



# NAHANT PUBLIC SCHOOLS

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## Side Letter of Agreement

The Nahant Teachers Association and the Nahant School Committee agree to a one year extension to the Unit A 2020-2021 Collective Bargaining Agreement for the 2021-2022 School year, a 2% increase in the teacher's salary schedule and stipends, with the following provisions:

1. Article X - A - Each teacher will add a commentary of substantive information regarding each subject on each report card.
2. The NTA will be available on or before September 15, 2021 to begin negotiations for a successor agreement.

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*Debbie C. Connell 6/18/21*  
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**AGREEMENT BETWEEN**  
**THE NAHANT TEACHERS' ASSOCIATION**  
**AND**  
**THE NAHANT SCHOOL COMMITTEE**  
**SEPTEMBER 1, 2020**  
**THRU**  
**AUGUST 31, 2021**

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## **PREAMBLE**

It is the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and receive the proper interest of the collective bargaining unit members in their rights of compensation and conditions under which they perform their duties, all with a goal of improving the educational system of the Town of Nahant. The parties acknowledge that the Committee has complete authority over policies and administration of the schools, which it exercises under the law, and that this vehicle of collective bargaining will provide the teachers with a better opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee with the goal of education.

## **ARTICLE I - RECOGNITION**

The Committee recognizes the Association as the exclusive collective bargaining representative for all certified teaching personnel, including Title I teachers, school adjustment counselors, and nurses, who are fulltime or regular certified employees of the Nahant School System and all personnel certified by the Labor Relations Commission of the Commonwealth of Massachusetts as being the bargaining unit.

## **ARTICLE II – RIGHTS OF COMMITTEE**

This instrument shall constitute the entire agreement between the parties. Except as expressly abridged or modified by a specific provision in this Agreement, the Committee (and Superintendent) reserve and retain all powers that existed prior to the execution of this Agreement. No action taken by the Committee (or Superintendent) under such powers shall be subject to the grievance or arbitration provisions of this Agreement, and no such action will be inconsistent or incompatible with or in violation of any expressed and/or specific language in this Agreement.

Subject to the provisions of this Agreement, the hours, wages, and other specific conditions of employment set forth herein, and applicable on the effective date of this Agreement will continue to be applicable for the term thereof. Nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under statutes of the Commonwealth of Massachusetts, or the rules or regulations of agencies of the Commonwealth having jurisdiction.

## **ARTICLE III – GRIEVANCE PROCEDURE**

### **Section 1.**

For the purpose of this Agreement, a grievance shall be defined as a complaint between the Committee and the Association and/or any teacher involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

### **LEVEL I**

A grievance must be presented within ten (10) school days of the time of the alleged contract violation or the date of the first knowledge of the violation and must be processed in accordance with the steps, time limits, and conditions as set forth below in this Article. The teacher shall present the grievance during nonteaching hours to the Principal who shall give an answer within ten (10) school days. If the grievance is not satisfactorily settled at this step, it may

## **LEVEL 2**

Be appealed in writing within ten (10) school days after receipt of the written answer of the Principal by the teacher to the Superintendent. The Superintendent and the teacher, and if the teacher so elects, counsel and/or an authorized representative of the Association shall meet to discuss the grievance as promptly as possible, normally within ten (10) school days. But in any event, if any person or persons are to represent the teacher at this meeting, the Superintendent will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. In case of emergency, substitutes may be named, provided the notification is given as soon as possible. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent shall give a written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

## **LEVEL 3**

Be appealed in writing within ten (10) school days after receipt of the written answer of the Superintendent by the teacher to the School Committee. The Committee or its designated representative and the teacher, and if the teacher so elects, counsel and/or an authorized representative of the Association shall meet to discuss the grievance as promptly as possible, normally within ten (10) school days or within two (2) School Committee meetings, whichever is the longer period of time, at a time designated by the chairman of the School Committee. But in any event, if any person or persons are to represent the teacher at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. In case of emergency, substitutes may be named, provided notification is given as soon as possible. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not. The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

## **LEVEL 4**

Be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Level 3. This appeal to arbitration shall be in accordance with the procedures and conditions set forth in Article IV

## **Section 2.**

Since it is important that grievances be processed as rapidly as possible, the number of days at each level should be considered maximum and every effort should be made to expedite the process. The time limit specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this amendment to the Agreement shall be submitted to the Committee under the provisions of this Article.

## **Section 3.**

A grievance not initiated within the time specified shall be deemed waived. Failure of the Association 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 Principal, Superintendent of Schools, or 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 mutual agreement of the parties.

**Section 4.**

No reprisals of any kind will be taken by the School Committee or any member of the administration against any party in interest, any school representative, any member of the Professional Ethics Committee, or any participant in the grievance procedure by reason of such participation.

**Section 5.**

All documents, communications, and reports directly dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

**Section 6.**

The School Committee will, upon request, provide the Association with any documents in its possession which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with any other available information or approved minutes of the School Committee which may be necessary for the Association to process grievances under this Agreement.

**Section 7.**

For grievances which arise just prior to the beginning of the summer vacation, the time limits set forth above will be waived and the grievance will be expedited insofar as possible, if the Superintendent has the required information available.

**ARTICLE IV - ARBITRATION**

**Section 1.**

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedures:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) school days, thereafter, upon written notice to the other, request that the American Arbitration Association provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules. The parties may by mutual agreement choose to submit more than one grievance to the same arbitrator.

**Section 2.**

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

**Section 3.**

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement; the arbitrator shall have no power to add to, subtract

from, or modify any of the terms of this Agreement. The parties have agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of the Agreement. The arbitrator shall arrive at a decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement and that evidence of past practice, past or present policy, and oral statements made during negotiations or at any time by either of the parties shall be inadmissible to prove the meaning of express language, and shall not be considered by the arbitrator.

**Section 4.**

If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability de novo applying the principles set forth in Section 3 above without according any weight to any decision on arbitrability that may have been previously made by the arbitrator and/or an administrative agency in the same case.

**Section 5.**

Subject to the limitations set forth above, the decision of the arbitrator shall be final and binding upon the parties and upon any employee affected thereby.

