

AGREEMENT

BETWEEN

NORWOOD SCHOOL COMMITTEE

AND

**NORWOOD ADMINISTRATORS' GROUP
(UNIT B)**

SEPTEMBER 1, 2021 – AUGUST 31, 2024

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 AND
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AGREEMENT BETWEEN
NORWOOD SCHOOL COMMITTEE
AND
THE NORWOOD ADMINISTRATORS' GROUP (UNIT B)

ARTICLE 1 – PARTIES TO AGREEMENT

Section 1.1 - Recognition

The Norwood School Committee (hereinafter referred to as "*Committee*") recognizes the Norwood Administrators' Group (hereinafter referred to as "*Unit B*" or "*Association*") for the purposes of collective bargaining under Massachusetts General Laws, Chapter 150E as the exclusive representative of all professional employees covered by this Agreement. The Unit B Collective Bargaining Agreement shall apply to the following classifications: Vice Principals, Special Education Department Coordinators, Special Education Teacher/Behaviorist, Curriculum Coordinator Grades K-5, Director of Fine Arts, Athletic Director, Manager of Video Technology and Assistant Director Special Education (hereinafter referred to as "*Administrator*") shall refer to any employee covered by this Agreement.

Section 1.2 - Definitions

1.2.1 - Board

Hereinafter referred to as ("*Board*") shall refer to Board of Education.

1.2.2 - Commissioner

Hereinafter referred to as ("*Commissioner*") shall refer to Commissioner of the Department of Education.

ARTICLE 2 – MANAGEMENT RIGHTS

Recognizing that the prime purpose of the Norwood Public Schools (hereinafter referred to as "*school system*") is to provide education of the highest possible quality for the children of Norwood, we, the undersigned parties to this Agreement, agree to the following:

Section 2.1 – School Committee

The Committee, elected by the citizens of Norwood is a public body established under, and with duties, powers, responsibilities and rights provided by the laws of Massachusetts, and applicable rules and regulations of administrative agencies issued under such laws.

Section 2.2 – Superintendent of Schools

The Superintendent of Schools of Norwood (hereinafter referred to as "*Superintendent*") is the executive officer of the Committee and, as such, administers and directs the operation of the school system in accordance with the decisions of the Committee.

Section 2.3 - Agreement

As to all matters covered by this Agreement, the express provisions hereof shall control in any case where a conflict may exist between such express provisions and any policy, practice, procedure, custom or writing not incorporated in this Agreement.

Section 2.4 – Legal Rights

Nothing in this Agreement shall be construed in any way to alter, modify, change, or limit the authority and/or the jurisdiction of the Committee as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decision of the Supreme Judicial Court of Massachusetts, laws of the United States, or any statute or ordinance.

Section 2.5 – Other Rights

The parties agree that each has exercised its rights to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Agreement shall continue in effect. The Committee has, and shall continue to retain, whether exercised or not, all of the rights, powers and authority delegated to it in the future by any statute, by-law, legal decision or ordinance. The Committee shall have the sole right, responsibility and prerogative to manage, supervise and control the affairs of the school system and to direct the working forces and to exercise its duties and responsibilities.

ARTICLE 3 – CONTRACT IMPLEMENTATION

Section 3.1 - Ratification and Funding

This Agreement is subject to ratification by both parties and Town Meeting funding.

Section 3.2 - Effective Dates

The terms of this Agreement shall become effective on September 1, 2021 and shall continue in full force and effect until August 31, 2024.

Section 3.3 - Successor Contract

The Committee agrees to enter into negotiations with Unit B for a successor Contract to become effective September 1, 2024, not later than October 1, 2023.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 - Definitions

4.1.1 - Grievance

A grievance is defined as an alleged violation concerning the interpretation or application of any provision of this Agreement with respect to wages, hours, or working conditions of any Administrator, or Administrators, covered by it.

4.1.2 - Aggrieved Person

An aggrieved person is the person, or persons, making this claim.

4.1.3 - Party in Interest

A party in interest is the person, or persons, making the claim and any person whom might be required to take action, or against whom action might be taken, in order to resolve the claim.

