years of teaching experience or having reached the age of fifty (50), whichever comes first.
4. Teachers with the required consecutive years of service will be given super maximum increments. Leaves of absence granted by the Committee do not interrupt service for the purposes of these increments. Teachers must take two (2) semester hours, or the equivalent thereof, within three (3) years prior to receiving each of the super maximum increments. These increments will be phased in based on the schedule below. Once a teacher earns any super maximum increment, he/she will continue to earn it until he/she terminates his/her employment in the Ludlow School System.

Increment	Amount
10	\$ 250
15	\$ 500
20	\$ 1,000
25	\$ 1,000
30	\$ 750

Section H. Teachers who are in service in the Ludlow Public Schools more than fifty percent (50%) of any scheduled school year shall be granted the earned increment and any special increase in accordance with the established requirements relative thereto. Ordinary periods of absence shall be included in computing amount of service. Periods of absence on leave shall not be included in such

service computation.

Section I. A teacher may participate in a course offered by the School Committee. The School Committee shall offer one (1) course each semester (two [2] courses each school year) provided that at least twelve (12) teachers enroll and participate in each course.

1. The cost of the course, which will be conducted within the system, will be borne by the School Committee.
2. The cost of text and/or materials needed will be paid for by the teacher taking the course.
3. The Association will make a recommendation of course selection, instructor, and instructor cost to the School Committee. These recommendations shall be made on or before June 30 and November 30 of each year. The Committee shall make the selection of the participants taking the course on an equitable basis.
4. This course shall be recognized for vertical advancement on the salary schedule.
5. Recognition for horizontal advancement rests between the teacher and the individual college or university.
6. The teacher may not have taken the same course previously.

Section J.

1. Part-time teachers may be hired by the School Committee to fill part-time positions. However, two (2) or more part-time teachers will not be hired to fill a full-time position except in cases where the qualifications required are unavailable in a full-time applicant.
2. The salary of part-time teachers will be prorated per period on the basis of the amount of instructional time that he/she is employed by the School Committee. A secondary teacher would receive 1/5 of a teacher's salary for each instructional period taught.
3. At the elementary level, a kindergarten teacher who teaches one (1) session is a half-time teacher. Also, at the elementary level, a teacher who teaches or provides services half the hours of a school day is a half-time teacher.
4. It is understood by the parties that every effort will be made in the scheduling of part-time teachers so that classes and/or times are scheduled in a consecutive way.

Section K.

1. The work year for the guidance counselors, pupil adjustment workers (counselors), early childhood coordinator, and the technology coordinator will be ten (10) days more than the regular work year of 184 days. Five (5) of these additional days will be scheduled immediately preceding the opening of school and the other five (5) days will be scheduled immediately following the close of school unless scheduled otherwise by mutual agreement of the individual and the Superintendent or his/her designee. The work year for the programmer will be five (5) days more than the regular work year of 184 days. These additional days will be scheduled immediately preceding the opening of school and/or immediately following the close of school unless scheduled otherwise by mutual agreement of the individual and the Superintendent and his/her designee.
2. Pay for these additional days will be on a per diem basis of his/her annual salary in effect at that time for 184 days.
3. The Ludlow Education Association will receive written notification of all proposed additional days for the above positions or of any other positions which will require additional time over the regular work year/day.

Section L.

1. All employee paychecks will be direct deposited.
2. Teachers will be paid a set rate of \$33.00 per hour for work outside the contract that is not already specifically mentioned in this collective bargaining agreement.

Article XXI
REDUCTION IN FORCE

The size of the staff, and/or any increase or reduction thereof, shall rest in the sole and exclusive discretion of the School Committee, except where such action would conflict with this Agreement.

In the event of a reduction of the number of professional status teachers in the Ludlow School System, the School Committee will take into consideration the ability, qualifications, assessment history, seniority, and seniority within the discipline of said employees in the Ludlow School System, and in instances where seniority is equal and ability, qualifications, and assessment history are, in the judgment of the Superintendent and School Committee, relatively equal, seniority within the discipline shall prevail. In assessing ability, qualifications, and assessment history, the Superintendent and the School Committee will not act in an arbitrary or capricious manner nor without sound basis in fact for their decision. An employee so affected shall, in the event of an open position for which he/she is licensed or for which he/she could become licensed in the discipline of the open position prior to the effective date of the layoff, be transferred to said open position, or, in the event there is no open position, said employee shall replace the nonprofessional status employee

with the lowest seniority anywhere in the system in an area where the prospective laid-off employee is licensed, or, if there is no such nonprofessional status employee, then said employee shall replace the professional status employee with the lowest seniority anywhere in the system in an area where the prospective laid-off employee is both qualified and licensed.

"Elementary" discipline categories shall be the following: (a) grades pre-K through 6, (b) art, (c) music, (d) physical education, (e) student support services, special education, and all other positions not mentioned elsewhere. "Secondary" (7 through 12) discipline categories shall be the following: (a) English, (b) science, (c) math, (d) social studies, (e) languages, (f) business, (g) art, (h) music, (i) industrial arts/technology ed (j) home economics/family and consumer sciences, (k) physical education, (l) guidance, (m) librarian, (n) pupil services staff - bilingual, health, special education, and all other positions not mentioned elsewhere.

"Laid-off" means that professional status teachers who are laid-off in accordance with this article have recall rights until August 31st or the day immediately prior to the beginning of the school year, if earlier, in the second consecutive calendar year next following the calendar year in which the affected teacher receives his/her notice of lay-off. If such teacher is recalled during this recall period, he/she will have all benefits to which he/she was entitled to at the time of layoff restored in full upon re-employment within the recall period.

The effective date of lay-off for teachers is the first day of work in the school year next following the school year in which the affected teacher received his/her notice of lay-off. "Qualified" means that the teacher has taught in the discipline for at least one (1) school year in any school system and has on file with the office of the Superintendent evidence that he/she, in the judgment of the Superintendent and School Committee, possesses the necessary qualifications or can obtain said necessary qualifications by the effective date of his/her layoff. Any teacher who has taught in the Ludlow School System ten (10) years or more as of September 3, 1985, will be exempt from requirement of one (1) school year's experience in said discipline. Any teacher who has taught in the Ludlow School System prior to September 3, 1985, but not before September 1975, will be exempt from requirement of one (1) school year's experience in said discipline, provided said teacher was licensed in said discipline on or before August 31, 1997. In assessing "qualified," the Superintendent and School Committee will not act in an arbitrary or capricious manner nor without sound basis in fact for their decision.

"Licensure" means that the teacher has on file at the office of the Superintendent evidence:

1. By the last day of the school year in which the affected teacher is notified of his/her prospective lay-off that he/she possesses the necessary licensure in the specific discipline required, or
2. By June 1 of the school year in which the affected teacher is notified of his/her prospective layoff that he/she can complete the necessary licensure requirements in the specific discipline required which evidence shall include:

- A. a statement from the Massachusetts Department of Education stating which course or courses are needed by the affected teacher in order to become licensed.
- B. a statement from an accredited institution that the affected teacher is taking such course(s) and can complete such course(s) by August 31 of the calendar year in which the affected teacher received his/her notice of layoff.

"Seniority" means the teacher's continuous length of service in years, months, and days of employment by the Committee in the Ludlow School System. "Seniority within the discipline" means the teacher's length of service in years in a discipline as listed hereinabove. In cases involving teachers who have identical seniority and/or seniority within the discipline, preference for retention or recall shall be given to the teacher who has achieved the highest assessment rating or degree standing.

Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 1 of the school year preceding the school year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff. Teachers who have been laid off under the provision of this paragraph shall be entitled to recall rights until August 31 or the day immediately prior to the beginning of the school year, if earlier, in the second consecutive calendar year next following the calendar year in which the affected teacher receives his/her notice of layoff. During the recall period, teachers shall be notified by licensed mail to their last address of record, and given preference for positions for which they are qualified and licensed as they develop in the inverse order of the respective layoff and all benefits to which the teacher was entitled at the time of layoff shall be restored upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given consideration for substitute work for which they are qualified and licensed at substitute pay, if they so desire. A list specifying the seniority of each member of the professional staff shall be prepared by the Committee and forwarded to the President of the Association by September 30 of each year.

Except for the method of layoff of employees covered by this article, nothing contained in this article shall in any way limit or restrict the School Committee or its authorized representative in the exercise of its rights and responsibility under Chapter 71 or any other applicable section of the General Laws of Massachusetts including but not limited to the right to dismiss, lay off, or otherwise terminate the services of a teacher with professional teacher status or nonprofessional teacher status in accordance with Chapter 71 or any other applicable statute of the General Laws.

Conditions Under Which Unit B Administrators May Return to Unit A:

In the event the number of Unit B administrators in the Ludlow School System is reduced, and there exists no other Unit B administrator position which is equal to or lesser than the position held by the laid-off Unit B administrator and for which he is qualified and licensed or for which he could become qualified or licensed in the open position prior to the effective date of the layoff, and there exists no other Unit B administrator with less seniority in a position which is equal to or lesser than

the position held by the laid-off Unit B administrator and where the laid-off Unit B administrator is both qualified and licensed, then the said laid-off Unit B administrator, excluding nonprofessional teacher status Unit B administrators who have never been employed as a teacher in the Ludlow School System, shall have the right to displace the least senior teacher position in the system in which the laid-off Unit B administrator is qualified and licensed to teach, provided that the laid-off Unit B administrator has greater seniority than the teacher to be displaced.

Article XXII
SICK LEAVE BANK

A Sick Leave Bank for the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, is hereby established exclusively for the use of the members of this bargaining unit. Participation by members of the Unit shall be mandatory, and each teacher shall be assessed one (1) day of his/her annual and/or accumulated sick leave. New members of the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the Unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level one hundred (100) days or less, then each teacher in the bargaining unit shall be assessed one (1) day of his/her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event a teacher has no annual and/or accumulated sick leave at the time of said assessment, the teacher shall be assessed the amount of days owing to the Bank the following September 1st. Subject to the provisions of this article, each teacher may, following a maximum of ten (10) school days' waiting period, be granted by the Sick Leave Bank Committee a maximum of thirty (30) school days per year from the Bank. If days are granted, they shall cover retroactively the waiting period.

The Sick Leave Bank shall be administered by the Sick Leave Bank Committee made up of three (3) appointees of the Association and two (2) appointees of the Committee. The Sick Leave Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this article. All decisions by the Sick Leave Bank Committee shall be by three (3) affirmative votes, and all decisions by the Sick Leave Bank Committee shall be final and binding and not subject to grievance and/or arbitration.

The Teacher will provide a physician's license, dates of absences, estimated number of days needed, and the most recent copy of the absence balance from the district system.

Article XXIII
GENERAL

Section A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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.