**ARTICLE V – SALARIES**

**A. Basic Salary Schedule**

The salary of all persons covered by this contract are set forth in Appendices A, B, & C, which are attached hereto and made part thereof:

Basic Salary Schedules shall be effective on the 8/31/2020 Appendix A Salary and stipends will be increased by 2.5% as agreed to in the 2017-2020 Collective Bargaining Agreement.

The extracurricular salaries are set forth in Appendix B.

**B. Bi-Weekly Payments**

The present method of paying teachers in bi-weekly installments will be continued for the term of this Agreement.

1. A statement will be issued in September and June that includes sick days, personal days, number used and balance of days to all teachers. Upon request, any teacher shall be given within 48 hours written notification of the number of sick days accrued by that teacher.

2. At the beginning of each school year, written notification will be given to each teacher that will include: step, salary, years of service, longevity amount, number of sick days accrued to date and personal days for that school year.

3. Teachers will be notified by the Principal and via email and interoffice mail at the beginning of each school year of the collaboratives, consortiums and professional associations of which Nahant Public Schools is a member.

**C. Summer Payroll and School Year Payroll**

Teachers shall have the option to full payment of their summer bank at the close of the school year or bi-weekly payments beginning at the close of the school year. Teachers who elect to receive their summer bank in full on the last day of school must inform the Superintendent in writing no later than May 1st. Teachers shall also have the option of receiving their full contractual salary paid during the school year in bi-weekly installments.

**D. Graduate Course Increments**

Salary increments for graduate courses and graduate degrees shall become effective at the beginning of the school year. It is the responsibility of teachers who are eligible for such an increment to notify the office of the Superintendent of their eligibility and present evidence of their successful completion of the requirements.

**E. Placement on Salary Scale**

All teachers shall be placed on the proper step of the scale in accordance with creditable years of experience allowed them at the time of entering the employ of the Nahant Public Schools. No newly hired teacher will be placed on a step higher than that which would be allowed with creditable years of experience or service.

**F. Creditable Service**

Teaching experience in public Massachusetts schools shall be considered in determining the initial salary of any person.

**G. Longevity**

Longevity payments are set forth in Appendix E. Longevity payments shall be paid in the last paycheck received during the school year of completion of the year for which the teacher has earned longevity. (Example: The first payment of longevity will be in June of a teacher's 12<sup>th</sup> year.) All Nahant Teachers' Association members hired prior to 9/1/08 are eligible for longevity. Beginning 9/1/08, any newly hired Nahant Teachers' Association members will be ineligible for longevity.

**H. Step Increments**

In order to be eligible for step and column increases a teacher must hold a current Massachusetts teaching license in the appropriate area for which they are teaching. Courses must be approved in advance by the Superintendent of Schools and must be taken at an acceptable school or acceptable institution, or school systems in the State of Massachusetts offering in-service credits to teachers. Teachers will complete an appropriate form provided by the office of the Superintendent of Schools and this form must be signed by the Superintendent of his/her designee within 1 (one) week of said form's submission. Movement from one step to another will be made only at the beginning of a new contract year in September and at no other time during the year. Courses must be submitted as completed no later than September 1st to allow movement from one step to another. Courses completed during the school year will be given credit at the next contract time for the following September.

**I. Deductible Absences**

Deductible absences which are left to the discretion of the Superintendent of Schools shall be made at the rate of 1/183 of the annual salary and shall be deducted from the gross amount of each check based on the twentysix payment plan. In cases of a school year over 180 days, deduction shall be made as a fraction thereof; e.g., 1/185, 1/200, etc.

**J. Curriculum Planning**

Curriculum planning, activity planning and professional development and/or training may take place up to 1 hour a month for a total of 10 hours during the year, in addition to the monthly faculty meetings. The 10 hours can be grouped together if teachers and Administrators agree. Beyond 10 hours, teachers will be paid the hourly rate currently at \$33.

**K. Sick Leave BuyBack**

All staff members covered by this contract serving in the Nahant Public Schools for a minimum of 15 years shall upon retirement or death receive compensation for unused accumulated sick leave at a rate of thirty-five (\$35.00) dollars per day up to a limit of two hundred (200) days.

**ARTICLE VI – PAYROLL DEDUCTIONS**

**A. Association Dues**

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

**B. Credit Union Deduction**

Teachers desiring Massachusetts Teachers Association Credit Union payments deducted from their regular paycheck may file an individual request with the payroll department of the Treasurer's Office.

**ARTICLE VII – PAID LEAVE**

**A. Sick Leave**

Teacher shall receive pay for such time as they shall be absent from duty because of personal illness for a period not to exceed fifteen (15) days in a school year. Teachers may use up to ten (10) days of their personal sick leave to care for a member of their immediate family. Family is defined as spouse, domestic partner, child, parent, sibling, grandchild, mother-in-law, or father-in-law. After an absence of five (5) consecutive days, at the request of the Principal, a doctor's note indicating an inability to work shall be provided. Upon request and with extenuating circumstances, any teacher shall be given written notification of the number of sick days accrued by that teacher. After thirty (30) consecutive school days of absence, the district may obtain a second opinion from a doctor of the district's choice at the district expense. However, the Superintendent of Schools may, after consultation with the Association President, request such requirement be met after an absence of more than ten (10) consecutive school days. Every effort shall be made to schedule medical appointments outside the school work day, but it is understood sick leave may be used for medical appointments.