Section 4.2 - Purpose

The purpose of this Section is to provide a speedy and exclusive means of resolving grievances. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Section 4.3 - Limitation of Rights

Nothing herein contained shall be construed as limiting the right of any Administrator having a grievance, to discuss the matter informally with any appropriate member of Administration and having the grievance adjusted without the intervention of the Association; provided, that the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given the opportunity to be present at such adjustment and to state its views.

Section 4.4 - Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. Consequently, any grievance not filed, or appealed, in accordance with the time limits of this Section shall be deemed waived, however, the time limits specified may be extended by mutual agreement.

In the event that a grievance is filed on, or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

Section 4.5 - Level One

An Administrator with a grievance shall first discuss it with his/her immediate superior, with the objective of resolving the matter informally.

Section 4.6 - Level Two

4.6.1 - PR&R Committee

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within fifteen (15) school days after the presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Committee of Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within fifteen (15) school days after the decision at Level One, or fifteen (15) school days after the grievance was presented, whichever is sooner. Within fifteen (15) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent.

4.6.2 - Administration Representative

The Superintendent shall represent Administration at this level of the grievance procedure. Within fifteen (15) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person and/or the Association in an effort to resolve the grievance.

4.6.3 - Waiver of Grievance

If an Administrator does not file a grievance in writing with the Chairman of the PR&R Committee, and the written grievance is not forwarded to the Superintendent within fifteen (15) school days after the Administrator knew, or

should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

Section 4.7 - Level Three

4.7.1 - School Committee Referral

If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairman of the PR&R Committee within fifteen (15) school days after a decision by the Superintendent, whichever is sooner. Within fifteen (15) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Committee. Within fifteen (15) school days after receiving the written grievance, a Sub-Committee of the Committee (hereinafter referred to as the "Sub-Committee") shall meet with the aggrieved person and/or Association for the purpose of resolving the grievance. The ultimate decision of the grievance at Level Three shall, however, be rendered by the full Committee.

Section 4.8 - Level Four - Arbitration

If the aggrieved person and/or the Association is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after he/she first met with the Sub-Committee, he/she may, within fifteen (15) school days after a decision by the Committee, or fifteen (15) school days after he/she has first met with the Sub-Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his/her grievance to arbitration.

If the PR&R Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the Association and the school system, it may submit the grievance to binding arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person and/or Association.

4.8.1 - Arbitrator Selection

Within fifteen (15) school days after such written notice of submission to arbitration, the Sub-Committee and the PR&R Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

4.8.2 - Hearings

The arbitrator so selected shall confer with the representative of the Committee and the PR&R Committee, shall hold hearings promptly and shall issue his/her decision not later than fifteen (15) days from the date of the close of the hearings, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to the arbitrator.

4.8.3 - Arbitrator's Decision

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law, or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding.

4.8.4 - Cost of Arbitration

The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.

Section 4.9 - Rights to Representation

Neither side shall discriminate against anyone on account of participation in the contractual grievance procedure.

Section 4.10 - Grievance Affecting Group

If, in the judgment of the PR&R Committee a grievance affects a group of Administrators, the PR&R Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

Section 4.11 - Grievance Documentation

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

ARTICLE 5 - VACANCIES

All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position, shall be filled according to the procedure listed below.

Section 5.1 - Publicizing

Such vacancies shall be adequately publicized, including a notice in every school (by posting or otherwise) as far in advance of the date of filling such vacancy as possible, however, in no event less than two (2) weeks in advance.

Section 5.2 - Notice of Vacancy

The notice of vacancy shall clearly set forth a suggested list of qualifications for the position, the minimum duties, when available the anticipated salary range, the beginning date of employment, the work year and other pertinent information.

Section 5.3 - Application for Vacancy

Administrators who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent within the time specified in the notice.

Section 5.4 - Acting Appointments

Notwithstanding the foregoing procedures, the Superintendent may in his/her sole discretion make acting appointments from the date of the vacancy for a period not to exceed one (1) year.

ARTICLE 6 - LEAVES WITH REMUNERATION

Section 6.1 - Sick Leave

6.1.1 - Accumulation

Sick leave may be accumulated up to a maximum of two hundred and forty (240) days. Administrators who presently have accumulated more than two hundred and forty (240) days shall not accumulate further sick leave until that total drops below two hundred and forty (240) days.