Section B. This Agreement constitutes Committee policy for the commitments contained herein and gives them full force and effect as Committee policy. The Committee will take whatever action as may be necessary in order to give full force and effect to the provisions of this Agreement.

Section C. The Association shall not engage in a strike, and no employee or the Association shall induce, encourage or condone any strike, work stoppage, slowdown, or withholding of services by such employees during the duration of the term of this Contract.

Section D. The Association and the Committee will mutually select a printer for the Contract.

Section E. The President/Co-Presidents of the Association will not be assigned any duties referred to in section 3 of the Memorandum Attachment 1 except that the President may be called upon to perform any of said duties in an emergency.

Section F. The President/Co-Presidents of the Association will be allowed to install, for Association use, a telephone line and facsimile line at the expense of the Association at a location agreed upon by the principal and the Association President/Co-Presidents, but not in a classroom unless otherwise agreed upon by the Committee and the Association. Use of the telephone line or facsimile shall not interfere with teaching duties.

Section G. The Association President/Co-Presidents will be released with pay one (1) day per year to visit schools.

Section H.

1. The Committee agrees with the Association that it is desirable to have every class held in a properly heated, lighted, and ventilated classroom equipped with a Public Address system.
2. Every school building shall have one (1) room made available for use by teachers during the normal work day.
3. Each teacher permanently assigned to a school shall be provided with a desk, file cabinet that can be locked, and chair for his/her exclusive use. Every itinerant teacher shall be provided with a desk, file cabinet, and chair for his/her exclusive use that can be locked in at least one (1) school to which he/she is assigned.
4. Duplicating machines, photocopying machines and computers in each school shall be available to teachers to use in preparing instructional materials.
5. There shall be a phone reserved for use of teachers in the teachers' room.

Section I. No Unit A employee will be called upon or directed by the administration to perform the work of an administrator.

Section J. During the Fiscal Year 2016, a committee will be formed, consisting of Unit A representatives and Administration, to reorganize the Clubs at the elementary level. The committee will set expectations regarding minimum number of sessions, length etc.

2019-2020 – 2.5% increase

SALARY SCHEDULES

2019-2020 STEP	B	B+15	B+30/M	M+15	M+30	M+45	CAGS/MM/M+60	PHD
1	\$ 43,450	\$ 44,722	\$ 46,643	\$ 48,544	\$ 51,758	\$ 53,355	\$ 54,953	\$ 57,429
2	\$ 45,371	\$ 46,643	\$ 48,544	\$ 50,481	\$ 53,764	\$ 55,270	\$ 56,863	\$ 59,330
3	\$ 47,282	\$ 48,554	\$ 50,481	\$ 52,382	\$ 55,591	\$ 57,200	\$ 58,811	\$ 61,213
4	\$ 51,111	\$ 52,382	\$ 54,320	\$ 56,214	\$ 59,422	\$ 61,024	\$ 62,623	\$ 65,007
5	\$ 53,033	\$ 54,320	\$ 56,214	\$ 58,135	\$ 61,326	\$ 62,934	\$ 64,541	\$ 66,903
6	\$ 54,953	\$ 56,214	\$ 58,135	\$ 60,540	\$ 63,255	\$ 64,853	\$ 66,453	\$ 68,832
7	\$ 56,863	\$ 58,135	\$ 60,053	\$ 61,974	\$ 65,178	\$ 66,775	\$ 68,372	\$ 70,746
8	\$ 60,053	\$ 61,326	\$ 63,255	\$ 65,178	\$ 68,372	\$ 69,970	\$ 71,567	\$ 73,904
9	\$ 61,974	\$ 63,255	\$ 65,178	\$ 67,091	\$ 70,287	\$ 71,880	\$ 73,471	\$ 75,803
10	\$ 63,896	\$ 65,178	\$ 67,091	\$ 69,009	\$ 72,195	\$ 73,794	\$ 75,393	\$ 77,686
11	\$ 65,811	\$ 67,091	\$ 69,009	\$ 70,921	\$ 74,114	\$ 75,709	\$ 77,303	\$ 79,592
12	\$ 67,392	\$ 68,673	\$ 71,117	\$ 73,152	\$ 76,486	\$ 78,145	\$ 79,804	\$ 82,254

2020-2021 – .5% increase

2020-2021 STEP	B	B+15	B+30/M	M+15	M+30	M+45	CAGS/MM/M+60	PHD
1	\$ 45,598	\$ 46,876	\$ 48,797	\$ 50,733	\$ 53,943	\$ 55,546	\$ 57,147	\$ 59,627
2	\$ 47,519	\$ 48,797	\$ 50,733	\$ 52,644	\$ 55,869	\$ 57,486	\$ 59,105	\$ 61,519
3	\$ 51,367	\$ 52,644	\$ 54,592	\$ 56,495	\$ 59,719	\$ 61,329	\$ 62,936	\$ 65,332
4	\$ 53,298	\$ 54,592	\$ 56,495	\$ 58,426	\$ 61,632	\$ 63,249	\$ 64,864	\$ 67,238
5	\$ 55,228	\$ 56,495	\$ 58,426	\$ 60,842	\$ 63,572	\$ 65,178	\$ 66,785	\$ 69,176
6	\$ 57,147	\$ 58,426	\$ 60,353	\$ 62,284	\$ 65,504	\$ 67,109	\$ 68,714	\$ 71,100
7	\$ 60,353	\$ 61,632	\$ 63,572	\$ 65,504	\$ 68,714	\$ 70,319	\$ 71,925	\$ 74,274
8	\$ 62,284	\$ 63,572	\$ 65,504	\$ 67,426	\$ 70,639	\$ 72,239	\$ 73,839	\$ 76,182
9	\$ 64,216	\$ 65,504	\$ 67,426	\$ 69,534	\$ 72,556	\$ 74,163	\$ 75,770	\$ 78,075
10	\$ 66,140	\$ 67,426	\$ 69,354	\$ 71,275	\$ 74,485	\$ 76,087	\$ 77,689	\$ 79,990
11	\$ 67,729	\$ 69,016	\$ 71,473	\$ 73,517	\$ 76,869	\$ 78,536	\$ 80,203	\$ 82,665
12	\$ 69,761	\$ 71,087	\$ 73,617	\$ 75,723	\$ 79,175	\$ 80,892	\$ 82,609	\$ 85,145

2021-2022 – 2.75% increase

2021-2022 STEP	B	B+15	B+30/M	M+15	M+30	M+45	CAGS/MM/M+60	PHD
1	\$ 46,852	\$ 48,165	\$ 50,139	\$ 52,128	\$ 55,426	\$ 57,074	\$ 58,718	\$ 61,267
2	\$ 48,826	\$ 50,139	\$ 52,128	\$ 54,092	\$ 57,405	\$ 59,067	\$ 60,730	\$ 63,211
3	\$ 52,779	\$ 54,092	\$ 56,093	\$ 58,048	\$ 61,362	\$ 63,016	\$ 64,667	\$ 67,128
4	\$ 54,764	\$ 56,093	\$ 58,048	\$ 60,032	\$ 63,327	\$ 64,988	\$ 66,648	\$ 69,087
5	\$ 56,746	\$ 58,048	\$ 60,032	\$ 62,516	\$ 65,320	\$ 66,970	\$ 68,622	\$ 71,078
6	\$ 58,718	\$ 60,033	\$ 62,013	\$ 63,997	\$ 67,305	\$ 68,955	\$ 70,604	\$ 73,055
7	\$ 62,013	\$ 63,327	\$ 65,320	\$ 67,305	\$ 70,604	\$ 72,253	\$ 73,902	\$ 76,316
8	\$ 63,997	\$ 65,320	\$ 67,305	\$ 69,280	\$ 72,581	\$ 74,226	\$ 75,869	\$ 78,277
9	\$ 65,982	\$ 67,305	\$ 69,280	\$ 71,261	\$ 74,551	\$ 76,202	\$ 77,853	\$ 80,222
10	\$ 67,959	\$ 69,280	\$ 71,261	\$ 73,235	\$ 76,533	\$ 78,180	\$ 79,826	\$ 82,189
11	\$ 69,595	\$ 70,914	\$ 73,438	\$ 75,539	\$ 78,983	\$ 80,695	\$ 82,408	\$ 84,939
12	\$ 71,680	\$ 73,042	\$ 75,641	\$ 77,805	\$ 81,352	\$ 83,116	\$ 84,880	\$ 87,487

Directors and Coordinators

Position	FY20 2.5%	FY21 .5%	FY22 2.75%
Advanced Placement Coordinator	\$ 1,697	\$ 1,706	\$ 1,753
Special Education Coordinator	\$ 1,577	\$ 1,585	\$ 1,629
	\$ 4,416		\$ 4,560
Summer School Director		\$ 4,438	
Career Center Coordinator	\$ 1,716	\$ 1,724	\$ 1,772
Guidance Department/State Testing Coordinator			
<ul style="list-style-type: none"> • The Guidance Department/State Testing Coordinator position will include an additional 15 workdays beyond the Unit A contracted work year, for the purpose of student scheduling or other duties within the job description, at the discretion of the Principal. The scheduling of these additional days will be mutually agreed upon by the Principal and the Guidance Department/State Testing Coordinator, and will be paid at a per diem rate as worked. The Guidance Department/State Testing Coordinator will be responsible for submitting time sheets for these extra days in a timely manner (06/16/17) 	\$ 3,083	\$ 3,099	\$ 3,184
Technology Coordinator	\$ 1,593	\$ 1,601	\$ 1,645
Health Coordinator for Grants and Related Activities	\$ 3,819	\$ 3,838	\$ 3,944
Mentor Coordinator	\$ 2,456	\$ 2,468	\$ 2,536
	\$ 33.00		\$ 33.00 per
	per hour	\$ 33.00 per	hour
MCAS Tutorial Coordinator	\$ 1,154	hour \$ 1,160	\$ 1,192
Service Team Facilitator	\$ 541.05	\$ 541.05	\$ 541.05
Online Credit Recovery Coordinator (05/24/18)	\$ 1,696	\$ 1,705	\$ 1,752
Online Credit Recovery Coordinator – Summer (05/24/18)	\$ 3,075	\$ 3,090	\$ 3,175
Virtual High School Site Coordinator (see Exhibit A-2)	\$ 1,763	\$ 1,772	\$ 1,821
LPS Summer Program Coordinator - Math/Reading	\$ 4,994	\$ 5,019	\$ 5,157

Department Chairs

Position	High School 2019-2022
English	\$ 3,617
Math	\$ 3,617
Social Studies	\$ 3,617
Science	\$ 3,617
Special Education (07/01/14)	\$ 4,523
World Language	\$ 3,617

Position	Middle School 2019-2022
English	\$ 4,523
Math	\$ 4,523
Social Studies	\$ 4,523
Science	\$ 4,523
Grade Six	\$ 4,523

Elementary School

Position	2019-2022
Grades PreK -3 (one per grade)	\$ 4,523
Grades 4-5 (one per grade)	\$ 4,523

Special Subjects

Position	2019-2022
Music K-12	\$ 4,523
Art K-12	\$ 4,523
Physical Education K-8	\$ 4,523
Business/Industrial Arts 7-12	\$ 4,523
Health, K-12; Physical Education/Family and Consumer Science, 9-12	\$ 4,523
Structured Individual Program K-12	\$ 4,523

If and when new positions are added, the salary applicable to said new positions shall be negotiable.

