

**AGREEMENT**

**Between The**

**NORTH BROOKFIELD SCHOOL COMMITTEE**

**And The**

**NORTH BROOKFIELD TEACHERS' ASSOCIATION**

**September 1, 2019 through August 31, 2022**

## PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made this First day of September, 2016, by the School Committee of the Town of North Brookfield (hereinafter sometimes referred to as the "Committee"), and the North Brookfield Teachers' Association (hereinafter sometimes referred to as the "Association").

- A. Under the laws of the Commonwealth of Massachusetts, the North Brookfield School Committee as elected by the citizens of North Brookfield has final responsibility for establishing the educational policies of the public schools of North Brookfield.
- B. Superintendent has responsibility for carrying out the policies so established.
- C. Except as specifically excluded, those articles and sections which pertain to working conditions as negotiated under the NBSC/NBTA Agreement and currently in force shall apply equally to all members of the teacher group. The term teacher and Association shall be interchangeable where appropriate and applicable.
- D. To give effect to these declarations, the following principles and procedures are hereby adopted.

AGREEMENT

Between The

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And The

NORTH BROOKFIELD TEACHERS' ASSOCIATION

THIS AGREEMENT is made and entered into on this First school day of 2019, by and between the

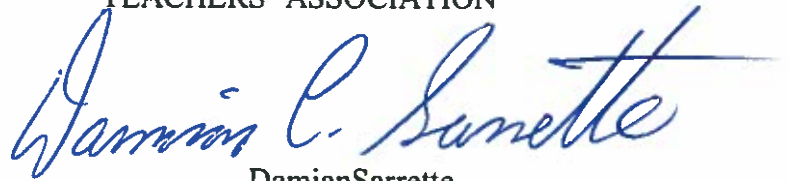
NORTH BROOKFIELD SCHOOL COMMITTEE  
and the  
NORTH BROOKFIELD TEACHERS' ASSOCIATION.

SCHOOL COMMITTEE



Maria Tucker  
Chairman

TEACHERS' ASSOCIATION



Damian Sarrette  
President

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## ARTICLE 1 - RECOGNITION

The Committee recognizes the North Brookfield Teachers' Association, an affiliate of the Massachusetts Teachers' Association and the National Education Association, as the exclusive representative for the purpose of collective bargaining under the aforementioned Chapter 150E, for the following employees:

I. All personnel employed by the School Department who hold teaching certificates under Massachusetts General laws, Chapter 71, and/or all personnel who have been assigned a position to perform school-related functions to include:

- Regularly Assigned Teachers
- Guidance Counselors
- Special Education Teachers
- Reading Specialists
- Hearing and Speech Therapists
- Occupational Therapists
- Alternative Education Teachers
- Librarians
- School Nurses (as set forth in Appendix Agreement)
- Grant Writer
- PEP Grant Director

II. And to definitely exclude from the unit are the following:

- School Superintendent
- Director of Pupil Academic Services
- Director of Buildings and Grounds
- Director of Food Services
- Principals
- All other Administrators
- School Physician, M.D.
- All Part-time (non-benefit positions)
- Substitute teachers
- Volunteers

## ARTICLE 2- MANAGEMENT RIGHTS

The Committee and the Superintendent of Schools are vested with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee or the Superintendent by statute or any rule or regulations of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee and the Superintendent retain all the powers, rights, and duties that they have by law and may exercise the same at their discretion without any such exercise being made the subject of grievance or arbitration proceeding hereunder.

## ARTICLE 3- GRIEVANCE PROCEDURE

I. Definition - a grievance is a dispute involving the meaning, interpretation, or application of any provisions of this Contract.

II. Purpose

A. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to resolve differences to the problems which may from time to time arise affecting working conditions of teachers and for the contractual rights and privileges of their professional Association.

B. Both parties agree that grievance proceedings will be kept as informal and confidential at any level of this procedure.

III. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered at maximum and every effort shall be made to expedite the process. The time limits specified may, however, be in particular circumstances reduced or extended by mutual agreement in writing. A grievance shall be deemed to have been withdrawn if it shall not have been presented or pursued within those time limits herein set forth.

Level One: A grievance may be submitted to the principal to whom the grievant is specifically assigned no later than twenty-one (21) school days from the date of the individual or Association awareness or when they should have been aware of the event leading to the grievance. The principal shall therefore meet with the grievant in an effort to settle the grievance. The principal's answer to the grievance shall be due at the end of ten (10) school days after reception of the grievance by the principal with the day of reception being counted as day one (1).

Level Two: If the grievance shall not have been disposed of to the grievant's satisfaction at Level One, the grievant, may within ten (10) school days after the principal's decision is due or the date it is received (whichever is sooner) present the grievance in writing to the Superintendent of Schools. The answer of the Superintendent shall be due at the end of ten (10) school days after the submission of the grievance to the Superintendent.

Level Three: If the dispute shall not have been disposed of to the grievant's satisfaction at Level Two, the grievant may within ten (10) school days after the Superintendent's decision was due or the date it was received (whichever is sooner) present the grievance in writing to the School Committee which shall thereafter either determine that the grievance is outside its jurisdiction, or meet with the grievant within fourteen (14) school days in an effort to settle the dispute. The School Committee's answer shall be due at the end of twenty-one (21) school days next following the submission of the grievance at Level Three. All grievances at Level Three will be held in executive session.

Level Four: If the grievance shall not have been disposed of to the satisfaction of the

grievant at Level Three, the Association may within ten (10) school days after the School Committee's answer was due or the date it was received (whichever is sooner) submit the grievance to arbitration through the American Arbitration Association in accordance with the tribunal's rules and regulations. The cost of the Arbitrator shall be shared equally by the School Committee and the Association. The Arbitrator shall have no authority to amend, add to, subtract from or modify this Agreement or establish new terms or conditions under this Agreement or make any award which is in violation of the law. At the same time that the grievance is submitted to arbitration, a copy of the demand for arbitration must be filed with the Superintendent of Schools.

#### IV. Grievance Procedure - Miscellaneous

A. All grievances shall be submitted in written form and shall be responded to in writing.

B. No written communications, documents and records relating to any grievance shall be maintained in a personal file of any employee involved in the proceedings unless it is the disposition of the grievance or the request of the grievant to do so. Any documents, communications and records dealing with the processing of a grievance will be kept in strictest confidence, and, will not be made available or referred to potential employers or others inquiring about said employee(s), but not having been a party in interest to the actual proceedings.

C. Any party in interest may be represented at all stages of the grievance procedure by a person or persons of his own choosing, except that a grievant may not be represented by a representative or an officer of any teacher organization other than that of the North Brookfield Teachers' Association and/or its parent affiliates.

D. The Committee will, upon request, make available to all parties in interest, school department records and documents in its possession necessary to the processing of any grievance.

E. Whenever possible, grievance procedures will be held after school hours, when attendance at grievance proceedings is required of an employee by the School Committee and/or its agents or by the Teachers' Association and its agents, said employee will be released from normal and assigned duties without loss of pay.

F. Any grievance initiated by the Association itself that does not directly concern the principal shall be submitted directly at Level Two (Superintendent of Schools) with a copy of said grievance submitted to the building principal. Grievances submitted directly to the Superintendent of Schools at Level Two under this paragraph shall be subject to the twenty-one (21) school day filing timeline which is normally applicable to Level One filing.

G. An Association grievance is one that is considered and voted on by the North Brookfield Teachers' Association with notification given to all parties concerned by a statement regarding the grievance. This statement will be posted in the teachers' rooms at least two (2) days prior to the meeting. During school vacation periods, an



Association grievance may be filed by vote of the Association Executive Board with notification to all affected parties.

H. After the conclusion of the school year and during the summer vacation, time limits set forth in terms of school days shall be considered to be business days.

## ARTICLE 4- WORK YEAR

- I. The work year shall consist of one hundred eighty-four (184) days as follows:
  - A. One hundred eighty-one (181) instructional days.
  - B. Three (3) full teacher professional days and four (4) half teacher professional days will be scheduled. Each half teacher professional day will include three hours and twenty minutes (3 hours & 20 minutes) of professional development activities.
  - C. The final instructional day of the school year shall be half ( $\frac{1}{2}$ ) day for students.

II. Teachers required to work additional days by the Committee, or its agents will be compensated at a per diem rate derived by dividing the teacher's effective annual salary by 184.

It is understood that guidance counselors, adjustment counselors, school psychologists, and nurses may be required to work up to three (3) additional days beyond the regular teacher work year. The specific days will be scheduled by the Principal in consultation with the employee, and, may be scheduled prior to the start of the school year, during school vacation periods, or after the end of the school year. Additional days beyond three (3) may only be approved by the Superintendent on a case-by-case basis.

III. Teachers will not be remunerated for any unauthorized absence, and an amount equal to  $\frac{1}{184}$  of the teacher's effective annual salary will be deducted for each absence so occurring. This offense may be subject to additional disciplinary action by the Committee.

IV. The yearly school calendar will include:

- A. One-half ( $\frac{1}{2}$ ) day prior to Thanksgiving recess.
- B. No school on Christmas Eve.

V. The annual school calendar will be prepared by the Superintendent of Schools and presented to the Association for their comments prior to the final approval by the School Committee.

VI. Teachers will not be required to remain in the school building when the students are sent home early as a result of an emergency situation. Teachers may be required to stay the remainder of the workday at a location where the emergency does not exist.