1. A teacher may accumulate up to two hundred (200) unused sick leave days.
2. An individual teacher who has reached the two hundred (200) day maximum sick leave days will have at his/her disposal fifteen (15) additional sick leave days to utilize in any given year. Up to seven (7) unused sick days of the allotment beyond two hundred (200) will be paid in the last paycheck of the given school year at the rate of \$30.00 per day. Example: 7 days redeemed = \$210, 6 days redeemed = \$180, 5 days redeemed = \$150, 4 days redeemed = \$120, 3 days redeemed = \$90, 2 days redeemed = \$60, 1 day redeemed = \$30

**B. Personal Leave**

Teachers shall be eligible for three (3) days of personal leave, which shall not be deducted from sick leave. One (1) of the total fifteen (15) days annual allowance for sick leave may be used in any one (1) year for personal reasons. Consideration of that one (1) day personal leave shall be made by the Superintendent when application has been made by the teacher in writing at least five (5) days in advance of the effective date except under extraordinary circumstances. In the event the Superintendent cannot respond to said approval of one day personal leave, approval will be by the Principal. Upon approval by the Superintendent, such day shall be deducted from the annual leave, and shall not be applied to cumulative leave. At the close of each school year, three (3) unused personal days will be added to cumulative sick leave. Only three teacher personal days shall be approved for the same date. These three approvals do not include unforeseen or exigent personal day requests. The Superintendent must approve the request for Personal Leave Days that fall immediately before or after a long holiday weekend or school vacation.

**C. Educational Visiting Leave**

Any teacher, upon application to and approval by the Principal, may be absent to attend conferences and meetings or to visit schools for professional growth. Such leave shall be requested in writing at least ten (10) days in advance. A maximum of two (2) teachers per day shall be allowed, at the discretion of the Principal. Upon return, a report shall be written which is acceptable to the Principal.

**D. Association Leave**

Two (2) Association representatives shall be permitted two (2) days each to attend MTA/NEA Association conferences and conventions with the advance approval of the Superintendent. The President of the Nahant Teachers' Association shall be granted up to three (3) days leave to attend meetings, hearings, and/or sessions etc related to Association business. Said leave shall not be deducted from personal or sick leave. The NTA will reimburse the cost of the substitute.

**E. Court Leave/Jury Duty**

Teachers shall be granted leave, not to be deducted from sick or personal leave, when teacher's appearance is subpoenaed in a legal proceeding directly connected with his/her employment in the Nahant Public Schools. Evidence of required service or attendance will be provided to the Superintendent.

**F. Bereavement Leave**

Teachers will be allowed time off without loss of pay for up to five (5) working days following a death in the immediate family. The immediate family for this article shall be defined as spouse, domestic partner, child parent, sibling, grandchild, mother-in-law or father-in-law. Teachers will be permitted to take ten (10) days bereavement leave for the death of a spouse, domestic partner, child or parent, with the sixth to tenth day deducted from accrued sick leave.

Teachers will be allowed time off without loss of pay for up to two (2) working days following the death of a relative of the teacher. For this section, relative shall be defined as aunt, uncle, grandparent, daughter-in-law, son-in-law, brother-in-law, sister-in-law, niece or nephew.

**G. Armed Forces Service Leave**

Members of reserve units of the Armed Forces are expected to schedule their annual tour of duty during the school vacations. Teachers serving with the Armed Forces of the United States shall be entitled to all provisions of the General Laws of the Commonwealth of Massachusetts, Chapter 32, Section 59. Insofar as possible, the resumption of teaching duties shall be in accord with the previously held position. Teachers called under the Selective Service Laws shall progress on the salary schedule as long as they are required to remain in the Armed Forces. The Nahant School Committee shall provide retirement funds within their annual budget for such people. The Town of Nahant shall make the usual insurance contribution if the teacher involved so requests.

**H. Maternity/ Paternity/ Adoptive Leave**

Teachers who have been employed by the Nahant Public Schools for at least three (3) consecutive months may be granted a maternity/ paternity/ adoptive leave of absence. Teachers requesting such leave shall notify the Superintendent of Schools three months prior to the beginning date of leave. Such request shall contain the date of the commencement of the leave and the intended date of return. Teachers must return for the September opening of school following the birth of a child, unless the birth/adoption occurred during June, July, or August, in which case the teacher may elect (at the time of taking the leave) to return for the second September school opening following the birth/adoption of the child. Maternity leave may be compensated as sick leave to extent that the individual teacher has accumulated sick leave days. The Superintendent may require a medical examination if, in the opinion of the administration, the teacher is unable to perform to their highest teaching capacity.

**I. Religious Leave**

Teachers shall be eligible for up to three (3) religious days to be deducted from personal leave.

**ARTICLE VIII – EXTENDED UNPAID LEAVES OF ABSENCE**

**A. Request for Leave of Absence**

All requests for extended leaves will be applied for in writing.

**B. Return from Leave**

All benefits to which a teacher was entitled at the time of such leave of absence, including unused accumulated sick leave, will be restored upon return, as will be assignment to the same position which he/she held at the time said leave began, if available, or if not, to a substantially equivalent position available and if the teacher qualifies for the position.

**C. Types of Leave**

**1. Professional Service Leave**

A leave of absence of up to two (2) years will be granted to any teacher who joins the Peace Corps, Vista, the National Teacher Corps, the Commonwealth Service Corps, or who serves as an exchange teacher and is a fulltime participant in any such programs. Upon return from such leave, a teacher will be considered as if actively employed by the Committee during the leave and will be placed on the salary schedule at the level which would have been achieved if there had been no absence. If the teacher does not perform a teaching function while on such leave, the teacher will still obtain the above-mentioned benefits unless such is specifically not recommended by the Superintendent to the Committee in writing.

**2. Health Leave**

A teacher with professional status may be granted a leave of absence not to exceed one (1) year without pay or increment for health reasons. Requests for such leave will be supported by medical evidence.

**3. Health of a Family Member**

In addition, a leave of absence of up to 1 (one) year to care for family or a household member may be granted to teachers with professional status.

**4. Travel/Study Leave**

After five (5) years of continuous employment, no more than one (1) teacher in any one year may be granted a leave of absence for one (1) school year without pay or increment for travel or study. The teacher shall request leave by writing to the Superintendent no later than December 15th, of the preceeding school year.

**5. Career Exploration Leave**

The School Committee may grant requests for a one (1) year leave of absence without pay for the purpose of career explorations to a teacher with professional status. Such requests shall not be denied in an arbitrary or capricious manner. Application for such leaves shall be made by June 1st of the year preceding the commencement of leave, and notification of return to the school system shall be made by June 1st of the year preceding the commencement of the leave, and notification of return to the school system shall be made by June 1st of the year during which the leave is taken.