1. Three (3) year appointments; may reapply at end of term.
2. The provisions of M.G.L., c. 71, sec. 41, shall not apply to the non-reappointment of any Department Chair.
3. Three days (with per diem salary)--2 before the start of the school year and one after the school year ends for the purpose of carrying out responsibilities, ex. new materials, inventory, etc.
4. Department Chairs at the elementary and middle school levels as well as district-wide Department Chairs shall be provided with four (4) days during the school year (substitute teachers will be hired) to carry out certain responsibilities, e.g., classroom visits, report and budget preparation, etc. This provision does not apply to Department Chairs at the high school.
5. Duty free wherever possible, ex. no studies, no bus duty
6. Department Chairs at the elementary and middle school levels as well as district-wide Department Chairs will be assigned a full teaching load but shall not be assigned a duty.
7. Department Chairs at the high school level will be exempt from one teaching period per day and shall not be assigned a duty.
8. Department Chairs/Grade Level Leaders will be responsible for all duties as described by the contractual language. No volunteer committee responsibilities will supersede the contractual language for Department Chairs and Grade Level Leaders.

ATHLETICS

Intramural - 2 seasons

Session 1: begins with the third week of September and ends the third week of October: 15-20 days.

Session 2: begins Monday after February vacation and ends at start of the spring sports practice/season: 15-20 days. It is expected that during each session, the intramural supervisor will ensure a minimum of thirty-five (35) hours of activity.

- Any year in which there is no need for a Freshman Baseball and/or Freshman Softball coach, due to enrollment, the parties agree that the individuals hired for said positions will serve as the Assistant Baseball Coach or Assistant Softball Coach respectively to

be compensated at two-thirds the salary of the Freshman Baseball and Freshman Softball coaching positions for that year. **(04/15/16)**

- Qualification and responsibilities are as posted in association with other coaching and extra-curricular positions per the Unit A Teachers Contract. **(04/15/16)**
1. All coaches start at Step 1.
 2. Beginning in FY18, coaches who have taken and passed the NFHS Coach’s Education Class will advance one step in each year up to the maximum step for each coaching level. The maximum step for Varsity level coaches is step 3. The maximum step for Junior Varsity, Assistant, and Freshmen coaches is step 2.
 3. Coaches are responsible for paying the class registration fee for the NFHS Class and must submit proof of passing with their annual application to advance beyond step 1. Coaches new to PLS start at step 1 regardless of NFHS certification.
 4. Junior Varsity and Assistant coaches’ salaries have been set at 60% of the Varsity Coach salary for each sport. A current FY16 coach who returns in FY17 & FY18 will be grand-fathered at the salary listed in the original Athletic Salaries chart (see columns marked “Grandfathered Coaches”).
 5. Freshmen coaches’ salaries have been set at 50% of the Varsity Coach salary for each sport. A current FY16coach who returns in FY17 & FY18 will be grand-fathered at the salary listed in the original Athletic Salaries chart (see columns marked “Grandfathered Coaches”).

ATHLETIC SALARIES

Position

Athletic Salaries	FY20	FY21	FY22	Grandfathered Coaches		
				FY20	FY21	FY22
Football						
HEAD - step 1	\$ 4,556	\$ 4,579	\$ 4,705			
HEAD - step 2	\$ 4,764	\$ 4,788	\$ 4,920			
HEAD - step 3	\$ 4,972	\$ 4,997	\$ 5,135			
ASSISTANT - step 1	\$ 2,734	\$ 2,747	\$ 2,823	\$ 3,217	\$ 3,234	\$ 3,322
ASSISTANT - step 2	\$ 2,859	\$ 2,873	\$ 2,952			
FRESHMAN - step 1	\$ 2,279	\$ 2,290	\$ 2,353	\$ 3,217	\$ 3,234	\$ 3,322
FRESHMAN - step 2	\$ 2,383	\$ 2,395	\$ 2,461			
Soccer (Boys and/or Girls)						
HEAD - step 1	\$ 4,314	\$ 4,336	\$ 4,455			
HEAD - step 2	\$ 4,522	\$ 4,545	\$ 4,670			
HEAD - step 3	\$ 4,730	\$ 4,754	\$ 4,885			
VARSITY ASSISTANT/JUNIOR VARSITY - step 1	\$ 2,589	\$ 2,602	\$ 2,674	\$ 2,829	\$ 2,843	\$ 2,921
VARSITY ASSISTANT/JUNIOR VARSITY - step 2	\$ 2,713	\$ 2,727	\$ 2,802			
FRESHMAN - step 1	\$ 2,157	\$ 2,167	\$ 2,227	\$ 2,829	\$ 2,843	\$ 2,921
FRESHMAN - step 2	\$ 2,261	\$ 2,272	\$ 2,335			
Basketball (Boys and/or Girls)						

HEAD - step 1	\$ 3,976	\$ 3,996	\$ 4,106			
HEAD - step 2	\$ 4,184	\$ 4,205	\$ 4,321			
HEAD - step 3	\$ 4,392	\$ 4,414	\$ 4,535			
JUNIOR VARSITY - step 1	\$ 2,385	\$ 2,397	\$ 2,463	\$ 2,589	\$ 2,602	\$ 2,674
JUNIOR VARSITY - step 2	\$ 2,510	\$ 2,523	\$ 2,592			
FRESHMAN - step 1	\$ 1,987	\$ 1,997	\$ 2,052	\$ 2,589	\$ 2,602	\$ 2,674
FRESHMAN - step 2	\$ 2,092	\$ 2,102	\$ 2,160			
Baseball						
HEAD - step 1	\$ 3,451	\$ 3,468	\$ 3,564			
HEAD - step 2	\$ 3,659	\$ 3,678	\$ 3,779			
HEAD - step 3	\$ 3,867	\$ 3,887	\$ 3,994			
ASSISTANT (only if no freshman baseball)	\$ 2,302	\$ 2,313	\$ 2,377			
JUNIOR VARSITY - step 1	\$ 2,071	\$ 2,081	\$ 2,138	\$ 2,252	\$ 2,263	\$ 2,325
JUNIOR VARSITY - step 2	\$ 2,196	\$ 2,207	\$ 2,267			
FRESHMAN - step 1	\$ 1,726	\$ 1,735	\$ 1,782	\$ 2,252	\$ 2,263	\$ 2,325
FRESHMAN - step 2	\$ 1,831	\$ 1,840	\$ 1,890			
Softball						
HEAD - step 1	\$ 3,451	\$ 3,468	\$ 3,564			
HEAD - step 2	\$ 3,659	\$ 3,678	\$ 3,779			
HEAD - step 3	\$ 3,867	\$ 3,887	\$ 3,994			
ASSISTANT (only if no freshman softball)	\$ 2,302	\$ 2,313	\$ 2,377			
JUNIOR VARSITY - step 1	\$ 2,071	\$ 2,081	\$ 2,138	\$ 2,252	\$ 2,263	\$ 2,325
JUNIOR VARSITY - step 2	\$ 2,196	\$ 2,207	\$ 2,267			
FRESHMAN - step 1	\$ 1,726	\$ 1,735	\$ 1,782	\$ 2,252	\$ 2,263	\$ 2,325
FRESHMAN - step 2	\$ 1,831	\$ 1,840	\$ 1,890			
Hockey						
HEAD - step 1	\$ 4,218	\$ 4,239	\$ 4,356			
HEAD - step 2	\$ 4,426	\$ 4,448	\$ 4,570			
HEAD - step 3	\$ 4,634	\$ 4,657	\$ 4,785			
ASSISTANT - step 1	\$ 2,531	\$ 2,543	\$ 2,613	\$ 2,730	\$ 2,743	\$ 2,819
ASSISTANT - step 2	\$ 2,656	\$ 2,669	\$ 2,742			
JUNIOR VARSITY - step 1	\$ 2,531	\$ 2,543	\$ 2,613	\$ 2,730	\$ 2,743	\$ 2,819
JUNIOR VARSITY - step 2	\$ 2,656	\$ 2,669	\$ 2,742			
Grandfathered Coaches						
Track (Boys and/or Girls)	FY20	FY21	FY22	FY20	FY21	FY22
HEAD - step 1	\$ 3,403	\$ 3,420	\$ 3,514			
HEAD - step 2	\$ 3,611	\$ 3,629	\$ 3,729			
HEAD - step 3	\$ 3,819	\$ 3,838	\$ 3,944			
ASSISTANT - step 1	\$ 2,042	\$ 2,052	\$ 2,108	\$ 2,157	\$ 2,167	\$ 2,227
ASSISTANT - step 2	\$ 2,167	\$ 2,178	\$ 2,238			
INDOOR TRACK COACH - step 1	\$ 2,003	\$ 2,013	\$ 2,068			
INDOOR TRACK COACH - step 2	\$ 2,211	\$ 2,222	\$ 2,283			