If a Unit A member is promoted to a Unit B position, that member would carry over into Unit B whatever unused sick days he/she had at the time of the promotion.

6.1.1.1 - New Administrator

All Administrators hired after August 31, 1984 may accumulate sick leave in an amount equal to their regular work year.

6.1.2 - Initial Credit

All Administrators shall be credited with fifteen (15) sick leave days as of September 1st.

6.1.3 - Additional Days

Beginning the second contract year after the date of appointment, fifteen (15) additional sick leave days shall be added to any unused cumulation, and such a process shall continue until the Administrator reaches his/her maximum accumulation as outlined in Section 6.1.1.1.

6.1.4 - Deductions

Sick leave deductions shall be made from the cumulation if payment has been made to the individual during his/her absence; otherwise, no deduction shall be made from the individual's cumulation.

6.1.5 - Changes in Law

In the event that the Legislature enacts any change in the law which requires a change in the existing sick leave policy set forth in this Agreement, the Agreement may be opened for the sole purpose of making such changes as required by such law and for the purpose of proposing changes that may have a direct relationship to the legally required changes.

6.1.6 - Sick Bank

Administrators are eligible to participate in the Sick Leave Bank (hereinafter referred to as "Bank") as outlined in the Collective Bargaining Agreement between the Norwood Teachers' Association and the Committee.

6.1.7 - Reimbursement Upon Retirement

An Administrator upon retirement, after twenty (20) years in a state or municipal system, shall be given reimbursement of one hundred (100) accumulated sick days at One Hundred and 00/100 (\$100.00) Dollars per day with a deductible of one hundred (100) days. The maximum buyback and dollar exposure would be Ten Thousand and 00/100 (\$10,000.00) Dollars. The one hundred (100) day deductible may be waived by the Superintendent in cases of extenuating circumstances.

6.1.7.1 - Notification

One (1) year prior notification of retirement must be given to the Superintendent in order for this provision to become operative.

6.1.8 – Use of Accrued Days

Any Administrator may use up to five (5) of their accrued sick days towards the family portion of the Family and Medical Leave Act (FMLA) days do not need to be consecutive.

Section 6.2 - Personal Leave

Personal leave is to be used to transact important matters that cannot be done at any other time (i.e., legal matters, etc.) An Administrator shall be allowed a total of three (3) personal days of absence each calendar year. Any Unit B member may roll over up to two (2) unused personal days annually into their sick leave.

6.2.1 - Requesting

Notification of personal leave must be made at least three (3) days before taking of such leave, except in case of emergency.

Section 6.3 - Sabbatical Leave

6.3.1 - Eligibility

To be eligible for sabbatical leave, an Administrator must have completed seven (7) consecutive years of service in the school system at the time the leave would become effective.

6.3.2 - Leave Purpose

The leave must be for the purpose of attending a college, other course of study, travel or other activities which shall, in the opinion of the Superintendent, increase the Administrator's effectiveness.

6.3.3 - Leave Duration

The leave shall be for either one half (1/2) year at full pay or for a full year at one half (1/2) pay.

6.3.4 - Written Agreement

As a condition for granting such leave, the Administrator shall enter into a written agreement to return to the active service in the school system for a period of at least two (2) full school years.

6.3.4.1 - Terms Fulfillment

An Administrator who does not fulfill this agreement shall have agreed in writing to repay the Town the amount of salary received during the sabbatical leave.

6.3.5 - Restrictions

Not more than two (2) members of the Association eligible for sabbatical leave shall be eligible to go on sabbatical at any one (1) time. In unusual circumstances, the Committee may waive this requirement.

The Committee reserves the right, which shall not be exercised arbitrarily or unreasonably, to defer or postpone any requests for sabbatical leave where the granting of such leave would impose a burden upon the school system.

6.3.6 - Tenure and Schedule Placement

During the Administrator's absence from the school system, his/her tenure and placement on the salary schedule would be unimpaired.

6.3.7 - Interruption of Study Program

Should the program of study or research being pursued by the Administrator on sabbatical leave be interrupted by serious accident, or illness, and verified by the Superintendent, this unforeseen fact shall not be considered as a breach of the contractual agreement, nor prejudice the Administrator against receiving all rights and benefits provided for under the terms of the sabbatical leave policy; provided, the Superintendent was notified of such accident, or illness, by registered letter within fifteen (15) days of its occurrence.