**6. Other Leaves of Absence**

Other leaves of absence without pay may be granted by the Superintendent of Schools upon application.

## **ARTICLE IX – SABBATICAL LEAVE**

Sabbatical leave may be granted for purposes of study, after seven (7) years of continuous service. Teachers shall be compensated on onehalf (1/2) the basic salary in effect at the commencement of the sabbatical leave. Teachers shall, by written agreement, return to their teaching position for a period of not less than three (3) years or refund the amount paid during sabbatical leave. In cases where resignation because of ill health follows the sabbatical leave, the restitution provisions do not apply.

The teacher's retirement allowance shall be deducted from the salary paid during the sabbatical leave. No more than one (1) application for sabbatical leave may be granted in one (1) year, and if more than two (2) teachers apply, consideration shall be based on seniority. Applications must be made before the fifteenth (15th) of December preceeding the September when such leave is to be effective.

## **ARTICLE X – WORKING CONDITIONS**

### **A. Work Year**

The work year for teachers covered by this salary agreement (other than new personnel who may be required to attend an orientation day) shall be 183 (one hundred eighty-three) days; 1 (one) day before school begins and 2 (two) days for pre-determined professional development, and 180 (one hundred eighty) days with students. The work year will schedule 185 (one hundred eighty-five) days for students to allow for school cancellation. Unused days beyond the State mandated requirement of 180 (one hundred eighty) days with students will be dropped at the end of said school year. Part-time teachers shall attend orientation the day before the first student day of school and a percentage of professional days equal to the percentage of their work schedule if it's their regularly scheduled work day. The principal may require up to three (3) days for new teacher orientation prior to the start of the school year.

### **B. Teacher Day**

Teachers will be in the building at 7:35 a.m. and students will enter the building at 7:50am, five (5) minutes before the start of school. Teachers will remain in the building until 2:30 p.m. Once a week each teacher shall remain after school for an additional thirty (30) minutes beyond their regular work day in order to provide extra help to students, The extra help schedule will be presented to the Principal for his/her approval.

Preschool teachers are expected to work 7:35 a.m. to noon which includes preparation time.

Teacher communication with parents and guardians is in the best interest of students and families and therefore is encouraged and expected.

### **C. DutyFree Lunch Period**

Each teacher will have a forty (40) minute duty free lunch period which includes supervising the travel of students to and from the class during the lunch period.

#### **D. Progress Report Conferences**

Evening meetings : All teachers are required to attend two (2) appropriate evening meetings from the following list:

- a. Back to school night
- b. Parent conferences
- c. K open house in the spring
- d. Pre K open house in the spring

During the progress report conference period at the end of the first marking period, each classroom teacher will be available for two (2) hours of evening conference time. Conference time is to be scheduled between the hours of 6 p.m. and 9 p.m. and is subject to the approval of the Principal. The scheduling of appointments is the responsibility of the teachers. Electronic scheduling is recommended and training will be provided by the District during PD time.

#### **E. Preparation Periods**

Every effort will be made to provide a daily preparation period for each teacher within the existing staffing. Not more than one (1) planning period per week can be used for administrative meetings, special education meetings or parent meetings.

#### **F. Vouchers**

1. When vouchers are offered by colleges to cooperating teachers, the voucher shall be offered first to the cooperating teacher. If the teacher elects not to make use of it, it will be offered to the Principal for the assignment to another teacher if the voucher is transferable. In the case wherein the studentteacher has more than one (1) co-operating teacher, the voucher will be offered first to that teacher who supervises for the greatest part of the school day and second to the cooperating teacher.
2. Student teachers' vouchers will be offered first to the cooperating teacher. If the teacher elects not to use the voucher, the Principal will offer it to another teacher.

#### **G. Teacher Assignment**

1. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such request must be submitted prior to April 15<sup>th</sup> to be considered for the next school year. Requests must be submitted each year. All requests will be acknowledged in writing within thirty (30) days of receipt of the letter of request. Teachers may request a transfer within ten (10) business days of a position being posted. Transfer requests of appropriately licensed full-time teachers evaluated as proficient or exemplary will be given every consideration. If a transfer is not granted, the principal will meet with the teacher requesting the transfer and provided a complete and reasonable explanation.
2. When teachers are transferred or assigned to another grade level involuntarily, they will be given notice on or before the last day of the school year or as soon as possible once the change has been determined.
3. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel, and adequate travel time will be provided in their schedules. Mileage for school related travel shall be reimbursed at the prevailing town rate.

4. A list of open positions in the district, including tutorial & per diem, will be posted no later than ten (10) school days after the Superintendent is notified of the vacancy. Postings will take place for ten (10) school days. Posting of stipend positions will be done annually. Qualifications for the promotional vacancies will be posted. First consideration must be given to bargaining unit members for vacant positions. Each teacher will receive an email of each posting.

5. All openings for summer school and federal programs will be adequately publicized by the Superintendent as early as possible, and teachers who have applied for such positions will be announced no later than June. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor areas of study, quality of his/her teaching performance, attendance record, and length of service in the Nahant Public Schools.

#### **H. Course Reimbursement**

Teachers will be reimbursed up to the cost of six hundred dollars (\$600.00) for courses and online courses, workshops and related materials taken in their field of specialization that enhances their teaching performance. The District budget for this reimbursement will be set at six thousand dollars (\$6,000.00) for each school year. Teachers are eligible to be reimbursed for a minimum of one (1) course per year until the funds are expended. As of June 1<sup>st</sup> in any year, if there are funds remaining after the reimbursement for the first course, funds for reimbursement for additional courses will be given to teachers who have already taken or are enrolled in a second course. For example: if there is \$1,500.00 left in the account as of June 1<sup>st</sup> and four people have been approved for a second course, the \$1,500.00 will be divided by 4 and each teacher will be awarded \$375.00. If there is money available after all teachers have been reimbursed for their first and second course, then additional courses will be reimbursed based on the remaining available funds.