INDOOR TRACK COACH - step 3	\$ 2,419	\$ 2,431	\$ 2,498			
ASSISTANT INDOOR TRACK COACH - step 1	\$ 1,202	\$ 1,208	\$ 1,242	\$ 1,261	\$ 1,267	\$ 1,302
ASSISTANT INDOOR TRACK COACH - step 2	\$ 1,326	\$ 1,333	\$ 1,370			
UNIFIED TRACK COACH	\$ 1,497	\$ 1,504	\$ 1,545			
ASSISTANT UNIFIED TRACK COACH	\$ 526	\$ 528	\$ 543			
Golf						
HEAD - step 1	\$ 2,281	\$ 2,292	\$ 2,355			
HEAD - step 2	\$ 2,489	\$ 2,501	\$ 2,570			
HEAD - step 3	\$ 2,697	\$ 2,710	\$ 2,785			
Cross Country (Boys and/or Girls)						
HEAD - step 1	\$ 2,608	\$ 2,621	\$ 2,693			
HEAD - step 2	\$ 2,816	\$ 2,830	\$ 2,908			
HEAD - step 3	\$ 3,024	\$ 3,039	\$ 3,122			
Tennis (Boys and/or Girls)						
HEAD - step 1	\$ 2,468	\$ 2,481	\$ 2,549			
HEAD - step 2	\$ 2,676	\$ 2,690	\$ 2,764			
HEAD - step 3	\$ 2,884	\$ 2,899	\$ 2,978			
Volleyball (Boys and/or Girls)						
HEAD - step 1	\$ 2,493	\$ 2,505	\$ 2,574			
HEAD - step 2	\$ 2,701	\$ 2,714	\$ 2,789			
HEAD - step 3	\$ 2,909	\$ 2,923	\$ 3,004			
ASSISTANT - step 1	\$ 1,497	\$ 1,504	\$ 1,545	\$ 1,557	\$ 1,565	\$ 1,608
ASSISTANT - step 2	\$ 1,622	\$ 1,630	\$ 1,674			
FRESHMAN	\$ 1,246	\$ 1,253	\$ 1,287			
Skiing						
HEAD - step 1	\$ 3,356	\$ 3,373	\$ 3,465			
HEAD - step 2	\$ 3,564	\$ 3,582	\$ 3,680			
HEAD - step 3	\$ 3,772	\$ 3,791	\$ 3,895			
Swimming						
HEAD - step 1	\$ 2,712	\$ 2,726	\$ 2,801			
HEAD - step 2	\$ 2,919	\$ 2,934	\$ 3,014			
HEAD - step 3	\$ 3,127	\$ 3,143	\$ 3,229			
ASSISTANT - step 1	\$ 1,628	\$ 1,636	\$ 1,681	\$ 1,763	\$ 1,772	\$ 1,821
ASSISTANT - step 2	\$ 1,752	\$ 1,760	\$ 1,809			
Wrestling						
HEAD - step 1	\$ 3,852	\$ 3,871	\$ 3,978			
HEAD - step 2	\$ 4,060	\$ 4,080	\$ 4,193			
HEAD - step 3	\$ 4,268	\$ 4,289	\$ 4,407			
ASSISTANT - step 1	\$ 2,311	\$ 2,323	\$ 2,387	\$ 2,419	\$ 2,431	\$ 2,498
ASSISTANT - step 2	\$ 2,435	\$ 2,448	\$ 2,515			
Post-season Bonus 10% of Athletic Salary						

EXTRACURRICULAR ACTIVITIES - Salary Schedule

Position	FY19	FY20	FY21	FY22
As School Match Wits	\$ 1,092	\$ 1,119	\$ 1,125	\$ 1,156
Band Director - High School	\$ 3,816	\$ 3,911	\$ 3,931	\$ 4,039
Band Director - Middle School	\$ 2,605	\$ 2,670	\$ 2,683	\$ 2,757
Best Buddies – Advisor	\$ 1,104	\$ 1,132.	\$ 1,137	\$ 1,169
Best Buddies – Sp Ed LiasonAdvisor	\$ 1,104	\$ 1,132	\$ 1,137	\$ 1,169
Cheerleader Advisor	\$ 1,544	\$ 1,583	\$ 1,591	\$ 1,634
Cheerleader Advisor - Assistant	\$ 1,104	\$ 1,132	\$ 1,137	\$ 1,169
Chorus Director – High School	\$ 2,732	\$ 2,800	\$ 2,814	\$ 2,892
Class Advisor - Freshman - maximum	\$ 1,100	\$ 1,128	\$ 1,133	\$ 1,164
Class Advisor – Sophomore Class - maximum	\$ 1,324	\$ 1,357	\$ 1,364	\$ 1,401
Class Advisor – Junior Class - maximum	\$ 2,319	\$ 2,377	\$ 2,389	\$ 2,455
Class Advisor – Senior Class - maximum	\$ 2,646	\$ 2,712	\$ 2,726	\$ 2,801
Debate Team Advisor	\$ 1,217	\$ 1,247	\$ 1,254	\$ 1,288
Debate Team Assistant	\$ 914	\$ 937	\$ 942	\$ 967
Drama Director	\$ 2,205	\$ 2,260	\$ 2,271	\$ 2,334
Elementary School – Club/Chapin (2) TBD, subject to approval by School Committee & appointment by principal with no more than ten (10) per school (10/30/13)	\$ 965	\$ 989	\$ 994	\$ 1,021
Elementary School – Club/Chapin (2) TBD, subject to approval by School Committee & appointment by principal with no more than ten (10) per school (10/30/13)	\$ 965	\$ 989	\$ 994	\$ 1,021
Elementary School – Club/Chapin (2) TBD, subject to approval by School Committee & appointment by principal with no more than ten (10) per school (10/30/13)	\$ 965	\$ 989	\$ 994	\$ 1,021
French Club Advisor	\$ 1,191	\$ 1,221	\$ 1,227	\$ 1,261
In-Session Editor - (5 issues) + \$ 200 Labels	\$ 974	\$ 998	\$ 1,003	\$ 1,031
Math Team Advisor	\$ 1,217	\$ 1,247	\$ 1,254	\$ 1,288
Building Mentor - Grant funded positions will be posted each year, as long as funding is available. One per building for a total of five (10/09/12)	\$ 475	\$ 475	\$ 475	
Mentors + (1) per diem	\$ 469	\$ 481	\$ 483	\$ 496
Middle School - Advisors (6 Clubs) - TBD subject to approval by Committee & appointment by principal	\$ 965	\$ 989	\$ 994	\$ 1,021
Mini-Course Instructors (per course)	\$ 787	\$ 807	\$ 811	\$ 833
Mock Trial	\$ 1,092	\$ 1,119	\$ 1,125	\$ 1,156
Model Congress	\$ 1,092	\$ 1,119	\$ 1,125	\$ 1,156
National Honor Society Advisor	\$ 1,252	\$ 1,283	\$ 1,290	\$ 1,325
Newspaper Advisor	\$ 2,205	\$ 2,260	\$ 2,271	\$ 2,334
PAW (Literary Magazine – 2 issues)	\$ 971	\$ 995	\$ 1,000	\$ 1,028
*Peer Education Advisor (S.A.D.D.)	\$ 1,191	\$ 1,221	\$ 1,227	\$ 1,261
Portuguese Club Advisor	\$ 1,191	\$ 1,221	\$ 1,227	\$ 1,261
SAT Prep - English Advisor - up to 20 hours	\$ 1,576	\$ 1,615	\$ 1,623	\$ 1,668
SAT Prep - Math Advisor - up to 20 hours	\$ 1,576	\$ 1,615	\$ 1,623	\$ 1,668
Senior Show Advisor	\$ 1,767	\$ 1,811	\$ 1,820	\$ 1,870
Senior Show - Assistant	\$ 1,324	\$ 1,357	\$ 1,364	\$ 1,401
Spanish Club Advisor	\$ 1,191	\$ 1,221	\$ 1,227	\$ 1,261
SPED Ext Yr Teachers/Clinicians (04/13/17)	\$ 36.00/hr	\$ 36.00/hr	\$ 36.00/hr	\$ 36.00/hr
Student Council Advisor - Elementary	\$ 965	\$ 989	\$ 994	\$ 1,021
Student Council Advisor - High School	\$ 2,205	\$ 2,260	\$ 2,271	\$ 2,334

Student Council Advisor - Middle School	\$ 2,205	\$ 2,260	\$ 2,271	\$ 2,334
Study Group Facilitator	\$ 73.92/hr	\$ 75.77/hr	\$ 76.15/hr	\$ 78.24/hr
*Summer Reading Lead Teacher (Enhanced)	\$ 610	\$ 625	\$ 628	\$ 646
*Summer Reading Teacher (Elem Enhanced)	\$ 2,192	\$ 2,247	\$ 2,258	\$ 2,320
*Summer School Teachers (High School)	\$ 1,890	\$ 1,937	\$ 1,947	\$ 2,000
Summer School Teachers (Reading/Math)	\$ 2,192	\$ 2,247	\$ 2,258	\$ 2,320
Webmaster - up to 150 hours	\$ 29.57/hr	\$ 30.31/hr	\$ 30.46/hr	\$ 31.30/hr
Yearbook Advisor	\$ 2,642	\$ 2,708	\$ 2,722	\$ 2,796

*Indicates Grant/Revolving Funds Only

1. All teachers serve on a voluntary basis.
2. If and when new positions are added, the salary applicable to said new positions shall be negotiable.
3. No person will be employed in any of the above positions at a salary different from the salary herein provided.
4. The above extracurricular salaries are the total amounts that will be paid from any sources to persons performing in said positions.
5. The stipend for summer programs will be paid in two installments.
6. The Ludlow High School Principal may use the money allocated for specific, contractual extracurricular groups (such as Mock Trial, etc....) that do not have current active membership, for other groups to be subject to approval by the Committee and Superintendent with appointment by Principal.

Elementary and Middle School

7. After school club advisors will be paid \$33 an hour for the 2015-2016 school year and all subsequent years will be paid according to the stipend stated in the contract. **(01/21/16)**
8. All advisors will be responsible to submit a time sheet (including prep work and time spent with club/students) to their principal before the end of the school year. **(01/21/16)**
9. Advisors will be paid for the time listed on their time sheet up to, but not exceeding the amount allowed for each said club. **(01/21/16)**

CODE OF ETHICS OF THE EDUCATION PROFESSION

Adopted by the NEA Representative Assembly, July, 1968

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards. The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

PREAMBLE

Principle I - Commitment to the Student

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

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II - Commitment to the Public

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

In fulfilling his obligation to the public, the educator -

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III - Commitment to the Profession

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

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations, not interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for purpose for which it is intended.

DURATION - Unit A

This Contract will be continue in full force and effect from September 1, 2019, to and including August 31, 2022. By mutual agreement of both parties, this Contract supersedes all previous contracts.

Except for the above, the collective bargaining agreement for Unit A employees which expires on August 31, 2019 will be continued unchanged.

IN WITNESS WHEREOF, the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

LUDLOW SCHOOL COMMITTEE:

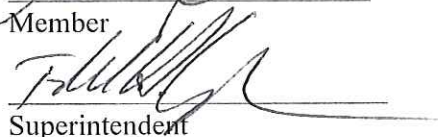

Chairperson


Vice Chairperson

Secretary

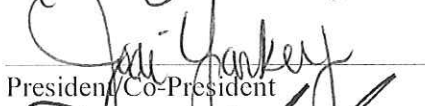

Member

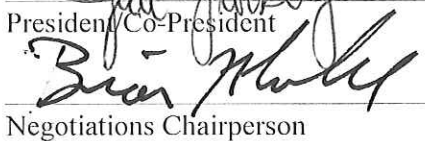
Member


Superintendent

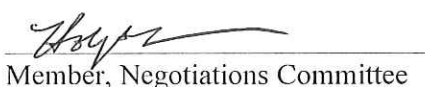
LUDLOW EDUCATION ASSOCIATION:


President/Co-President

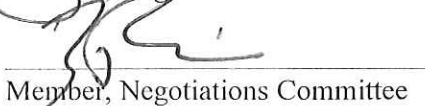

President/Co-President


Negotiations Chairperson


Member, Negotiations Committee


Member, Negotiations Committee


Member, Negotiations Committee


Member, Negotiations Committee

Member, Negotiations Committee

Member, Negotiations Committee

Signed this 17th day of Oct, 2019

Exhibit A

PERFORMANCE STANDARDS

and

EVALUATION PROCEDURES

for the

UNIT A PROFESSIONAL STAFF

of the

LUDLOW PUBLIC SCHOOLS

LUDLOW PUBLIC SCHOOLS MISSION STATEMENT

The mission of the Ludlow Public Schools is to provide a quality education for every student by working in partnership with parents and community to assist each student in realizing his/her full potential.

