

CONTRACT
BETWEEN
THE SCHOOL COMMITTEE
OF THE
CITY OF MELROSE
AND THE
MELROSE EDUCATION ASSOCIATION

EFFECTIVE SEPTEMBER 1, 2016

EXPIRING AUGUST 31, 2019

TABLE OF CONTENTS

	<u>Page</u>
Article I	Preamble_____ 4
Article II	Recognition_____ 5
Article III	Dues Deduction_____ 5
Article IV	Rights of the School Committee_____ 6
Article V	Grievances_____ 6
Article VI	Arbitration_____ 9
Article VII	No Strike Pledge_____ 10
Article VIII	Professional Consultation_____ 11
Article IX	Teaching Hours and Teaching Load_____ 12
Article X	Teacher Employment_____ 22
Article XI	School Calendar_____ 27
Article XII	Teacher Evaluation_____ 27
Article XIII	Substitute Teachers_____ 29
Article XIV	Class Size_____ 29
Article XV	Non-Teaching Duties_____ 29
Article XVI	Personal Injury Benefits-Insurance_____ 30
Article XVII	Teacher Assignment_____ 31
Article XVIII	Vacancies and Promotions_____ 32
Article XIX	Professional Development and Educational Improvement_____ 33
Article XX	Transfers_____ 37
Article XXI	Personal Leave_____ 37
Article XXII	Conference Leave_____ 38
Article XXIII	Infectious Disease Leave_____ 38
Article XXIV	Temporary Military Reserve Leave_____ 38
Article XXV	Sick Leave_____ 38
Article XXVI	Sick Leave Bank_____ 41
Article XXVII	Association Leave_____ 43
Article XXVIII	Action Corps Leave_____ 43
Article XXIX	Military Leave_____ 44
Article XXX	Maternity, Parental, Adoptive and Child Rearing Leave_____ 44
Article XXXI	Family Illness Leave_____ 46

		<u>Page</u>
Article XXXII	Public Office Leave_____	46
Article XXXIII	Extended Illness Leave_____	46
Article XXXIV	Bereavement Leave_____	47
Article XXXV	Religious Holiday Leave_____	47
Article XXXVI	Other Leaves_____	47
Article XXXVII	Sabbatical Leave_____	49
Article XXXVIII	Return From Leave_____	50
Article XXXIX	Salaries_____	50
Article XL	Extracurricular Activities_____	58
Article XLI	Duration_____	59
Appendix A	Salary Schedules_____	61
Appendix B	Schedule of Compensation for Extracurricular and Athletic Activities_____	62
Appendix C	Evaluations_____	69

MELROSE PUBLIC SCHOOLS
MELROSE, MASSACHUSETTS

CONTRACT

Pursuant to the provisions of Chapter 150E of the Massachusetts General Law, THIS CONTRACT IS MADE THIS 1st day of September, 2016, by the SCHOOL COMMITTEE OF THE CITY OF MELROSE, hereinafter sometimes referred to as the School Committee and the MELROSE EDUCATION ASSOCIATION, hereinafter sometimes referred to as the Association.

ARTICLE I
PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Melrose and that good morale within the teaching staff of the Melrose Public Schools is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

- A. Under the laws of Massachusetts, the School Committee, elected by the citizens of Melrose, has final responsibility for establishing the educational policies of the public schools of Melrose;
- B. The Superintendent of Schools of Melrose (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- C. The teaching staff of the public schools of Melrose has responsibility for providing in the classrooms of the schools, education of the highest possible quality;
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the School Committee, and the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II RECOGNITION

Section 1: For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the School Committee recognizes the Association as the exclusive bargaining agent and representative of the following professional personnel:

Unit A: All classroom teachers, librarians, guidance counselors, school psychologists, adjustment counselors, special subject teachers, academic facilitators, instructional coaches, physical and occupational therapists and speech and language pathologists.

Section 2: It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the City of Melrose, provide for orderly professional negotiations between the School Committee and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.

Section 3: This contract is a complete contract between parties covering all subjects of bargaining for the term hereof. Except as specified in the Duration article, the School Committee shall not be under an obligation to negotiate with the Association any modifications or additions to this contract which are to become effective during the term hereof. In the event that the agreements are mutually reached on a voluntary basis, between the School Committee and the Association, they will be reduced to writing, will be signed by the School Committee and the Association and will become an addendum to this contract.

Section 4: The Association agrees to the condition of employment covered by School Committee policy as the same may be amended from time to time by the Superintendent or the School Committee; provided, however, in the event there is any conflict with specific terms of this contract, then this contract shall control.

ARTICLE III DUES DEDUCTION

Section 1: The School Committee hereby accepts the provisions of Massachusetts General Laws Chapter 180, Section 17C and, in accordance therewith, shall

certify to the Treasurer of the City of Melrose all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this contract.

ARTICLE IV RIGHTS OF THE SCHOOL COMMITTEE

- Section 1: The School Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of Melrose, charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Melrose school system, it is acknowledged that the School Committee has a final responsibility of establishing the educational policies of the public schools in Melrose.
- Section 2: Nothing in this contract shall be deemed to derogate or impair the powers, rights or duties conferred upon the School Committee, the Superintendent and principals by the statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth.
- Section 3: As to every matter expressly not covered by this contract, and except as expressly or directly modified by a specific provision of this contract, the School Committee, the Superintendent and the principals retain exclusively to themselves all rights and powers that they have or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of a grievance or arbitration.

ARTICLE V GRIEVANCES

- Section 1: Definition: For the purpose of this contract a grievance shall be defined as: Any complaint by an individual or group of bargaining unit members that is based upon an event or condition that involves the interpretation, meaning or application of any of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement.
- Section 2: The purpose of this procedure is to secure at the lowest possible administrative level, prompt and equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of persons covered by this contract. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3: Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this contract and that the Association has been given the opportunity to be present at such adjustment above Level One and to state its views. If the teacher so chooses, a representative of the Association may be present at Level One. The School Committee retains the right to have counsel at Level One meetings whenever an Association representative is present.

Section 4: No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Committee of the City of Melrose for any teacher involved in presenting such grievance.

- Section 5:
- A. As the parties hereto recognize, time is of the essence that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior agreement. At Level One the parties may agree orally to a reasonable extension of time limits.
 - B. A grievance involving interpretation or application of this Agreement which arose out of acts which occurred prior to the expiration of the predecessor Agreement may be submitted at Level One of this Agreement within the time limits provided.
 - C. It is understood that any grievances pending at the conclusion of the contract remain operative in the subsequent contract period unless settled in negotiations.

Section 6: If at the end of ten (10) school days next following either the occurrence of any grievance or the date when a teacher should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth below, the grievance shall be deemed to have been waived. The time for filing a grievance may be extended when an interested party such as a principal is absent during the filing period.

Section 7: Procedure:

- A. Level One: A teacher with a grievance shall first discuss it with his/her principal or immediate supervisor during non-teaching hours.
- B. Level Two: If at the end of five (5) school days next following such presentation, the grievance shall not have been disposed of to the teacher's satisfaction, the teacher may file with the President of the Association a written statement of the grievance. Such statement shall be reviewed with the teacher by the said President or his/her designee, and if after such review the teacher so desires, the grievance shall be presented in writing by the teacher to the Superintendent or his/her designee within five (5) school days.
- C. Level Three: If at the end of ten (10) school days next following presentation of the grievance in writing to the Superintendent the grievance shall not have been disposed of to the satisfaction of the teacher, the teacher may refer the grievance in writing to the Chairperson of the School Committee within five (5) school days.
- D. Level Four: If at the end of twenty (20) school 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 Association, the Association may, by giving written notice to the School Committee, submit the grievance to arbitration.

Section 8: If there is a grievance which directly affects a group or class of teachers or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve such grievance.

Section 9: A grievance not initiated within the time specified shall be deemed waived. Failure of the teacher filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by written agreement of the parties.

Section 10: In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so

that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Section 11: The School Committee will, upon request, provide the Association with copies of any documents in its possession including approved minutes of the School Committee which may be necessary for the Association to process grievances under this contract, provided, however, that minutes of the Committee from executive session not previously released to the public by vote of the School Committee shall not be made so to the Association. Those executive session minutes of the Committee not yet released to the public shall be edited to protect the privacy of the individual(s) who might be damaged by their release and to protect the School Committee's right to executive privilege on issues other than those involved in the grievance.

ARTICLE VI ARBITRATION

- Section 1:
- A. If at the end of twenty (20) school 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 Association, the Association may, by giving written notice to the School Committee within the five (5) school days next following conclusion of such period of twenty (20) school days, present the grievance for arbitration. If such notice is not given within the time limit above, the matter shall be considered settled on the basis of the decision last given by the School Committee.
 - B. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure:
 - 1. The arbitrator is to be mutually selected by the School Committee and the Association.
 - 2. If the School Committee and the Association cannot agree within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) school days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration rules.

- C. The expenses of such arbitration shall be shared equally by the School Committee and the Association, and the award made shall be final and binding upon the School Committee, the Association and the aggrieved employee.

- Section 2:
- A. The arbitrator's award shall be in writing and shall set forth his/her findings of the fact with reasoning and conclusions. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this contract.
 - B. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the School Committee, the Association and the teacher or group of teachers who initiated the grievance. The decision of the arbitrator shall be implemented as soon as reasonably possible.

- Section 3:
- A. No dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this contract.
 - B. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.
 - C. If an employee elects to pursue any statutory employment appeal (e.g., claims under G.L. c. 71, §§42 and 42D, state and federal discrimination claims, etc.), he/she shall have no recourse to the arbitration provisions of this Agreement.

ARTICLE VII NO STRIKE PLEDGE

Section 1: In consideration of the terms of this contract and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties during the term of this contract.

Section 2: If the Association disclaims such activities publicly and in writing to the School Committee, and advises the individuals concerned that the activity

is illegal and in violation of this contract and instructs them to cease such activities, it will not be liable in any way therefor.

Section 3: Teachers who participate in any such activities may be disciplined or discharged as the Superintendent in his/her judgment deems proper; and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

Section 4: In connection with any negotiations for a successor agreement held pursuant to Article XLI (Duration) said negotiation shall be conducted in accordance with the mediation, fact-finding, or other statutory impasse procedure permitted by law.

ARTICLE VIII PROFESSIONAL CONSULTATION

Section 1: Labor/Management Committee. To encourage a productive, non-adversarial relationship between the Association and the School Committee, a Labor/Management Committee shall be established. The Superintendent or designee and any other member(s) of the administration whom the Superintendent deems appropriate, the Association President, and two (2) additional representatives of the Association will meet periodically, as needed, to exchange views on proposals relative to the improvement of services, performance issues, contract interpretation, and other various departmental issues. All committees (i.e., Joint Professional Development Committee, Joint Technology Committee, Curriculum Materials Working Group, etc.) must report their activities or products to the Labor/Management Committee for discussion and feedback. Upon mutual agreement, the Labor/Management Committee may add additional representatives.

The establishment of this Labor/Management Committee shall not be construed as a waiver of either party's right to bargain about wages, hours, and other working conditions, or the right to bargain about the impact of management decisions on wages, hours or working conditions. The Labor/Management Committee shall not be construed to restrict the management rights and powers of the School Committee, the Superintendent, principals or the administration.

Section 2: Curriculum Materials Working Group. The parties agree that the Curriculum Materials Working Group, comprised of a School Committee

representative, the Assistant Superintendent for Teaching and Learning, a Special Education Team Facilitator, three (3) other administrators, at least three (3) representatives of the Association and a representative of the community, will review and critique any proposed new instructional materials, discuss periodic reports on the implementation of curriculum and make recommendations to the Superintendent regarding the purchase and/or revision of such materials. The Curriculum Materials Working Group will be notified of proposed changes to the curriculum in a timely manner and provide any requests and/or studies by the Curriculum Materials Working Group to the Superintendent to discuss new/revised curriculum. Reports of the Curriculum Materials Working Group will be submitted in writing to the School Committee in a public session for its review and consideration in a timely manner before the deadline for decision-making.

Section 3: Technology Committee. The parties agree to establish annually a district-wide Technology Committee to review and make recommendations to the Superintendent regarding computer software, to engage in problem-solving around technology issues in the schools, and to assist in training bargaining unit members on district-required technologies. The Technology Committee will be comprised of the following members: a representative of the Association from each school, an information systems representative and at least two administrators. The head of technology for the City of Melrose will be invited to attend meetings of the Technology Committee to speak to agenda items, as appropriate.

ARTICLE IX TEACHING HOURS AND TEACHING LOAD

Section 1: Work Year:

- A. The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than the Monday prior to Labor Day and will terminate no later than June 30, even though such commencement date may be before September 1, provided that employees will not be required to work on the Friday before Labor Day.
- B. The work year for teachers shall be 183 days, including 180 days of instruction for students and three (3) days of mandatory professional development for employees as follows: One (1) day prior to the start of the students' instructional year; one (1) day during the first week of November, except in election years when such professional

development day may be scheduled on election day instead; and one (1) day on a date to be scheduled by the Superintendent after consultation with the Association President.

Beginning with the 2017-2018 work year, the three (3) days of mandatory professional development shall be scheduled as follows: The Monday and Tuesday prior to the start of the students' instructional year; and one (1) day during the first week of November, except in election years when such professional development day may be scheduled on election day instead. A Professional Development day will be six and one-half (6½) continuous hours, including a thirty-minute lunch break, and will not be scheduled to end after 4:00 p.m.

- C. Notwithstanding Paragraph B above, the following three (3) days of instruction shall be half days: the day before the start of the December vacation period, the day before the start of the February vacation period and the last day of school.

Section 2: Work Day: The School Committee reserves the right to control the starting and dismissal times for students in the Melrose Public Schools.

Effective at the start of the 2013-2014 work year, the work day and student-contact time for teachers will be extended by two (2) minutes as follows:

	Teacher Arrival	Student Starting	Student Dismissal	Teacher Departure
High and Middle	7:40 a.m.	7:45 a.m.	2:11 p.m.	2:16 p.m.
K-5	8:05 a.m.	8:15 a.m.	2:22 p.m.	2:27 p.m.

The starting and dismissal times provided above are subject to reasonable modification by the School Committee provided that no such modification shall increase the length of the teachers' work day.

With the agreement of the School Committee, the Association and a bargaining unit member, a principal may schedule a member to begin his/her workday either earlier or later than the workday for other teachers in the same building, provided that there will be no increase in the length of the member's workday. The member's schedule shall remain in effect for the remainder of the work year and may be modified only with the agreement of the School Committee, the Association, the principal and the member.

- Section 3:
- A. Elementary teachers will be on a rotating schedule ten (10) minutes before the starting time for playground or inclement weather supervision. The School Committee and the Association will make a joint effort to communicate with parents that teachers will not be available to supervise elementary students before 8:05 a.m.
 - B. Entering time of elementary pupils will be five (5) minutes before the starting time of classes.

- Section 4:
- A. All bargaining unit members in grades 6-12 will be available in school to help pupils two (2) days per week for thirty (30) minutes per day, either before students' starting time or after students' dismissal time, and shall be available if reasonably required by pupils on other days. Each bargaining unit member shall make his/her principal aware of his/her schedule, as stated above, by the end of the first two (2) weeks of the school year for students.
 - B. At the elementary level, all bargaining unit members in grades K-5 will be available in school for an additional thirty (30) minutes two (2) days per week, either before students' starting time or after students' dismissal time, on Mondays, Tuesdays, Wednesdays and Thursdays. This additional time shall be used for the purposes of conducting parent conferences (including special education team meetings) and/or helping students as determined and scheduled by the teacher. At the start of each school year, bargaining unit members who are specialists will partner with a classroom teacher in the building(s) to which they are assigned for the purpose of providing help to students before or after school. Each bargaining unit member shall make his/her principal aware of his/her schedule, as stated above, within a timely manner by the end of September. If a partnership between a specialist and a classroom teacher changes during the school year, the specialist will inform the principal at the time of the change.