VII. Teachers will not be required to report to school when school is cancelled for students because of some weather or other emergency.

## ARTICLE 5 – WORK DAY

### WORKDAY PROVISIONS

The following provisions will be followed:

I. The regular teacher workday shall be six hours and forty-seven minutes (6 hours & 47 minutes), except as provided in Paragraph I. B., below and Section IV of this Article.

A. Based on the current starting and ending times of the student day, the following teacher workdays shall be in effect:

High School

7:25 a.m. – 2:12 p.m.

Elementary School

8:00 a.m. – 2:47 p.m.

Upon notice to the Association, the School Committee may make adjustments to the starting and/or ending time of the student day, but no such adjustments shall extend the length of the teacher workday.

B. Notwithstanding the foregoing, on Fridays, Tuesdays, and school days immediately preceding a school holiday or scheduled school vacation, high school teachers may leave at 2:05 p.m., and elementary teachers may leave ten (10) minutes following student dismissal time.

II. A. Except as provided below, each teacher of grades 7-12 will teach five (5) periods per day, have one (1) supervisory periods and a duty-free preparation period scheduled during the student day.

Teachers who have double block classes may have to teach the equivalent of four (4) teaching periods for one (1) semester and six (6) teaching periods for the other semester, not to exceed the maximum number of teaching periods per year.

If a rotation schedule is used, teachers will have the equivalent of thirty (30) teaching, six (6) preparation, and six (6) supervisory periods in every six (6) day cycle.

Supervisory periods may consist of a directed study defined as follows:

1. Students must be actively involved in activities that are integrated with their core subjects;

2. Directed study may be in a classroom, in a computer lab, in a media center, in a cafeteria or in similar locations;

3. Teachers will not be required to prepare for lessons, correct papers, grade papers or otherwise perform the responsibilities attendant to their teaching schedules; and

4. Teachers in a directed study will be available for student academic assistance and provide supervision to all students at the designated location; in addition, teachers may work with students on special academic subjects or projects.

B. Except as provided below, at the elementary level (K-6) each teacher will be guaranteed one (1) duty free preparation period of at least forty-five (45) minutes per day scheduled during the student day.

C. Those teachers who are considered K-12 teachers will be guaranteed a preparation period of at least forty-five (45) minutes per day. Every attempt will be made to have this period occur during the student day. Teachers having preparation periods following student dismissal will not be assigned any after school duties (including the supervision of bus students) nor will they be required to attend any meeting during this period. K-12 teachers will not teach more than six (6) periods per day, which will vary in length according to the class being taught. The following areas of instruction make up this group:

- Music
- Art
- Physical Education
- Health

D. Those teachers who are considered resource teachers will be guaranteed a preparation period during the student day. These instructional periods could vary in length according to the student/students being taught. The following areas of instruction make up this group:

- Special Ed: Resource teachers
- Chapter I: Reading/Math teachers
- Regular Ed: Resource teachers

III. All teachers will have a twenty-five (25) minute duty-free lunch.

IV. As long as this section of this Article remains in effect, no faculty meeting shall exceed one (1) hour beyond the students' dismissal time.

All teachers will attend meetings called by their respective principals or the Superintendent. These meetings will not be held during school hours.

During the 2019-20 school year, there shall be no more than seventeen (17) such meetings, unless both parties agree that an emergency exists. The number of such meetings will increase by one (1) in each of the 2020-21 and 2021-22 school years, so long as during the preceding school year, the Committee has met the requirements of this Section regarding the scheduling, agendas, and conduct of these meetings, and the solicitation of teacher feedback as described in Paragraph E. If said requirements are not met in a given school year, then the number of meetings will not increase for the following year. Teachers will be required to set aside the second and third Monday of every month for meetings, unless otherwise advised.

- A. A building meeting held for a special reason on a day other than Monday shall replace the requirements for Monday. Teachers may be excused from these meetings for valid reasons.
- B. If there is no school on Monday, another day may be designated as the meeting day.
- C. All meetings shall consist of professional matters and shall begin promptly.
- D. One (1) meeting per month shall be a general faculty meeting and the remainder shall be for professional development, data review, grade level or departmental meetings, and curriculum development (“curriculum hours”). All teachers will be notified of the schedule of meetings not later than the August 1 preceding the school year. Specific agendas for these meetings will be issued two (2) school days in advance.
- E. Teacher feedback on “curriculum hours” will be solicited at least three (3) times during the school year. This teacher feedback will be considered and used in the planning of future meetings.

V. Notwithstanding any of the previous provisions, teachers may be required to attend two (2) evening functions each year. At the elementary level, this will include an Open House.

VI. Teachers with unassigned time may leave the school grounds during the pupil school day upon notifying the appropriate administrator of their destination. Teachers with a preparation period scheduled at the end of the pupil school day may leave ten (10) minutes after dismissal of students.

VII. Teachers will not be required to sign in or out with the office.

VIII. In order to meet curricular deficits which, arise from time to time, the Superintendent may post, in accordance with Article 20, the availability of an extra class of instruction in lieu of a preparation period. Compensation for such instruction will be one-sixth ( $1/6^{\text{th}}$ ) of the teacher’s current salary per day. Said extra classes will not exceed more than four (4) per year.

IX. A joint labor management committee will be established with equal representation of the Association and the Employer for the purpose of adjusting the teaching and work day schedule (not to exceed the overall limits set forth above) to accommodate department of education time and learning regulations and otherwise improve the utilization of the teacher work day.

X. When the need exists, staggered and flexible hours may be implemented in order to meet Time and Learning and curricular standards. Staggered and flexible hours will be mutually agreed upon by a joint labor management committee as defined in Article 5, Section I.

XI. Teachers who choose to attend meetings outside the regular teacher workday will be compensated in accrued time that, at the teacher's discretion, may be utilized for early dismissal at the conclusion of the school day.

ARTICLE 6- GENERAL CONDITIONS OF EMPLOYMENT

I. Subject to limits imposed by state statute or by other articles of this Agreement, all teachers are expected to dress and groom themselves neatly in attire that is suitable for school activity.

II. Teachers shall be provided with a room to be used as the teachers' lounge. A telephone service will be maintained in the elementary school teachers' lounge.

III. The Association will provide physical copies of the collective bargaining agreement for current administrators and school committee members. The Committee will reimburse the Association for the cost of production of said copies.

## ARTICLE 7- RELIEF FROM NON-TEACHING DUTIES

- I. Teachers will not be expected to perform those clerical and custodial duties which are ordinarily performed by persons with other job titles.
- II. Teachers shall not be expected to handle or be responsible for student monies, except for the following:
  - A. Teachers may collect money for student book clubs.
  - B. Class/activity advisors.



## ARTICLE 8-INCREMENTS

I. Increments will be given on the basis of a teacher's completion of the professional development component of the Department of Education Recertification Requirements. Notice of the completion of those requirements shall be provided to the Superintendent upon receipt of same from the Department of Education at the applicable recertification time frame.

II. A teacher at maximum on the salary schedule at the time of change in the new schedule shall be placed, at maximum on the new schedule, providing all provisions relative to annual increments have been met; i.e., professional study as outlined in Section I above.

III. A teacher who fulfills the degree or credit requirements to advance to the next higher salary schedule shall be placed on said higher schedule on the first day of school year next following the date when said requirements are met. When a teacher meets the requirements after the first day of the school year, but before the first day of February, the teacher shall be placed on the higher salary schedule as of the first day of February.

In the event that documentation of course, completion is not provided by the college or university at the start of the school year, the Committee agrees to pay the employee in accordance with the appropriate salary level. However, the Committee may request verification other than the normal method of verification.

IV. Longevity Stipends:

Teachers with fifteen (15) years of teaching experience in the North Brookfield Public Schools will receive a stipend of \$800.00. This longevity stipend will increase by \$160.00 for each successive year of teaching experience. This longevity payment becomes part of the teacher's salary and will be paid throughout the year.

V. Course Reimbursement: Effective at the start of the 2017-2018 school year, teachers shall be eligible for reimbursement for up to four graduate courses in any three-year period, subject to a limit of two courses in any one year. To be eligible for reimbursement, courses are subject to approval and satisfactory completion in accordance with the criteria set forth below. The amount to be reimbursed per course under this provision is limited to the tuition rate of a three (3) credit graduate course at Worcester State University.

Each new credited year will commence with the beginning of the new fiscal year (July 1st) and will end with the conclusion of the fiscal year (June 30th). If the duration of a specific course begins before the June 30th date and ends after the July 1 date, then the following procedure will be in effect:

A course whose first class session begins before June 30th and continues into the next fiscal year (beginning July 1st) shall be credited as a course taken during the fiscal year when the course ended.

All such courses must have the written approval of the teacher's principal in accordance

with the individual professional development plan on a form provided for such purpose. Payment for such courses shall be made to the teacher upon evidence of satisfactory completion with a minimum grade of B of said course and a copy of the tuition receipted bill. The professional improvement requirements, as stated herein, can be met in the following manner with approval of the Superintendent of Schools:

A teacher may participate in a workshop which will strengthen or broaden the teacher's background; update teaching theories and methods; keep abreast with current educational and/or subject matter, content, trends and developments; update the skills of the profession; contribute to increasing the quality of teacher's service to his/her classes. Courses which meet the above criteria will not be denied.