#### **I. Health and Safety**

The Nahant Teachers' Association and the Nahant School Committee will collaborate with the administration in the event of an environmental and/or health issue so as to conform to the standards for health and safety in full compliance with all federal and state building codes and safety regulations.

#### **J. Professional Development Plan**

The Principal and/or Superintendent will include the Association in the development of the annual Professional Development Plan, which will include, at a minimum, knowledge based activities, skills and curriculum development training, and materials that address the instructional needs of all students at the Johnson School.

Mandated professional development will take place during ninety (90) minutes of early release time. Example trainings in the areas of: Epipen, Conflict of Interest, FERPA, Ethics, 51A overview, etc.

#### **K. Faculty Meetings**

There will be a monthly faculty meeting no more than one (1) hour in length.

## **ARTICLE XI – TEACHER EVALUATION**

### **A. Observation**

The observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be shown a copy of any evaluation report prepared by the evaluator and will sign the report for the sole purpose of signifying that the report has been read. The teacher may append a written reply to any evaluation placed in personnel file of said teacher.

### **B. Personnel File**

Members of the collective bargaining unit will have the right, upon request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Association accompany him/her during such review, and to receive a copy of anything in the file.

No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless substantiated by fact, and unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written response to such material, and his/her answer shall be attached to the file copy.

In case of a credible or serious complaint received by the Administration from a parent, student, or any person directed toward a member of the collective bargaining unit, the employee will be notified promptly. The source of the complaint, and the disposition of the complaint will be provided to the employee in writing.

No employee in the bargaining unit shall be discharged, disciplined, suspended, reprimanded, reduced in rank or compensation, transferred, re-assigned, or deprived of any professional advantage without just cause.

### **C. Evaluation Instrument**

The Educator Evaluation will be included in Appendix F and incorporated into this agreement.

## **ARTICLE XII - PROMOTIONS**

Whenever a promotional vacancy occurs during the school year which involves a position covered by this contract, the position will be adequately publicized by the Superintendent no later than ten (10) school days after notification of the vacancy. Posting will take place for a ten (10) day period. In order to be considered for any vacancy occurring during the months of July and August, a teacher must have on file with the Superintendent an application for promotion prior to the end of the regular school year.

### **ARTICLE XIII – JUST CAUSE**

No teacher shall be formally disciplined, denied an increment, denied a salary increase or discharged without just cause. This section does not apply to the re-newal or nonrenewal of teachers without professional teacher status.

### **ARTICLE XIV – SICK LEAVE BANK**

A sick leave bank shall be established as of September 1, 1982.

The sick leave bank is for members of the Nahant Teachers' Association who have contributed to the Bank, are covered by this agreement, who have exhausted their own sick leave, and have a serious illness. A member may join the Bank by signing an authorization form provided by the Association. On October 1<sup>st</sup> of each year, the Association shall notify the Superintendent of the names of the staff members participating in the Bank so that one day of sick leave may be subtracted from his or her account and credited to the Bank. The Bank shall accumulate from year to year and shall not lapse.

A Sick Leave Bank Committee shall be composed of 3 (three) members. The Sick Leave Bank Committee shall administer the Sick Leave Bank. Two (2) members of the Sick Leave Bank Committee shall be designated by the Association and the third member of the Committee will be the Superintendent. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted, and any other rules and regulations, not contrary to this Article, necessary for the proper administration of the Sick Leave Bank.

The Sick Leave Bank Committee will use the following criteria in administering the Bank and determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness
2. Proper utilization of all eligible sick leave

The initial grant of leave from the bank shall not exceed 12 (twelve) weeks or 60 (sixty) work days in accordance with the Family and Medical Leave Act, P.L. 103—3 (FMLA).

The decision of the Sick Leave Bank Committee with respect to eligibility shall be final and not subject to the grievance procedure.

### **ARTICLE XV – REDUCTION IN FORCE**

#### **A. Layoff**

In the event it becomes necessary for the Superintendent and/or Principal to reduce the number of teachers in the bargaining unit because of financial limitations, decrease in pupil enrollment, changes in curriculum or reorganization, the decision will be based upon the following criteria and no action by the committee shall be contrary to law:

1. A teacher with professional status shall not be dismissed if there is a teacher without professional status whose position the professional status teacher is qualified to fill.

2. If a layoff results in the need to dismiss a teacher with professional status, then this reduction will be based on the teacher's seniority in the Nahant Public Schools and certification.

**Effective September 1, 2016:** If a layoff results in the need to dismiss a teacher with professional status, then the reduction will be based on the following: Job performance and the best interest of the students shall be determinative. A teachers' job performance and a student's best interest shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first. This subsection will terminate August 31, 2017 unless expressly extended.

Whenever possible:

1. Staff reductions will be accomplished through attrition.
2. Any teacher affected by a reduction in staff, shall be notified no later than May 15th of the school year preceding the year in which the reduction will take place. Nothing in this article shall limit the School Committee's right to terminate any teacher under the Massachusetts State Law.

**B. Recall**

Any teacher who is laid off pursuant to this Article shall be considered to be involuntary leave of absence without pay and shall be eligible for recall for a period of two (2) years to a position for which he/she is qualified in the Nahant Public Schools. If an opening occurs during that period, the teacher will be offered the opportunity to return to work, provided that the teacher is qualified to fill that position, based upon inverse order of layoff. That is to say, the last teacher to be laid off shall be the first teacher to be called back (recalled) for any position for which he/she is qualified. Teachers shall be notified of recall via available phone numbers, e-mail, and US first class mail at their last address of record at the Office of the Superintendent of Schools. A teacher recalled shall have seven (7) calendar days to notify the Committee of his/her acceptance.

**C. Layoff Benefits**

All benefits to which a teacher was entitled to at the time his/her layoff commenced, including but not limited to professional teacher status, unused accumulated sick leave, seniority, insurance, and placement on the salary schedule, shall be returned to him/her upon recall. To the extent permitted by law, teachers shall be allowed to maintain group insurance coverage during the recall period by paying the full premium to the Town. No bargaining unit position either existing or to be created shall be filled by any individual while a qualified bargaining unit member remains on the recall list. Teachers who have been laid off shall be given preference on the substitute list, if they so desire, and will indicate in writing to the Office of the Superintendent.