Section 5: Professional personnel other than classroom teachers will work at their assigned tasks for at least the length of the regular teachers' work day except in cases where circumstances require variation. It is recognized that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day.

Section 6: Meeting Time:

A. Bargaining unit members may be required to be at school in addition to the regular work day without additional compensation for a total of twenty-seven (27) hours. The twenty-seven (27) hours will be allocated as follows:

1. At the elementary level –

Ten (10) hours will be used by bargaining unit members as “office hours” for parent conferences during two (2) parent conference periods each school year: one (1) in November and one (1) in April. Bargaining unit members will meet with parents for five (5) hours during each conference period. The members will inform their principal in writing of the dates and times when they will conduct parent conferences prior to the start of each parent conference period. It is understood that these hours represent the minimum amount of time that bargaining unit members are expected to meet with parents. Parent conferences conducted under this Section 6 are in addition to the time required under Section 4 of this article.

Seventeen (17) hours will be used by bargaining unit members to attend faculty meetings, curriculum meetings and grade-level or building-based professional development activities and may include one Back-to-School night in the fall and one Open House in the spring. Such meetings/activities ordinarily will commence ten (10) minutes after students are dismissed.

2. At the middle school level –

Ten (10) hours will be used by bargaining unit members as “office hours” for team meeting parent conferences during the school year as follows: five (5) hours during the first semester and five (5) hours during the second semester. Bargaining unit members will meet with parents during the conference hours described above, and will inform their principal in writing of the dates and times when they will conduct parent conferences prior to the start of each semester. It is understood that these hours represent the minimum amount of time that bargaining unit members are expected to meet with parents. Parent conferences conducted under this Section 6

are in addition to the time required under Section 4 of this article.

Seventeen (17) hours will be used by bargaining unit members to attend faculty meetings, curriculum meetings, department meetings and professional development activities and may include one Open House night. Such meetings/ activities ordinarily will commence ten (10) minutes after students are dismissed.

3. At the high school level –

Ten (10) hours will be used by bargaining unit members as “office hours” for parent conferences each school year as follows: five (5) hours during the first semester and five (5) hours during the second semester. Bargaining unit members will meet with parents during the conference hours described above, and will inform their principal in writing of the dates and times when they will conduct parent conferences prior to the start of each semester. It is understood that these hours represent the minimum amount of time that bargaining unit members are expected to meet with parents. Parent conferences conducted under this Section 6 are in addition to the time required under Section 4 of this article.

Seventeen (17) hours will be used by bargaining unit members to attend faculty meetings, curriculum meetings, department meetings and professional development activities and may include one Open House Night. Such meetings/ activities ordinarily will commence ten (10) minutes after students are dismissed.

Section 7: Elementary Preparation Time:

- A. Elementary classroom teachers will have 150 minutes of preparation time per week; elementary art, music, reading and physical education specialists will also have 150 minutes of preparation time per week. Preparation periods will consist of no less than thirty (30) consecutive minutes, and will not include time during recess periods when a classroom teacher is not scheduled to be on duty.
- B. In the event that a teacher loses preparation time or duty-free recess time due to a lack of coverage or inclement weather, there will be no

obligation on the part of the administration to make up such time, unless and until the cumulative number of lost minutes exceeds seven hundred fifty (750) if the loss occurs in the first year of the Agreement, or six hundred seventy-five (675) minutes if the loss occurs in the second year of the agreement, or five hundred fifty (550) minutes if the loss occurs in the third year of the agreement. If a teacher is not provided with make-up preparation during the school year in which the loss occurs, the teacher will be entitled to make up the lost time during the following school year. For lost preparation time or duty-free recess time to count under this provision, teachers will be expected to provide the principal with written notice of any time lost within five (5) calendar days of the loss.

Section 8: Elementary Group Planning Time:

- A. Elementary teachers shall receive group planning time when the students are in attendance at school-wide “Enrichment Programs,” sponsored by the Parent-Teacher Organizations during regular school hours.

- B.
 - 1. Notwithstanding Paragraph A above, Principals will solicit volunteers among the elementary teachers to supervise students during school-wide Enrichment Programs. If, in the opinion of a Principal, there are an insufficient number of teachers who volunteer, the Principal may assign one or more teachers on a rotating basis to provide student supervision. In making such assignments, Principals will consider the grade level(s) and subject matter(s) involved in the Enrichment Program and the interest expressed by teachers in attending the program.

 - 2. A teacher who supervises students during a school-wide Enrichment Program will be relieved of a number of before- or after-school periods under Section 4(B) of this article that are roughly equivalent to the length of time spent supervising students during the Enrichment Program. The teacher will notify his/her principal, the parents/guardians of his/her students, and any affected colleagues within seven (7) school days following the Enrichment Program of the date(s) on which the teacher will be relieved of the before- or after-school period(s), which shall be within twenty (20) school days following the Enrichment Program, giving consideration

to the needs of students for academic support outside of the school day.

Section 9: Elementary Recess Periods: There will be a recess period of at least fifteen (15) minutes each day in the elementary schools. Each elementary school teacher will be off duty for such recess period every other day by arrangement with another teacher within the building in which the teacher is assigned.

Section 10: Early Release Days: The School Committee will provide all bargaining unit members with eight (8) early release days (one (1) per month during the months of October through May), for the following purposes:

- A. To have a common time in which to collaborate on activities that further classroom and individual student learning;
- B. To generate and share resources and strategies in response to perceived needs;
- C. To participate in teacher-directed professional development that appeals to faculty and is aligned with district/school/departmental goals.

Early release day activities will commence two (2) hours prior to the end of the regular school day for students and will continue for the remainder of the work day. The Labor/Management Committee will develop and make recommendations regarding agendas and procedures for early release days, such as whether to establish a consistent schedule for early release days (e.g., the first Wednesday of each month) and how to modify the class schedule on such days.

Section 11: Elementary teachers will have fourteen (14) calendar days, excluding holidays and vacation periods, after the close of the marking period to prepare report cards for distribution. Special educators also will have fourteen (14) calendar days, excluding holidays and vacation periods, after the close of the marking period to prepare progress reports for special education students. Secondary teachers will have three (3) school days after the close of the marking period to submit the grades for the students' report cards.

Section 12: Secondary Schedule:

- A. Middle School teachers will have an average of five (5) preparation periods per week. Common planning time will continue at the Middle School. The timing and scheduling of common planning time will continue to be subject to the discretion of the Principal.
- B. Teachers at the High School will have an average of six (6) preparation periods per week. Teachers at the High School will teach an average of 250 minutes per day. Assuming a five-day cycle, over the course of the cycle, teachers at the High School will have twenty-two (22) teaching periods, six (6) preparation periods and two (2) supervisory duty periods. If the High School schedule changes to a different cycle, the parties agree that teachers will have an agreed-upon commensurate number of preparation and supervisory duty periods over the course of the new cycle (e.g., over a seven-day cycle, nine (9) preparation periods and three (3) supervisory duty periods). Two (2) teaching periods will be any half-credit course in the program of studies. Regarding the half-credit courses, the School Department will solicit teacher preferences as to the courses they will teach, and will make an effort to schedule teachers within their areas of licensure.

Section 13: Secondary teachers' course preparations should be limited to three (3), when possible.

Section 14: Administrative/Supervisory Duties:

- A. All bargaining unit members may be assigned administrative or supervisory duties, on a rotating basis, on days when they do not travel outside of one (1) building.
- B. Traveling teachers shall not be assigned supervisory duties, except on days when they do not travel outside of one (1) building.
- C. At the secondary level supervisory duties shall mean –
 - 1. Cafeteria,
 - 2. Outside areas,
 - 3. Corridor,
 - 4. Student bathroom duty,
 - 5. Resource Center/Learning Commons,
 - 6. Substitute coverage as stated in Article XIII, §2,

7. Floor Master,
 8. Peer Mediation supervision (1 per rotation or as needed),
 9. School store,
 10. Copy machines (as needed),
 11. Supply room (as needed), and
 12. Accreditation duties (as needed).
- D. Teachers may be assigned, on a voluntary basis during a supervisory period, to work at a Learning Center, science laboratory or to perform other tutorial work or to supervise "club-style" areas of learning, the performing arts or related activities.
- E. Bargaining unit members at the High School will be assigned two (2) common planning periods and one (1) supervisory duty period within a seven (7) day cycle.

Section 15: Duty-Free Lunch Period:

- A. Teachers at all grade levels will have a duty-free lunch period of at least twenty (20) minutes. In the elementary schools, efforts will be made to utilize Paraprofessionals and/or parent volunteers to supervise children traveling to, from and during the student lunch period, to ensure that teachers will have a full twenty-minute duty-free period for lunch.
- B. Elementary teachers will not be required to supervise lunchrooms. Lunch supervision arrangements in the Middle School and High School will be the responsibility of the administration.

Section 16: Teachers at all grade levels may leave their respective buildings during unassigned time with the approval of their building principals.

- Section 17:
- A. Every reasonable effort will be made to establish the equitable distribution of the workload for P.P.S. personnel and teachers in the integrated kindergarten classrooms, and the computerization of Individual Education Programs and Quarterly Reports.
 - B. Secondary guidance counselors' case loads shall be no greater than 300 students per counselor. The School Committee will make an effort to reduce case loads to 250 students per counselor.

- C. During the last month of school, principals will provide classroom teachers with an opportunity to meet within the building to discuss the special education needs of special education and ELL students who will be in their class(es) during the next school year. Such meetings may be scheduled during the thirty (30) minute period, before or after the instructional day, when teachers otherwise would be in school to provide students with academic help. To facilitate this process, classroom teachers will be given an "annotated" class list for the following year's class(es), indicating, to the best of the ability of the School District at the time of the meeting, which students are expected to receive special education and/or ELL services, and Individualized Education Plans ("IEPs") for those students.

Section 18: Bargaining unit members will include in their teaching a wide variety of technology that is instructionally appropriate for their grade level. Members will use technology, such as e-mail, the school district's website, the student information system, curriculum resources and appropriate and archivable social media, to communicate with parents, colleagues and the community, consistent with the School Committee's Acceptable Use Policy and Electronic Communication and Social Media Policy. Members also will use technology for record-keeping, data entry, reporting and other related purposes. If members use social media, they will do so in accordance with the Acceptable Use Policy and the Electronic Communication and Social Media Policy. The administration will provide bargaining unit members with targeted training that is differentiated by skill level, where appropriate, on the use of any district-required technologies.

Section 19: Community Relations:

- A. In the interest of furthering communication with parents, the Association encourages its teachers to meet with parents, including during each of the evening meetings at school, to discuss student progress and other issues of mutual concern.
- B. Under the leadership of the central office and with the support of administrators, teachers will work to improve two-way communications with parents and students, including:
 - 1. providing information on curriculum goals to parents and students; and

2. welcoming input from parents and students with regard to progress in meeting such goals. Any such feedback from parents and students will be confidential to the teacher soliciting and receiving such input.

C. The School Committee agrees to provide one (1) telephone line per school for teachers to use to make confidential telephone calls to parents to improve communications further between teachers and parents.

Section 20: Student Learning Time: The School Committee may reopen this Agreement at any time to negotiate over compliance with the Massachusetts Department of Elementary and Secondary Education (DESE) mandates set forth in state law or regulation. This reopener shall be treated as mid-term bargaining for the purpose of implementation.

Section 21: Sign-in/Sign-out Sheets:

A. To comply with mandates imposed on the school district by the DESE, teachers will be required to sign-in at the beginning of each workday and to sign-out at the end of each workday, to indicate the time of their arrival and departure.

B. If a teacher leaves the building during the work day, s/he shall provide written notice to the principal/designee at the time of departure and return to the building. Such notice may be provided by using the sign-in and sign-out sheets in the school or by sending an electronic message to the principal/designee.

C. A teacher who forgets to sign-in or sign-out or to provide written notice to the principal/designee in a particular instance will not be disciplined or receive a negative evaluation for that omission. The Association, however, recognizes a teacher's professional and contractual responsibility to be present in the building for the appropriate work times.

ARTICLE X TEACHER EMPLOYMENT

Section 1: A. To be eligible for employment, a teacher shall meet the requirements for licensure in his/her subject area as set forth by the DESE. Therapists shall maintain proper registration through the appropriate granting authority.

- B. Exceptions to the above will be allowable in instances when waivers can be granted by the DESE due to the unavailability of licensed candidates who are acceptable for employment. The decision whether to seek a waiver for an unlicensed teacher is subject to the sole discretion of the Superintendent and shall not be subject to the grievance/arbitration process.

Section 2: To the extent that teacher aides or paraprofessionals are employed by the School Committee, they will operate under the general direction of the building principal and under the ultimate supervision and not in replacement of the teacher to whom they are assigned. Such individuals can perform teaching functions, but will not permanently replace presently employed teachers.

Section 3: Reductions in Force: If the Superintendent in his/her discretion determines, pursuant to his/her legal responsibility to make such decisions, that a reduction in the number of teachers employed is necessary, or that a particular type of teaching service should be discontinued, the following policy for reduction in personnel will be used:

- A. Inasmuch as possible, normal attrition will be used. That is, teachers who resign will not be replaced if there are qualified teachers available in the district.
- B. Teachers who are not under contract or who are on temporary status (e.g., teachers filling in for leaves of absence or long term substitutes) will be laid off next, provided there are fully qualified, fully licensed permanent teachers to replace and perform all of the needed duties of the laid-off teachers.
- C. Teachers not holding a regular Massachusetts teaching license will be laid off next, provided there are fully qualified, fully licensed teachers to replace and perform all of the needed duties of the laid-off teachers.

Section 4: Definitions:

Discipline: For the purpose of this article, disciplines are:

- K-5 Elementary Teachers and Instructional Coaches; Elementary teachers transferred to the Middle School will be retained on the elementary teachers' seniority list.

- K-12 School Adjustment Counselor, Psychologist, Special Needs (within licensure), Art, Music, Physical Education and Health (including adaptive physical education), Librarian Media Specialist, Reading (all teachers in the Reading Department are grandfathered as licensed in reading).
- 6-12 Language Arts, Science, Math, Social Studies, Home Economics, Industrial Arts, Business, Guidance, Academic Facilitators and Foreign Language (all Foreign Language teachers hired after September 1, 1983 shall be restricted to bumping junior teachers in those areas where the senior teacher is licensed to teach. Staff members hired before September 1, 1983, who are assigned out of their licensure to avoid layoff, will be required to take courses in their newly assigned teaching programs).

Seniority: Length of continuous service in the bargaining unit measured from the first day for which compensation was received. Time spent on any authorized extended unpaid leave of absence will not constitute a break in seniority, but seniority will not accumulate during such periods.

Section 5: Layoff Procedures for PTS Teachers:

- A. In case of a further reduction in teaching staff, a teacher with Professional Teacher Status, (a "PTS teacher") shall not be dismissed if there is a non-PTS teacher employed whose position the PTS teacher is licensed to fill.
- B. PTS teachers who received a rating of Unsatisfactory Overall on their most recent Summative Evaluation will be laid off next, followed by PTS teachers who received a rating of Needs Improvement Overall in their most recent Summative Evaluation.
- C. In the event that further reductions are necessary, the order of layoffs of PTS teachers within a discipline will be based on their ratings in Standards 3 and/or 4 on their Summative Evaluations during the time period equal to the length of employment of the least senior PTS teacher in the targeted discipline or since the 2013-2014 work year, whichever is shorter.