Instead of taking a course, a teacher may be reimbursed up to the cost of a three-credit graduate course at Worcester State University for any workshops which meet the criteria above, subject to the approval of the teacher's principal.

## ARTICLE 9- DIFFERENTIALS

- I. Ninety (90) or more workdays in a school year shall constitute a full year for salary advancement purposes.
  
- II. To be eligible for Master's level, a Master's Degree, or thirty (30) credits beyond Bachelor's Degree, in the teacher's subject matter area is required.
  
- III. All teachers who meet salary schedule provisions are to be placed on proper step of the salary schedule.
  
- IV. The Committee shall grant retirement pay to any teacher who is eligible for retirement by the end of the school year in which any such eligible teacher shall submit his application for said retirement pay. The application shall be filed in writing on or before the 1st day of April of said year and must contain a statement of his intent to retire within three (3) years hence on an appropriate effective retirement date at the end of a school year in June following. The retirement date thus set shall be effective as of the date of retirement requested and said teacher will receive in addition to his salary as fixed by the salary guide, three hundred (\$300.00) dollars per year for each of the remaining years of teaching service prior to retirement. If the teacher should at any time withdraw his intention to retire, such additional retirement pay as he has received will be due and payable to the Town. To be eligible for this retirement pay, a teacher must have taught in the North Brookfield School System for a minimum of twenty (20) years.

## ARTICLE 10 - SICK LEAVE

I. Teachers shall be granted twelve (12) sick days per year which shall accumulate to a maximum of one hundred and fifty-five (155) days. A teacher who reaches the maximum accumulation of one hundred and fifty-five (155) days shall thereafter have his or her maximum possible accumulation increased by one (1) day for each additional year of service, regardless of his or her actual usage of sick days in any subsequent year. Any misuse of the sick leave shall be considered a major breach of professional ethics. The Committee shall consider any misuse as fraud and shall take appropriate disciplinary action.

II. The maximum number of sick days that a teacher may accumulate is one hundred fifty-five (155) days, except in his final year of service. If a teacher has accumulated one hundred forty-three (143) sick days or more prior to the start of school in his final year, he shall be allowed to use twelve (12) sick days before he will lose any payback days. A teacher will never receive a payback for more than one hundred fifty-five (155) days, plus one (1) additional day per year of service after the teacher has reached the one hundred fifty-five (155) day maximum.

III. Teachers who are hired after the start of school or who resign before the end of the school year will have their current year's sick days computed off of a ratio of 12/184.

IV. Sick days shall be available for use in total at the beginning of the school year. Any teacher who uses sick leave in excess of his earned entitlement shall have such days deducted from his final paycheck.

V. Teachers will be notified each September of their total available sick days including the days for the upcoming school year.

VI. Teachers with at least ten (10) years of service in the North Brookfield Public Schools who are separated from employment by a qualifying event, shall be paid at twenty percent (20%) of a day's pay for all unused sick days. A day shall be defined as 1/184 of a teacher's annual salary at the time of separation. For purposes of this section, a qualifying event shall mean the retirement, layoff, or death of an otherwise eligible teacher. Termination of a teacher for just cause shall not be considered a qualifying event, and any teacher so terminated for just cause shall not be eligible for the Sick Leave Buy-Back benefit. A teacher who is laid off will receive payment under this section two years from the date of his/her layoff if no recall is made during that time period to a commensurate position in the North Brookfield Public Schools. A teacher who is laid off and who declines an offer of recall to a commensurate position will not be eligible for payment under this section. In the case of an eligible teacher's death, payment under this section will be made to his/her estate.

Effective September 1, 2014, a teacher wishing to exercise this benefit upon retirement must give written notice to the Superintendent of his/her intent to retire on or before January 4 of the fiscal year prior to the teacher's retirement. A teacher who does not give

such written notice will receive payment under this section in the fiscal year after his/her retirement.

VII. In the case of illness within the immediate family (as defined in Article 14 – Funeral Leave) a teacher may use ten (10) sick days (not additional) for this situation.

## ARTICLE 11- SICK LEAVE BANK

I. The Sick Leave Bank is a mutual concern of the North Brookfield School Committee and the Association and shall be maintained to relieve the financial burdens of extended absence.

II. Except as noted in this article, the administration of the Sick Leave Bank shall be a function of the Sick Bank Committee.

### III. Membership

A. Membership in the Sick Leave Bank shall be voluntary, and each member shall make an initial contribution of two (2) days.

B. When the number of unused days in the bank reaches a critical level, the Sick Bank Committee may require an additional contribution from participating members who wish to continue their membership.

C. Days placed in the Bank and unused at the end of the school year shall remain in the Bank and shall accumulate from year to year.

D. The enrollment period shall be limited to the first ten (10) school days of the school year. The Sick Bank Committee may grant an exception to those persons who begin work after the September enrollment period. Such personnel must request membership within ten (10) school days of their employment.

### IV. Sick Bank Committee

A. A five (5) member committee shall administer the Sick Leave Bank:

1. The High School Principal and Elementary School Principal;
2. The Teacher Group shall elect two (2) representatives, one (1) from each building; and
3. The Superintendent of Schools or designee.

B. The Superintendent or his designee shall preside at the meetings.

C. The President of the North Brookfield Teachers' Association will be an ex officio non- voting member.

D. All applications for participation and benefits must be made on a form approved by the Sick Bank Committee.

E. Applications for benefits will be acted on in executive session.

F. Decisions of the Sick Bank Committee shall not be subject to the Grievance Procedure. Within ten (10) school days following notification of a Sick Bank Committee decision, the applicant or his representative may present an appeal in writing to the Sick Bank Committee. Such appeals shall consist of a request that the Sick Bank Committee review its decision and present the applicant's reasons for such a review.

V. Entitlement

A. Sick days are considered days for which the Individual would have been compensated if he had not exhausted his sick leave.

B. All members have an initial entitlement of twenty (20) days - additional entitlement shall accrue at five (5) days per year for each creditable year of North Brookfield.

C. Notice will be provided each September of a teachers' sick leave bank eligibility. The names of the teachers who have volunteered in accordance with Sections III A and B, and the amount of days in the bank shall be submitted to the President of the North Brookfield Teachers' Association every September.

Entitlements:	
Years in System	Days of Entitlement
1	20
2	25
3	30
4	35
5	40
6	45
7	50
8	55
9	60
10	65
11	70
12	75
13	80
14	85
15	90

D. Application for benefits may be obtained from and must be filed with the Superintendent of Schools or his designee.

E. Maximum entitlement shall not exceed ninety (90) days.

F. At no time shall Sick Leave Bank entitlements and any other benefits noted in this Agreement exceed the existing salary rate of the teacher.

G. In no case shall the Sick Bank Committee award more than thirty (30) sick days to any applicant at any one time.

H. Sick Leave Bank benefits shall not be provided to individuals who have not contributed to the bank or to personnel who are on leaves of absence.

## VI. Benefits

A. Benefits of the Sick Bank are extended to any actively participating member who has fulfilled the requirements for eligibility and whose sick leave loan application has been approved by a majority of the Sick Bank Committee.

1. To be eligible for Sick Leave Bank benefits, the applicant must be incapacitated for twelve (12) consecutive school days. If the applicant does not have twelve (12) accrued sick days, then a salary deduction shall be made for every day after sick leave expires until the applicant becomes eligible for Sick Bank benefits. Such eligibility shall begin on the sixteenth (16<sup>th</sup>) day.

2. Participating members must make written application to the Sick Bank Committee requesting Sick Bank benefits, using the prescribed forms. This must be accompanied by a medical statement by the attending physician, stating the exact nature of the incapacitation and the projected time of recovery beyond the member's own accrued sick leave. The Sick Bank Committee may request a review by the school physician.

3. There will be a waiting period of three (3) working days between the end of the applicant's current allowance of sick days and the beginning of withdrawal of Sick Bank Days.

4. If a member is incapacitated for at least fifteen (15) days in any one (1) year and there is an additional incapacitation which appears to be a recurrence or an immediate result of the same illness or accident, then the twelve (12) day eligibility requirement and the three (3) day waiting period could be waived at the discretion of the Sick Bank Committee upon verification by the attending physician.

5. Should an individual have used his maximum allowance, returned to duty, re-enrolled as a member, and find it necessary to apply for benefits, he will be eligible for those (Benefits) of a newly elected teacher in the North Brookfield Public Schools.

6. A person who is receiving Sick Bank benefits in June may continue to receive benefits in September for the same illness, a recurrence or associated complication.

7. In administering the Bank, the Sick Leave Bank Committee shall not countenance a recipient's undue delay in processing retirement or other termination of employment on account of disability or illness and may reconsider, at any time, a prior grant of bank days.



## ARTICLE 12- PARENTAL LEAVE

I. Any teacher who has been employed for at least three consecutive months shall be entitled to a parental leave of absence without pay for the purpose of giving birth or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. In the case of pregnancy, the teacher shall notify the Superintendent in writing within a reasonable time after the pregnancy has been confirmed.

II. A teacher who is pregnant may continue in active employment so long as she is able to perform the essential duties of her position. If requested by the Superintendent, the teacher shall submit a certificate from her physician attesting to her ability to continue to perform the essential duties.