6.3.8 - Requesting

Requests for such leaves must be submitted in writing to the Superintendent by February 1st of the school year preceding the school year for which such leave is requested.

6.3.9 - At Completion

Upon completion of such leave, the recipient shall submit a written report to the Superintendent containing the transcripts of university or college work completed during the leave and any reports essential to the evaluation of the program.

Section 6.4 - Marriage Leave

An Administrator may have one (1) day off with pay, chargeable to sick leave, for his/her marriage or for the marriage of a member of the immediate family, which includes mother, father, brother, sister, child, or any permanent resident of the same household.

Section 6.5 - Bereavement Leave

Funeral leave shall be granted up to five (5) days on account of the death or funeral of a member of the immediate family, which includes: parent, spouse or child; up to three (3) days on account of the death or funeral of a member of the immediate family, which includes: grandparent, spouse's grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild or any permanent member of the same household as the Administrator; and up to one (1) day for the death or funeral of a member of the immediate family, which includes: aunt, uncle, niece or nephew. Such leave is chargeable to sick leave.

Section 6.6 - Religious Leave

Up to three (3) days leave for religious reasons may be taken by an Administrator. Such leave may be deducted from the Administrator's accumulated sick leave or, at the written request of the Administrator, may be made up by compensatory time arrangements to be made by the Superintendent, or his/her designee.

Section 6.7 - Jury Leave

Administrators who are required to serve on a jury shall be paid the difference between their regular salary and whatever compensation they receive as jurors. Time spent on jury duty shall not be deducted from sick leave.

Section 6.8 - Court Appearances

An Administrator required to be absent from school as a result of subpoenaed court appearance in connection with his/her employment shall not lose sick leave, personal days or salary as a result of this appearance.

ARTICLE 7 - LEAVES WITHOUT REMUNERATION

Section 7.1 - Leaves of Absence

7.1.1 - Eligibility

A leave of absence without remuneration may be granted to qualified personnel upon written application. A leave of absence of one (1) year may be granted to any Administrator who has served a minimum of five (5) years in the school system.

7.1.2 - Leave Purpose

A leave of absence may be granted for the following reasons: study, travel, experiences that contribute to the professional growth of the Administrator, or personal needs.

7.1.3 - Requesting

If a full year leave of absence is requested, written notification should be filed with the Superintendent no later than May 15th prior to the school year said leave is expected to be taken. In extraordinary circumstances this date can be waived by the Superintendent.

7.1.4 - Seniority Credit

Any Administrator who applies for and is granted, and has taken an unpaid leave of absence of one (1) year, or more, after September 1, 1984 shall receive no seniority credit for time spent on such leave. Such leave shall not be construed as a break in service.

7.1.5 - Reinstatement to Duty

Reinstatement to duty during the school year shall be at the discretion of the Superintendent, who may postpone the return of said Administrator to a date no later than the beginning of the following school year.

7.1.6 - Pay Deduction

Deduction of pay for leaves without remuneration shall be made from the check for the pay period following that during which the leave occurs.

7.1.7 - Notice of Return

The Superintendent, or his/her designee, shall send a letter to any Administrator on leave of absence by February 1st stating that the Administrator must, no later than March 1st, notify the Superintendent, in writing, of their intent to return. Failure to do so shall be deemed to be a resignation.

Section 7.2 - Planned Program of Study

Leave of absence for study on a planned program, the completion of which would significantly increase the Administrator's value to the school system, may be given by the Superintendent and/or Principal.

Section 7.3 - Illness Leave

In case of illness, a leave of absence not to exceed one (1) year shall be granted upon certification from medical authorities that such leave is necessary.

7.3.1 - Extension

When illness necessitates, an additional leave of absence may be granted upon approval of the Superintendent and/or Principal.

Section 7.4 - Emergency Leave

Emergency leave of absence of less than one (1) year may be granted to any Administrator for emergency purposes or personal reasons. Should less than sixty (60) days be requested, the leave may be granted at the discretion of the Superintendent.