PTS teachers who received overall ratings of Exemplary or Proficient Overall on their Summative Evaluations, but were rated as Unsatisfactory in Standards 3 and/or 4, will be laid off next,

followed by PTS teachers who received overall ratings of Exemplary or Proficient Overall on their Summative Evaluations, but were rated as Needs Improvement in Standards 3 and/or 4.

- D. In the event that further reductions are needed, the School Committee Chair or designee and the Association President or designee shall agree on additional criteria, including system-wide seniority, to be used to determine the order of further layoffs. This provision shall expire as of August 31, 2019, unless it is continued beyond that date by agreement of the parties.
- E. The seniority list of PTS teachers will be established and updated by December 1st of each school year. The list shall be in reverse order of seniority as defined in this article and shall include service date, unpaid leave, degree status, and previous experience. Any challenges regarding the information and placement on the seniority list must be filed no later than thirty (30) school days after the list is posted. Failure to challenge the list shall be deemed acceptance of the list. The Superintendent agrees to provide five (5) copies of the seniority list to the Middle School and Senior High School and two (2) copies to each elementary school.
- F. Except in unforeseen circumstances or when significant budget reductions are made by the Board of Aldermen, a PTS teacher so affected by a reduction in staff shall be notified by June 1st of the school year preceding the school year in which the reduction is to take place.
- G. A teacher on layoff shall keep the Superintendent's Office advised of his/her current mailing address, and notice of a vacancy to that address by certified mail will be deemed notice to the teacher.

Section 6: Recall Procedure:

- A. A PTS teacher who is laid off by the Superintendent shall have recall rights in the inverse order in which s/he was laid off, as determined under Section 5 above.
- B. During the recall period such teacher shall remain an employee of the school district as if such employee were on unpaid leave of absence and shall retain PTS. The removal of such teacher from active service is understood to be involuntary. Such teacher retains the right to contest by grievance and arbitration whether the School

Committee has observed its contractual obligations with respect to the layoff and recall provisions of this article. If a teacher has not returned to active service by the end of the recall period, the employment relationship with such teacher shall terminate automatically at such time.

- C. If subsequent vacancies occur or if new positions are added or old positions reinstated which PTS teachers laid off previously performed, PTS teachers laid off within the previous two (2) years shall be recalled in the order determined under Paragraph A above.
- D. Teachers released under the provisions of this article shall be given initial consideration on the substitute list if they choose to be so recorded.

Section 7: If a reduction in force requires the layoff of an administrator during the first two (2) years of employment in that position following service as a member of this bargaining unit in the Melrose Public Schools, the Superintendent will place the administrator in a teaching position consistent with the position held prior to the promotion. This placement shall not result in the reduction of a PTS bargaining unit member.

Section 8: Agency Fee:

- A. The School Committee agrees to require as a condition of employment that all teachers except those certified as members to the School Committee by the Association pay annually as of the thirtieth (30th) day of any work year or by the thirtieth (30th) work day following appointment to a position in the bargaining unit, an agency service fee. Said fee shall be equal to the amount required to become a member of the Association and remain a member in good standing. An employee paying the agency fee shall be entitled, if he/she so demands in writing to the Association, a rebate of the pro rata share of the fee allowable under Massachusetts General Laws Chapter 150E, Section 12, and the regulations of the Labor Relations Commission governing agency fee.
- B. If any employee has not paid the fee or has not filed a complaint regarding the fee at the Labor Relations Commission and has placed the agency fee monies in an escrow account awaiting the results of that complaint within forty-five (45) days after receipt of a written demand for payment of the fee, the School Committee shall suspend the unit member without pay until the fee is paid for up to a total of

thirty (30) work days. After thirty (30) work days, the suspended bargaining unit member will be assigned to a bargaining unit position by the School Committee.

- C. The Association shall indemnify the School Committee and Superintendent against any damages and legal fees incurred in complying with this section and shall comply with any rebate procedure or any process as may be required by state, federal or constitutional law.

ARTICLE XI SCHOOL CALENDAR

Section 1: Before establishing the school calendar, the School Committee will consult with the Association.

Section 2: In the event that teachers are relocated from a building due to renovations, the School Committee will pack, move and unpack all school property (books, supplies, etc.). Teachers will need to pack and unpack only their own personal belongings, but will be actively involved in inventorying school property before and after it is moved by the Department of Public Works to ensure that all items expected to be transported are accounted for. In the event that teachers are not provided with time during the normal work day to prepare for the move and to set up their classrooms following the move, they will be entitled to one (1) compensatory day off, to be scheduled in advance with written approval of the principal.

ARTICLE XII TEACHER EVALUATION

Section 1: Members of the bargaining unit will be observed and evaluated in accordance with the Memorandum of Agreement, dated June 2013, regarding the new educator evaluation procedures and instrument, a copy of which is attached hereto as Appendix C.

Section 2: Teachers will have a right upon request to view the contents of their personnel file. The teacher will be entitled to have a representative of the Association accompany him/her during such review. Excluded from such review would be documents of a "confidential" nature received prior to employment.

Section 3: A. No materials derogatory to a teacher's conduct, service, character

or personality will be placed in his/her file unless the teacher has had an opportunity to review such material. Excluded from this will be material such as confidential references received at the time of the teacher's initial employment.

- B. The teacher will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaint about a teacher that goes into a teacher's personnel file shall be reduced to writing and signed by the person making the complaint. The teacher shall have the right to challenge the veracity, accuracy, and serious nature of the complaint. If the complaint is without foundation or is frivolous, it will be removed from the teacher's file and the maker of the complaint shall be informed of this action by written notice.

Section 4: The Association recognizes the authority and responsibility of supervisory personnel for maintaining the highest possible level of professional performance by teachers, indicating therein the authority and responsibility for overseeing such professional performance. A teacher may be reprimanded by a coordinator, director or principal for delinquencies in professional performance. He/she may be disciplined only by the Superintendent or his/her principal, at which time a representative of the Association may be present.

Section 5: Any contention that an "unsatisfactory" evaluation is arbitrary or without foundation may be raised through the grievance procedure, but in no event beyond the level of the School Committee.

Section 6: A. Subject to the provisions of this article, no teacher shall be disciplined, reprimanded, suspended, reduced in rank or compensation or deprived of any professional advantage without just cause. In no event shall this clause be construed to apply to any teacher who has served for fewer than ninety (90) calendar days in the Melrose Public Schools or to allow the following decisions to be subject to arbitration under the terms of this Agreement: failure to re-hire a non-PTS teacher or failure to re-hire any teacher with respect to any non-PTS position.

- B. It is recognized that this article provides alternative remedies, either statutory or through arbitration, to PTS teachers in the case of dismissal. The teacher shall notify the Superintendent in writing of the election of remedies within three (3) school days after notification to the teacher of the decision by the Superintendent, taken under the provisions of Massachusetts General Laws Chapter 71, Section 42 in the case of dismissal.

ARTICLE XIII SUBSTITUTE TEACHERS

Section 1: Every reasonable effort, short of hiring additional permanent staff, will be made to secure a substitute teacher whenever a regular teacher or special teacher is absent. It is not the School Committee's intent to rely solely on bargaining unit members to cover for other teachers.

Section 2: All bargaining unit members are expected to cover for other teachers during a duty period on a rotating basis, if there are teachers whose absences are not covered by substitute teachers. Classroom coverage is a non-teaching duty, similar to cafeteria duty. The administration will assign bargaining unit members to provide coverage under this provision in an equitable manner within the confines of the building schedule. A teacher who feels imposed upon by the number of such requests may file a complaint and follow the grievance procedure.

Section 3: The School Committee will implement a centralized system of obtaining substitute coverage for elementary teachers who must call in sick. Teachers at each level will have an established protocol for calling in when they are expected to be absent.

ARTICLE XIV CLASS SIZE

Section 1: The School Committee will make every reasonable effort, short of hiring additional staff, to reduce class size to twenty-five (25) at all grade levels except where curriculum and method may require groups of larger size.

ARTICLE XV NON-TEACHING DUTIES

- Section 1: The School Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
- A. Teachers will not be required to perform the following duties: health services such as administering and/or recording eye and ear examinations and weighing and measuring pupils except where the latter is required by curriculum or law.
 - B. The School Committee and the administration will not hold the teaching staff accountable for the collecting or recording of money from students. The exception will be the receipt of milk and lunch money and fees for consumable items such as workbooks, etc.
 - C. The School Committee and the administration will make every effort to reduce the record keeping requirements. Educational data processing will be used wherever practicable. Teachers will make every reasonable effort to use computers, e-mail, internet access and voice-mail, when available and functional, in connection with the performance of record-keeping and other non-teaching duties.
 - D. Teachers will not be required to drive pupils to activities which take place away from the school building. No teacher may drive pupils to such activities except with the express permission of the Superintendent and then only after a determination that there is proper insurance coverage.

**ARTICLE XVI
PERSONAL INJURY BENEFITS - INSURANCE**

Section 1: In accordance with Massachusetts General Laws Chapter 152, Section 69, whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of said absence. Absence for such cause will not be considered ordinary sick leave.

Section 2: The School Committee will reimburse a teacher --

- A. for the cost of any clothing or other articles of personal adornment damaged or destroyed in the course of his/her employment up to a total of two hundred dollars (\$200) in any one instance, and

- B. for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment up to a total of two thousand dollars (\$2,000) in any one instance.

Section 3: As long as the City of Melrose agrees to pay a portion of the health and life insurance programs currently in effect, the School Committee will certify deductions of the teacher's share from payroll checks for participating members upon receipt of a proper authorization.

ARTICLE XVII TEACHER ASSIGNMENT

Section 1: Teachers will be notified in writing of their programs for the coming year as soon as practicable before the close of school, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, except that teachers continuing in their same assignment need not be so notified.

Section 2: Teachers are permitted to communicate with administration and one another concerning students who are entering or leaving their classes to facilitate the transition.

Section 3: If the school budget is passed at a date later than thirty (30) calendar days before the end of the school year, assignments may be made later than the close of school but only after the School Committee or its designee meets with the Association to discuss the teacher assignments affected. Assignments will be made no later than thirty (30) days after the budget is finalized. Every effort will be made to give assignments to unaffected staff members before the end of the school year.

Section 4: In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except for good cause, outside the scope of their teaching licenses and/or their major or minor fields of study.

Section 5: Any teacher may be assigned to teach integrated (inclusion) classes. The School Committee agrees to provide teachers with training relative to teaching integrated classes at such times as the Superintendent and the special education administrator deem appropriate.

Section 6: Involuntary Transfers:

- A. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study and length of service in the Melrose school system will be considered. Teachers being involuntarily transferred will be transferred to comparable positions as far as is reasonably practical.
- B. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent at which time the teacher will be notified in writing of the reasons for such transfer. Reasonable effort will be made to hold such involuntary transfers to a minimum.
- C. A teacher who has been involuntarily transferred due to the elimination of a position may elect to return to his/her former school or department if a vacancy for which the teacher is qualified occurs within the two (2) school years following the involuntary transfer. Such transfer will be effective the next following September 1 and will not be allowed if it will result in the involuntary transfer of another bargaining unit member.

Section 7: When possible, traveling teachers will be scheduled so that they travel to a maximum of two (2) schools per work day. Teachers who are assigned to more than one (1) school in any one (1) school day will receive thirty dollars (\$30) travel allowance per month during the school year. Teachers who are regularly assigned to more than two (2) schools in any one school day for three (3) or more days per week will receive forty dollars (\$40) travel allowance per month during the school year.

ARTICLE XVIII VACANCIES AND PROMOTIONS

- Section 1:
- A. Whenever any vacancy in a professional or extracurricular position occurs during the school year (September through June), it will be publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible, and in any event for not less than ten (10) school days. If the position is new, or if the salary is greater than or in addition to the regular salary schedule for teachers, the qualifications, duties and rate of compensation will be clearly set forth.
 - B. From June to September, such vacancies will be publicized by posting at the Central Administration Office together with written

notice to the Association President and to teachers which shall be accomplished by posting such vacancies on the school district's website.

Section 2: All stipendiary positions in Appendix B shall be posted annually and all qualified members of the unit shall have the opportunity to apply for the positions. Administrators will make a reasonable effort to notify applicants from within the bargaining unit when a stipendiary position is filled.

ARTICLE XIX PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section 1: Joint Committee on Professional Development: The parties agree to establish a Joint Committee on Professional Development. The Joint Committee will be comprised of at least one member from each school, appointed annually by the President of the Association and two (2) representatives of the Superintendent. Upon mutual agreement, the Joint Committee may add additional members. The Joint Committee will assess the professional development needs of bargaining unit members and make recommendations to the Superintendent regarding (1) the professional development opportunities that the school district will make available to assist bargaining unit members to satisfy the requirements of G.L. c. 71, §38G relative to maintaining their educator licenses; and (2) the professional development programs that the school district will provide to further district goals and to meet State and Federal requirements and/or standards (e.g., RETELL training). It is expected that the Joint Committee will meet at least three (3) times or more per year. Ordinarily the Joint Committee will make a recommendation to the Superintendent on the professional development programming for the following work year by April 1 each year.

Section 2: Professional Development Days:

- A. Teachers will be entitled to at least one (1) day paid leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature or engaging in other professional development activities subject to the approval of the Superintendent. Additional professional development days may be approved by the Superintendent. A professional development day that is used by a teacher to participate in professional development required by the administration will not count as a day of leave under this section.

- B. Examples of the types of professional development activities in which a teacher might engage on a professional development day include the following:
1. Attending a workshop, conference or meeting of an academically relevant and educational nature;
 2. Visiting other schools in order to observe another educator's related practice;
 3. Visiting a resource center to gather materials and ideas for classroom instruction.

Section 3: Reimbursement for Attendance at Approved Professional Development Activities:

- A. The School Committee will authorize the attendance by teachers at workshops, seminars, conferences or other professional improvement sessions, undertaken at the request and/or with the advance approval of their principal or immediate superior and the Superintendent. Reimbursement of expenses for fees, meals, lodging, and/or transportation will be in accordance with guidelines determined by the School Committee from time to time. In the event that a teacher is required by the Superintendent or designee to attend a workshop, seminar, conference or other professional improvement session, the School District will pay for the cost of such workshop, seminar, conference or session.
- B. To be approved for purposes of reimbursement, the professional development activity must adhere to the following criteria:
1. The activity must be aligned with the teacher's Individual Professional Development Plan, goals outlined in the teacher's Educator Plan for Supervision and Evaluation, the School Improvement Plan for the teacher's school and/or the School District's Plan, and additionally must be tied to the teacher's current content area or special education/ELL relicensure requirements;
 2. The activity must be provided by an accredited college or university, or a vendor that has been approved by the Massachusetts Department of Elementary and Secondary

Education, the Massachusetts Division of Professional Licensure, or the School District;

3. The activity must result in an observable demonstration of learning that could include a written product or other documentable product.