We believe that all students are capable of learning. In order to assist each child in achieving his or her highest potential, we strive to achieve the following:

1. Promote the development of self-esteem and respect for others.
2. Encourage students and staff to achieve high expectations.
3. Create educational experiences that are meaningful and challenging.
4. Foster critical thinking, reasoning, and problem solving in the educational environment.
5. Enhance the facilities and curriculum to meet the evolving needs of students, the community, and the world.
6. Develop lifelong learners in order to promote successful contributors to a dynamic society.

THE PURPOSE OF TEACHER EVALUATION

We have prepared this guide to assist teachers and administrators in their continuing efforts to improve instruction for our students.

Our values are clear. We believe that teaching and teachers are the heart of the educational process. We believe that teacher performance makes a difference in the achievement of students as well as students' sense of fulfillment and feeling of well-being. We believe that what teachers do and how they do it is important.

Teacher evaluation has two important functions: (1) summative and (2) formative. Both types are needed to promote school improvement and student achievement; however, each type has a specific focus. Summative evaluation focuses on accountability. Summative evaluations are used to provide data for personnel practices relating to renewal, promotion, assignment, and dismissal. Formative evaluation focuses on continual professional growth. Formative evaluations are used to provide opportunities for professional development reflection, and feedback in a professional, educational environment

Summative evaluation procedures are provided to do the following:

1. Provide a means of periodically assessing individual performance of a teacher over a period of time.
2. Provide information to detail staff members' current performance level, areas of improvement, and goals or suggestions that will lead to further improvement.
3. Identify exceptional educational practices and superior teaching performance.

Formative evaluation procedures are provided to do the following:

1. Promote continuous professional growth.
2. Assist the individual teacher in providing a high quality education for students and to enhance student achievement.
3. Promote continuous school and system-wide improvement.

The Ludlow Public Schools' evaluation model includes both summative and formative evaluations.

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1) **Purpose of Educator Evaluation**

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

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

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

wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, for an Educator with PTS in a new assignment, Educator and evaluator will come to an agreement upon the type of appropriate educator plan and duration given that change.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations

about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite. Unannounced observations may be in the form of partial (minimum 10 minutes) or full-period classroom visitations. Instructional Rounds, Walkthroughs, Learning Walks,

or any other means deemed useful by the Evaluator, principal, superintendent or other administrator by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) **Parties:** The parties to this agreement are the local school committee and the Ludlow Education Association (LEA) covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U) ***Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. Parties will proceed as per MOA signed – March 8, 2016.

- Y) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** Parties will proceed as per MOA signed March 8, 2016.

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) Unannounced observations of practice of any duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
 - v) A subcommittee consisting of the superintendent, selected principals, and LEA leaders will meet when new Indicators of Effective Teaching Practice (See Appendix A: Teacher Rubric) are selected. At this time, the suggested amount and types of artifacts and evidence that Evaluators and Educators are expected to collect will be determined. The superintendent or LEA leaders can request a meeting to update this list.

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

4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The Ludlow Public Schools have determined to use the rubrics provided by ESE in this evaluation instrument.

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

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

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

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within 20 school days of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

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

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within 20 school days 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 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. In limited cases where a logical team is not available, goals may be individual.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

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

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

- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

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

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial (minimum 10 Minutes) or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of any information that will assist the Evaluator in the assessment of performance

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

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D) By January 5, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.
- E) If requested by educator or evaluator a meeting may occur after the completion of the formative assessment report, but before February 15th, between the Educator and the Evaluator.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) By April 15th, 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) By June 1 of Year One of the two-year cycle, the Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home via certified mail by June 1.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- J) A copy of the signed final Formative Evaluation Report shall be signed by the superintendent and filed in the Educator's personnel file. The superintendent shall have the right to review all written materials used to complete the formative Evaluation Report. At the request of the Educator or the Evaluator, the superintendent will meet with the Educator, Evaluator, and a representative of the LEA at the same time to clarify the issues.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 22nd.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) By April 15, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 22nd.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 1st.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:

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

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

- A) The Developing Educator Plan is for all Educators without PTS, or for Educators with PTS in a new assignment with the agreement of both educator and evaluator.
- B) The Educator shall be evaluated at least annually.

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

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary.

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 22nd.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;

- iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 15*</i>
Evaluator completes Summative Evaluation Report	May 22
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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

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

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

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

Each teacher will administer student surveys on a yearly basis. Teachers will include the results of those student surveys as a piece of evidence for their formative and summative evaluations. Student survey data will not impact the overall teacher rating. It will merely be used to inform professional practice and stimulate dialog with their evaluator.

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties agree that 100% of more of Educators in the district will be evaluated under the new procedures commencing as of the start of the 2013 – 2014 school year. PTS educators will remain on the same cycle as they are in the current evaluation instrument. The building or supervisory administrators will work collaboratively with the LEA personnel under their supervisory authority to develop a plan for grouping and sub-grouping teams of educators. Said plan must be completed by June 1st of the preceding school year.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

- C) The superintendent shall ensure 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.
- D) 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.
- E) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Evaluation Tracking Sheet



Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Educator Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan

Plan Duration: 2-Year One-Year Less than a year _____

Evaluation Step	Date(s)	Educator Initials	Evaluator(s) Initials
Self-Assessment received by evaluator			
Educator Plan development completed			
<input type="checkbox"/> Formative Assessment conference, if any ¹			
<input type="checkbox"/> Formative Evaluation conference, if any ²			
<input type="checkbox"/> Formative Assessment Report completed			
<input type="checkbox"/> Formative Evaluation Report completed ³			
Educator response, if any, received by evaluator ⁴			
Summative Evaluation conference, if any			
Summative Evaluation Report completed			
Educator response, if any, received by evaluator			

¹ As per the Massachusetts Model System for Educator Evaluation Contract Language, evaluation conferences are required for ratings of Needs Improvement and Unsatisfactory but conferences may be requested by either the educator or evaluator for any Educator Plan. The conference may occur before or after the Report is completed; the sequence in the above table does not denote required chronological order.

² Formative Evaluation only occurs at the end of the first year of a two-year **Self-Directed Growth Plan**.

³ The educator's formative evaluation rating at the end of the first year of the two-year cycle shall be the same as the previous summative rating unless evidence demonstrates a significant change in performance. In such a case, the rating on the formative evaluation may change. Assigning ratings is optional during Formative Assessment.

⁴ An educator may provide written comments to the evaluator at any time using the Educator Response Form but 603 CMR 35.06 ensures that educators have an opportunity to respond to the Formative Assessment, Formative Evaluation, and Summative Evaluation in writing.

Self-Assessment Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Part 1: Analysis of Student Learning, Growth, and Achievement

Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.

603 CMR 35.06 (2)(a)1.

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Self-Assessment Form



Educator—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or Elements, or span multiple Indicators or Elements within or across Standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals.

603 CMR 35.06 (2)(a)2

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

* The evaluator's signature indicates that he or she has received a copy of the self-assessment form and the goal setting form with proposed goals. It does not denote approval of the goals.

Goal Setting Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Check all that apply¹: Proposed Goals Final Goals Date: _____

A minimum of one student learning goal and one professional practice goal are required. **Team goals must be considered** per 603 CMR 35.06(3)(b). Attach pages as needed for additional goals or revisions made to proposed goals during the development of the Educator Plan.

Student Learning SMART Goal <i>Check whether goal is individual or team; write team name if applicable.</i>	Professional Practice SMART Goal <i>Check whether goal is individual or team; write team name if applicable.</i>
<input type="checkbox"/> Individual <input type="checkbox"/> Team: _____ 	<input type="checkbox"/> Individual <input type="checkbox"/> Team: _____

SMART: S=Specific and Strategic; M=Measurable; A=Action Oriented;
R=Rigorous, Realistic, and Results-Focused; T=Timed and Tracked

¹ If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.

Educator Plan Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Educator Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan*

Plan Duration: 2-Year One-Year Less than a year _____

Start Date: _____ End Date: _____

Goal Setting Form with final goals is attached to the Educator Plan.
 Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice). Attach additional pages as necessary.

Student Learning Goal(s): Planned Activities <i>Describe actions the educator will take to attain the student learning goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District ¹	Timeline or Frequency

*Additional detail may be attached if needed

Educator Plan Form



Educator—Name/Title: _____

Professional Practice Goal(s): Planned Activities <i>Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District ¹	Timeline or Frequency

This Educator Plan is “designed to provide educators with feedback for improvement, professional growth, and leadership,” is “aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards,” and “is consistent with district and school goals.” (see 603 CMR 35.06 (3)(d) and 603 CMR 35.06(3)(f).)

Signature of Evaluator _____ Date _____

Signature of Educator _____ Date _____

* As the evaluator retains final authority over goals to be included in an educator’s plan (see 603 CMR 35.06(3)(c)), the signature of the educator indicates that he or she has received the Goal Setting Form with the “Final Goal” box checked, indicating the evaluator’s approval of the goals. The educator’s signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that “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.” (see 603 CMR 35.06(4))

¹ Must identify means for educator to receive feedback for improvement per 603 CMR 35.06(3)(d)

² If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.



Evaluator Record of Evidence Form

Educator—Name/Title: _____
 Primary Evaluator—Name/Title: _____
 Supervising Evaluator, if any—Name/Title/Role in evaluation: _____
 School(s): _____
 Academic Year: _____ Educator Plan and Duration: _____

Standards and Indicators for Effective Teaching Practice: Rubric Outline

as per 603 CMR 35.03

The evaluator should track collection to ensure that sufficient evidence has been gathered.

I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
<input type="checkbox"/> I-A. Curriculum and Planning <input type="checkbox"/> I-B. Assessment <input type="checkbox"/> I-C. Analysis	<input type="checkbox"/> II-A. Instruction <input type="checkbox"/> II-B. Learning Environment <input type="checkbox"/> II-C. Cultural Proficiency <input type="checkbox"/> II-D. Expectations	<input type="checkbox"/> III-A. Engagement <input type="checkbox"/> III-B. Collaboration <input type="checkbox"/> III-C. Communication	<input type="checkbox"/> IV-A. Reflection <input type="checkbox"/> IV-B. Professional Growth <input type="checkbox"/> IV-C. Collaboration <input type="checkbox"/> IV-D. Decision-making <input type="checkbox"/> IV-E. Shared Responsibility <input type="checkbox"/> IV-F. Professional Responsibilities

- The Rubric Outline is intended to be used for citing Standards and Indicators. Evaluators should review the full rubric for analysis of evidence and determination of ratings
- There is an understanding that the teacher will be meeting professional standards in all areas, however for Standards III and IV documentation is needed for only one indicator in each standard for the educator's 1st cycle.