Section 7.5- Statutory Leaves (FMLA, MPLA, and SNLA):

Notwithstanding anything in this Agreement to the contrary, any employee may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").

Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. If an employee qualifies for FMLA, MPLA or SNLA leave, the District has the right to designate applicable paid leave as FMLA; MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The District shall have the right to establish procedures for requesting the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this Agreement. Any other changes are subject to collective bargaining. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

7.5.1: Parental Leave:

Parental leave shall be granted to all employee's subject to, and in conformity with the requirements of Chapter 149, 105D of the General Laws as referenced in Appendix A attached hereto. It is agreed that a parental leave can be taken for the balance of the contract year, no matter when the leave commences.

7.5.1.1: Options:

However, a teacher has (3) options: 1. A leave of eight (8) calendar weeks or less per MPLA; or 2. Four (4) additional school weeks for a total leave of 12 weeks (8 weeks MPLA and remaining 4 weeks of FMLA). Five (5) days of the additional 4 weeks may be paid under the FMLA provided the employee has the accrued sick leave benefits available. 3. The remainder of the contract year.

7.5.1.2 - Notification:

Once an employee chooses their option, they cannot change it. The employee shall give at least 2 weeks' notice to the employer of the anticipated date of departure and the employee's intention to return or provide notice as soon as practical if the delay is for reasons beyond the individual's control.

7.5.1.3- Failure to Notify:

Failure to notify the Superintendent of your leave plan after six (6) weeks will result in an automatic extension to the additional four (4) weeks of leave available under FMLA. Failure to report after twelve (12) weeks will be construed as job abandonment.

7.5.1.4 - Pay:

MPLA provides for up to 8 weeks of unpaid leave. Whether such leave will be paid is governed by district policy and this agreement. Teachers with available qualifying leave benefits will receive paid leave. Qualifying leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave, except as detailed below:

- Childbirth and Pregnancy Related Leave. Paid leave to a teacher who gives birth to a baby is available for any workdays during the eight (8) calendar weeks, based upon documented medical need, subject to the teacher having available sick leave.

- Non-Birthing Parent. If a teacher becomes a parent without giving birth (e.g. because teacher's spouse gives birth to a baby) and is therefore not eligible for sick leave due to the teacher's own temporary disability, the teacher will be able to access up to ten (10) consecutive days of accumulated sick leave to cover MPLA qualifying parental leave upon presentation to the district of suitable documentation.

- Adoption. If a teacher adopts a child, the teacher may access up to eight (8) weeks (40 days) of available sick leave to cover MPLA qualifying parental leave upon presentation to the district of suitable documentation. If both parents are employees of the district the 8 weeks shall be in the aggregate.

7.5.1.5 – Seniority Credit:

The teacher shall accrue seniority credit for the first eight (8) weeks of their parental leave regardless of which option chosen.

7.5.1.6 – Seniority Credit:

Any teacher who takes unpaid leave of absence greater than thirty (30) workdays shall receive no seniority credit for time spent on leave(s) over a thirty (30) day work period. Such leave(s) shall not be construed as a break in service.

Section 7.6 - Small Necessities Leave Act (SNLA):

The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes. Teachers may access personal leave, if available, for SNLA leave.

Section 7.7 - Seniority Credit

Any teacher who takes an unpaid leave of absence after September 1, 1984 for greater than thirty (30) workdays shall receive no seniority credit for time spent on such leave(s) over a thirty (30) day work period. Such leave(s) shall not be construed as a break in service.

ARTICLE 8 - BENEFITS

Section 8.1 - Health Insurance

Hospital, medical, surgical and insurance benefits shall be provided under the authority granted by §32B of the Massachusetts General Laws, as adopted by the Town of Norwood.

8.1.1 - Insurance Premium Reduction Plan

The school system agrees to offer the Town of Norwood's *Insurance Premium Reduction Plan* to the Association as long as there is no additional cost to the School Department.