Section 4: Application and Approval Process for Professional Days, Reimbursement for Attendance at Professional Activities and Professional Development for Lane Advancement Purposes: A teacher planning (1) to take a professional development day, (2) to participate in a workshop, seminar, conference or other professional improvement activity for purposes of receiving PDPs and/or lane advancement, or (3) to seek reimbursement for the cost of participating in a workshop, seminar, conference or other activity, must procure the prior written approval of the Superintendent or designee on a form to be developed by the Joint Committee on Professional Development. Application forms will be made available to teachers upon request in each school and online. The forms are to be submitted to the principal and program director (where appropriate) and the Superintendent. All forms must be received by the Superintendent at least ten (10) school days prior to the requested professional development day or the start of the requested professional development activity. Any request not meeting this deadline may be submitted for consideration on an individual basis, provided that the teacher demonstrates to the satisfaction of the Superintendent that there was a justifiable reason for not having complied with the deadline. The Superintendent will respond to the request by returning the form to the teacher within five (5) school days of receiving the request, indicating whether the request has been approved.

Section 5: A teacher may receive Professional Development Points (PDPs) for relicensure purposes for an activity that does not qualify for reimbursement, if the activity meets the *Recertification Guidelines for Massachusetts Educators* issued by the Massachusetts Department of Elementary and Secondary Education.

Section 6: Reimbursement for Courses:

- A. In the event that a teacher is required by the Superintendent to attend a course, the School District will pay for the cost of the teacher's attendance at such course.
- B. During each year of the Agreement, the School Committee will allocate the sum of \$30,000 to be used to reimburse bargaining unit

members for the cost of up to two (2) graduate level courses provided by an accredited college or university, provided that –

1. The course is within a roster of disciplines identified by the School Committee and is consistent with the school district's goals;
 2. The member obtains approval in advance from the Superintendent or his/her designee by no later than March 15 of the year in which the funds are to be reimbursed. (A request may be submitted after March 15, but may not be approved if there are insufficient funds available); and
 3. The member receives a grade of B- or better in the course.
- C. Course reimbursement will be distributed once per school year using the following formula: the sum of \$30,000 will be divided by the number of members who have received approval for course reimbursement in accordance with the procedures delineated in B(1), (2) and (3) above by June 1. Members who have submitted complete and timely requests with transcripts will receive reimbursement for the cost of one course, up to the amount determined by this formula, provided that the maximum amount may not exceed \$600 per course for each member.
- D. In the event that the sum of \$30,000 is not depleted as outlined above, the remaining amount of money will be divided equally among members who have submitted a complete and timely request and transcripts for reimbursement for the cost of a second course, provided that the total reimbursement to a member under this section may not exceed \$600 per course for a total of two (2) courses.
- E. In the event that the \$30,000 is not depleted for courses, the remainder may be used to reimburse bargaining unit members for registration fees at approved seminars and professional development courses leading to PDPs that are tied to the members' content area or special education/ELL relicensure requirements taken during the school year. All requests for reimbursement must be submitted by June 1 along with proof of attendance. The remainder of the money will be divided equally among the members who submit such a request.

**ARTICLE XX
TRANSFERS**

Section 1: Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1st and June 1st of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

**ARTICLE XXI
PERSONAL LEAVE**

Section 1: It is recognized that all absences by regular teachers from classrooms interrupt the educational process and must, therefore, be held to an absolute minimum.

Section 2: Three (3) days' leave with pay may be granted for personal business which could not effectively be conducted outside of school hours. In no instance shall this leave be requested so as to extend a holiday or a vacation.

Section 3:

- A. Request for such leave must be submitted in writing to the Superintendent as soon as possible and whenever possible not less than seventy-two (72) hours before the absence occurs.
- B. Bargaining unit members must notify their Principal/designee of the personal leave not less than seventy-two (72) hours before the absence occurs so that a substitute can be procured.

Section 4: If the Superintendent suspects that abuse of personal days is occurring, the Superintendent may request additional information from the member.

Section 5: Nothing in this article shall preclude the Superintendent from granting additional personal leave without pay for reason he/she deems urgent.

Section 6: Leave taken for physical examinations or clinical tests will be counted as sick leave, in accordance with Article XXV, Section 4(C) of this Agreement.

Section 7: Deductions from salary shall be made on the basis of 1/183 in calculating per diem salary for teachers who are absent without pay on personal leave.

Section 8: Teachers may convert up to three (3) unused personal days into sick days on an annual basis.

**ARTICLE XXII
CONFERENCE LEAVE**

Section 1: Time necessary for Association representatives to attend Massachusetts Teachers' Association and/or National Education Association conferences and conventions will be granted. In no instance shall the maximum number of teaching days used per year exceed fifteen (15) for any one individual and twenty-five (25) for the Association.

**ARTICLE XXIII
INFECTIOUS DISEASE LEAVE**

Section 1: Teachers will be entitled to paid leave as a result of absence caused by the teacher contracting mumps, scarlet fever, measles or chicken pox or another contagious disease for which the board of health regulations require the teacher to be absent.

Section 2: Leaves taken pursuant to Articles XXI-XXIII will be in addition to any sick leave to which the teacher is entitled.

**ARTICLE XXIV
TEMPORARY MILITARY RESERVE LEAVE**

Section 1: A maximum of seventeen (17) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay of which they receive from the State or Federal government.

**ARTICLE XXV
SICK LEAVE**

Section 1: Teachers will be entitled to twelve (12) days sick leave in each school year with unlimited accumulation. Days will be earned on the basis of 1.2 per month of service. The above may be drawn in advance up to a maximum of twelve (12) days per school year. Effective September 1, 2013, teachers will be entitled to receive fifteen (15), rather than twelve (12), sick days per year, earned on the basis of 1½ days per month, provided that this sentence shall expire at the end of the current Agreement, unless it is continued beyond that date by agreement of the parties.

Section 2: Annual Sick Leave Buyback: Employees who elect to reduce their sick leave accumulation by the number of unused sick leave days for which lump sum amounts are payable hereunder will be paid a bonus on a sliding scale as follows:

Sick Days Used	Used	Payment
0	7	\$350.00
1	6	\$300.00
2	5	\$250.00
3	4	\$200.00
4	3	\$150.00
5	2	\$100.00
6	1	\$ 50.00

Payment will be made by the School Committee in its discretion in June of the fiscal year in which the school days involved were calculated or in the next July.

This section shall be ineffective as of September 1, 2013, provided that it shall become effective again, if the parties do not agree to continue the increased accrual of sick leave for bargaining unit members provided for in the last sentence of Section 1 of this article.

Section 3: In the event a teacher borrows sick leave in advance as provided in this section and retires or resigns from the Melrose school system prior to actually earning such leave as provided above, the teacher agrees to pay back the amount used but unearned multiplied by 1/183 of his/her annual basic salary, said amount to be set off from his/her final paycheck (or to be reimbursed to the City directly if funds are not available in the final paycheck).

Section 4: In addition to personal illness or injury, sick leave may be utilized for the following purposes:

- A. A maximum of twelve (12) days per school year for an illness in the immediate family. A member will not be entitled to paid sick days from the sick leave bank for this purpose.
- B. Any other reason approved by the Superintendent.
- C. Leave taken for physical examination or clinical test.

Section 5: In instances where there is a loss of pay resulting from absence, the daily rate for deduction will be 1/183 of the annual salary.

Section 6: A teacher new to the system must perform one (1) full day of service to be eligible for any sick leave benefits. Sick leave thereafter will be earned at 1.2 days of sick leave for each month in which he/she teaches during the school year, up to twelve (12) days, and may be utilized in accordance with Section 1, provided that during the first year of employment in the Melrose Public Schools, a new teacher may not use more paid sick leave benefits than he/she actually has accrued at the time of the leave, notwithstanding the last sentence of Section 1. In the event that a teacher is entitled to receive fifteen (15) sick days, sick leave will be earned at 1½ days of sick leave for each month in which he/she teaches during the school year, up to fifteen (15) days and may be utilized in accordance with Section 1, provided that during the first year of employment in the Melrose Public Schools, a new teacher may not use more paid sick leave benefits than he/she actually has accrued at the time of the leave, notwithstanding the last sentence of Section 1.

- Section 7:
- A. The Superintendent may require a doctor's certificate after an extended illness, after three (3) consecutive days of absence, or when sick leave use suggests a possible abuse of sick leave.
 - B. The Association acknowledges that the School Committee and the Association are subject to the provisions of the Americans with Disabilities Act regarding the right of the School Committee to ensure that employees are capable of performing their essential job functions. The Superintendent shall notify the President of the Association if there is a concern about an employee's ability to perform his or her essential job functions and the Superintendent intends to require an outside assessment of an employee, which shall be at the School District's expense. The Superintendent shall submit a list of three doctors to the bargaining unit member taking into consideration the preference(s) of the member. The member shall choose one of the three doctors.
 - C. A joint sick leave study committee will be established. This committee will operate by consensus, study the sick leave issue, and make recommendations as to the disposition of any suspected sick leave abuse.

Section 8: An annual statement will be provided each September stating the number of sick days accumulated.

Section 9: Whenever a teacher is absent from school as a result of injury arising out of and in the course of the teacher's employment, the teacher will be paid by the school system the difference between the teacher's full salary and the payments received under Massachusetts workers' compensation insurance. There will be no loss of sick days resulting from such injury.

ARTICLE XXVI SICK LEAVE BANK

Section 1: Effective for the term of this Agreement, a Sick Leave Bank will be established for use by qualified members whose sick leave accumulation is exhausted through serious prolonged illness and who require additional leave to make full recovery from an extended illness during the term of this contract.

Section 2: Each member of the bargaining unit who is eligible to participate shall submit one (1) sick day from his/her personal accumulation to the Sick Leave Bank for the term of this contract to be utilized by those who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious illness.

Section 3: Individuals shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days as of the beginning of the school year. If a person once qualifies as set forth above for participation during the term of this contract, he/she shall not have to so re-qualify during the term of this contract in cases of subsequent illnesses which would otherwise qualify for participation in this Bank. Once a unit member has qualified for the Sick Leave Bank there is no requirement to re-qualify.

Section 4: Sick Leave Bank days shall only be available after the informed employee has exhausted his/her entire personal sick leave, both annual and accumulated.

Section 5: Any sick leave granted under the provisions of this article shall expire at the end of the applicable school year for the individual involved.

Section 6: Unused Sick Leave Bank days at the conclusion of this contract, whether contributed initially under Section 2 or by any subsequent contribution, will be carried over to any successive school year.

Section 7: A. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the School Committee to serve at its discretion and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall meet and determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave:

1. adequate medical evidence of serious illness;
2. prior utilization of all eligible sick leave;
3. propriety in the use of sick leave;
4. length of service in the Melrose school system;
5. prior utilization of the sick leave bank.

B. A decision by the members of the Sick Leave Bank Committee may be reconsidered within two (2) weeks after the initial vote is taken, except that a decision may be reconsidered thereafter if the applicant produces new evidence that was not available to the applicant at the time of the initial vote. In the event of a tie vote following reconsideration, the Mayor shall cast the deciding vote. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

Section 8: No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.

Section 9: Application for benefits shall be made in writing on the appropriate application form to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.

Section 10: Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days. Compliance with this section may be waived in cases of repetition or continuance of the same related illness for which the

employee has previously qualified hereunder (for example, an attempt to return prematurely after a heart attack).

Section 11: The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) days.

Section 12: Upon completion of the initial grant, additional entitlement may be extended by the Sick Leave Bank Committee, at its discretion, upon demonstration of need by the applicant. Such extension may be based upon full or pro rata credit for additional days at the discretion of the Sick Leave Bank Committee.

Section 13: A unit member who is suffering from a catastrophic or terminal illness may use sick leave bank days up to 180 per year. In order to qualify for this benefit medical evidence must be submitted to the Superintendent or the Sick Leave Bank Committee specifically delineating the illness and treatment that requires the person to miss the entire work year. This benefit is intended to ease the financial burden of such things as prolonged medical treatment, hospitalization, and/or treatment at a rehabilitation facility.

ARTICLE XXVII ASSOCIATION LEAVE

Section 1: The School Committee agrees that up to three (3) teachers designated by the Association will, upon request, be granted a leave of absence for up to one (1) year without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from leave the teacher shall be placed on the next salary step of the salary schedule or the teacher will be granted an additional step providing the teacher worked at least ninety (90) days in the school year during which the leave commenced.

Section 2: No supervisory duties will be assigned to the President of the Association during the term of office.

ARTICLE XXVIII ACTION CORPS LEAVE

Section 1: A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Action Corps or serves as an exchange teacher and is a full-time participant in either of such programs.

**ARTICLE XXIX
MILITARY LEAVE**

Section 1: Military leave will be granted to any teacher who is inducted into 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 he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

**ARTICLE XXX
MATERNITY, PARENTAL, ADOPTIVE AND CHILD REARING LEAVE**

Section 1: A female bargaining unit member who is absent from school due to disabilities related to childbirth and recovery from childbirth shall be eligible for sick leave pursuant to Article XXV for the period of disability.

Section 2: Child Rearing Leave: A unit member who has completed one (1) year of teaching in Melrose and has taught at least ninety (90) days in the work year preceding the leave shall be eligible for a child rearing leave. Under ordinary circumstances this leave will commence timely to the birth of a child or the adoption of a child. The leave shall expire on the first work day of a school year. In no event shall the leave be extended beyond the second September following the commencement of the leave.

Section 3: The date of the anticipated return from leave pursuant to Section 2 of this article will be established with the Superintendent at the time the leave commences. In the event of unforeseen circumstances (for example, the child does not live), the member of the unit may make written application for reinstatement. Such reinstatement may be granted by the Superintendent in case of an acceptable vacancy.

Section 4: Salary Advancement: A PTS teacher returning from an extended leave under the provisions of Section 2 will be placed on the next step of the salary schedule as if he/she had been actively employed by the Melrose school system for more than one-half (½) of the work year in the school year in which the leave commenced. He/she will be assigned to a school where a vacancy for which he/she is qualified exists.

Section 5: Nothing in this article shall be construed to limit or control a teacher's right, or the Association's right at the teacher's request, if any exists, to seek sick leave pay due to any condition arising with respect to pregnancy, nor shall this article prejudice the position of either the School Committee or the

Association with respect to any such claim. If any claim is filed before an administrative agency or court with respect to sickness or disability pay with respect to pregnancy, it is agreed that the liability, if any under this contract, will not be that of the Association.

- Section 6:
- A. The School Committee will provide a bargaining unit member who has completed one (1) full year of service in the bargaining unit with up to twelve (12) weeks of continuous parental or adoptive leave to care for the member's newborn child or a newly adopted child. For purposes of this provision, parental leave is available to a father of a child or the non-birth parent of a child of a same-sex couple; adoptive leave is available to the adoptive parent, regardless of gender, of a child.
 - B. An eligible bargaining unit member may use up to forty (40) days of his/her unused sick days for parental or adoptive leave. An eligible member will not be entitled to paid sick days from the sick leave bank for parental or adoptive leave.
 - C. Parental or adoptive leave ordinarily will commence upon the birth of the child or the formal placement of the child with the bargaining unit member for adoption; however, it may be taken prior to the formal placement of the child for adoption when necessary to fulfill the legal requirements for an adoption (e.g., foreign travel).
 - D. An eligible bargaining unit member will be provided with one (1) parental or one (1) adoptive leave per birth or adoption. The number of children involved in the birth or adoption will not increase the length of parental or adoptive leave for an eligible member.
 - E. If both parents of a child are eligible for parental or adoptive leave under this provision, each bargaining unit member will be granted one-half ($\frac{1}{2}$) of the leave benefit or such other pro rata share of the benefit as they may choose.
 - F. A bargaining unit member who wishes to take leave under this provision must give notice of his/her intent to take paid parental leave or adoptive leave by filing an application with the Superintendent at least ninety (90) days prior to the expected due date of the child or the expected formal placement of the child with the adoptive parent. In the event that the adoption placement is not known ninety (90) days in advance, the member must file the application as soon as the placement date is known to him or her.