III. Subject to Massachusetts General Laws, Chapter 149, Section 105D, covered teachers shall be entitled to a leave of absence of eight (8) weeks. However, in the case of pregnancy, the teacher may elect an extended leave of six (6) months up to eighteen (18) months depending on the date of birth or termination of the pregnancy. While on parental leave, a teacher is entitled to use accrued sick leave during any period of disability due to pregnancy, childbirth (including physical disability from the birth itself) or related conditions on the same terms as they are applied to other disabilities.

IV. A teacher shall give at least two (2) weeks' notice of her or his anticipated departure and intention to return, and shall return within eight (8) weeks unless, in the case of pregnancy, the teacher elects an extended leave (six (6) months to eighteen (18) months) in which case she or he shall normally return at the opening of school in September or January, following the holiday recess, provided;

A. If the date of birth or termination of pregnancy shall be on or before March 1 of the contract year (September 1 through August 31), then the returning teacher will be obliged to return the following September and shall notify the Superintendent in writing no later than said March 1 or four (4) calendar weeks following the birth or termination of the pregnancy whichever is later, of her intention so to return. Failure to give such notice shall be deemed a voluntary quit; or

B. If the date of birth or termination of pregnancy shall be after March 1 of the contract year, then the returning teacher will be obliged to return the following September unless the teacher shall notify the Superintendent in writing no later than four (4) calendar weeks following the birth or termination of the pregnancy of her intention to return the following January 1 or the succeeding September. A teacher who elects to return the succeeding September shall further notify the Superintendent in writing no later than the March 1 preceding the said latter September of her intentions to return. Failure to give such latter notice shall be deemed a voluntary quit.

1. The returning teacher will be restored to the position which she or he held as of the commencement of her or his parental leave, if the said position exists, or to a substantially equivalent position. The Superintendent may require that a teacher returning

to work after a period of sick leave usage under Section III produce medical certification that she is physically able to resume work before returning.

V. While on unpaid parental leave, a teacher may continue to participate in the health and life insurance in which she or he is enrolled provided that she contributes 100 percent of the group rate premium.

VI. The parties recognize that the Family and Medical Leave Act (FMLA), as amended, may establish rights different from those expressed in this article. To the extent that this is true, the greater of those rights (i.e., FMLA rights vs. rights under this article) will control, but those greater rights will not be in addition to the lesser rights.

## ARTICLE 13- PERSONAL LEAVE

I. The Association and Committee recognize that there may arise from time to time situations beyond the control of the teacher which require his presence during the period when school is in session. The temporary leave of absence with pay provides the remedy for such difficult situations. Any misuse of the temporary leave of absence for pay shall be considered a major breach of professional ethics. The Committee shall consider any misuse as fraud and shall take appropriate disciplinary action.

II. The entitlements noted in this section are not cumulative and are not to be used in any manner except as noted. The Superintendent may provide for an exception to the specific conditions noted in this section, but he shall not provide for an increase in the total number of days of entitlement.

III. Three (3) days of absence will be provided annually for religious, legal or personal business, or household or family matters which require absence during school hours. Application for personal leave will be made to the Superintendent at least forty-eight (48) hours before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than that he is taking it under the provisions of this section. A teacher may carry over one (1) personal day, if unused, provided that the total number of personal days taken in any school year shall not exceed four (4) days. At the end of each school year, any unused personal days beyond the one (1) which may be carried over shall be converted to sick days and added to the teacher's accumulated total.

IV. An application for such leave must be made to the Superintendent in writing as soon as possible before the intended day of leave to give the Superintendent an opportunity to arrange for a substitute teacher. The request may be made orally if there is insufficient time to put it in writing.

V. Teachers shall make every effort to avoid the use of personal days on the day preceding or the day following a school vacation.

## ARTICLE 14- FUNERAL LEAVE

I. Three (3) total school days of leave with pay will be granted to any teacher who is absent due to death in the immediate family. The term "immediate family" includes: mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, a relative who is a member of the immediate household.

II. In the case of the death of husband or wife maintaining a household together, or son or daughter, five (5) total school days of leave, instead of three (3), will be allowed. The days used for leaves under Sections I and II of this article need not be consecutive, and may be used for days coming immediately after the death, and days before, including, and after the memorial service. Such leave will not be considered a part of sick leave.

III. Teachers will be granted one (1) day at any one time in the event of death of a teacher's niece, nephew, aunt, uncle, godchild, brother-in-law, sister-in-law, or grandparents in-law.

IV. The Association shall be allowed to send one (1) representative to the funeral of an Association member's immediate family.

## ARTICLE 15- EXTENDED LEAVE

- I. After three (3) years continuous employment in the North Brookfield School System, a teacher may be granted a leave of absence for up to one (1) year for health reasons, for career enrichment, or for other personal or family emergencies as recommended by the Superintendent and approved by the Committee, from the date the leave is granted. (Note: career enrichment leaves must begin on July 1 and any teacher intending to return from such leave to his/her teaching position must notify the Superintendent of intention to return by March 15 of the year preceding return). Requests for health leave will be supported by the appropriate evidence. In the case of health leave, a teacher may use all of his/her available sick leave before beginning the extended unpaid medical leave.
- II. All benefits to which a teacher was entitled at the time of said leave of absence, including unused accumulated sick leave, will be restored upon return.
- III. Existing health insurance plans provided by the town shall be continued up to one (1) year, and eighty percent (80%) of the Life Insurance Premium to be paid by the Town.
  - A. Teachers on extended leave for health reasons, will have health insurance plans provided by the town and the Life Insurance Premium paid for by the Town at the percentage set at that time for one (1) year.
  - B. Teachers on all other extended leaves will be offered the option of continuing the health insurance plans provided by the Town and the Life Insurance Premium at their own expense for one (1) year.
- IV. Any teacher taking this extended leave would be restored to the same or similar position upon return. If a teacher has completed ninety (90) school days, he shall be credited for one (1) year and placed on the appropriate salary scale upon return.
- V. Personal days do not apply under this provision.
- VI. At a reasonable time prior to the expiration of the original granted leave, it shall be the responsibility of the leave-taker to submit to the Committee, medical evidence to support either a claim of fitness to return to her/his position or the need to extend the leave further within the maximum of a calendar year.
- VII. Fourteen days (14) military leave shall be granted each year. Any differences in pay for military days taken between the Service and the North Brookfield School System shall be made up by the North Brookfield School System.
- VIII. Jury Duty: All members shall be granted jury duty leave in accordance with state and federal statutes and shall receive their per diem rate of pay for each day of service.

## ARTICLE 16- DEDUCTIONS

I. The Committee, wherever authorized by any teacher in writing, shall provide that payroll deductions on behalf of such teachers shall be made every payday and paid over in accordance with such authorization for any or all of the following purposes:

- A. Local, State, and National dues.
- B. Premiums under Washington National Insurance Company.
- C. Premiums under the current Employee's Group Insurance Program as provided by the Town of North Brookfield.
- D. Payments to the Massachusetts Teachers' Association Credit Union.

E. Annuities - Deductions referred to above shall be equally deducted from each paycheck of the paycheck plan.

II. All employees covered by this Agreement will be paid every other Wednesday beginning no later than the third (3rd) Wednesday after the beginning of the school year according to one of the options below. The Administration shall distribute a form to each teacher prior to the close of school in June requesting each teacher to select an option for the following school year. Teachers who do not indicate a selection by the close of the school year, shall be paid in accordance with Option 2. New teachers shall be asked to make their selection as part of the hiring procedure.

- Option 1. Twenty-one (21) equal payments with the last payment to be paid by June 30.
- Option 2. Twenty-six (26) equal payments with the last five (5) payments payable by June 30.
- Option 3. Twenty-six (26) equal payments.

## ARTICLE 17- SABBATICAL LEAVE

- I. Application is open to any professional staff member who has completed at least seven (7) years of continuous service, extended leave, as detailed elsewhere in this Agreement, shall be counted, in the employ of the North Brookfield School Committee and shall be made in writing to the Superintendent of Schools. Such application shall be in the form of a planned program providing for the professional growth of the individual applying and shall be beneficial to the school system.
- II. Applications must be in the office of the Superintendent of Schools no later than February 1, preceding the leave-taking year. The application shall be reviewed by a committee consisting of one (1) member of the School Committee, the Superintendent of Schools, one (1) representative teacher elected by the North Brookfield Teachers' Association, and the principal under whose direction the applicant is responsible. Said Committee shall report its recommendation to the School Committee within fifteen (15) working days next following submission of the application by the applicant. The School Committee may grant or deny the application in its own discretion. Applicants shall be notified of the decision of the School Committee by the Superintendent of Schools in writing as soon as possible after final action is taken by the School Committee. Acceptance of an application presupposes a willingness on the part of a teacher to serve at least two (2) consecutive years upon return from sabbatical leave.
- III. Only one (1) teacher may be allowed sabbatical leave during any one (1) school year.
- IV. The approved applicant will receive fifty (50%) percent of his normal salary, in accordance with paragraphs V., VI., and VII. of this section, during the period he is on sabbatical leave, provided that the combined grant and salary do not exceed the teacher's regular salary amount.
- V. Payment will be in the form of a two (2) year, non-interest bearing loan to be signed by the leave-taker on or before September 1 of the year of leave and the proceeds of said loan will be paid on September 1 of the year of leave. If the leave-taker fails to return to the North Brookfield School System after the year of leave, full repayment of the loan must be made by September 1 following the year of leave. If he returns for only one (1) year, one-half (1/2) of the loan must be repaid by the leave-taker by September 1 following this one (1) year.
- VI. Obligation for repayment of one-half (1/2) of the loan will be released for each one (1) of the next two (2) successive school years immediately following the leave that the leave-taker spends in the employ of the North Brookfield School Committee.
- VII. All payments normally deducted from a teacher's salary are the responsibility of the leave-taker but may be paid through the office of the Superintendent of Schools.
- VIII. For salary schedule purposes, the year of sabbatical leave shall count as a year of teaching service and include the accumulation of all sick and health benefits normally

provided by the Board.