**ARTICLE XVI – MAINTENANCE OF MEMBERSHIP**

All current employees of the Nahant Public Schools who are members of the Nahant Teachers Association shall remain members of the Association or pay an equivalent fee commensurate with the dues to the Association as a condition of employment. All new employees covered by

the collective bargaining agreement shall join the Association or pay an equivalent fee commensurate with the dues to the Association as a condition of employment.

**ARTICLE XVII - DURATION**

This agreement will take effect September 1, 2020 and will terminate August 31, 2021.

   
   
   
Date 

APPENDIX A- SALARY

	2020-2021		2.50%		effective 8/31/2020		
	B	B + 15	M	M + 15	M + 30 /CAGS	M + 45 /CAGS	M+ 60 /CAGS
Step 1	\$48,715	\$50,031	\$52,489	\$53,741	\$57,876	\$61,245	\$63,693
Step 2	\$51,644	\$52,972	\$55,316	\$57,413	\$60,811	\$64,180	\$66,747
Step 3	\$54,584	\$55,908	\$58,315	\$60,356	\$63,750	\$67,085	\$69,739
Step 4	\$57,516	\$58,847	\$61,255	\$63,294	\$66,684	\$70,051	\$72,854
Step 5	\$60,178	\$61,783	\$64,190	\$66,232	\$69,615	\$72,983	\$75,903
Step 6	\$63,397	\$64,716	\$67,128	\$69,162	\$72,560	\$75,928	\$78,963
Step 7	\$66,334	\$67,655	\$70,067	\$72,105	\$75,493	\$78,861	\$82,014
Step 8	\$69,265	\$70,593	\$73,000	\$75,042	\$78,431	\$81,799	\$85,072
Step 9	\$72,211	\$73,525	\$75,934	\$77,965	\$81,305	\$84,731	\$88,120
Step 10	\$75,174	\$76,464	\$78,873	\$80,914	\$84,308	\$87,676	\$91,183

2020-2021, 2.5%, Effective 8/31/2020								
STEP	B	B+15	M	M+15	M+30/CAGS	M+45/CAGS	M+60/CAGS	
Step 1	\$ 48,715	\$ 50,031	\$ 52,489	\$ 53,741	\$ 57,876	\$ 61,245	\$ 63,693	
Step 2	\$ 51,644	\$ 52,972	\$ 55,316	\$ 57,413	\$ 60,811	\$ 64,180	\$ 66,747	
Step 3	\$ 54,584	\$ 55,908	\$ 58,315	\$ 60,356	\$ 63,750	\$ 67,085	\$ 69,739	
Step 4	\$ 57,516	\$ 58,847	\$ 61,255	\$ 63,294	\$ 66,684	\$ 70,051	\$ 72,854	
Step 5	\$ 60,178	\$ 61,783	\$ 64,190	\$ 66,232	\$ 69,615	\$ 72,983	\$ 75,903	
Step 6	\$ 63,397	\$ 64,716	\$ 67,128	\$ 69,162	\$ 72,560	\$ 75,928	\$ 78,963	
Step 7	\$ 66,334	\$ 67,655	\$ 70,067	\$ 72,105	\$ 75,493	\$ 78,861	\$ 82,014	
Step 8	\$ 69,265	\$ 70,593	\$ 73,000	\$ 75,042	\$ 78,431	\$ 81,799	\$ 85,072	
Step 9	\$ 72,211	\$ 73,525	\$ 75,934	\$ 77,965	\$ 81,305	\$ 84,731	\$ 88,120	
Step 10	\$ 75,174	\$ 76,464	\$ 78,873	\$ 80,914	\$ 84,308	\$ 87,676	\$ 91,183	
2021 2022, 2%								
STEP	B	B+15	M	M+15	M+30/CAGS	M+45/CAGS	M+60/CAGS	
Step 1	\$ 49,689	\$ 51,032	\$ 53,539	\$ 54,816	\$ 59,034	\$ 62,470	\$ 64,967	
Step 2	\$ 52,677	\$ 54,031	\$ 56,422	\$ 58,561	\$ 62,027	\$ 65,464	\$ 68,082	
Step 3	\$ 55,676	\$ 57,026	\$ 59,481	\$ 61,563	\$ 65,025	\$ 68,427	\$ 71,134	
Step 4	\$ 58,666	\$ 60,024	\$ 62,480	\$ 64,560	\$ 68,018	\$ 71,452	\$ 74,311	
Step 5	\$ 61,382	\$ 63,019	\$ 65,474	\$ 67,557	\$ 71,007	\$ 74,443	\$ 77,421	
Step 6	\$ 64,665	\$ 66,010	\$ 68,471	\$ 70,545	\$ 74,011	\$ 77,447	\$ 80,542	
Step 7	\$ 67,661	\$ 69,008	\$ 71,468	\$ 73,547	\$ 77,003	\$ 80,438	\$ 83,654	
Step 8	\$ 70,650	\$ 72,005	\$ 74,460	\$ 76,543	\$ 80,000	\$ 83,435	\$ 86,773	
Step 9	\$ 73,655	\$ 74,996	\$ 77,453	\$ 79,524	\$ 82,931	\$ 86,426	\$ 89,882	
Step 10	\$ 76,677	\$ 77,993	\$ 80,450	\$ 82,532	\$ 85,994	\$ 89,430	\$ 93,007	
STIPENDS	2016 17	2017 18	2018 19	2019 2020	2020 21	2021-22 (2%)		
Student Co uncilAdvisor	\$ 938.00	\$ 952.07	\$ 971.11	\$ 992.96	\$ 1,017.79	\$ 1,038.15		
Yearbook Advisor	\$ 938.00	\$ 952.07	\$ 971.11	\$ 992.96	\$ 1,017.79	\$ 1,038.15		
Ferry Beach Chaperones (per diem)	\$ 161.00	\$ 163.42	\$ 166.68	\$ 170.43	\$ 174.69	\$ 178.18		
Community Garden	\$ 500.00	\$ 507.50	\$ 517.65	\$ 529.30	\$ 542.53	\$ 553.38		
Middle School Stipend		\$ 500.00	\$ 510.00	\$ 521.48	\$ 534.51	\$ 545.20		