- G. Leave taken under this provision shall be considered to be leave taken under the Family and Medical Leave Act. (See Article XXXVI, Section 4(A)).

**ARTICLE XXXI
FAMILY ILLNESS LEAVE**

Section 1: A one-time leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent. However, the return from such leave must coincide with the beginning of the next succeeding school year unless it is feasible to return him/her to a teaching assignment at a different time.

**ARTICLE XXXII
PUBLIC OFFICE LEAVE**

Section 1: The School Committee will grant a leave of absence without pay or increment to any teacher to campaign for, or serve in, public office, but such leave shall be for not less than one (1) year and the return from such leave shall be at the beginning of the succeeding school year unless it is feasible and in the best interest of the school system to return him/her to a teaching assignment at a different time.

**ARTICLE XXXIII
EXTENDED ILLNESS LEAVE**

Section 1: After five (5) years of continuous employment in the Melrose school system, a teacher may be granted a leave of absence, without pay, for up to one (1) year for health reasons, it being understood that a teacher is eligible for such leave only after accumulated sick leave is exhausted. Requests for such leave must be supported by appropriate medical evidence.

Section 2: Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but in no event longer than twenty-four (24) calendar months, except that such leave beyond the close of the school year will be granted only to PTS teachers.

**ARTICLE XXXIV
BEREAVEMENT LEAVE**

Section 1: Immediate Family/Domestic Partner: In the case of a death in a bargaining unit member's immediate family (father, mother, sister, brother, spouse or child) or the death of a domestic partner, such bargaining unit member shall be granted up to five (5) days leave with pay for the purpose of attending the funeral and/or attending to family or personal matters arising as a result of such death.

Section 2: Extended Family: In the case of a death in a teacher's extended family (aunt, uncle, grandparents, in-laws), such teacher shall be granted up to three (3) days leave with pay for the purpose of attending the funeral and/or attending to family or personal matters arising as a result of such death.

**ARTICLE XXXV
RELIGIOUS HOLIDAY LEAVE**

Section 1: A bargaining unit member will be granted up to three (3) days of paid leave during the school year, when the member's absence is required for his/her religious observance. Requests for such leave must be submitted at least five (5) days in advance of the date on which such leave is to be taken.

Section 2: The parties agree to enter into a side letter of agreement, providing for the establishment of a Joint Study Committee comprised of four (4) representatives of the School Committee, four (4) representatives of the Association and up to three (3) members of the public to make a joint recommendation to the School Committee concerning religious holidays and the school calendar. The Committee will have the authority to solicit input from members of the public, including local religious leaders, in considering such issues as the need to respect religious diversity in the schools and the community in an equitable manner, the financial impact on the schools and families of providing paid or unpaid time off or closing the schools to allow for the observance of religious holidays. The Joint Study Committee will complete its work prior to December 1, 2018 and will submit its joint recommendations to the parties' respective bargaining teams for negotiations and ratification by January 30, 2019.

**ARTICLE XXXVI
OTHER LEAVES**

Section 1: Other leaves of absence without pay may be granted by the Superintendent.

Section 2: All benefits to which a teacher was entitled at the time his/her leave of absence pursuant to Articles XXIII through XXXIII commenced, including unused accumulated sick leave, except in cases of leaves of absence for illness as indicated in Article XXXIII above, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced if the position is open, or if not, to as comparable position as possible.

Section 3: All requests for extensions or renewals of any leaves under this or any other article will be applied for and answered in writing, and, if denied, reasons will be stated.

Section 4: Family and Medical Leave Procedures:

- A. Paid or unpaid leave which is provided under this Agreement shall be credited against the leave entitlement provided in the federal Family and Medical Leave Act ("FMLA"), to the extent permitted by the FMLA.
- B. An employee who takes a leave of absence under the FMLA does not forfeit any vacation, sick or personal leave that he/she had accumulated at the time of the start of the leave. An employee who is on such a leave of absence on the first official day of a school year will not be granted additional vacation, sick or personal leave for that school year unless s/he returns to active employment during that school year, at which time s/he will be granted such additional vacation, sick and personal leave as would have been granted to her/him on the first official day of the school year if s/he had been actively employed on that date.
- C. The benefit year, for purposes of FMLA leave, shall be the same benefit year that the City of Melrose uses for city employees (currently the twelve-month period measured forward from the date of the employee's first FMLA leave).
- D. While an employee is on FMLA leave, the School Committee shall continue to make its contribution toward the employee's health insurance premium, provided the employee makes timely payment of his/her contribution toward the health insurance premium.
- E. Request for such leave shall be submitted to the Superintendent or his/her designee, in writing, at least thirty (30) days prior to the start of the leave, if the need for leave is foreseeable, or with as much

notice as practicable, if the need for leave is not foreseeable, and shall state the purpose of the leave, the date of its commencement, and the anticipated date of the employee's return.

Section 5: Small Necessities Leave Procedures:

- A. Leaves under the Small Necessities Leave Act ("SNLA") will be taken in increments of one (1) hour.
- B. Employees are required to submit a request for leave in writing at least seven (7) days in advance of the date on which the leave is to commence, when foreseeable, and with as much advanced notice as practicable, when not foreseeable.
- C. Employees may use any paid leave benefits that are available for the purpose of an SNLA leave, if the leave is taken in increments of a half or an entire work day, provided that such paid leave is not inconsistent with other provisions of this Agreement (e.g., personal days before or after holidays or vacations).

**ARTICLE XXXVII
SABBATICAL LEAVE**

Section 1: Upon recommendation by the Superintendent, sabbatical leaves may be granted for study to a member of the teaching staff by the School Committee subject to the following conditions:

- A. Upon the approval of the School Committee, a teacher who has served seven (7) years full-time in the Melrose school system may be given up to a full year's leave of absence for study at three-fourths ($\frac{3}{4}$) salary.
- B. No more than two (2) members of the High School faculty and three (3) members of the Middle School faculty and elementary faculty will be granted sabbatical leaves in any one (1) year. Preference will be given to senior teachers in the granting of sabbatical leaves.
- C. 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 December 31st and action must be taken on all such requests no later than March 1st of the school year preceding the school year for which the sabbatical leave is requested.

- D. The teacher will agree to return to employment in the Melrose school system for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.
- E. In the event the teacher does not return to employment as agreed, he/she will reimburse the School Committee in full for payments made during the leave on a prorated basis.

**ARTICLE XXXVIII
RETURN FROM LEAVE**

Section 1: Notice of intent to return from leave taken under Articles XXVII through XXXVI shall be submitted in writing to the Superintendent no later than the March 15th preceding said return. The Superintendent's office shall, by February 15th, notify the teacher by mail to the last address on record that failure to adhere to the March 15th provision of this article shall be considered as a resignation by the teacher.

**ARTICLE XXXIX
SALARIES**

Section 1: Applicable salary schedules are contained in Appendix A to this Agreement. Salary increases shall be applied across-the-board on the first work day of each work year as follows:

2016-2017 work year:	1%
2017-2018 work year:	1%
2018-2019 work year:	1%

Section 2: Payment Options:

- A. Salaries are to be paid in twenty-one (21) biweekly payments commencing the second Thursday, or twenty-six (26) biweekly payments commencing the first Thursday, following Labor Day; provided that salaries for employees who commence employment on or after September 1, 2008 will be paid in twenty-six (26) biweekly payments only. Should a payment fall on a holiday or outside the regular work year, teachers will receive their paychecks on the last work day before the holiday or the last work day of the school year.
- B. Members of the bargaining unit who were employed prior to September 1, 2008 will be afforded a one-time opportunity, upon request, to change from the twenty-one (21) payment option to the

twenty-six (26) payment option. No members will be allowed to change from the twenty-six (26) payment option to the twenty-one payment option under this section.

- Section 3:
- A. Generally, full credit will be given for outside teaching experience upon initial employment up to six (6) years, and fifty percent (50%) credit will be given for over six (6) years.
 - B. Additional credit will be given upon initial employment for each year of active duty service in the United States Armed Forces, up to a maximum of four (4) years' credit. If an individual has served on active duty for more than six (6) months, but less than one (1) year, one (1) year of teaching credit will be given; otherwise partial credit will not be given.
 - C. Teachers with previous teaching experience in the Melrose school system will, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience and military experience up to the maximums set forth in Section 3(A) above. Teachers who have not been engaged in teaching on a full-time basis upon returning to the system, will be restored to the next position on the salary schedule above that at which they left, provided that they worked at least one half (1/2) of the teachers' work year in their last year of employment. Previously accumulated unused leave days will be restored to all returning teachers who have been laid off.
 - D. Upon initial employment in the Melrose Public Schools, a teacher will be placed in the lane that corresponds to the degree and number of graduate level credits beyond the degree earned by the individual at the time that s/he begins work.
 - E. Notwithstanding any provision to the contrary in this Agreement, the Superintendent shall have the discretion to place an individual upon initial employment or reemployment in the Melrose Public Schools on the salary schedule at any step in the appropriate lane. The Superintendent shall notify each such individual and the President of the Association of the individual's placement under this provision.
- Section 4:
- A. Teachers will progress from step to step on a yearly basis with annual increases in accordance with the schedule through the first ten (10) steps provided that vitality, effectiveness in teaching and sympathetic understanding of children is maintained.

- B. Upon recommendation by the Superintendent, the School Committee may withhold a salary increment from teachers whose work fails to show professional growth.
- C. The School Committee reserves the right to deviate from the salary schedule in those individual cases where it is, in the judgment of the School Committee, deemed to be in the best interest of the system to do so. If such deviation is necessary, the President of the Association will be notified.

Section 5: **Specialists:** Special teachers for Art, Music and Physical Education are considered regular teachers and are subject to the salary schedule and to the work hours and days of classroom teachers.

Section 6: **Lane Advancement:** In recognition of added professional training that is outside of the regular work day and is directly related to their teaching field and approved by the Superintendent, bargaining unit members shall receive added annual salary in accordance with the salary schedule set forth in Appendix A if they meet all of the requirements for the higher lane.

- A. In no case will credits in excess of sixty (60) hours be granted to holders of the Bachelor's degree unless the member has earned a Master's degree nor will credits in excess of sixty (60) hours be granted to holders of a Master's degree or CAGS unless the member has earned a Doctorate degree.
- B. Course credits or PDPs will be accepted for purposes of lane advancement only if they meet the following criteria:
 - 1. The credits/PDPs must have been earned after the teacher commenced employment in the Melrose Public Schools and approved in writing in advance by the Superintendent;
 - 2. Any credits or PDPs beyond the Master's lane must have been earned after the teacher was placed in the Master's lane;
 - 3. Any credits or PDPs must have been earned for activities undertaken outside of the teacher's regular work day.
- C. Any workshop, seminar or other professional development activity that is required by the School District and is completed by a teacher outside of the teacher's regular work day, provided the district has not made time available during the work day to complete the

activity, will be recognized for purposes of lane advancement beyond the Bachelor's or Master's lane.

- D. For course credits beyond a Bachelor's or Master's degree to be recognized for purposes of lane advancement, they must be tied to the teacher's current content area or special education/ELL relicensure requirements. Courses in educational pedagogy will not be approved for purposes of lane advancement unless they are required to enable the member to become relicensed. Members must earn a grade of B- or better in approved courses, in order to receive credit for them for purposes of lane advancement, provided that in case of an extenuating circumstance, the Superintendent will review an individual member's case. (Pass/Fail courses will not be approved.)
- E. For PDPs to be recognized for purposes of lane advancement, they must meet the following conditions:
1. The PDPs must be tied to the teacher's current content area or special education/ELL relicensure requirements; and
 2. The activity must result in an observable demonstration of learning that could include a written product or other documentable product.

A teacher may receive PDPs for relicensure purposes for an activity that does not qualify for lane advancement, if the activity meets the *Recertification Guidelines for Massachusetts Educators* issued by the Massachusetts Department of Elementary and Secondary Education.

- F. Teachers who prepare and teach professional development programs for school district staff shall be paid at the rate of \$25 per hour, or shall be awarded two (2) PDPs for every one (1) hour of preparation and presentation, provided that the programs conform to the school district's goals and are approved in advance by the Superintendent. Teachers who participate in district-approved or district-sponsored professional development activities shall accrue one (1) credit for every fifteen (15) hours of participation. PDPs shall be given to participants and presenters consistent with the *Recertification Guidelines for Massachusetts Educators* promulgated by the DESE.
- G. PDPs will be granted to teachers who serve as committee members and perform committee work on Melrose Public Schools committees

(i.e., Joint Professional Development Committee, Joint Technology Committee, Curriculum Materials Working Group, but not the Joint Labor/Management Committee), provided that the committee meets more than three (3) times per year and produces a school- or district-based activity or product.

- H. Effective September 1, 2017, if a bargaining unit member anticipates becoming eligible for additional salary under this provision, s/he is required to provide the Superintendent with written notice thereof on the prescribed form by no later than November 30 of the year preceding the work year in which such increase is expected to take place, so that the increase may be provided for in the budget. This form shall be maintained on the School District's website. Additionally, a bargaining unit member is required to submit evidence of his/her additional credits and/or PDPs earned outside of the School District in the year in which they are earned, to facilitate the budget process further and to ensure that such credits and/or PDPs can be verified and considered for purposes of added salary. Written evidence from the institution at which a member completed a course or degree must be presented as soon as evidence of completion is available, but no later than August 15 of the year in which the teacher anticipates advancing to a higher lane for lane advancement at the start of the upcoming school year. Courses not completed within nine (9) months of the start of the course shall be considered void; teachers with extenuating circumstances may apply to the Superintendent for an extension of this period. Members are not required to submit evidence of their participation in a professional development activity provided by the School District; however, members are expected to follow the appropriate procedures, to be developed by the Joint Committee on Professional Development, to ensure that their participation is entered into the District's database.

Section 7: High school and middle school teachers who agree to teach a sixth class will receive an additional 1/5th salary, prorated if the assignment is for less than a full school year.

Section 8: Stipendiary Positions:

- A. Elementary Instructional Leaders: Elementary Instructional Leaders will be appointed annually by the Principals, subject to the review and approval of the Superintendent. At the option of a Principal, one Elementary Instructional Leader position may be shared by two

teachers. Elementary Instructional Leaders will serve during the regular school year and will be paid an annual stipend of \$2,500.

B. Middle School Team Leaders: Team Leaders will be appointed from each team annually by the Principal, subject to the review and approval of the Superintendent. The Team Leaders will be paid an annual stipend of \$1,350.

C. Teacher Content Leads: Teacher Content Leads will be appointed in the disciplines set forth below by the Principal of the Middle School or High School, upon the recommendation of the Director of the applicable discipline. Each Teacher Content Lead will receive a stipend as follows, depending upon whether the Teacher Content Lead will have a full or reduced teaching load:

	Stipend With Teaching Load Reduction		Stipend Without Teaching Load Reduction
6-8 ELA	\$3,400	(0.2)	\$4,900
6-8 Math	\$3,400	(0.2)	\$4,900
6-8 Science	\$3,400	(0.2)	\$4,900
6-8 Social Studies	\$3,400	(0.2)	\$4,900
9-12 ELA	\$3,500	(0.2)	\$5,000
9-12 Math	\$3,500	(0.2)	\$5,000
9-12 Science	\$3,500	(0.2)	\$5,000
9-12 Social Studies	\$3,500	(0.2)	\$5,000
K-12 Visual Arts			\$5,050
K-12 Music and Performing Arts			\$5,150
K-12 Wellness			\$5,560
6-12 Global Languages			\$5,800
6-12 Applied Science			\$5,100

Each Teacher Content Lead will be evaluated annually by the Director of the applicable discipline relative to his/her performance as a Teacher Content Lead. S/he will be evaluated by another administrator, in accordance with the definition of "evaluator" in the collective bargaining agreement, relative to his/her professional (teaching) practice, unless the Teacher Content Lead asks that the Director perform this evaluation.