IX. In the case of multiple applications, the decision shall be based on the merit of the programs presented.

X. Singularity of application does not presuppose approval.

XI. No Committee member is eligible to consider his own application.

XII. In the case of non-completion of the planned program, the School Committee reserves the right, for cause, to request full repayment of the loan within twelve (12) months of the date of the School Committee's decision to do so.

XIII. A written report from the leave-taker, on his experiences, will be filed with the Superintendent of Schools within three (3) months of the end of the sabbatical leave year.



## ARTICLE 18- INSURANCE

I. Group Insurance Benefits - The Committee agrees to pay the same percentage of employee premiums as is paid for other Town employees in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws subject to the following revisions. Any employee who commences employment after July 1, 2001 shall contribute twenty (20%) percent of the health insurance program and the Town shall contribute the remaining eighty (80%) percent. Any employee who commences employment after July 1, 2003, shall contribute twenty-five percent (25%) of the health insurance program and the Town shall contribute the remaining seventy-five (75%) percent.

Association members who are currently participating in the North Brookfield School District's health plan have the following options for opting out during each year, provided that the employee has been a subscriber to one of the health insurance plans for the preceding twenty-four (24) month period.

- A. Employees who drop their family insurance shall be eligible to receive a payment of \$5,000 disbursed in four (4) equal payments over two (2) years (January fiscal 1, June fiscal year 1, January fiscal year 2, June fiscal year 2).
- B. Employees who drop their individual insurance shall be eligible to receive a payment of \$2,500 disbursed in four equal payments over two (2) years (January fiscal 1, June fiscal year 1, January fiscal year 2, June fiscal year 2).
- C. Employees who change from a family plan to an individual insurance plan shall be eligible to receive a payment of \$2,500 disbursed in four (4) equal payments over two (2) years (January fiscal 1, June fiscal year 1, January fiscal year 2, June fiscal year 2).

To be eligible to participate in this program the employee must (1) provide the District with proof of insurance from another provider and (2) an employee may not participate in any of the options by switching coverage to their spouse's health plan, if the spouse is also an employee of the North Brookfield School District or the Town of North Brookfield (3) the opt-out election must be made before the end of the open enrollment period for that year.

By participating in this program, the employee waives his/her eligibility to receive health insurance from the district for a period of two (2) years from the open enrollment date following the opt-out. An employee who participates may re-enroll during the opt-out period only if the employee has a qualifying event recognized by the health plans' underwriting rules (e.g. marriage, divorce, birth or adoption, death of a family member, lack of coverage through no fault of the employee or subscriber or change in hours, which results in a change of employment status).

If the employee has a qualifying event and needs to re-enroll in the District's health insurance, the employee's "opt-out" benefit shall be reduced proportionately for the time the employee re-subscribes in the program. The employee's health insurance

premiums shall be adjusted to recapture any of the “opt-out” benefits for which the employee was not entitled.

II. The Committee shall provide a Life and AD&D Insurance policy for all employees and will pay the same percentage of employee premiums as is paid for other Town employees.

III. Employees shall be allowed to purchase additional life and AD&D at their own expense up to the amount of their annual salary from the Group Insurance carrier providing coverage under Section II, above.

IV. Employee contributions to health insurance and group life insurance shall be paid by pre-tax earnings.

## ARTICLE 19 - COMMUNICATION

The Committee will provide the agenda for all meetings, which shall be posted on the teachers' bulletin boards located in both schools. The Committee will also provide the Association with a copy of the minutes of the Committee meetings, with the exception of any proceedings of executive sessions.

## ARTICLE 20- VACANCIES AND PROMOTIONS

- I. The Superintendent shall have posted in all school buildings and shall send to the Association notices of all vacancies, including promotional positions not covered by the Agreement, as they occur or as they are anticipated. During the summer recess notices shall be mailed to the Association President.
  
- II. Such notices shall include a job description, statement of minimum qualifications, salary range, and the date by which candidates must apply.
  
- III. No vacancy except in case of emergency shall be filled on a temporary basis until such vacancy shall have been posted for at least fifteen (15) days.
  
- IV. All vacancies shall be filled on the basis of experience, competency, qualifications of the applicant, length of service in the school system, and other relevant criteria. This section does not include coaching positions.
  
- V. The Committee agrees that its policy in filling vacancies and/or promotions will be to make appointments from the present staff whenever qualifications are substantially equal. This section does not include coaching positions.
  
- VI. An attempt will be made to notify teachers of any change of assignment in writing, including the school to which they will be assigned, the grades and subjects that they will be assigned to teach, as soon as the decision is made, but no later than August 10th. Any change in assignment will be kept confidential until notice has been provided to the teacher.

ARTICLE 21 - TEACHER EVALUATION AND FILES/  
EVALUATION PROCEDURES

I. Process

A. No material shall be placed in a teacher's file unless the teacher has had the opportunity to review the material. The teacher will acknowledge review of the material by signing the copy to be filed. Such signature does not indicate agreement with the contents of the material, but merely indicates that the material has been seen. The teacher shall be entitled to respond in writing to any material to be placed in his/her file. This response shall be initialed by the designated representative of the Superintendent and shall itself be filed as a part of the permanent record. During the course of any review, the teacher shall be allowed to have a representative of the Association present.

B. No complaint shall be used as a basis for any judgments or actions to be taken against a teacher unless the complaint is first brought to the teacher's attention and the name(s) of the complainant(s) is/are made known to the teacher.

C. No teacher shall be dismissed, disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause, provided that where arbitration is provided under Chapter 71 of the General Laws, a teacher shall elect whether to proceed to arbitration under Chapter 71 or under this Agreement and such election shall be final and binding.

D. The Superintendent retains the right to discharge teachers without professional status without cause as prescribed by law.

## EVALUATION PROCEDURES

Teachers will be evaluated in accordance with the procedures set forth in Appendix A.

## ARTICLE 22- REDUCTION IN FORCE

- I. Every effort will be made to achieve staff reduction through attrition.
- II. Non-professional teacher status teachers will be laid off prior to professional teacher status teachers pursuant to Massachusetts General Laws, Chapter 71.
- III. In determining which teachers with professional teacher status are to be laid off to accomplish any reduction in staff, the Superintendent will take into consideration the qualifications of employees for the position or type of position to be eliminated, with the primary factors for determination of such qualifications being indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71, § 38, and the best interests of the students in the school or district. For the purposes of the criteria set forth in the previous sentence, no distinction shall be made between overall performance ratings which indicate the teacher has met or exceeded acceptable performance standards (“proficient” and “exemplary”). Where, in the opinion of the Superintendent, the qualifications of employees are substantially equal, employees will be laid off in the order of their seniority as employees of the Committee, those with the least seniority to be laid off first.
- IV.
  - A. Seniority shall be defined as: Length of full-time consecutive teaching service as determined by the actual date of appointment. Approved leaves of absence are not credited toward full-time consecutive teaching service.
  - B. Seniority shall be defined as: Length of part-time consecutive teaching service as determined by the actual date of appointment. Approved leaves of absence are not credited toward part-time consecutive teaching service.
  - C. In the event of a tie in sections A or B, seniority will be determined by the teacher’s academic achievement or if these are equal, by lottery.
- V. Teachers who are to be affected by a reduction in staff must be notified in writing not later than June 1 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the layoff.

The parties agree to develop a seniority list in accordance with the above. Effective September 1, 1994, and every September thereafter, each member of the bargaining unit shall receive an upgraded seniority list.

Teachers who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their respective layoffs (i.e., the September 1 following notification of lay-off). During the recall period, teachers shall be notified by certified mail to their last address of record, and who hold current valid certification for the positions as they develop in the inverse order of their respective layoff. All benefits to which a teacher was entitled at the time of the layoff shall be restored in full upon re-employment within the recall period. Preference will be valid no longer than fifteen (15) days after the mailing date of the notice. During the recall period, teachers who have been

laid off shall be given preference on the substitute list if they so desire. Teachers will be recalled in reverse order of layoff as positions develop. A full time laid-off teacher who declines an offer of recall under this Section shall be removed from the recall list and shall have no further rights under this Section. A laid-off teacher who fails to respond to an offer of recall during the fifteen (15) day period described above shall be considered to have declined the offer.

Laid off employees may continue group Health & Life Insurance coverage during the recall period as provided by the Town of North Brookfield to members of the bargaining unit by reimbursing the Town of North Brookfield the total premium cost.



### ARTICLE 23- SAVING CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties shall at that time enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE 24- PART-TIME TEACHERS

- I. Part-time teachers will receive salary and contractual benefits in proportion to the amount of time for which they are contracted.
- II. Eligibility of part-time teachers for participation in group insurance programs shall be determined in accordance with town policies.
- III. Part-time teachers who work five days per week shall have their hours scheduled consecutively each day. For such teachers who are subject to a rotating schedule, their hours will be scheduled consecutively to the extent practicable.