8.1.2 - Health Insurance Premiums

The Town of Norwood agrees to set the premiums at the following contribution rates:

HMO Plans	Eighty (80%) percent Town and Twenty (20%) percent Employee
PPO Plans	Year 1: Seventy-Five (75%) percent Town and Twenty-Five (25%) percent Employee Year 2: Seventy-Seven and One-Half (77.5%) percent Town and Twenty-Two and One-Half (22.5%) percent Employee Years 3-6: Eighty (80%) percent Town and Twenty (20%) percent Employee
Indemnity Plans	Fifty-Five (55%) percent Town and Forty-Five (45%) percent Employee

ARTICLE 9 – REDUCTION IN FORCE

Section 9.1 - Administrator Classification

For the purpose of this Article, classification of Administrators and seniority dates of all Administrators within each classification shall be established:

<i>Class I</i>	Vice Principal
<i>Class II</i>	Director of Fine Arts
<i>Class III</i>	Athletic Director
<i>Class IV</i>	Special Education Department and Curriculum Coordinators
<i>Class V</i>	Manager of Television and Video Services

Section 9.2 - Seniority

If, in the Committee's opinion, it is ever necessary to reduce the administrative staff within a particular classification, it shall be on the basis of an Administrator's length of continuous full-time service in the school system in that particular classification. The Administrator with the least amount of continuous, full-time service in a particular administrative classification shall be laid off first.

Section 9.3 - Fallback Within Unit B

If the position which a Vice Principal holds is eliminated, and such Administrator has held an administrative position in the school system, he/she shall be entitled to return to the former position provided he/she is senior to the Administrator to be bumped and held such a position immediately prior to the appointment as Principal or Vice Principal. Such Administrator shall be placed on the seniority list with total administrative time applied to the reduced category.

Section 9.4 - Salary Frozen

Any Administrator who is demoted under the RIF provisions of this Agreement shall be entitled to a one (1) time lump payment of seventeen and one-half (17.5%) percent of his/her current salary payable before September 1st of the subsequent academic year.

9.4.1 - Requirements

The provisions of these Sections shall apply only to an Administrator who has held the affected position for a total of more than six (6) years and was appointed prior to September 1, 1982.

Section 9.5 - Fallback to Unit A

If an Administrator is relieved of his/her duties because of a reduction in staff, or the abolishment of a position, he/she shall be offered a teaching position in the discipline he/she previously taught in the school system, with full seniority credit for length of service as an Administrator and a teacher.

9.5.1 - Academic Requirement

Any Administrator who, through bumping, reverts to his/her former discipline in Unit A shall be required to take up to two (2) three (3) credit courses as required by the Superintendent.

ARTICLE 10 – FINANCIAL ARRANGEMENTS

Section 10.1 - Payment of Salaries

Salaries shall be paid bi-weekly direct deposit.

10.1.1 – Payment of Retroactive Salaries

In the event that the parties ratify and execute a new Collective Bargaining Agreement subsequent to the agreed upon date in Section 3.2, the School Committee will process for payment any retroactive monies no later than the third payroll period subsequent to the execution of the Agreement.

Section 10.2 - Summer Checks

Summer checks paying July and August salaries in a lump sum shall be available at the Payroll's Office, or by mail, no later than the first business day of the fiscal year. Unit B members shall be provided with the option of being paid in twenty-six (26) equal installments to be paid bi-weekly beginning in September through August inclusive. Unit B members that choose this option must be enrolled in direct deposit. The deadline to notify the business office is the 2nd Friday in February. There will be no need to respond annually.

Section 10.3 - Attendance at Conferences

An Administrator shall be reimbursed for nominal costs incurred in connection with attending professional development conferences assigned and approved by the Principal and/or Superintendent.

Section 10.4 - Mileage Allowance

Use of private vehicle for school purposes shall be compensated at a rate determined on an annual basis. The rate shall be the then current IRS rate. In addition, the following positions will be provided with an annual stipend for the use of their vehicle on district-related activities:

<i>Administrator</i>	<i>Amount</i>
Athletic Director	\$2,500.00 per year
Manager of TV and Video Services	\$1,500.00 per year
Special Education Coordinators	\$1,000.00 per year
Assistant Director of Special Education	\$1,000.00 per year

Section 10.5 - Course Reimbursement

The Committee agrees to fund course reimbursement at the rate of Six Hundred and 00/100 (\$600.00) Dollars per member.