- D. Special Education Team Leaders: Special Education Team Leaders will be appointed by the Principal of the Middle School or High School, upon the recommendation of the Administrator of Special Education, Secondary. Each Special Education Team Leader will receive a stipend in the amount of \$3,600, and will be relieved of one (1) teaching period per day to facilitate team meetings and to complete other responsibilities associated with the Team Leader position.

Each Special Education Team Leader will be evaluated annually by the Administrator of Special Education, Secondary relative to his/her performance as a Special Education Team Leader. S/he will be evaluated by another administrator, in accordance with the definition of "evaluator" in the collective bargaining agreement, relative to his/her professional (teaching) practice, unless the Special Education Team Leader asks that the Administrator of Special Education, Secondary perform this evaluation.

Section 9: Early Departure Incentive Payment:

- A. A teacher age fifty-five (55) or older who gives notice of departure for the purpose of retirement by December 31st preceding the next following June 30th and who actually leaves the Melrose school system as of the end of the teacher work year, but not later than said June 30th, shall receive a lump sum payment calculated by multiplying \$100 times (x):

x = the number of accumulated sick days credited to such teacher at time of retirement up to one hundred (100), minus the number of sick days used in the final teacher work year in excess of ten (10). In no event shall the incentive payment exceed ten thousand dollars (\$10,000).

Example: 160 sick days
100 x \$100 = \$10,000.00.
12 sick days used
2 x \$100 = \$200
Total payment = \$9,800.00

- B. The date such incentive is paid may be at the discretion of the School Department either in June or July of the year of retirement.

- C. As a condition of eligibility for the departure incentive payment, an applicant giving notice will be required to sign a resignation from the Melrose school system to be effective at the end of the teacher work year, which will be effective whether or not said teacher actually retires.
- D. If the School Committee includes in its proposal package for any successor agreement a proposal to modify or discontinue this early departure incentive, the successor agreement shall not be settled until the parties reach mutual agreement on this matter. Applications for departure incentive filed after the expiration date of the contract in force at the time the above proposal is made will be processed in accordance with the terms of the successor agreement.

Section 10: In the event that a bargaining unit member dies while an employee of the Melrose school system, the unit member's estate shall exchange the unit member's sick leave at the rate of one hundred dollars (\$100) per day up to a maximum of fifty (50) days.

Section 11: Longevity:

- A. Longevity payments shall be as follows:

<u>12 years</u>	<u>16 years</u>	<u>20 years</u>	<u>24 years</u>	<u>28 years</u>	<u>32 years</u>
\$300	\$1,100	\$1,400	\$2,100	\$2,600	\$2,800

- B. Effective September 1, 2017, longevity payments shall be as follows:

<u>11 years</u>	<u>15 years</u>	<u>19 years</u>	<u>23 years</u>	<u>27 years</u>	<u>30 years</u>
\$400	\$1,200	\$1,500	\$2,100	\$2,600	\$2,900

- C. Longevity increments are effective at the beginning of the respective years of continuous service cited above.

Section 12: A. Teachers employed by the Melrose school system will receive a salary increase of \$750 in their final year of active employment prior to retirement under the teachers' retirement act.

- B. Notice of intention to retire under this provision will be submitted as early as possible in order that the appropriate salary adjustment may be made for the entire year. This is in lieu of, and not in addition to,

Sections 9 (Early Departure Incentive Payment) and 11 (Longevity) of this article.

Section 13: Senior Teacher Salary Increase: An employee who is forty-five (45) years of age or older, is on the top step of the salary schedule set forth in Appendix A (i.e., has completed at least ten (10) years of service as a bargaining unit member) and has at least one hundred (100) days of accrued, unused sick leave may elect to receive an additional one thousand dollars (\$1,000) per year in base salary for a period of up to ten (10) years (not cumulative, up to a total of ten thousand dollars (\$10,000)) in recognition of his/her years of service to the profession. If an employee who receives this Senior Teacher Salary Increase also is eligible for a departure incentive payment under Section 9 of this article, the amount of such departure incentive payment will be reduced by the amount of the Senior Teacher Salary Increase paid to such employee.

Section 14: Tuition Waiver Benefit: Children of professional employees shall be allowed to attend a regular education program in the Melrose Public Schools on a tuition-free basis with the cost of any special services to be paid for by the parents, provided that this benefit shall not apply to programs for which Melrose residents are charged tuition, such as the preschool program, and provided further that the admission of children to the Melrose Public Schools is subject to the availability of space and, if admission is sought after the start of a school year, the discretion of the Superintendent.

Section 15: The School Committee will provide bargaining unit members with access to Cafeteria Benefits plan, provided that such benefits are made available to employees by the City of Melrose.

ARTICLE XL EXTRACURRICULAR ACTIVITIES

Section 1: Extracurricular, athletic duties and services shall be compensated in accordance with the provisions of Appendix B and Section 3 below. The enumeration of said positions or types of extracurricular services and duties as set forth in that schedule neither means that the School Committee must continue these in existence nor is intended to exclude payment for any other extracurricular duties not specifically included therein.

Section 2: Appointments to the duties and positions listed in Appendix B are subject to annual reappointment by the Superintendent. At the sole discretion of the Superintendent, the extracurricular or athletic appointment may be

terminated prior to the end of the year, if the individual's employment as a teacher is severed during that period. The termination of the individual's extracurricular or athletic appointment will not be subject to the provisions of Article VI or Article XII, Section 6 of this contract. If an individual is appointed to more than one extracurricular or athletic duty or position, and his/her appointment is terminated or not renewed for one duty or position, such termination or non-renewal will operate to terminate simultaneously the individual's appointment to the other duty(ies) or position(s), unless the Superintendent elects to continue such other appointment(s).

Section 3: The parties agree to establish a Joint Study Committee on Extracurricular and Athletic Activities comprised of two (2) representatives of the Association and two (2) representatives of the School Committee. The Joint Study Committee will be responsible for reviewing and revising Appendix B for acceptable additions and deletions on an annual basis. Additionally, the Joint Study Committee will review the stipends for athletic positions in Appendix B-2 and will submit its joint recommendations to the School Committee's and the Association's bargaining teams for negotiation and ratification during the 2016-2017 work year.

Section 4: Revise Appendix B-1 (as provided for on Attachment 4), and increase stipends on Appendix B by 1% in the 2016-2017, 2017-2018 and 2018-2019 work years.

ARTICLE XLI DURATION

Section 1: This Agreement shall continue in full force and effect from September 1, 2016 through August 31, 2019.

Section 2: If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to the 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. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

Section 3: Notice of intent of either party to enter into negotiations on a subsequent contract must be filed by October 1, 2018, and negotiations shall proceed within sixty (60) days after filing. If the School Committee and the

Association fail to reach an agreement within a reasonable time, either party may petition to the State Board of Arbitration and Conciliation to initiate mediation and fact-finding in accordance with the provisions of Massachusetts General Laws Chapter 150E.

Section 4: During this Agreement, the parties will continue to negotiate over the provisions of the Education Reform Act of 1993.

MELROSE SCHOOL COMMITTEE

MELROSE EDUCATION ASSOCIATION

By: Margaret K. Sullivan
Chairperson 4/4/17

By: Lisa Donavan 3-30-17
President

**APPENDIX A
SALARY SCHEDULES
SEPTEMBER 1, 2016 – AUGUST 31, 2017**

STEP	MA/									
	BA	BA+15	BA+30	BA+45	BA+60	MA+15	MA+30	MA+45	M+60	DR
1	45,316	45,478	45,641	45,803	49,824	49,987	51,981	52,143	52,306	54,332
2	47,339	47,501	47,663	47,826	51,852	52,014	54,306	54,469	54,631	56,581
3	49,373	49,535	49,698	49,860	54,102	54,265	56,644	56,806	56,968	59,068
4	51,399	51,562	51,724	51,887	56,360	56,523	58,982	59,144	59,307	61,560
5	54,444	54,606	54,768	54,931	59,630	59,792	62,326	62,488	62,651	65,046
6	56,469	56,631	56,794	56,956	61,890	62,052	64,660	64,822	64,984	67,518
7	58,728	58,891	59,053	59,216	64,367	64,530	67,262	67,424	67,586	70,012
8	60,985	61,148	61,310	61,473	66,852	67,014	69,853	70,015	70,178	72,708
9	63,470	63,633	63,795	63,957	69,552	69,715	72,708	72,870	73,033	75,875
10	66,584	66,746	66,909	67,071	73,046	73,208	76,293	76,455	76,617	79,511

SEPTEMBER 1, 2017 – AUGUST 31, 2018

STEP	MA/									
	BA	BA+15	BA+30	BA+45	BA+60	MA+15	MA+30	MA+45	M+60	DR
1	46,072	46,236	46,400	46,564	50,626	50,790	52,803	52,968	53,132	55,178
2	48,115	48,279	48,443	48,607	52,673	52,837	55,152	55,316	55,480	57,450
3	50,170	50,334	50,498	50,662	54,946	55,110	57,513	57,677	57,841	59,962
4	52,216	52,380	52,544	52,708	57,227	57,391	59,875	60,039	60,203	62,478
5	55,634	55,799	55,963	56,127	60,873	61,037	63,596	63,760	63,924	66,343
6	57,680	57,844	58,008	58,172	63,155	63,319	65,953	66,117	66,281	68,840
7	59,962	60,126	60,290	60,454	65,657	65,821	68,581	68,745	68,909	71,358
8	62,242	62,406	62,570	62,734	68,167	68,331	71,198	71,362	71,526	74,081
9	64,751	64,915	65,079	65,243	70,894	71,058	74,081	74,245	74,409	77,280
10	67,896	68,060	68,224	68,388	74,422	74,586	77,702	77,866	78,030	80,952

SEPTEMBER 1, 2018 – AUGUST 31, 2019

STEP	MA/									
	BA	BA+15	BA+30	BA+45	BA+60	MA+15	MA+30	MA+45	M+60	DR
1	46,836	47,001	47,167	47,333	51,435	51,601	53,635	53,800	53,966	56,033
2	48,899	49,065	49,231	49,396	53,503	53,669	56,007	56,173	56,338	58,327
3	50,974	51,140	51,306	51,471	55,799	55,964	58,391	58,557	58,723	60,864
4	53,041	53,207	53,373	53,538	58,102	58,268	60,777	60,942	61,108	63,406
5	56,772	56,937	57,103	57,269	62,062	62,228	64,812	64,978	65,144	67,587
6	58,837	59,003	59,169	59,334	64,367	64,533	67,193	67,359	67,524	70,109
7	61,142	61,308	61,474	61,639	66,895	67,060	69,847	70,013	70,178	72,653
8	63,445	63,611	63,776	63,942	69,429	69,595	72,491	72,656	72,822	75,403
9	65,979	66,145	66,311	66,477	72,184	72,350	75,403	75,569	75,734	78,634
10	69,498	69,665	69,831	69,998	76,122	76,289	79,451	79,618	79,784	82,750

**APPENDIX B-1
EXTRACURRICULAR ACTIVITIES
SEPTEMBER 1, 2016 – AUGUST 31, 2019**

Administrative	Attachment 4	FY 16-17	FY 17-18	FY 18-19
Student Council Advisor	3410	3,444.10	3,478.54	3,513.33
Senior Class Advisor*	4500	4,545.00	4,590.45	4,636.35
(*Stipend split if position is shared.)				
Junior Class Advisor**	3500	3,535.00	3,570.35	3,606.05
(**Stipend split if position is shared.)				
Sophomore Class Advisor***	2000	2,020.00	2,040.20	2,060.60
(***Stipend split if position is shared.)				
Freshman Class Advisor****	2000	2,020.00	2,040.20	2,060.60
(****Stipend split if position is shared.)				
Performing Arts				
HS Drama Director- Fall Production	4000	4,040.00	4,080.40	4,121.20
HS Drama Director- Festival	4000	4,040.00	4,080.40	4,121.20
HS Musical Director	4000	4,040.00	4,080.40	4,121.20
MS Drama Director- Spring Production	3000	3,030.00	3,060.30	3,090.90
MS Drama Director- Festival	3000	3,030.00	3,060.30	3,090.90
MS Musical Director	3000	3,030.00	3,060.30	3,090.90
HS Megatones	2000	2,020.00	2,040.20	2,060.60
HS Marching Band Director	4575	4,620.75	4,666.96	4,713.63
HS Asst. Marching Band Director	1500	1,515.00	1,530.15	1,545.45
HS Drill Designer	2860	2,888.60	2,917.49	2,946.66
HS Percussion	2150	2,171.50	2,193.22	2,215.15
HS Color Guard	2150	2,171.50	2,193.22	2,215.15
HS Jazz Band	1150	1,161.50	1,173.12	1,184.85
Elementary Band	1950	1,969.50	1,989.20	2,009.09
HS String and Viola Quartet Director	500	505.00	510.05	515.15
Elementary Orchestra	1950	1,969.50	1,989.20	2,009.09
Academic				
HS Debate	500	505.00	510.05	515.15
HS National Honor Society	1500	1,515.00	1,530.15	1,545.45
HS Robotics	1500	1,515.00	1,530.15	1,545.45
HS Imprint	2850	2,878.50	2,907.29	2,936.36
HS Thistle	1425	1,439.25	1,453.64	1,468.18
HS Yearbook	4300	4,343.00	4,386.43	4,430.29
HS Mock Trial	1250	1,262.50	1,275.13	1,287.88

HS Model UN	1500	1,515.00	1,530.15	1,545.45
HS MAAV Student Action Board	750	757.50	765.08	772.73
MS Math Counts	500	505.00	510.05	515.15
MS Math Team Coach	500	505.00	510.05	515.15
MS Mock Trial				
MS Yearbook	500	505.00	510.05	515.15
MS Student Council	500	505.00	510.05	515.15
Student Interest Clubs				
HS Environmental Awareness Club	750	757.50	765.08	772.73
HS Ski Club	500	505.00	510.05	515.15
HS Art Club	500	505.00	510.05	515.15
HS GSA Advisor	750	757.50	765.08	772.73
HS SADD Advisor	500	505.00	510.05	515.15
HS Stand Up For a Cause Club	750	757.50	765.08	772.73
HS Foreign Language- French	540	545.40	550.85	556.36
HS Foreign Language- German	540	545.40	550.85	556.36
HS Foreign Language- Italian	540	545.40	550.85	556.36
HS Foreign Language- Latin	540	545.40	550.85	556.36
HS Foreign Language- Spanish	540	545.40	550.85	556.36
HS Cultural Awareness Club	500	505.00	510.05	515.15
HS The Do The Right Thing Club	500	505.00	510.05	515.15
HS Ambassadors Program	500	505.00	510.05	515.15
HS Anime Club	500	505.00	510.05	515.15
HS Animal Rights Club	500	505.00	510.05	515.15
HS Best Buddies	500	505.00	510.05	515.15
HS Breakfast Club	500	505.00	510.05	515.15
HS Business Club	500	505.00	510.05	515.15
HS Video Club	500	505.00	510.05	515.15
HS Peer Mediation				
HS Sci-Fi Club	500	505.00	510.05	515.15
HS Strengthening and Conditioning	500	505.00	510.05	515.15
MS Art Club	250	252.50	255.03	257.58
MS Chess Club	250	252.50	255.03	257.58
MS Creative Writing Club	250	252.50	255.03	257.58
MS Gay/Straight Alliance Club	250	252.50	255.03	257.58
MS Lego Robotics Club	250	252.50	255.03	257.58
MS Scratch Club	250	252.50	255.03	257.58
MS Ski Club				
MS Social Justice Club	250	252.50	255.03	257.58
MS Green Team	250	252.50	255.03	257.58