Evaluator Record of Evidence Form

Educator: _____ Evaluator: _____

Date <i>(Record date of collection, duration if applicable)</i>	Source of Evidence* <i>(e.g., parent conference, observation)</i>	Standard(s)/ Indicator(s) <i>Note: Standard(s) and Indicator(s) to which evidence is tied</i>	Analysis of Evidence <i>Record notes "based on observations and artifacts of professional practice, including unannounced observations of practice of any duration," or other forms of evidence to support determining ratings of Standards as per 603 CMR 33.07</i>	Feedback Provided <i>Briefly record feedback given to educator (e.g., strengths recognized, suggestions for improvement)</i>
EX: 11/8/11	EX: unit plans, benchmark data	EX: I-B	EX: unit plans were appropriately modified after analysis of benchmark data to better reflect student performance at mid-point of semester	EX: recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping

*note if classroom observations are announced or unannounced

Educator Collection of Evidence Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Evidence pertains to (check all that apply)¹:

- Fulfillment of professional responsibilities and growth
- Evidence of outreach to and ongoing engagement with families
- Progress toward attaining student learning goal(s)
- Progress toward attaining professional practice goal(s)
- Other: _____

Summary of Evidence

*Summarize the evidence compiled to be presented to evaluator with a brief analysis.
Attach additional pages as needed.*

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

¹ Per 603 CMR 35.07(1)(c)1, "Evidence compiled and presented by the educator include[s]: 1. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or educator plans; contributions to the school community and professional culture; 2. Evidence of active outreach to and ongoing engagement with families." However, educator collection of evidence is not **limited** to these areas.

Formative Assessment Report Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Assessing¹:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)
Describe current level of progress and feedback for improvement. Attach additional pages as needed.

Blank area for describing current level of progress and feedback for improvement regarding student learning goals.

Progress Toward Professional Practice Goal(s)
Describe current level of progress. Attach additional pages as needed.

Blank area for describing current level of progress regarding professional practice goals.

¹ As per 603 CMR 35.02 and 603 CMR 35.06(5), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Formative Assessment Report Form



Educator—Name/Title: _____

Performance on Each Standard <i>Describe performance and feedback for improvement. Attach additional pages as needed.</i>
I: Curriculum, Planning, & Assessment
II: Teaching All Students
III: Family & Community Engagement
IV: Professional Culture

The educator shall have the opportunity to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c) on the Educator Response Form.

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.

Formative Evaluation Report Form



* For educators on two-year Self-Directed Growth Plans at the end of Year One of the cycle

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Assessing¹:

Progress toward attaining goals Performance on Standards Both

Progress Toward Student Learning Goal(s) <i>Attach additional pages as needed.</i>				
<input type="checkbox"/> Did not meet	<input type="checkbox"/> Some progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
<u>Rationale, evidence, and feedback for improvement:</u> 				
Progress Toward Professional Practice Goal(s) <i>Attach additional pages as needed.</i>				
<input type="checkbox"/> Did not meet	<input type="checkbox"/> Some progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
<u>Rationale, evidence, and feedback for improvement:</u> 				

¹ As per 603 CMR 35.02 and 603 CMR 35.06(5), formative evaluation shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Formative Evaluation Report Form



Educator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required

Rating on Each Standard				
I: Curriculum, Planning, & Assessment	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
Rationale, evidence, and feedback for improvement:				
II: Teaching All Students	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
Rationale, evidence, and feedback for improvement:				
III: Family/Community Engagement	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
Rationale, evidence, and feedback for improvement:				
IV: Professional Culture	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
Rationale, evidence, and feedback for improvement:				

Formative Evaluation Report Form



Educator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments required

Overall Performance Rating

- Unsatisfactory
- Needs Improvement
- Proficient
- Exemplary

Rationale, evidence, and feedback for improvement:

Large empty rectangular box for providing rationale, evidence, and feedback for improvement.

Plan Moving Forward

- Self-Directed Growth Plan
- Directed Growth Plan
- Improvement Plan
- Developing Educator Plan

The educator shall have the opportunity to respond in writing to the formative evaluation as per 603 CMR 35.06(5)(c) on the Educator Response Form.

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.

Summative Evaluation Report Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Current Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Summative Evaluation Report Form



Educator—Name/Title: _____

Rating on Each Standard

I: Curriculum, Planning, & Assessment Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Summative Evaluation Report Form



Educator—Name/Title: _____

Overall Performance Rating

- Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Large empty rectangular box for providing rationale, evidence, and feedback for improvement.

Plan Moving Forward

- Self-Directed Growth Plan Directed Growth Plan Improvement Plan Developing Educator Plan Not Recommended for Rehire

The educator shall have the opportunity to respond in writing to the summative evaluation as per 603 CMR 35.06(6) on the Educator Response Form.

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.

Educator Response Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Response to: (check all that apply)

- Educator Plan, including goals and activities
- Evaluator collection and/or analysis of evidence
- Formative Assessment or Evaluation Report
- Summative Evaluation Report
- Other: _____

Educator Response <i>Attach additional pages as needed</i>	

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included



Guide to Teacher Rubric



Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> 1. Subject Matter Knowledge 2. Child and Adolescent Development 3. Rigorous Standards-Based Unit Design 4. Well-Structured Lessons 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs 	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> 1. Parent/Family Engagement 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> 1. Reflective Practice 2. Goal Setting
<p>B. Assessment Indicator</p> <ol style="list-style-type: none"> 1. Variety of Assessment Methods 2. Adjustments to Practice 	<p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation 	<p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Learning Expectations 2. Curriculum Support 	<p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> 1. Professional Learning and Growth
<p>C. Analysis Indicator</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students 	<p>C. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> 1. Respects Differences 2. Maintains Respectful Environment 	<p>C. Communication Indicator</p> <ol style="list-style-type: none"> 1. Two-Way Communication 2. Culturally Proficient communication 	<p>C. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Professional Collaboration
	<p>D. Expectations Indicator</p> <ol style="list-style-type: none"> 1. Clear Expectations 2. High Expectations 3. Access to Knowledge 		<p>D. Decision-Making Indicator</p> <ol style="list-style-type: none"> 1. Decision-making
			<p>E. Shared Responsibility Indicator</p> <ol style="list-style-type: none"> 1. Shared Responsibility
			<p>F. Professional Responsibilities Indicator</p> <ol style="list-style-type: none"> 1. Judgment 2. Reliability and Responsibility

How to reference parts of the rubric:

Indicator terminology: under the "Teaching All Students" Standard (II), the "Instruction Indicator" (A) can be referred to as *Indicator II-A*

Element terminology: under the *Instruction Indicator (A)*, the *Student Engagement Element (2)* can be referred to as *Element II-A-2*



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Standard I: Curriculum, Planning, and Assessment. *The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

Indicator I-A. Curriculum and Planning. *Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.*

I-A Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students this age or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students this age but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward meeting stated outcomes. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric



I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Rigorous Standards-Based Unit Design	Plans individual lessons rather than units of instruction, or designs units of instruction that are not aligned with state standards/local curricula, lack measurable outcomes, and/or include tasks that mostly rely on lower level thinking skills.	Designs units of instruction that address some knowledge and skills defined in state standards/local curricula, but some student outcomes are poorly defined and/or tasks rarely require higher-order thinking skills.	Designs units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn the knowledge and skills defined in state standards/local curricula.	Designs integrated units of instruction with measurable, accessible outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	Designs and administers a variety of informal and formal methods and assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards.	Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator I-C: Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.				
I-C Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Individually and with colleagues, draws appropriate conclusions from a thorough analysis of a wide range of assessment data to improve student learning.	Individually and with colleagues, draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data that improve short- and long-term instructional decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning. Is able to model this element.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback on student performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback about performance beyond grades but rarely shares strategies for students to improve their performance toward objectives.	Based on assessment results, provides descriptive feedback and engages students and families in constructive conversation that focuses on how students can improve their performance.	Establishes early, constructive feedback loops with students and families that create a dialogue about performance, progress, and improvement. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Standard II: Teaching All Students. *The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.*

Indicator II-A. *Instruction: Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.*

II-A Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May state high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently defines high expectations for quality work and effort and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants.	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.	Consistently uses instructional practices that typically motivate and engage most students both during the lesson and during independent work and home work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate practices, including tiered instruction and scaffolds, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices to create structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric



Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take academic risks.	Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take academic risks; and challenge themselves to learn.	Consistently supports students to identify strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Models these skills for colleagues.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator I-C. Cultural Proficiency. Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.

I-C Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p>II-C-1. Respects Differences</p>	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this practice.
<p>II-C-2. Maintains Respectful Environment</p>	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this practice.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator II-D. Expectations: Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

II-D Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific academic and behavior expectations clear to students.	May announce and post classroom academic and behavior rules and consequences, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot master challenging material.	May tell students that the subject or assignment is challenging and that they need to work hard but does little to counteract student misconceptions about innate ability.	Effectively models and reinforces ways that students can master challenging material through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently master challenging material through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Standard III: Family and Community Engagement. *The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.*

Indicator III-A: Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of strategies to support every family to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.
Indicator III-B: Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	Consistently provides parents with clear, user-friendly expectations for student learning and behavior.	Successfully conveys to most parents student learning and behavior expectations. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric



III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Curriculum Support	Rarely, if ever, communicates with parents on ways to support children at home or at school.	Sends home occasional suggestions on how parents can support children at home or at school.	Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through report cards; rarely solicits or responds promptly and carefully to communications from families.	Relies primarily on newsletters and other one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student performance and learning and responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student performance and learning. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Standard IV: Professional Culture. *The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.*

Indicator IV-A. Reflection: *Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.*

IV-A Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric



Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.				
IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction and leadership. Is able to model this element.
Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.	Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.				
IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.
Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator IV-F: Professional Responsibilities, is ethical and reliable, and meets routine responsibilities consistently.				
IV-F Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

Memorandum Of Understanding

The undersigned, being parties to a collective bargaining agreement for Unit A employees which expires on August 31, 2006, agree as follows:

1. The Virtual High School Site Coordinator ("VHS Coordinator") will be paid \$1,350.00 for the 2004-2005 school year. The salary for the 2005-2006 school year and all subsequent school years will be negotiated between the parties.
2. The VHS Coordinator will have the use of a laptop computer (maintained by the Lower Pioneer Valley Educational Collaborative) for the 2004-2005 school year only, receive 20 hours of training, and not be assigned any duties.
3. If the VHS Coordinator is also a Special Subject (aka District), Middle School, or Elementary School Curriculum and Instructional Leader, he/she will teach four (4) classes, have two (2) preparation periods, and have no assigned duties. If the VHS Coordinator is also a Curriculum and Instructional Leader at the High School level, he/she will teach three (3) classes, have three (3) preparation periods, and have no assigned duties. If the VHS Coordinator is not a Curriculum and Instructional Leader, he/she will teach five (5) classes, have one (1) preparation period, and have no assigned duties.