APPENDIX B – STIPEND POSITIONS

			1.50%	2.00%	2.25%	2.50%
<b>Stipends</b>		<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-2020</b>	<b>2020-21</b>
Student Council Advisor		\$938	\$952.07	\$971.11	\$992.96	\$1,017.79
Yearbook Advisory		\$938	\$952.07	\$971.11	\$992.96	\$1,017.79
Ferry Beach Chaperones per diem		\$161	\$163.42	\$166.68	\$170.43	\$174.69
Community Garden		\$500	\$507.50	\$517.65	\$529.30	\$542.53
Middle School Stipend			\$500	\$510.00	\$521.48	\$534.51

APPENDIX C - LONGEVITY

	LONGEVITY		
	2014-2015	2015-2016	2016-2017
AFTER 12 YEARS	\$1,875.00	\$1,875.00	\$1,875.00
AFTER 15 YEARS	\$2,000.00	\$2,000.00	\$2,000.00
AFTER 20 YEARS	\$2,250.00	\$2,250.00	\$2,250.00
AFTER 25 YEARS	\$2,500.00	\$2,500.00	\$2,500.00
AFTER 30 YEARS	\$2,750.00	\$2,750.00	\$2,750.00
AFTER 35 YEARS	\$3,000.00	\$3,000.00	\$3,000.00

## APPENDIX D – NAHANT TEACHER EVALUATION TOOL

### 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 are:

- i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability;
- ii. To provide a record of facts and assessments for personnel decisions;

The Nahant Public School purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

### 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 special education teachers.

**Classroom teacher:** Educators who teach preK-6 whole classes, and teachers of special subjects as such as art, music, library, computer, and physical education, may also include special education teachers 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 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 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 types of Educator Plans:

**Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS). The educator shall be evaluated at least annually.

**Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

- For educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.
- For Educators whose impact on student learning is low, the Educator plan shall be for one 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 developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement. 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.

**Improvement Plan** shall mean a plan developed by the educator and the Evaluator of for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance

**DESE:** 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 "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

**Evaluator:** The building principal for general educators and Special Education Director for special education staff who are appropriately licensed and designated by the superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that the building principal and Special Education Director has training in the principles of supervision and evaluation.

**Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment ; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

**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 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

**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. Common goals can be developed by grade level or subject area teams.

**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 MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance.

**Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 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, no videotaping or audio taping shall be permitted. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

**Parties:** The Association and the 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 performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation.

- Proficient: the Educator's performance fully and consistently meets the requirements of a standard, or the overall evaluation.
- 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 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.

**Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

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)

**Rubric:** In rating educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the educator's practice at the four levels of performance. The rubric consists of:

- Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics

incorporated into this evaluation system.

- **Descriptors:** define the individual elements of each of the indicators under the standards.
- **Benchmarks:** describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks - one describing performance at each performance rating - Exemplary, Proficient, Needs Improvement and Unsatisfactory.

**Self Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. The educator shall provide such information, in the form of self-assessment, by October 1<sup>st</sup> (except for the first year when the deadline is November 1<sup>st</sup>) to the evaluator at the point of goal setting and plan development. Evaluators 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 cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an educator shall, at a minimum, have been rated Proficient 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 standards may inform personnel decisions such as re assignments, 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 and §59A. 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) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

**Trends in student learning:** At least three (3) 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.

### **3. Evidence Used In Evaluation**

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

- A.** Multiple measures of student learning, growth, and achievement, which shall include:
- i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii. Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA) and locally bargained measures of student learning comparable across grade or subject district-wide.
  - iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be locally bargained. The measures shall be based on the Educator's role and responsibility.
- B.** Observations and artifacts of practice including:
- Unannounced observations of practice
  - Announced observations of practice
  - Examination of Educator work products
  - Examination of student work products
- C.** Evidence relevant to one or more Performance Standards, including but not limited to:
- Evidence compiled and presented by the Educator, including:
    - i. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - ii. Evidence of active outreach to and engagement with families;
    - iii. Student feedback collected by the district, starting in the 2014-15 school year. On or before July 1, 2013, DESE shall identify one or more instruments for collecting

student feedback and shall publish protocols for administering the instrument(s), protecting student confidentiality and analyzing student feedback. The parties agree to bargain the protocols for collecting and analyzing student feedback.

#### **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. (DESE for now)

#### **5. Evaluation Cycle: Training**

A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE.

B. By the end of the first two professional development days of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal setting provided by the superintendent or principal. Any Educator hired after the second professional development day, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three months of the date of hire. The superintendent and the Association will work collaboratively to determine the most effective means to provide this training.

#### **6. Evaluation Cycle: Annual Orientation**

On the first professional development day of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

- i. Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. The annual orientation may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.
- iv. Provide District and School goals and priorities, as well as a list of funded professional development opportunities related to those goals and priorities.

#### **7. Evaluation Cycle: Self-Assessment**

A. Completing the Self-Assessment

1. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment within four weeks of the annual orientation or at the start of his/her employment.
2. The self-assessment includes:
  - i. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility based on set goals.
  - ii. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric .
  - iii. Proposed goals to pursue for 2013-2014 :
    - One goal directly related to improving the Educator's own professional practice.
    - One goal directly related to improving student learning.

B. Proposing the Goals

- i. Educators must consider goals for grade-level, subject-area, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing common goals. Evaluators may participate in such meetings.
- ii. For educators in their first year of practice, the Evaluator will meet with each Educator within four weeks of the Educator's first day of employment to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals, which must include mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address mentoring goals pursuant to 603 CMR 7.12, the Educator may propose common goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these educators may include individual professional practice goals and address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area common goals.