ELEMENTARY 100-Mile Club	250	252.50	255.03	257.58
ELEMENTARY Parent/Student Book Club	250	252.50	255.03	257.58
	89220	90,112.20	91,013.32	91,923.46

**APPENDIX B-2
ATHLETIC ACTIVITIES
SEPTEMBER 1, 2016 – AUGUST 31, 2017**

2016-2017					
FALL SEASON	Step 1	Step 2	Step 3	Step 4	Step 5
Cross Country					
Head Coach	\$2,308.97	\$2,886.72	\$3,492.35	\$4,082.36	\$4,662.34
Assistant	\$1,249.58	\$1,600.92	\$1,921.02	\$2,171.97	\$2,360.46
Field Hockey					
Head Coach	\$2,753.28	\$3,603.18	\$4,325.91	\$5,115.57	\$5,899.75
Assistant - JV	\$1,491.82	\$2,012.69	\$2,533.55	\$3,066.68	\$3,586.43
Freshman	\$1,491.82	\$2,012.69	\$2,533.55	\$3,066.68	\$3,586.43
Football					
Head Coach	\$5,432.61	\$6,748.71	\$8,053.65	\$9,363.06	\$10,878.81
Assistant Varsity (2)	\$2,753.28	\$3,545.17	\$4,197.65	\$5,115.57	\$5,899.66
Junior Varsity	\$1,412.24	\$3,043.98	\$3,622.84	\$4,139.24	\$4,662.34
Sophomore	\$1,412.24	\$3,043.98	\$3,622.84	\$4,139.24	\$4,662.34
Freshman (2)	\$1,412.24	\$3,043.98	\$3,622.84	\$4,139.24	\$4,662.34
Golf					
Head Coach	\$2,567.73	\$3,088.60	\$3,609.46	\$3,540.31	\$4,662.34
Boys Soccer					
Head Coach	\$3,278.61	\$4,070.50	\$4,847.89	\$5,640.90	\$5,899.66
Assistant - JV	\$1,491.82	\$2,012.69	\$2,533.55	\$3,066.68	\$3,586.43
Freshman	\$1,491.82	\$2,012.69	\$2,533.55	\$3,066.68	\$3,586.43
Girls Soccer					
Head Coach	\$3,278.61	\$4,070.50	\$4,847.89	\$5,640.90	\$5,899.66

Assistant - JV	\$1,491.82	\$2,012.69	\$2,533.55	\$3,066.68	\$3,586.43
Freshman	\$1,491.82	\$2,012.69	\$2,533.55	\$3,066.68	\$3,586.43
Girls Swimming					
Head Coach	\$2,407.03	\$3,420.88	\$4,439.18	\$5,441.88	\$6,457.95
Assistant	\$1,412.24	\$3,043.98	\$3,622.84	\$4,139.24	\$4,662.34
Volleyball					
Head Coach	\$2,567.73	\$3,088.60	\$3,609.46	\$4,142.92	\$4,662.34
Assistant	\$2,011.57	\$2,399.71	\$2,792.31	\$3,191.60	\$3,586.43
Cheerleading					
Football	\$856.33	\$999.08	\$1,118.42	\$1,258.95	\$1,391.68
Soccer	\$856.33	\$999.08	\$1,118.42	\$1,258.95	\$1,391.68
WINTER SEASON					
Boys Basketball					
Head Coach	\$3,138.41	\$4,237.02	\$5,360.17	\$6,473.28	\$7,585.27
Assistant	\$2,294.37	\$3,013.76	\$3,736.50	\$4,384.51	\$5,176.40
Freshman	\$1,432.82	\$2,153.33	\$3,266.44	\$3,583.20	\$4,303.70
Girls Basketball					
Head Coach	\$3,138.41	\$4,237.02	\$5,360.17	\$6,473.28	\$7,585.27
Assistant	\$2,294.37	\$3,013.76	\$3,736.50	\$4,384.51	\$5,176.40
Freshman	\$1,432.82	\$2,153.33	\$3,266.44	\$3,583.20	\$4,303.70
Gymnastics					
Head Coach	\$2,567.73	\$3,088.60	\$3,609.46	\$4,142.93	\$4,662.34

Hockey					
Head Coach	\$3,026.88	\$4,125.49	\$5,248.64	\$6,473.28	\$7,585.27
Assistant	\$2,294.37	\$2,963.26	\$3,736.50	\$4,453.67	\$5,176.40
JV	\$2,050.21	\$2,708.26	\$3,361.86	\$4,023.25	\$4,662.34
Indoor Track					
Head Coach	\$2,353.93	\$3,148.05	\$3,926.56	\$5,054.16	\$5,499.19
Assistants (2)	\$2,011.57	\$2,399.71	\$2,792.31	\$3,191.60	\$3,586.43
Boys Swimming					
Head Coach	\$2,407.03	\$3,420.88	\$4,439.18	\$5,441.88	\$6,457.95
Wrestling					
Head Coach	\$2,407.07	\$3,420.88	\$4,439.18	\$5,441.88	\$6,457.95
Assistant	\$1,412.24	\$3,043.98	\$3,622.84	\$4,139.24	\$4,662.34
Cheerleading (2)					
Boys Basketball	\$856.33	\$999.08	\$1,118.42	\$1,258.95	\$1,391.68
Hockey	\$856.33	\$999.08	\$1,118.42	\$1,258.95	\$1,391.68
SPRING SEASON					
Baseball					
Head Coach	\$2,753.28	\$3,603.18	\$4,325.91	\$5,115.57	\$5,899.75
Assistant - JV	\$2,098.13	\$2,557.65	\$3,017.17	\$3,468.27	\$3,929.52
Freshman	\$2,098.13	\$2,557.65	\$3,017.17	\$3,468.27	\$3,929.52
Boys Lacrosse					
Head Coach	\$2,353.93	\$3,148.05	\$3,926.56	\$5,054.16	\$5,499.19
Girls Lacrosse					
Head Coach	\$2,353.93	\$3,148.05	\$3,926.56	\$5,054.16	\$5,499.19

Boys Outdoor Track					
Head Coach	\$2,492.30	\$3,342.18	\$4,207.69	\$5,055.34	\$5,899.75
Assistant	\$1,576.16	\$2,153.90	\$2,759.52	\$3,349.54	\$3,929.52
Girls Outdoor Track					
Head Coach	\$2,492.30	\$3,342.18	\$4,207.69	\$5,055.34	\$5,899.75
Assistant	\$1,576.16	\$2,153.90	\$2,759.52	\$3,349.54	\$3,929.52
Softball					
Head Coach	\$2,753.28	\$3,603.18	\$4,325.91	\$5,115.57	\$5,899.75
Assistant - JV	\$2,098.13	\$2,557.65	\$3,017.17	\$3,468.27	\$3,929.52
Freshman	\$2,098.13	\$2,557.65	\$3,017.17	\$3,468.27	\$3,929.52
Boys Tennis					
Head Coach	\$2,308.97	\$2,886.72	\$3,457.78	\$4,082.36	\$4,662.34
Girls Tennis					
Head Coach	\$2,308.97	\$2,886.72	\$3,457.78	\$4,082.36	\$4,662.34
Assistant Coach	\$1,249.58	\$1,600.92	\$1,902.00	\$2,171.97	\$2,360.46
YEAR ROUND POSITIONS					
Equipment Manager	\$3,383.27	\$4,481.88	\$5,549.53	\$6,829.67	\$7,948.79
Faculty Manager	\$2,473.67	\$3,193.06	\$3,877.04	\$4,632.97	\$5,355.71
Intramurals	\$1,282.01	\$1,802.88	\$2,300.74	\$2,856.88	\$3,439.88
Trainer					\$19,877.35

APPENDIX C EVALUATIONS

1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c. 71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.;

The regulatory purposes of evaluation include the following:

- 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,
- ii. To provide a record of facts and assessments for personnel decisions;

In addition to the foregoing, The Melrose Public School purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

The parties agree that formative assessments, formative evaluations, improvement plans and summative evaluations shall be maintained as part of an educator's personnel file.

2. Definitions

Artifacts of Professional Practice: Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

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.

Classroom teacher: Educators who teach pre-K-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, and additional evidence relevant to one (1) or more standards of effective teaching practice.

District-Determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum 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, district-developed pre- and post-unit and course assessments, and capstone projects. These measures shall be referred to the Labor/Management Committee for discussion and then locally bargained by the parties.

Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

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 (4) types of Educator Plans:

Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one (1) school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment (i.e., teaching under a different license, teaching in a new discipline, teaching at an elementary level that is three (3) or more grades different than the teacher's more recent assignment or teaching in a new building.) The Educator shall be evaluated at least annually.

Self-Directed Growth Plan shall mean a plan developed by the Educator for one (1) or two (2) school years for Educators with PTS who are rated Proficient or Exemplary.

- For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two (2) years.
- For Educators whose impact on student learning is low, the Educator Plan shall be for one (1) year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.

Directed Growth Plan shall mean a plan of one (1) school year or less for Educators with PTS who are rated Needs Improvement. Directed Growth Plans will be developed by the Educator and the Evaluator and will be of one (1) school year or less. There shall be a Summative Evaluation at the end of the period determined by the plan and if the Educator does not receive a Proficient rating he or she shall be rated Unsatisfactory and shall be placed on an improvement plan or shall continue for another year on a Directed Growth Plan at the discretion of the Evaluator.

Improvement Plan shall mean a plan for Educators with PTS who are rated unsatisfactory. The plan shall consist of goals specific to improving the Educator's unsatisfactory performance. Improvement Plans will be developed by the Educator and the Evaluator and will be made for not less than forty-five (45) school days and no more than one (1) school year. In those cases where an Educator is rated

Unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the Plan.

ESE: The Massachusetts Department of Elementary and Secondary Education.

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 “”) and to assess total job effectiveness and to make personnel decisions (the “Summative Evaluation”).

Evaluator: Any building, department or district administrator who is appropriately licensed and designated by the Superintendent who has 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 (1) Primary Evaluator at any one (1) time responsible for determining performance ratings.

- The Primary Evaluator will determine the Educator’s performance ratings and evaluation.
- The Supervising Evaluator will oversee the evaluation process of the Educator and will make recommendations to the Primary Evaluator. The Supervising Evaluator may be the Primary Evaluator.
- The Contributing Evaluator will conduct an additional observation(s) in accordance with this Agreement at the request of either the Educator or the Evaluator.

Teaching Staff Assigned to More Than One (1) Building: Each Educator who is assigned to more than one (1) 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 Evaluator will be.

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. A list of Evaluators and the Educators who are assigned to evaluate each of them will be provided within the first week of school each year.

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) Evaluation; and 5) Summative Evaluation.

Experienced Educator: An Educator with Professional Teacher Status (PTS).

Family: Includes students’ parents, legal guardians, foster parents, or primary caregivers.

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.

Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a two-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.

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 a team of educators, departments, or other groups of Educators who have the same role. Team goals may be developed for Educators teaching similar grade-levels or subject-areas that are related around a goal.

Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

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 gain scores on the Massachusetts English Proficiency Assessment (MEPA) or gain scores on comparable assessments for English Language Learners. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2013. The ongoing work on district-determined measures shall be referred to the Labor/Management Committee.

Observation: A data gathering process specifically undertaken pursuant to this Agreement that includes notes and "proposals" (which "proposals" will be shared with the Educator) made during one (1) or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. No photography, videotaping, or audio-taping shall be permitted without mutual agreement. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

Parties: The Melrose Education Association and the Melrose School Committee are the parties to this agreement.

Performance Rating: Describes the Educator's performance on each performance standard, and the overall evaluation. There shall be four (4) performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or the overall evaluation. 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 the overall evaluation. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of Needs Improvement, or the Educator's performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

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.

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

Rating of Educator Impact on Student Learning: A rating of high, moderate, or low based on trends and patterns of student learning, growth and achievement. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth, and achievement, using guidance and model contract language from ESE.

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 (4) performance standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

Educators will be encouraged to submit artifacts of their proficiency, and Evaluators will be required to consider the submitted artifacts in their evaluations of Educators.

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 (4) levels of performance for each element

Self-assessment: The evaluation cycle shall include a self-assessment addressing performance standards. The Educator shall provide such information, in the form of self-assessment, by October 1 to the Evaluator at the point of goal setting and plan development. The Educator shall assist in collecting data that constitutes evidence of performance and student learning, growth and achievement. The Evaluator shall use evidence of Educator performance and impact on student learning, growth and achievement to set the goal with the Educator, based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The Summative Evaluation includes the Evaluator's judgments of the Educator's performance against performance standards and the Educator's attainment of goals set forth in the Educator's Plan. The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores shall not be the sole basis for a Summative Evaluation rating. To be rated Proficient overall, an Educator shall have been rated Proficient or higher on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the four (4) standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts General Laws.

Superintendent: The person employed by the School Committee pursuant to M.G.L. c. 71 §59. The Superintendent is responsible for the implementation of 603 CMR 35.00.

Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d). Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

Trends in student learning: During the first reporting period, unless such reporting period is after the 2015-2016 school year, at least two (2) years of data from the locally-bargained measures and state assessments used in determining the Educator's rating on

impact on student learning as high, moderate, or low, and thereafter, at least three (3) years of data from the locally-bargained measures and state assessments.

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:

- Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
- Statewide growth measure(s) where available, including the MCAS Student Growth percentile, gain scores on the MEPA or comparable assessment for English Language Learners, other locally bargained measures of student learning related to the Massachusetts Curriculum Frameworks and locally bargained measures that are comparable across grades and/or subjects district-wide.
- Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be locally-bargained. The measures shall be based on the Educator's role and responsibility.

B. Judgments based on observations and artifacts of practice including but not limited to:

- Unannounced observations of practice
- Announced observations of practice
- Examination of Educator work products submitted by the Educator or requested by the Evaluator within two (2) weeks of the observation
- Examination of student work products submitted by the Educator or requested by the Evaluator within two (2) weeks of the observation
- Evidence of progress toward professional practice goal(s) submitted by the Educator or requested by the Evaluator within two (2) weeks of the observation
- Evidence of progress toward student learning outcomes goal(s) submitted by the Educator or requested by the Evaluator within ten (10) school days of the observation

- C. Evidence relevant to one (1) or more performance standards, compiled and presented *by the Educator* or obtained by the Evaluator including but not limited to:
 - Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plans, and contributions to the school community and professional culture
 - Evidence of active outreach to and engagement with families
- D. Student and Staff Feedback – see #23-24, below
- E. 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.
- F. An evaluator may request that an educator provide additional targeted and specific evidence, if the evaluator determines that such evidence is necessary to enable the evaluator to assess the educator’s progress towards goals and/or performance on the four standards.

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. Those rubrics are attached to this Agreement.

5. Evaluation Cycle: Training

- A. Prior to the implementation of each new phase of the new evaluation process contained in this article, the district shall arrange training for all Educators, Principals, and other Evaluators that outlines the components of the new evaluation process. The district through the Superintendent and the Labor/Management Committee shall determine the type and quality of training based on guidance provided by DESE.
- B. By October 1 each Educator shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the Superintendent or Principal, providing that the Educator has been provided with professional development on self-assessment and goal setting at least five (5) school days prior to this date. (An Educator who has received at least one (1) Summative Evaluation shall not be required to complete this professional development activity on self-assessment and goal setting.) Any Educator hired after the October 1 date who has not previously completed such an activity shall complete such a professional learning activity about self-assessment and goal-setting within four (4) weeks of the date of hire. The Superintendent shall work with the Labor/Management Committee to determine the most effective means to provide this training.