10.5.1 - Approval

Administrators shall be reimbursed an amount equal to one-half (1/2) the tuition at a Massachusetts State College, or a maximum of Six Hundred and 00/100 (\$600.00) Dollars, for up to two (2) three (3) credit graduate courses per year. Course selections must be approved by the Superintendent, or his/her designee. In order for a course to be approved for reimbursement purposes, the Administrator must be enrolled as a special or continuing student at the college offering the credit.

10.5.2 - Notification

In order to be eligible for course reimbursement, the Administrator must notify the Superintendent of his/her intent to enroll in a course by September 15th, December 15th, or June 15th prior to the beginning of the semester in which the Administrator plans to take the course.

10.5.3 - Reimbursement

In order to be eligible for course reimbursement, the Administrator must receive a final grade of B or better. No later than sixty (60) days after the completion of the course, the Administrator shall submit documentation of successful course completion. No later than thirty (30) days after submission of documentation, the Committee shall reimburse the Administrator.

Section 10.6 – Additional Benefits:

10.6.1: The District will provide suitable devices to adequately document evidence in student discipline cases to avoid the use of personal devices

10.6.2: Training:

The District will pay the Unit B member for training provided to the district as follows:

 \$300.00 Half-Day Training

 \$600.00 Full-Day Training.

10.6.3: Mentoring:

The Committee agrees to provide mentoring to members new to the position. Administrators who take on the role of Mentor shall be compensated at the Unit A contractual rate. If a suitable mentor cannot be found, the Committee agrees that the District will contract an outside vendor to serve as mentors.

ARTICLE 11 – ADMINISTRATOR EVALUATION

Section 11.1 – Administrator Performance Standards

Administrators will be evaluated using the Norwood Public Schools Performance Evaluation of Administrators adopted December 3, 2013 and referenced in Appendix II attached hereto.

Section 11.2 - Frequency

Administrators will refer to pages 19 through 23 for timelines for the Administrator Evaluation System as referenced in Appendix II attached hereto.

Section 11.3 - Evaluation Discussion

Each Administrator evaluated shall be allowed to discuss any evaluation report with his/her evaluator and provide written comments regarding said report which shall be filed with said report.

Section 11.4 - Review of Personnel File

Administrators shall have the right to review the contents of their personnel file by appointment with the Superintendent, or his/her designee, and in the company of the Superintendent, or his/her designee, to make copies of the material contained therein at reasonable times and with reasonable notice. A representative of the Association may accompany the Administrator during such review if he/she so elects.

11.4.1 - Derogatory Material

No derogatory material regarding an Administrator's conduct, service, character or personality shall be filed in his/her personnel folder until the Administrator has had an opportunity to review such material and to file a written response if he/she so chooses within five (5) working days of notification. The Administrator shall affix his/her signature to the derogatory material with the express understanding that his/her signature in no way indicates agreement with the contents of said document.

Section 11.5 - Complaints Against Administrator

When practical, any complaints regarding the performance of an Administrator made to any member of the administration or Committee by any parent, student or other persons shall be promptly called to the attention of the Administrator. If such complaints are not promptly called to the attention of the Administrator, they shall be deemed invalid.

Section 11.6 - Disciplining

If an Administrator is to be disciplined, he/she shall be entitled to have a representative of the Association present if he/she so elects.

11.6.1 -Cause

No Administrator shall be disciplined, reprimanded, or reduced in rank or compensation without good cause.

ARTICLE 12 – SALARY, WORK YEAR AND STIPENDS

Effective September 1, 2021, as referenced in Appendix I attached hereto, the salary schedule will be increased as follows:

- Effective September 1, 2021 Two Percent (2%) across the board increase
Add the following days to the listed positions and increase those salaries accordingly:
 - Three (3) days to Athletic Director (new total: 198)
 - Three (3) days to Director of Fine Arts (new total: 197)
 - Two (2) days to Curriculum Coordinators (new total: 192)
- Effective September 1, 2022 Two Percent (2%) across the board increase
- Effective September 1, 2023 Two Percent (2%) across the board increase

Section 12.1 – Salary Schedule Steps

Administrator salary schedules having more than one (1) step are computed according to the following schedule:

- Step 1* Eighty (80%) percent of maximum
- Step 2* Eighty-five (85%) percent of maximum
- Step 3* Ninety (90%) percent of maximum
- Step 4* One Hundred (100%) percent of maximum