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

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22 below.
- C. Educator Plan Development Meeting 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<sup>th</sup> 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<sup>th</sup> or within six 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 or subject matter goals.
  - For educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues.
- D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The 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**

In the first three years of practice:

- A. The Educator shall have two (2) announced observations during the school year, one before January 31<sup>st</sup> and one after January 31<sup>st</sup>, using the protocol described in section 11B, below.
- B. The Educator shall have three (3) total unannounced observations, one per term, during the school year.

**10. Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators with PTS**

- A. The Educator whose overall rating is proficient or exemplary will have at least one (1) unannounced observation during the evaluation cycle. All teachers have the ability to grow as educators; the purpose of additional observations is to demonstrate growth and allows for conversation with teacher and principal about best practices around teaching and learning.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan will include two announced observations, one before January 31<sup>st</sup>, one after January 31<sup>st</sup>. The Educator shall have a total of three (3) unannounced observations, at least one per marking period.
- 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 three (3) total unannounced observations, at least one per marking period. The Educator will have at least two (2) announced observations, one before January 31<sup>st</sup>, and one after January 31<sup>st</sup>. For improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

**11. Observations**

The Evaluator's first observation of the Educator should take place by November 15, unless the Educator is on a self-directed plan. Observations required by the Educator Plan should be completed by May 15th.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

**B. Unannounced Observations**

All unannounced observations shall be conducted according to the following:

- i. The evaluator shall observe the educator at least ten (10) to fifteen (15) minutes.

ii. Upon entering the room for purposes of an unannounced observation, the evaluator will verbally inform the educator the purpose of the visit is for an unannounced observation.

iii. The Educator will be provided with written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within five (5) school days.

iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least 30 minutes in duration within 20 school days. The educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).

v. Any unannounced observation, which may result in disciplinary action, shall be brought to the attention of the educator within 48 hours at a post-observation conference where both the educator and the evaluator can be present.

### **C. Announced Observations**

All non PTS on Developing Educator Plans and PTS educators on Directed 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 observation shall be at least thirty minutes in duration.

ii. Within five (5) school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.

iii. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

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. The Evaluator shall provide the Educator with written feedback within five school days of the observation. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
- Describe the basis for the Evaluator's judgment.
  - Describe actions the Educator should take to improve his/her performance.
  - Identify support and/or resources the Educator may use in his/her improvement.
  - State that the Educator is responsible for addressing the need for improvement.
- vi. Within five (5) school days of the receipt of the written feedback, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

**D. Walkthroughs, Learning Walks, Instructional Rounds** and other like procedures by another name (herein called "walkthroughs ") are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture, and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system. However, Educators will expect to receive verbal feedback regarding any issues or concerns observed.

## 12. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to 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 take s place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan,

the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be collaboratively agreed upon by the Educator and the Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals . The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face- to-face.
- G. The Educator shall sign the Formative Assessment report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report within five (5) school days. The signature does not indicate agreement or disagreement with its contents.
- H. The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

### **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 the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and

overall, or both.

- C. No later than May 1st, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 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 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report within 5 school days. 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 report must be written and provided to the educator by May 15th.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The 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, 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 sole basis for a summative evaluation rating.
- E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

- F. No later than April 15th, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- 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 no later than May 1st.
- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 15th.
- 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 within 10 school days prior to the last day of the academic calendar.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign the final Summative Evaluation report within five (5) school days prior to the last day of the academic calendar. 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 which 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 goal related to improvement of practice tied to one or more Performance Standards;
- At least one goal for the improvement the 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.

#### **16. Educator Plans: Developing Educator Plan**

The Developing Educator Plan is for all Educators without PTS. 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 2013-2014 whose impact on student learning is moderate or high, when 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 2013-2014 whose impact on student learning is low, when 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.
- 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 15th.

- 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 performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

## **19. Educator Plans: Improvement Plan**

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 for a realistic time period sufficient to achieve the goals outlined in the improvement plan, but no fewer than 30 school days and no more than one 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.

An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

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 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).
- The Association president will be informed in writing by the Evaluator within five (5) school days of the Educator's notification that an Educator has been placed on an Improvement Plan.

The Improvement Plan shall be in writing and shall:

- i. Define the improvement goals directly related to the

performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;

- ii. Describe the activities and work products the Educator must complete as a means of improving performance;
- iii. Locate and provide the assistance/resources, be it financial or otherwise, that the district will make available to the Educator:
  - Provide financial assistance, exclusive of the contractual tuition reimbursement guidelines up to the amount of \$1,000 for courses approved in advance by the evaluator;
  - Assign a substitute teacher during teacher training;
- iv. State the measurable outcomes that will be accepted as evidence of improvement;
- v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- vi. 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 within five (5) school days. 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 of three 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, or 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 on Improvement or Directed Growth Plans**

<b>Activity:</b>	<b>Completed On or Before:</b>
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
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
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment 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
Evaluator completes and delivers Summative Evaluation	May 15

Report	
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 Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15 or the last day of school, whichever comes first

### 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	October 1
Educator submits self-assessment and proposed goals	October 15
Evaluator completes unannounced observation. See Section 11A	Any time during the 2-year evaluation cycle
Evaluator completes and delivers Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes and delivers Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2

Evaluator and Educator sign Summative Evaluation Report	June 15 or the last day of school, whichever comes first, of Year 2
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**Educators on Plans of Less than One Year**

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

**21. Career Advancement**

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<sup>st</sup>. The principal's decision is subject to review and approval by the superintendent.

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

DESE 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, provided that educators will not be assessed using student data until the measures are identified and data is available for three (3) years.

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

DESE 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**

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

**25. Transition from Existing Evaluation System**

In terms of determining who will be on-cycle during the first year of implementation, 50% of the staff will begin on year one of the evaluation cycle at the beginning of the 2013-2014 school year.

## **26. General Provisions**

- A. Only Evaluators who are licensed may serve as primary evaluators of Educators.
- B. The Evaluator shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C. The superintendent shall insure that the evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Superintendent to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator and Association may attend any such meeting.
- E. The parties agree to establish a joint labor-management evaluation team, which shall review the pilot evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F. Violations of this document are subject to the grievance and arbitration procedures.
- G. This document has been updated and effective on September 1, 2017.