## ARTICLE 25- DURATION

I. This Agreement shall continue in effect from September 1, 2019 to August 31, 2022. This Agreement shall hereafter automatically renew itself in successive terms of one (1) year unless by the November first next prior to the expiration of the Agreement year involved, either the Committee or the Association shall have given the other written notice of its desire to modify this Agreement.

II. In the event that a successor agreement has not been reached by the day prior to the opening of the school year 2022-2023 all provisions of this Agreement except salaries shall continue in full force and effect. Salaries will remain at the level as the previous school year and increments and differentials will be awarded to eligible teachers.

## ARTICLE 26- EXTRA CURRICULAR SALARIES

All Extra Curricular activities and/or positions are voluntary. Vacancies in extracurricular positions shall be posted on teacher bulletin boards at least fifteen (15) days in advance of filling of such positions. Each extracurricular advisor shall submit to his/her principal a one-page bulleted report at the end of the academic year outlining the activities in the extracurricular position during the school year. Advisor salaries for positions which involve responsibilities throughout the school year will be paid out in two equal payments, the first in the first pay period of December and the second in the first pay period of June. Advisor salaries for positions which do not involve full-year responsibilities (such as Nature's Classroom Chaperones and School Play positions) will be paid out in the pay period following the conclusion of the activity or events.

Coaching salaries will be paid out in full at the conclusion of the team's athletic season, including post-season tournament participation, if applicable, and after all equipment has been returned and a good faith effort to collect uniforms has been completed.

The Athletic Director may elect to be paid in one of the following ways: in full at the completion of the spring sports season; one-third of the salary paid at the completion of each of the three sports seasons; or one-half of the salary paid in January and one-half paid at the completion of the spring season. The Athletic Director must notify the Superintendent in writing prior to June 30 if he/she wishes to change the schedule of payments for the following school year.

For the 2019-2020, 2020-2021, and 2021-2022 school years, the athletic salary schedule will be as follows:

## Coaches' Salaries

<b>FY 2020</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>
Athletic Director	\$ 5,171	\$ 5,519	
Soccer (Boys & Girls)	\$ 2,557	\$ 2,904	\$ 3,484
JV Soccer (Boys & Girls)	\$ 1,976	\$ 2,324	
Basketball (Boys & Girls)	\$ 3,137	\$ 3,485	\$ 4,064
JV Basketball (Boys & Girls)	\$ 2,259	\$ 2,606	
Freshmen Basketball (Boys & Girls)	\$ 1,976	\$ 2,324	
Baseball	\$ 2,613	\$ 3,049	\$ 3,629
JV Baseball	\$ 2,121	\$ 2,469	
Softball	\$ 2,702	\$ 3,049	\$ 3,629
JV Softball	\$ 2,121	\$ 2,469	
Field Hockey (Boys & Girls)	\$ 2,557	\$ 2,904	\$ 3,484
JV Field Hockey (Boys & Girls)	\$ 1,976	\$ 2,324	
Cheerleaders	\$ 1,976	\$ 2,324	
Middle School Basketball (Boys & Girls)	\$ 1,903	\$ 2,251	
Golf	\$ 1,976	\$ 2,324	
Cross Country	\$ 1,976	\$ 2,324	

<b>FY 2021</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>
Athletic Director	\$ 5,275	\$ 5,629	
Soccer (Boys & Girls)	\$ 2,608	\$ 2,962	\$ 3,553
JV Soccer (Boys & Girls)	\$ 2,016	\$ 2,370	
Basketball (Boys & Girls)	\$ 3,200	\$ 3,555	\$ 4,146
JV Basketball (Boys & Girls)	\$ 2,304	\$ 2,659	
Freshmen Basketball (Boys & Girls)	\$ 2,016	\$ 2,370	
Baseball	\$ 2,666	\$ 3,110	\$ 3,701
JV Baseball	\$ 2,163	\$ 2,518	
Softball	\$ 2,756	\$ 3,110	\$ 3,701
JV Softball	\$ 2,163	\$ 2,518	
Field Hockey (Boys & Girls)	\$ 2,608	\$ 2,962	\$ 3,553
JV Field Hockey (Boys & Girls)	\$ 2,016	\$ 2,370	
Cheerleaders	\$ 2,016	\$ 2,370	
Middle School Basketball (Boys & Girls)	\$ 1,941	\$ 2,296	
Golf	\$ 2,016	\$ 2,370	
Cross Country	\$ 2,016	\$ 2,370	

FY 2022	Step A	Step B	Step C
Athletic Director	\$ 5,380	\$ 5,742	
Soccer (Boys & Girls)	\$ 2,660	\$ 3,022	\$ 3,625
JV Soccer (Boys & Girls)	\$ 2,056	\$ 2,418	
Basketball (Boys & Girls)	\$ 3,264	\$ 3,626	\$ 4,229
JV Basketball (Boys & Girls)	\$ 2,350	\$ 2,712	
Freshmen Basketball (Boys & Girls)	\$ 2,056	\$ 2,418	
Baseball	\$ 2,719	\$ 3,172	\$ 3,775
JV Baseball	\$ 2,207	\$ 2,568	
Softball	\$ 2,811	\$ 3,172	\$ 3,775
JV Softball	\$ 2,207	\$ 2,568	
Field Hockey (Boys & Girls)	\$ 2,660	\$ 3,022	\$ 3,625
JV Field Hockey (Boys & Girls)	\$ 2,056	\$ 2,418	
Cheerleaders	\$ 2,056	\$ 2,418	
Middle School Basketball (Boys & Girls)	\$ 1,980	\$ 2,342	
Golf	\$ 2,056	\$ 2,418	
Cross Country	\$ 2,056	\$ 2,418	\$ -

\*The Athletic Director shall be released from a daily duty period in order to perform Athletic Director duties.

**B. Advisors' Salaries**

	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
Grade Seven	\$ 697.00	\$ 711.00	\$ 725.00
Grade Eight	\$ 697.00	\$ 711.00	\$ 725.00
Grade Nine	\$ 697.00	\$ 711.00	\$ 725.00
Grade Ten	\$ 697.00	\$ 711.00	\$ 725.00
Grade Eleven	\$ 1,391.00	\$ 1,419.00	\$ 1,447.00
Grade Twelve	\$ 2,090.00	\$ 2,132.00	\$ 2,175.00
National Honor Society	\$ 1,743.00	\$ 1,778.00	\$ 1,814.00
Jr. Nat'l Honor Society	\$ 697.00	\$ 711.00	\$ 725.00
Yearbook	\$ 2,787.00	\$ 2,843.00	\$ 2,900.00
Student Council	\$ 2,787.00	\$ 2,843.00	\$ 2,900.00
Band Director	\$ 1,552.00	\$ 1,583.00	\$ 1,615.00
ES Band Lessons	\$ 697.00	\$ 711.00	\$ 725.00
Nature's Classroom Coordinator	\$ 1,089.00	\$ 1,111.00	\$ 1,133.00
Natures Classroom Chaperones	\$ 437.00	\$ 445.00	\$ 454.00
Curriculum Coordinators	\$ 2,324.00	\$ 2,370.00	\$ 2,417.00
Approved Clubs	\$ 697.00	\$ 711.00	\$ 725.00
Crisis Team Member	\$ 349.00	\$ 356.00	\$ 363.00
Student Account Manager	\$ 1,393.00	\$ 1,421.00	\$ 1,450.00
Lead Nurse	\$ 1,530.00	\$ 1,561.00	\$ 1,592.00
Advisory Coordinator	\$ 1,391.00	\$ 1,419.00	\$ 1,447.00
Mentor Coordinator	\$ 2,090.00	\$ 2,132.00	\$ 2,175.00
School Play Director	\$ 1,046.00	\$ 1,067.00	\$ 1,088.00
School Play Stage Manager	\$ 1,046.00	\$ 1,067.00	\$ 1,088.00
Mentor - 1.0	\$ 1,391.00	\$ 1,419.00	\$ 1,447.00
Mentor - 0.75	\$ 1,043.00	\$ 1,064.00	\$ 1,086.00
Mentor - 0.50	\$ 697.00	\$ 711.00	\$ 725.00
Art Director	\$ 697.00	\$ 711.00	\$ 725.00

- If the District employs a member of the bargaining unit as the Crisis Team Trainer, he or she shall be compensated at the rate of \$20.00 per hour for training which takes place during or outside of school hours.