Signed this 26 day of October, 2004

Ludlow Education Association

Ludlow School Committee

By Maureen Lottis
Its President

By [Signature]
Its Chairperson



Memo

To: Maureen F. Coti, President
Ludlow Education Association

From: John J. Welch, Ed.D.
Superintendent

Date: February 27, 2002

The purpose of this memorandum is to clarify the authority that is vested in Principals and the Administrator of Special Education pursuant to Massachusetts General Law.

It is clear from a review of MGL Chapter 71, Section 59B that Principals employed under this section are the managers of their schools with the statutory authority (consistent with school committee policy, budgetary limitations and subject to the approval of the Superintendent) to hire all teachers, athletic coaches, instructional or administrative aides, and other personnel assigned to the school and for terminating all such personnel, subject to the Superintendent's review and prior approval.

The authority and responsibility to manage all education programs and services, including special education, is further defined in the Regulations (January 2001) promulgated by the Massachusetts Board of Education pursuant to the requirements of MGL Chapter 71B of the Massachusetts Comprehensive Special Education Act. In relevant part, those regulations require that the Principal with the assistance of the Administrator of Special Education shall coordinate the delivery and supervision of special education services within each school; provided, however, that the Administrator shall supervise all special education for the school district and shall ensure compliance with all Federal and State special education laws.

Although it is apparent that all school personnel are expected to take direction from the Principal with respect to the delivery of educational services, including special education services, it is equally clear that the regulations governing the implementation of MGL Chapter 71B envision a collaborative relationship between the Principal and Administrator of Special Education. Ideally, both parties are in agreement about the manner in which special education services are delivered thus avoiding the confusion that some personnel may experience in responding to two different administrators with varying expectations. In the final analysis, however, it is the Principal who directs all personnel, including special education personnel, in the performance of their work unless, of course, such direction is at variance with the requirements of Federal and State special education laws. In those instances, I would expect all parties to defer to the expertise and direction of the Administrator of Special Education.

JJW/gec

C: Principals
Administrator of Student Support Services

Exhibit C

DEPARTMENT CHAIRS

QUALIFICATIONS

1. Valid teaching certification
2. Master's degree and coursework in curriculum development preferred
3. Minimum of three (3) years successful teaching experiences
4. Such alternatives relative to the above qualifications to the mutual agreement of the School Committee and the L.E.A.

REPORTS TO: Building Administrator and/or Superintendent (or designee)

DURATION: Three (3) year appointment; may reapply at end of term

SALARY: Per salary schedule

TIME: *Three Days (with per diem salary) – 2 before the start of the school year and one after the school year ends for the purpose of carrying out responsibilities, ex. Classroom visits, reports, budget, etc.

*(Elementary and MS only) Four days during the school year (subs will be hired) to carry out responsibilities, ex. Classroom visits, reports, budget, etc.

*Duty free wherever possible; ex. No studies, no bus duty

*(HS only) Assigned one teaching period less than full teaching load

RESPONSIBILITIES

EFFECTIVE CURRICULUM & INSTRUCTIONAL LEADERSHIP

1. Provides leadership and assists building/district administrators with the implementation of the Massachusetts Curriculum Frameworks, the Common Core of Learning, and the district curriculum – at the specified department/grade level – (a) to ensure consistency of the core curriculum and (b) to improve the instructional program.
2. Plans, schedules, and conducts monthly department/grade level meetings. Submits monthly agenda and minutes to appropriate administrators.
3. Communicates and cooperates with curriculum leaders at all levels to ensure development and implementation of an articulated, coordinated program for curriculum, instruction, and assessment. Attends and participates in bimonthly meetings for all Department Chairs with building level and district administrators.
4. Takes the initiative and responsibility to continuously improve and revise department/grade level curriculum and instruction. Participate actively with committees organized to improve curriculum & instruction.

5. Interacts with consultants and sales representatives in the selection of curricular and instructional books, supplies, and equipment of the department/grade level.
6. Attends School Committee meetings on an as needed basis.

EFFECTIVE ORGANIZATIONAL LEADERSHIP

1. Acts as a liaison, a communication link, between the school administration – building and district level – and the members of the department or grade level.
2. Provides input, after consulting with department/grade level staff, on the budget for the assigned department/grade level.
3. Provides input to the building principal and participates in the recruitment, screening, hiring, and assignment of new teachers.
4. Provides input to the building principal, when requested, after consultation with department/grade level staff, in the assignment of teaching personnel, the scheduling of classes & student placement.
5. Maintains an up-to-date inventory of the department/grade level’s supply, textbook, and equipment needs.
6. Provides input, when requested, in the development, implementation, continuance, and revision of departmental, building, and district policy.
7. Prepares departmental reports and records as needed by the administration.
8. Assists new teachers in adjusting to their position as needed. Ensure that they have necessary instructional materials, etc.
9. Provides input to the building principal, when requested, in the screening and assignment of student teachers.
10. (HS only) Provides input to the principal in the supervision and evaluation of department teachers.
11. a. (HS & MS only) Assists substitute teachers within the department.
11. b. (Elementary only) Keeps abreast of the issue pertaining to curriculum instruction, and assessment that are raised during common planning time for the appropriate grade level at each school. Keeps the three elementary principals informed about those issues as necessary.

EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION

1. Provides input, when requested, in planning and administering assessment procedures (district and DESE) to evaluate student progress and to check the effectiveness of the instructional program. Submits an annual written report of assessment finding and department/grade level response including an action plan for improvement.
2. Prepares, with input from department/grade level staff, recommendations for changes or adjustments in the curriculum to improve student achievement.
3. Seeks out and/or assists in identifying and utilizing community resources for the enrichment of curriculum and instruction.
4. Submits to the building principal and to the Central Office a written end-of-the-year report of the work and progress of the department/grade level, together with suggestions for changes or improvements.

5. Visits classrooms (department or grade level) at least once a year and consults with teachers regarding curriculum and instructional issues to ensure continuity of programs.

CURRENCY IN THE CURRICULUM

1. Keeps current in assigned curricular area, reads professional publications, and disseminates information about new developments to the teachers in the department.
2. Encourages department/grade level teachers to participate in professional organizations and professional development opportunities to ensure in the department/grade level.

OTHER

1. Selects students, with input from department/grade level teachers, for special honors, awards, etc. as needed.
2. (HS only) Provides input to the principal in the supervision of department teachers.
3. Performs such related tasks and assumes other such responsibilities in consultation with department chairs and the administration, but ultimate discretion lies with building administration

NOTE: All agendas, minutes, and reports must be submitted to the building principal and to the Central Office.

Memorandum Of Understanding

The undersigned, being parties to a collective bargaining agreement for Unit A employees which expires on August 31, 2006, agree as follows:

1. The Virtual High School Site Coordinator ("VHS Coordinator") will be paid \$1,350.00 for the 2004-2005 school year. The salary for the 2005-2006 school year and all subsequent school years will be negotiated between the parties.
2. The VHS Coordinator will have the use of a laptop computer (maintained by the Lower Pioneer Valley Educational Collaborative) for the 2004-2005 school year only, receive 20 hours of training, and not be assigned any duties.
3. If the VHS Coordinator is also a Special Subject (aka District), Middle School, or Elementary School Curriculum and Instructional Leader, he/she will teach four (4) classes, have two (2) preparation periods, and have no assigned duties. If the VHS Coordinator is also a Curriculum and Instructional Leader at the High School level, he/she will teach three (3) classes, have three (3) preparation periods, and have no assigned duties. If the VHS Coordinator is not a Curriculum and Instructional Leader, he/she will teach five (5) classes, have one (1) preparation period, and have no assigned duties.

Signed this 26 day of October, 2004

Ludlow Education Association

By Maurice F. Lott
Its President

Ludlow School Committee

By [Signature]
Its Chairperson

MEMORANDUM OF AGREEMENT

Peer Coaching

The undersigned, being parties to a Unit A collective bargaining agreement, effective September 1, 2006, and expiring on August 31, 2009, hereby agree as follows:

The parties agree to establish Peer Coaching, system-wide, upon ratification by the Unit A membership and the School Committee.

Teachers with Professional Teacher Status may request to substitute a Peer Coaching process for their negotiated evaluation in a given year, but not in consecutive evaluation cycles, by using the following process:

1. By October 1st, a Teacher must make a request, in writing, of the Principal to use this Process; he/she and his/her Peer Coaching Partner, must have had at least fifteen (15) hours of training in peer coaching or similar training acceptable to the Superintendent and LEA Executive Committee, prior to making the request.
2. The request is subject to the approval of the Principal. If the Principal denies a request, he/she must provide a reason, in writing, to the Teacher(s).
3. By November 1st, the Principal shall inform the Superintendent, who shall inform the President of the LEA, of which teachers are using the Peer Coaching Process as an alternative to the negotiated evaluation for that year.
4. The conversations and interactions between and among the Teachers using the Peer Coaching Process will be confidential to them alone.
5. Each Teacher using the Peer Coaching Process must submit a report on the value of the process to the Principal by June 1. The Principal will send a copy of all reports to the Superintendent, who will forward copies to the LEA President.
6. Each fall the Superintendent will survey all Teachers regarding their interest in receiving training in the Peer Coaching Process and will offer such training, at no cost to the Teachers, if a minimum of ten (10) Teachers request such training.

By entering into this Memorandum of Agreement, neither party waives any right to maintain that the subject matter is or is not a mandatory subject of bargaining.

Signed this 13 day of March 2008.

FOR THE LUDLOW SCHOOL COMMITTEE:

FOR THE LUDLOW EDUCATION ASSOCIATION

By: Theresa M. Kane
Theresa M. Kane, Its Superintendent

By: Maureen Cotti
Maureen Cotti, Its President

Memorandum Attachment 1

Sections 3. And 4. Of Memorandum of Agreement dated June 10, 1997, between the parties resolving arbitration award AAA 11 39002314 95

3. Effective for the 1997-1998 school year, notwithstanding Article II,
Section F:

- a. Teachers will no longer be required to perform the following duties:

At the Elementary level:

A.M. Bus Duty

A.M. Recess Duty

Lunch Recess Duty

Note: P.M. Bus duty to be assigned to all staff members on a rotating basis

At the Middle School level:

Bus Duty A.M. and P.M.