6. Evaluation Cycle: Annual Orientation

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 and provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- ii. Provide Educators hired after the beginning of the school year with an overview of the evaluation process, including goal setting and the Educator Plans, and with directions for obtaining a copy of the forms used by the district.
- iii. Identify district and school goals and priorities, as well as professional development opportunities related to those goals and priorities.
- iv. Provide all new Educators with training in the district Educator Evaluation model as part of the teacher induction program.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1 or within two (2) months of the start of his/her employment at the school (providing that the Educator has been provided with the professional development referenced in 5(B) or previously has received a Summative Evaluation).
- ii. The self-assessment includes:
 - An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
 - An assessment of practice against each of the four (4) performance standards of effective practice using the district's rubric.
 - Proposed goals to pursue:
 - At least one (1) goal directly related to improving the Educator's own professional practice.
 - At least one (1) goal directly related to improving student learning.

B. Proposing the Goals

- i. Educators must consider goals for grade-level, subject-area, or department teams, or for other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1 (or within four (4) weeks of the Educator's first day of employment if the Educator begins employment after September 15 and providing that the Educator has been provided with the professional development referenced in 5(B)) 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 year of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv. For Educators with PTS and overall ratings of Proficient or Exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of Needs Improvement or Unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade-level, subject-area or department team goals.
- vi. Educator goals must be linked to school and district 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 (1) goal related to the improvement of practice and one (1) 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 similar roles and/or responsibilities.
- 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.

Evaluators and Educators may consider team goals. The district will provide Educators with school and district goals. The Evaluator retains authority over goals to be included in an Educator's Plan.

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

- Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15 of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15 or within six (6) weeks of the start of their assignment in that school.
- 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, subject area or department goals.
- For Educators with PTS with ratings of Proficient or Exemplary, the professional practice goal may be a team goal. In addition, these Educators may include professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

D. The Evaluator shall complete the Educator Plan by November 1. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response within ten (10) school days of its receipt. 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 and Educators with PTS in New Assignments (See page 2 above)

In the first year of practice for an Educator without PTS, or at the discretion of the Evaluator, for an Educator with PTS in a new assignment:

- The Educator shall have at least two (2) announced observations during the school year, one (1) before January 31st and one (1) between January 31 and May 15, using the protocol described in section 11B, below.

- The Educator shall have at least three (3) unannounced observations spaced over the school year.

In the second and third years of practice:

- The Educator shall have at least one (1) announced observation during the school year.
- The Educator shall have at least four (4) unannounced observations spaced over 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 will have at least one (1) unannounced observation during the evaluation cycle.
- B. The Educator whose overall rating is Needs Improvement must be observed according to the Directed Growth Plan. The Plan will include two (2) announced observations, one (1) before January 31 and one (1) between January 31 and May 15. The Educator shall have a total of at least three (3) unannounced observations spaced over the school year.
- C. The Educator whose overall rating is Unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The Educator will have at least four (4) unannounced observations, at least one (1) per marking period. The Educator will have two (2) announced observations, one (1) before January 31, and one (1) between January 31 and May 15. For Improvement Plans of six (6) months or fewer, there must be no less than one (1) announced and two (2) unannounced observations.

11. Observations

Once the Educator's goal has been signed by the Evaluator, the first observation of the Educator may take place, but in no event will the first observation take place later than November 1 unless the Educator is on a Self-Directed Growth Plan. Observations required by the Educator Plan should be completed by three (3) weeks prior to the end of the school year, unless otherwise agreed to by the Evaluator and the Educator. The Evaluator may conduct additional observations after this date.

The Evaluator is not required or expected to review all the indicators in a rubric during an observation. However, an effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

- A. Unannounced Observations: All unannounced observations shall be conducted according to the following:

- i. The Evaluator shall observe the Educator for a minimum of ten (10) minutes.
- ii. The Educator will be provided with feedback, both verbally and in writing, on the agreed upon format, from the Evaluator within five (5) school days of the observation. The Educator and the Evaluator will meet to discuss the observation. The meeting may occur before or after the Educator receives written feedback. If the meeting is not held before the Educator receives written feedback, then the meeting will be held as soon as practicable after the written feedback is provided.
- iii. Any observation or series of observations resulting in one (1) or more standards judged to be Unsatisfactory or Needs Improvement for the first time must be followed by at least one (1) announced observation of at least twenty (20) minutes in duration within twenty (20) school days. The Educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct the issues, and a time frame for the subsequent observation to demonstrate the completion of such action(s).
- iv. Any Educator who requests additional unannounced observations within reason will receive them.
- v. Any unannounced observation, which raises serious concerns, shall be brought to the attention of the Educator within two (2) school days at a post-observation conference where the Educator, the Evaluator, and an Association representative will be present.

B. Announced Observations

All non-PTS Educators in their first year of practice and PTS Educators on Directed Growth or Improvement Plans shall have two (2) announced observation(s) conducted according to the following:

- i. 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. The Evaluator shall provide the Educator with five (5) school days' notice of the observation. The observation shall be at least thirty minutes in duration.
- ii. Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
- iii. The Educator shall provide the Evaluator with 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. The template for

providing this information will be developed by the Labor/Management Committee and will be provided to the Educators and Evaluators.

- iv. 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.
 - v. Within five (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 twenty-four (24) hours if possible.
 - vi. The Evaluator shall provide the Educator with written feedback within five (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:
 - i) Describe the basis for the Evaluator's judgment.
 - ii) Describe actions the Educator should take to improve his/her performance.
 - iii) Identify support and/or resources the Educator may use in his/her improvement.
 - iv) State that the Educator is responsible for addressing the need for improvement.
 - vii. Within five (5) school days of the receipt of the written feedback, the Evaluator and the Educator shall meet for a post-observation conference. This time frame may be extended due to the unavailability on the part of the either the Evaluator or the Educator, but shall be rescheduled within twenty-four (24) hours if possible. The Educator may respond in writing to the written feedback before or after the meeting with the Evaluator but in any event will submit the response within ten (10) school days of the meeting.
 - viii. Any Educator who requests additional announced observations within reason will receive them.
- C. Walkthroughs, Instructional Rounds, and other like procedures by another name are intended to gauge the overall climate, culture, and instruction within a school, program, department, and district. These procedures entail walking into multiple classrooms in order to summarize the aggregate climate, culture, and instruction, and to discern and discuss patterns and trends observed across classrooms and building. They are not used for commenting on individual Educators. However, Educators may receive feedback if they request it or if any issues or concerns are observed.
- i. Walkthroughs are short (three (3) to five (5) minutes), informal, and focused visits for informational purposes and are not intended to evaluate the Educator.

The purpose of the walkthrough is to gather information regarding the curricular and instructional practices that are chosen and implemented.

- ii. Instructional Rounds consist of a small team of people observing a classroom for more than ten (10) minutes and up to thirty (30) minutes. The basic premise of Instructional Rounds is that people best learn about the meaning of high quality instruction by observing teachers, students, and the work students are asked to do, followed by meaningful conversation. The process is carefully designed to avoid talk of “good” or “poor” Educators, but instead focuses on what is taking place in the classroom and whether that enables students to be highly engaged in challenging work.

12. Evaluation Cycle:

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the standards and indicators of effective teaching practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of Year 1. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on performance standards and overall, or both.
- D. No less than two (2) weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator after conferring with the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator’s performances against the four (4) performance standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and

delivered face-to-face. The Evaluator should be specific in the Formative Assessment Report about the areas of performance in need of improvement.

- G. The Educator shall sign the Formative Assessment report by within five (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.
- H. The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
- 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 Evaluation 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 no later than May 15 of Year 1 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 performance, or both.
- C. Two (2) weeks prior to a mutually agreed upon date for the Formative Evaluation report, the Educators 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 (4) performance standards.
- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face. The Evaluator should be specific in the Formative Evaluation Report about the areas of performance in need of improvement.

- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet before and/or after completion of the Formative Evaluation report. If the Evaluator and the Educator meet again to discuss the Formative Evaluation report, the Evaluator and the Educator each may include an additional party in the meeting.
- F. The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
- G. The Educator shall sign the Formative Evaluation report within five (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.

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 Evaluation report must be written and provided to the Educator by May 15.
- 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 Evaluator shall determine the summative rating that the Educator receives. For an Educator whose overall performance rating is Exemplary or Proficient and whose impact on student learning is low (as determined by the negotiated measures), the Evaluator's supervisor shall discuss and review the rating with the Evaluator, and the supervisor shall confirm or revise the Educator's rating.
- D. The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores shall not be the primary basis for a Summative Evaluation rating.
- E. To be rated Proficient overall, the Educator shall have been rated Proficient or higher on the Curriculum, Planning and Assessment and the Teaching all Students standards for Educators.
- F. The Educator will provide to the Evaluator evidence of family outreach and engagement (for example, logs of calls to parents and guardians, e-mails, class websites, etc.), 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 (4) performance standards.

- G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face or to the Educator's school mailbox no later than May 1.
- I. The Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by May 15. If the Evaluator and the Educator meet again to discuss the Formative Evaluation report, the Evaluator and the Educator each may include an additional party in the meeting.
- J. The Evaluator shall meet with the Educator rated Proficient or Exemplary to discuss the Summative Evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by no later than two (2) weeks prior to the end of the school year. If the Evaluator and the Educator meet again to discuss the Formative Evaluation report, the Evaluator and the Educator each may include an additional party in the meeting.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign the final Summative Evaluation report within five (5) school days of its receipt. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the Summative Evaluation by July 15. The response shall become part of the final Summative Evaluation report.
- N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans – General

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.

The Educator Plan shall include, but is not limited to:

- At least one (1) goal related to improvement of practice tied to one (1) or more performance standard;

- At least one (1) goal for the improvement of learning, growth, and achievement of the students under the Educator's responsibility;
- An outline of actions the Educator must take to attain the goals that 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.

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 and the collective bargaining agreement between the parties.

16. Educator Plans: Developing Educator Plan

Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one (1) school year or less for an Educator without PTS, or at the discretion of an Evaluator, for an Educator with PTS in a new assignment (i.e., teaching under a different license, teaching in a new discipline, teaching at an elementary level that is three (3) or more grades different than the teacher's more recent assignment or teaching in a new building). The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

A two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of Proficient or Exemplary, and after 2015-2016 whose impact on student learning is moderate or high, when agreed upon impact on student learning data is available. A Formative Evaluation report is completed at the end of Year 1 and a Summative Evaluation report at the end of Year 2.

A one-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of Proficient or Exemplary, and after 2015-2016 whose impact on student learning is low, when agreed upon impact on student learning data is available. In this case, the Evaluator and Educator shall analyze the discrepancy between the Summative Evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. Educator Plans: Directed Growth Plan

A Directed Growth Plan is for those Educators with PTS whose overall rating is Needs Improvement. Upon the written consent of the Educator, the Association president will be informed that an Educator has been placed on a Directed Growth Plan and will be provided with the name of the Educator and the time of all meetings.

The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

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 15.

For an Educator on a Directed Growth Plan whose overall summative performance rating is at least Proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

For an Educator on a Directed Growth Plan whose overall Summative Evaluation 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, or at the discretion of the Evaluator, the Educator may continue on a Directed Growth Plan.

19. Educators Plans: Improvement Plan

An Improvement Plan is for those Educators with PTS whose overall rating is Unsatisfactory. 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 forty-five (45) school days and no more than one (1) school year. The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. In those cases where an Educator is rated Unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

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.

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.

The Improvement Plan process shall include:

- Within ten (10) 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.

- The Educator may request that a representative of the Association attend the meeting(s).
- Upon the written consent of the Educator, the Association president will be informed that an Educator has been placed on an Improvement Plan and will be provided with the name of the Educator and the time of all meetings.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- Describe the activities and work products the Educator must complete as a means of improving performance;
- Describe the assistance and resources, be they financial or otherwise, that the district will make available to the Educator;
- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle report of the relevant standard(s) and indicator(s);
- Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- Include the signatures of the Educator and Evaluator.

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.

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

All determinations below must be made no later than June 1. One (1) of three (3) decisions must be made at the conclusion of the Improvement Plan:

- 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.
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a 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.

- 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 for Non-PTS Educators or PTS Educators on Improvement or Directed Growth Plans (These dates may be modified by agreement of the parties during the term of the Agreement)

Activity:	Completed On or Before:
Superintendent, Principal or designee meets with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	
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)	January 5*
*or two (2) weeks before report date	
Evaluator should complete mid-cycle reports for Educators on one-year Educator Plans	February 1
Evaluator holds meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 15*
* or two (2) weeks before Summative Evaluation report date	
Evaluator completes Summative Evaluation report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are Proficient or Exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report within five (5) school days of receipt, and adds response, if any, by July 15	June 15

Timeline for Educators with PTS on Two-Year Plans

Activity:	Completed On or Before:
Superintendent, Principal or designee meets with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator completes unannounced observation, See Section 11 A. IV and V	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation meeting, if any	June 1 of Year 1
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. Educator adds response, if any, by July 15	June 15 of Year 2

Educators on Plans of Less than One (1) Year

The timeline for Educators on Plans of less than one (1) year will be established in the Educator Plan.

21. Advancement to PTS Status

In order to attain Professional Teacher Status, the Educator should achieve ratings of Proficient or Exemplary on each performance standard and the overall rating. A Principal considering making an employment decision that would lead to PTS for any Educator who has not been rated Proficient or Exemplary on each performance standard and the overall rating 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.

22. Rating Impact on Student Learning Growth

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

23. Using Student Feedback in Educator Evaluation

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

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. General Provisions

- A. Only building, district or department administrators who are appropriately licensed and designated by the Superintendent shall have responsibility for observation and evaluation.
- 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 to secure assistance to support an Educator.
- C. The Superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation standards and procedures established in this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall Summative Evaluation rating of Unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
- E. The parties agree that the Labor/Management Committee shall review the evaluation processes and procedures annually through the term of this Agreement and recommend adjustments to the parties, and shall discuss other parts of the evaluation process noted as needing further negotiations including the Educator Support Team proposal submitted by the Association. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F. Effective September 1, 2013, the School Committee will provide all bargaining unit members with eight (8) early release days (one per month during the months of October through May), which shall be used for the following purposes:
 - To have a common time in which to collaborate on activities that further classroom and individual student learning;
 - To generate and share resources and strategies in response to perceived needs;

- To participate in teacher-directed professional development that appeals to faculty and is aligned with district/school/departmental goals.

Early release day activities will commence two (2) hours prior to the end of the regular school day for students and will continue for the remainder of the work day. The Labor/Management Committee will develop and make recommendations regarding agendas and procedures for early release days, such as whether to establish a consistent schedule for early release days (e.g., the first Wednesday of each month) and how to modify the class schedule on such days.

- G. The parties agree that disputes regarding implementation of the evaluation processes and procedures will be brought to the Labor/Management Committee in an effort to resolve them before the grievance and arbitration procedures are invoked.
- H. Violations of this article are subject to the grievance and arbitration procedures.
- I. If required by DESE, the parties agree that the collective bargaining agreement may be reopened to bargain over educators' impact on student learning growth. In such event, the parties agree initially to attempt to satisfy the DESE requirement by measuring the impact of educators collectively within a school on student learning growth, rather than by measuring the impact of individual educators.