ARTICLE 27- SALARY SCHEDULE

**Effective on the first day of the 2019-20 school year, the salaries that were in effect for the 2018-19 school year shall be increased by 2.0% across-the-board.**

FY 2020	2.00%						
STEPS	BA	B15	M/B30	M15	M30	M45	CAGS/PHD
1	\$ 46,302.00	\$ 47,589.00	\$ 48,872.00	\$ 50,164.00	\$ 51,448.00	\$ 52,732.00	\$ 53,259.00
2	\$ 47,228.00	\$ 48,514.00	\$ 49,799.00	\$ 51,088.00	\$ 52,372.00	\$ 53,660.00	\$ 54,197.00
3	\$ 48,176.00	\$ 49,458.00	\$ 50,745.00	\$ 52,030.00	\$ 53,316.00	\$ 54,602.00	\$ 55,147.00
4	\$ 49,618.00	\$ 50,901.00	\$ 52,189.00	\$ 53,476.00	\$ 54,763.00	\$ 56,049.00	\$ 56,610.00
5	\$ 51,108.00	\$ 52,392.00	\$ 53,683.00	\$ 54,965.00	\$ 56,255.00	\$ 57,538.00	\$ 58,113.00
6	\$ 52,639.00	\$ 53,939.00	\$ 55,211.00	\$ 56,504.00	\$ 57,784.00	\$ 59,070.00	\$ 59,661.00
7	\$ 55,802.00	\$ 57,087.00	\$ 58,374.00	\$ 59,659.00	\$ 60,945.00	\$ 62,231.00	\$ 62,854.00
8	\$ 59,150.00	\$ 60,436.00	\$ 61,719.00	\$ 63,006.00	\$ 64,293.00	\$ 65,581.00	\$ 66,237.00
9	\$ 63,179.00	\$ 63,984.00	\$ 65,273.00	\$ 66,555.00	\$ 67,845.00	\$ 69,128.00	\$ 69,820.00
10		\$ 67,520.00	\$ 68,832.00	\$ 70,144.00	\$ 71,446.00	\$ 72,586.00	\$ 73,313.00
11		\$ 71,056.00	\$ 72,390.00	\$ 73,734.00	\$ 75,047.00	\$ 76,045.00	\$ 76,805.00
12		\$ 77,858.00	\$ 79,179.00	\$ 80,502.00	\$ 81,961.00	\$ 83,334.00	\$ 84,167.00

**Effective on the first day of the 2020-21 school year, the salaries that were in effect for the 2019-20 school year shall be increased by 2.0% across-the-board.**

FY 2021	2.00%						
STEPS	BA	B15	M/B30	M15	M30	M45	CAGS/PHD
1	\$ 47,228.00	\$ 48,541.00	\$ 49,850.00	\$ 51,167.00	\$ 52,477.00	\$ 53,787.00	\$ 54,324.00
2	\$ 48,173.00	\$ 49,185.00	\$ 50,795.00	\$ 52,109.00	\$ 53,419.00	\$ 54,733.00	\$ 55,281.00
3	\$ 49,139.00	\$ 50,447.00	\$ 51,760.00	\$ 53,071.00	\$ 54,383.00	\$ 55,694.00	\$ 56,250.00
4	\$ 50,610.00	\$ 51,919.00	\$ 53,233.00	\$ 54,545.00	\$ 55,858.00	\$ 57,170.00	\$ 57,742.00
5	\$ 52,130.00	\$ 53,440.00	\$ 54,756.00	\$ 56,064.00	\$ 57,380.00	\$ 58,689.00	\$ 59,276.00
6	\$ 53,692.00	\$ 55,017.00	\$ 56,315.00	\$ 57,634.00	\$ 58,940.00	\$ 60,252.00	\$ 60,854.00
7	\$ 56,918.00	\$ 58,229.00	\$ 59,541.00	\$ 60,852.00	\$ 62,164.00	\$ 63,476.00	\$ 64,112.00
8	\$ 60,333.00	\$ 61,645.00	\$ 62,954.00	\$ 64,267.00	\$ 65,578.00	\$ 66,893.00	\$ 67,561.00
9	\$ 64,442.00	\$ 65,263.00	\$ 66,578.00	\$ 67,886.00	\$ 69,202.00	\$ 70,511.00	\$ 71,216.00
10		\$ 68,870.00	\$ 70,208.00	\$ 71,547.00	\$ 72,875.00	\$ 74,038.00	\$ 74,779.00
11		\$ 72,477.00	\$ 73,838.00	\$ 75,208.00	\$ 76,547.00	\$ 77,566.00	\$ 78,341.00
12		\$ 79,415.00	\$ 80,762.00	\$ 82,113.00	\$ 83,600.00	\$ 85,001.00	\$ 85,851.00



**Effective on the first day of the 2021-22 school year, the salaries that were in effect for the 2020-21 school year shall be increased by 2.0% across-the-board.**

FY 2022	2.00%						
STEPS	BA	B15	M/B30	M15	M30	M45	CAGS/PHD
1	\$ 48,172.00	\$ 49,512.00	\$ 50,847.00	\$ 52,190.00	\$ 53,526.00	\$ 54,862.00	\$ 55,411.00
2	\$ 49,136.00	\$ 50,474.00	\$ 51,811.00	\$ 53,152.00	\$ 54,488.00	\$ 55,828.00	\$ 56,386.00
3	\$ 50,122.00	\$ 51,456.00	\$ 52,795.00	\$ 54,132.00	\$ 55,470.00	\$ 56,808.00	\$ 57,375.00
4	\$ 51,622.00	\$ 52,957.00	\$ 54,298.00	\$ 55,636.00	\$ 56,975.00	\$ 58,313.00	\$ 58,897.00
5	\$ 53,173.00	\$ 54,509.00	\$ 55,851.00	\$ 57,185.00	\$ 58,528.00	\$ 59,863.00	\$ 60,461.00
6	\$ 54,766.00	\$ 56,118.00	\$ 57,441.00	\$ 58,787.00	\$ 60,118.00	\$ 61,457.00	\$ 62,071.00
7	\$ 58,057.00	\$ 59,394.00	\$ 60,732.00	\$ 62,069.00	\$ 63,407.00	\$ 64,745.00	\$ 65,394.00
8	\$ 61,539.00	\$ 62,878.00	\$ 64,213.00	\$ 65,552.00	\$ 66,890.00	\$ 68,230.00	\$ 68,913.00
9	\$ 65,731.00	\$ 66,569.00	\$ 67,910.00	\$ 69,244.00	\$ 70,586.00	\$ 71,921.00	\$ 72,641.00
10		\$ 70,248.00	\$ 71,612.00	\$ 72,978.00	\$ 74,332.00	\$ 75,519.00	\$ 76,274.00
11		\$ 73,927.00	\$ 75,315.00	\$ 76,713.00	\$ 78,078.00	\$ 79,117.00	\$ 79,908.00
12		\$ 81,003.00	\$ 82,377.00	\$ 83,755.00	\$ 85,272.00	\$ 86,701.00	\$ 87,568.00

No members of the bargaining unit hired on or after June 30, 2013 shall be eligible to move to the B+15 or M+15 salary lanes. The B+15 and M+15 salary lanes shall remain available to bargaining unit members hired before June 30, 2013.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their representative hereunder duly authorized on this day of \_\_\_\_\_, 2019. This contract, as specifically amended or modified, including date changes, shall continue in effect through August 31, 2022 as voted by the North Brookfield School Committee and approved by the North Brookfield Teachers' Association.

NORTH BROOKFIELD  
SCHOOL COMMITTEE

*Maia Beiter-Tucker*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NORTH BROOKFIELD  
TEACHERS' ASSOCIATION

*Warren C. Bennett*

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## DRUG AND ALCOHOL POLICY

1. Consumption of or being under the influence of any controlled substance during working hours, including school activities held outside school hours, may result in disciplinary action. The term controlled substances' includes alcohol. Prescription and over-the-counter medications taken in accordance with medical instructions are excluded from these regulations.
2. Employees who violate Section 1. are subject to referral for prosecution and disciplinary sanctions by the School Committee consistent with federal and state laws and the Collective Bargaining Agreement, that may include termination of employment and will further be in accordance with Article 21 I. **C and D** of the Agreement.
3. At the discretion of the School Committee in circumstances related to the use of illicit drugs or alcohol, the School Committee may require an employee who has been in violation of Section 1. to enroll in a rehabilitation program. In such cases the employee will assume any program costs not covered by his/her town health insurance and will provide the School Committee with evidence of successful completion of the program.
4. If that employee enrolls in a rehabilitation program that requires time away from work or 24 hour residency, the School Committee will grant the employee a leave of absence for the duration of the program and the employee will be allowed to use sick leave for the period involved.
5. If an employee is suffering from drug or alcohol dependency and is not in violation of Section 1., that employee is encouraged by the School Committee to enroll in a rehabilitation program voluntarily. The employee will assume any program costs not covered by his/her town health insurance policy and will provide the Committee with evidence of successful completion of the program and will be allowed to use sick days.

## SIDE LETTER

Any teacher who applies for and is accepted to work in curriculum or similar committees outside of school hours shall be compensated at the rate of thirty-five (\$35.00) dollars per hour. Any teacher who applies for and is accepted to present programs outside of school hours shall be compensated at the rate of fifty (\$50.00) dollars per hour.

## SIDE LETTER

In the event that the Great and General Court of the Commonwealth of Massachusetts passes legislation that will enable municipalities to purchase group health insurance through the Group Insurance Commission (GIC), the School District Committee and the Town will enter into immediate discussions with its employees concerning the possibility of such a purchase. These discussions will include, but will not be limited to, the possible acceptance of M.G.L., c. 32B, Section 19, a cost-benefit analysis of participation in the GIC, a timetable for making a decision on whether to participate, and the establishment of an on-going process for evaluating the costs benefit of purchasing group health insurance through the GIC.

APPENDIX  
FOR  
SCHOOL NURSES

ARTICLE 1- RECOGNITION

Recognition same as teachers' contract, however, under School Nurses, See Appendix.

ARTICLE 2 - MANAGEMENT RIGHTS

Management Rights same as teachers' contract.