Internal Suspension Duty

Office Desk Duty

Lunch Duty (inside/outside)

Home Room Period

Office Detention

At the High School Level:

Parking lot Duty

Home Room Period

Corridor Duty

Lavatory Duty

Office Detention

Office Desk Duty

Internal Suspension Duty

Lunch Duty

- b. Study Hall Duty will be shared equitably among staff on the secondary level, with the exception of coordinators.
 - c. Teachers will not be called upon to perform lunch/recess duty except in an emergency.
 - d. If for any reason the provisions adopted in 3. a., b., and c. hereinabove require modification by state or federal law or regulation, the parties will be bound by the language of Article II, Section F., in pertinent part, in effect immediately prior to this Memorandum of Understanding.
4. Teachers will be required to participate in common planning time during the regular work day in the following minimum amounts:
- *Elementary teachers 18 hours per year.
 - *High school teachers 20 hours per year.
 - *Middle school teachers 20 hours per year
- a. Common Planning Time (“CPT”) is part of the teaching assignment and participation is mandatory. The term “common planning” includes time spent by teachers in groups by department, grade, or individual or interdisciplinary subject areas for the purpose of improving student learning through continuous improvements in curriculum, instruction, and assessment for possible implementation in all or part of the school system. CPT is in addition to individual preparation and unassigned periods and department and grade level meetings presently in effect which shall continue.
- 1. Teachers in conjunction with the Administration will determine how the CPT will be used, provided that each CPT session is for a minimum of 30 minutes. In the event of a disagreement, the final determination will be made by the Superintendent.
 - 2. At all levels, time may be available during the work day for additional CPT.
 - 3. The Middle School and the High School will have four minutes worked into the daily passing time.

MEMORANDUM OF AGREEMENT

Ludlow Education Association Unit A-Teachers And Ludlow School Committee

This Memorandum of Agreement between the Ludlow Education Association and the Ludlow School Committee is entered into on the 16th day of April, 2014.

The undersigned, being parties to a collective bargaining agreement for Unit A employees which expires August 31, 2015, agree to the following language for the implementation of District Determined Measures, as required by the Massachusetts Department of Elementary and Secondary Education regulations:

1. DISTRICT DETERMINED MEASURES

Each educator working in conjunction with their supervisory administrator and grade level or content area counterparts shall develop a metric, assessment or assessments to be used as their District Determined Measure of student learning, growth or achievement. In subjects where there is a statewide growth measure (such as MCAS or ACCESS), that assessment must be utilized as one of the educator's DDM's.

2. ATTRIBUTION PROTOCOL

A district is required to use median SGP as one measure to determine a teacher's Student Impact Rating for all teachers who teach 20 or more students for which SGP in the teachers' content areas (ELA or math), are available. All teachers who teach less than 20 students for which SGP in the teachers' content areas (ELA or math) are available, a determination of whether to utilize SGP will be made by each educator working in partnership with their supervisory administrator and grade level or content area counterparts.

Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM. For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth. For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth. DDM results from students who are not present for instruction or education services for at least 90 percent of the allotted instructional or service time shall not be used in the determination of an educator's impact on student growth.

3. IMPLEMENTATION SCHEDULE

Use of District Determined Measures will commence with the start of the 2014-2015 school year. By October 1 of any given school year, each teacher will have identified which two District Determined Measures they will utilize as part of their evaluation.

4. METHODOLOGY FOR DETERMINING STUDENT GROWTH

Each educator working in conjunction with their supervisory administrator and grade level or content area counterparts will determine fair, efficient and accurate methods for scoring students' work. DDMs can be scored by the educator themselves, groups of teachers within the district, external raters, or commercial vendors. Educators should be guided by their professional understanding of high, moderate, and low growth. There is no fixed number of points that represents each category of growth that will work for all DDMs. Districts should be guided by the professional judgment of educators. The guiding definition of low growth is that it is less than a year's worth of growth relative to academic peers, while high growth is more than a year's worth of growth. If the course meets for less than a year, growth should be determined with respect to the actual length of the course. There will be no set percentage for numbers or percentage of students in each category (Low, Moderate, High).

5. METHODOLOGY FOR CONVERTING STUDENT GROWTH SCORES TO STUDENT IMPACT RATINGS

The evaluator shall use his/her professional judgment to determine whether an educator is having a high, moderate, or low impact on student learning. The evaluator will consider the designations of impact (high, moderate, or low) from at least two measures (a statewide growth measure must be used as one measure, where available) in each of the previous four years and will apply professional judgment to those designations in order to establish trends and patterns in student learning, growth, and achievement, before determining the educator's Student Impact Rating. The evaluator's professional judgment will include, but is not limited to, consideration of the educator's student population and specific learning context.

A rating of high indicates that the educator's students demonstrated significantly higher than one year's growth relative to academic peers in the grade or subject. A rating of moderate indicates that the educator's students demonstrated one year's growth relative to academic peers in the grade or subject.

A rating of low indicates that the educator's students demonstrated significantly lower than one year's student learning growth relative to academic peers in the grade or subject. The evaluator shall meet with the educator rated low to discuss the Student Impact Rating. The evaluator may meet with the educator rated moderate or high to discuss the Student Impact Rating, if either the educator or the evaluator requests such a meeting.

6. USE OF SCORES, RATINGS AND DATA

Results from student learning measures should be considered in the educator's Self-Assessment and design of the Educator Plan. Student learning measures can also be utilized to develop professional practice goals and student learning goals. Such results including, but not limited to, those from District Determined Measures, ACCESS, SGP and from an educator's Impact on Student Learning rating shall not be used, in whole or in part, in an educator's Summative Evaluation to lower the performance rating on any of the four professional standards or on the overall performance rating. Said results will be used to determine whether a teacher is on a one (1) or two (2) year self-directed growth plan.

A Summative Evaluation is comprised of the educator's rating for each of the four professional standards and the educator's progress with respect to professional practice and student learning goals. An educator's professional practice goals and student learning goals shall describe the practices that a teacher will engage in that are specifically designed and selected to improve professional practice and student learning. An educator's professional practice goals and student learning goals shall not be expressed in numerical terms or in the terms of any test score or growth score including, but not limited to, scores resulting from District Determined Measures, MEPA, ACCESS, MCAS, SGP, and from the Impact on Student Learning rating.

7. TRAINING

The District will work with the LEA to identify and provide the training and/or professional development necessary for effective implementation of DDMs.

Signed this _____ day of June, 2014

Ludlow Education Association

Ludlow School Committee

Brian Bylicki, President

Michael Kelliher, Chairman

MEMORANDUM OF AGREEMENT

Ludlow Education Association

Unit A Teachers

And

Ludlow School Committee

The Ludlow Public School District (hereinafter referred to as "District") and the Ludlow Teachers' Association (hereinafter referred to as "Association") hereby agree to the following terms, conditions, and understandings related to "Blizzard Bag Days":

1. The District and Association are parties to a collective bargaining agreement covering the time period September 1, 2015 through August 31, 2018.
2. The District has implemented a "Blizzard Bag" process to enable student work to be completed during school cancellations so that these days can be counted towards the mandated 180 days of student attendance.
3. "Blizzard Bag Days" are paid working days for teachers as a result of the preparation, supervision, instruction, and evaluation involved.
4. The following guidelines for teachers are agreed to by the District and the LEA regarding the use of 'Blizzard Days':
 - a. There will be a maximum of 5 'blizzard bag' days approved in any given school year.
 - b. The superintendent or his/her designee will designate which cancelled days will be considered 'blizzard bag' days and typically, if there are multiple, sequential cancelled days, only the first day will be considered a 'blizzard bag' day.
 - c. As this may result in cancelled days not being blizzard bag days, staff should plan on the potential of the school year being extended due to canceled days.
 - d. The student assignments for these days should meet or exceed the DESE standard for structured learning time.
 - e. The assignment may be a series of one-time assignments to be handed in and graded as complete within the assigned timeframe or if a particular Blizzard Bag day's assignment is part of a long term assignment (i.e. one that covers all five potential Blizzard Bag days) there needs to be a graded component of that particular day's work.
 - f. While the long-term goal is to have all assignments online, the current expectation is that not all students have broadband access so that assignments must also be available that don't require internet access.
 - g. The expectation is that students should not have to print out assignment information at home.
 - h. Substituting the posted HW assignment for a blizzard bag assignment is not acceptable (see building principals for any exceptions to this)
 - i. Reading is acceptable as part of an assignment but there needs to be a graded product/component associated with the reading.
 - j. Students may need assistance, time, or internet access at school for some assignments, these are not to replace a school day lesson (the time for this would be a Directed Study, after school, etc.)
 - k. Because notification of a blizzard bag day may be last minute, protocols around accessing assignments should be set with classes ahead of time and any printed copies of assignments should be given to students in advance. The district must be able to make a blizzard bag day announcement/all-call at any point to set things in motion.
 - l. Teachers must communicate the assignment for the "blizzard bag" day within a reasonable amount of time relative to the start of the respective school day.

- m. The School Committee-approved proposal set the standard due date for Blizzard Bag assignments at 5 school days after the return to school, unless otherwise dictated by an IEP or 504. Possible exceptions may include:
 - i. Cases in which weather, teacher absence, or student absence affects student access for some unforeseen reason. In these cases, due dates should be adjusted accordingly (building principals should be notified if this occurs).
 - n. Students who do not complete a Blizzard Bag assignment should be:
 - i. Given a zero for that assignment (please date the assignment for the date of the Blizzard Bag day; it may also help to make this part of the assignment description).
 - ii. Marked absent for that day. Please submit this day's attendance once the due date has been reached. If you change this for any reason at a later date you must notify the office so that we can correct the official attendance records.
 - iii. Student assignments will be graded upon their completion and the successful completion of the assignment will then credit that student with attendance for the cancelled school day. Failure of students to complete the work in the allotted time period will earn both a zero for the assignment and an absence for that cancelled day. These absences will count towards the maximum number of absences students may have before they lose credit for their class.
 - o. There is an expectation that teachers will check their school email a minimum a three times during the cancelled day (once at in the early morning, once in the late morning and once before the end of the regularly scheduled school day) to answer questions or clarify assignments for students. Teachers may also substitute other forms of electronic communications if they are using them in their classes (i.e., communicating through Google Classroom).
 - p. Building principals will collect information from staff related to the percentage of blizzard bag assignments completed, may review student assignments to determine the degree to which they meet the standard for structured learning time, and may survey staff regarding the blizzard bag process.
5. This Agreement will take effect when signed and will be reviewed at the end of each school year in which Blizzard Bags are implemented.
6. This Agreement represents the entire agreement of the parties, and there are no other understandings, either verbal or written, between the parties to this Agreement.

Ludlow Education Association

Nancy Raymond + Jodi Young
LEA President

Ludlow School Committee

[Signature]
Superintendent

[Signature]
Chairman
Ludlow School Committee

Date Signed: 1/12/18