ARTICLE 3- GRIEVANCE PROCEDURE

Grievance Procedure same as teachers' contract.

ARTICLE 4- WORK YEAR

- I. The work year will consist of:
  - A. One-hundred and eighty-one (181) student instructional days.
  - B. Three (3) professional development days, provided nurses who attend professional development outside the normal work period will be excused from scheduled professional development days.
  - C. The final instructional day of the school year shall be a half ( $\frac{1}{2}$ ) day for students.
- II. Nurses required to work additional days by the Committee or its agents will be compensated at a per diem rate derived by dividing the nurse's effective annual salary by 184.
- III. Nurses will not be remunerated for any unauthorized absence, and an amount equal to  $\frac{1}{184}$  of the nurse's effective annual salary will be deducted for each absence so occurring. This offense may be subject to additional disciplinary action by the Committee.
- IV. Same as teachers' contract.
- V. Same as teachers' contract.
- VI. Same as teachers' contract.
- VII. Same as teachers' contract.

ARTICLE 5- WORKDAY

- I. The nurse work day will be seven (7) hours in duration.
  - A. Doesn't apply to nurses' contract.
- II. Doesn't apply to nurses' contract.
- III. The nurse will have a twenty-five (25) minutes duty free lunch other than at lunch or recess time for students.
- IV. Same as teachers' contract.
- V. Same as teachers' contract.
- VI. Same as teachers' contract except last sentence doesn't apply.
- VII. Same as teachers' contract.
- VIII. Same as teachers' contract.
- IX. Same as teachers' contract.

ARTICLE 6- GENERAL CONDITIONS OF EMPLOYMENT

Same as teachers' contract.

ARTICLE 7- RELIEF FROM NON-TEACHING DUTIES

Same as teachers' contract.

ARTICLE 8- INCREMENTS

Same as teachers' contract.

ARTICLE 9- DIFFERENTIALS

Same as teachers' contract.

ARTICLE 10- SICK LEAVE

- I. Same as teachers' contract.
- II. Same as teachers' contract.
- III. 12/184
- IV. Same as teachers' contract.
- V. Same as teachers' contract.
- VI. Same as teachers' contract.
- VII. Same as teachers' contract.

ARTICLE 11 - SICK LEAVE BANK

Same as teachers' contract.

ARTICLE 12- PARENTAL LEAVE

Same as teachers' contract.

ARTICLE 13- PERSONAL LEAVE

Same as teachers' contract.

ARTICLE 14- FUNERAL LEAVE

Same as teachers' contract.

ARTICLE 15-20

Same as teachers' contract.

ARTICLE 21- NURSE EVALUATIONS AND FILES

- I. Same as teachers' contract.



II. Same as teachers' contract.

III. Same as teachers' contract.

IV. The school nurse will be evaluated by January 15th and May 15th by both the High School Principal and the Elementary School Principal. The principals completing the evaluation will sit individually with the school nurse to discuss the evaluation and offer suggestions for improvement. These evaluations will be completed separately and submitted to the Superintendent of Schools.

#### ARTICLE 22- REDUCTION IN FORCE

Same as teachers' contract.

#### ARTICLE 23- SAVINGS CLAUSE

Same as teachers' contract.

#### ARTICLE 24- PART-TIME NURSES

Same as teachers' contract

#### ARTICLES 25-DURATION

Same as teachers' contract.

#### ARTICLE 26-EXTRA CURRICULAR SALARIES

Same as teachers' contract.

#### ARTICLE 27- NURSES' SALARY SCHEDULE

Same as teachers' contract.

## ATTACHMENT A

### CURRICULAR COORDINATORS

#### Performance Expectations:

1. Analyze test information, including MCAS, and identify areas of strength and weakness of test results.
2. Provide to teachers samples of lesson plans that ensure coordination to Frameworks and to the written curriculum.
3. Coordinate the revision of North Brookfield curriculum, as necessary, based on the analysis of test results and instructional planning.
4. Provide monthly reports to the principal on the status of accomplishment of each aforementioned expectation #1-3.
5. Write a summary report of recommendations and accomplishments in each of the expectations #1-3 in June.
6. Review existing curricular materials, including text, and make recommendations for material purchase.
7. Meet monthly with all curricular coordinators to ensure coordinated response to curricular revision.

Appendix A  
TEACHER EVALUATION AND FILES/EVALUATION PROCEDURES

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

1) **Purpose of Educator Evaluation**

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

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

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

professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS whose overall ratings are needs improvement, and are rated as proficient or exemplary in up to one of the following standards: Standard 1: Curriculum, Planning and Assessment or Standard 2: Teaching All Students. Educators with PTS who are rated overall as needs improvement and are rated as needs improvement in both Standard 1 and Standard 2 shall have the length of their plan be from 90 to 181 school days.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 45 school days and no more than 181 school days for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close

of a school year, the plan may include activities during the summer preceding the next school year.

Note: Any Educators that have completed a one or two year evaluation cycle will begin their next evaluation cycle starting on the first day of the following school year.

- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
  - i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset

of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of a

minimum duration of 10 minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U) **\*Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to



those set forth in 603 CMR 35.03.

- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district- determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
  - i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
  - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel

decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.
- EE) **Medically Documented Absence:** An absence which has been documented by a healthcare professional such as a physician, physician's assistant, dentist, nurse or other medically-qualified person as resulting from a medical condition or procedure involving the employee or an immediate family member.
- FF) **Frequently late or absent:** an educator whose cumulative number of absences that have not been medically documented, exclusive of approved professional development bereavement, and jury duty days, is equal to or greater than 12 days in a school year.
- GG) **Occasionally misses or is late:** an educator whose cumulative number of absences that have not been medically documented, exclusive of approved professional development bereavement, and jury duty days, is equal to or greater than 11 but less than 12 days in a school year.
- HH) **Is rarely late or absent from school:** an educator whose cumulative number of absences that have not been medically documented, exclusive of approved professional development, bereavement and jury duty days, is equal to or greater than 4 but less than 11 days in a school year.

**Note:** An educator whose cumulative number of absences that have not been medically documented, exclusive of approved professional development, bereavement, and jury duty days, is less than 4 may earn a rating of "exemplary" on indicator IV-F-1.

### 3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are

aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

- ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district- wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

**B) Judgments based on observations and artifacts of practice including:**

- i) Unannounced observations of practice of a minimum of 10 minutes.
- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and if requested by an Educator on a Directed Growth Plan or Self-Directed Growth Plan.
- iii) Examination of Educator work products.
- iv) Examination of student work samples.

**C) Evidence relevant to one or more Performance Standards, including but not limited to:**

- i) Evidence compiled and presented by the Educator, including :
  - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration,

professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

- (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

#### 4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

#### 5) **Evaluation Cycle: Training**

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

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

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused

substantially on educator evaluation. The superintendent, principal or designee shall:

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

**A) Completing the Self-Assessment**

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

**B) Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or

within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in

teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school.
- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first year of practice or first year assigned to a school:

- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- ii) The Educator shall have four unannounced observations during the school year, unless the educator and the evaluator mutually agree to a greater number of unannounced observations. If an evaluator determines that special circumstances compromise the utility of an unannounced observation, he/she may terminate the observation within the first 10 minutes. An evaluator-terminated observation shall not count as one of the four unannounced observations or be used for evaluative purposes. The Educator has the right to waive one of his observations each year which will not be considered in either the summative or formative reports.

B) In their second and third years of practice or second and third years as a non- PTS Educator in the school:

- i) The Educator shall have four unannounced observations during

the school year, unless the educator and the evaluator mutually agree to a greater number of unannounced observations. If an evaluator determines that special circumstances compromise the utility of an unannounced observation, he/she may terminate the observation within the first 10 minutes. An evaluator-terminated observation shall not count as one of the four unannounced observations or be used for evaluative purposes. The Educator has the right to waive one of his observations each year which will not be considered in either the summative or formative reports.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be no fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
- D) The maximum number of observations over a 2-year cycle will be 8 unless the Educator and Evaluator mutually agree to a greater number of observations. If an evaluator determines that special circumstances compromise the utility of an unannounced observation, he/she may terminate the observation within the first 10 minutes. An evaluator-terminated observation shall not count as one of the four unannounced observations or be used for evaluative purposes. The Educator has the right to waive one of his observations each year which will not be considered in either the summative or formative reports.

**11) Observations**

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



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

A) Unannounced Observations

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

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other Educators at their discretion shall have at least one Announced Observation.
  - (a) The Evaluator & Educator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator

will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

## 12) **Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid- cycle Formative Assessment report is replaced by the Formative

Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to

be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**14) Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or

unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self- Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

**15) Educator Plans – General**

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

study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

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

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

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

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the

next Evaluation Cycle.

**19) Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than 181 school days. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the



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

progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any	June 15

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

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

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

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

**21) Career Advancement**

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

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

ESE will provide model contract language and guidance on rating

educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

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

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

**24) Using Staff feedback in Educator Evaluation**

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

**25) Transition from Existing Evaluation System**

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school, the Educators who are being placed on Self-directed Growth Plans shall be those Educators who were due to be evaluated during the 2012-2013 school year under the previous evaluation system, with the exception of those teachers who completed their third year of employment with the school district during the 2011-2012 school year.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26) **General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.
- G) The Educator may request union representation during a formative or summative assessment meeting.