- Effective September 1, 2021 Two Percent (2%) across the board increase
Add the following days to the listed positions and increase those salaries accordingly:
 - Three (3) days to Athletic Director (total days:198)
 - Three (3) days to Director of Fine Arts (total days: 197)
 - Two (2) days to Curriculum Coordinators (total days: 192)
 - Twenty (20) days to Special Education Assistant Directors (total days:210)
- Effective September 1, 2022 Two Percent (2%) across the board increase
 - Add Step 7 to BCBA and Curriculum Coordinators (\$1,500 increase over Step 6)
- Effective September 1, 2023 Two Percent (2%) across the board increase
 - Add Step7 to Manager of Video Technology and SPED Coordinator/Assistant Director (\$1,500 increase over Step 6)

12.1.1 – New Administrator Placement

The Committee reserves the right to place a new Administrator on any schedule step.

Section 12.2 - Stipends

Stipend positions may be performed by either teachers or Administrators at the direction of Superintendent and/or the Principal. All members of Unit B are eligible to receive Unit A Stipends.

12.2.1 –After Hours/Weekend A.V. Support

A stipend of Thirty-One and 93/100 (\$31.93) Dollars per hour (two hours minimum) will be paid for after hours/weekend A.V. Support.

Section 12.3 – Longevity

Each Administrator shall be granted an additional lump sum payment annually, on the second payroll of December, in accordance with the following schedule:

- After fourteen (14) years in a related educational position \$950.00
- After nineteen (19) years in a related educational position \$1,500.00
- After twenty-four (24) years in a related educational position \$1,750.00
- After twenty-nine (29) years in a related educational position \$2,000.00
- After thirty-four (34) years in a related educational position \$2,250.00

Section 12.4 – Enhanced Longevity

Administrators, who have completed ten (10) years of service in the Norwood Public Schools, may elect enhanced longevity payments of Three Thousand and 00/100 (\$3,000.00) Dollars per year for up to three (3) consecutive years. Administrators who participate in this plan will no longer be eligible to receive payments pursuant to Section 6.1.7 of this Agreement. Administrators will be entitled to the maximum sum of Nine thousand and 00/100 (\$9,000.00) Dollars if they complete the three (3) year period. Administrators who do not complete three (3) years in the plan will receive Three

Thousand and 00/100 (\$3,000.00) Dollars per year for each year they do complete. A written application for enhanced longevity must be filed with administration by November 1st for the next school year.

Section 12.5 – Education Incentive Payments

Administrators who are working towards or complete additional degrees as members of Unit B shall be eligible for one-time Education Incentive Payments as follows:

Masters +15 credits	\$1,500
Masters +45 credits or a second Masters	\$2,500
CAGS	\$3,500
Doctorate	\$5,000

12.5.1 Eligibility.

(a) New Unit Members. Effective September 1, 2021, new unit members will be eligible for an Education Incentive Payment after three (3) years in Unit B. Incentive payment is based on new or additional education obtained after joining Unit B. For instance, a new member who has a Masters+15 at time of hire, will be eligible for an Incentive Payment after 3 years and upon obtaining the second masters or Masters+45 level.

(b) Existing Unit Members. Effective September 1, 2021, existing unit members will be eligible for this benefit based on the highest category of education the member has achieved as of September 1 2021. For instance, a member with a CAGS will be eligible for payment at the CAGS level only; not the Masters+15, Masters+45 and CAGS. Members in between categories will be paid at the highest category level already achieved. For instance, a member with Masters+60 will be eligible for payment at Masters+45. Each member is eligible for only one payment during the term of the FY22-FY24 contract. Payments for existing members will be phased in over the course of the FY22-FY24 contract, with eligibility set by job title as follows:

Phase in schedule for Unit B Education Incentive Payments

FY22: Director of Fine Arts, Assistant SPED Director (one (1) would be eligible), Secondary School BCBAs (there is only 1)

FY23: Middle School Vice Principals (only 1 has credits beyond Masters), Elementary School BCBAs (there are 2)

FY24: Athletic Director, NHS Vice Principal, Curriculum Coordinators, Assistant SPED Director (the second one who would then have 3 years of service in NPS)

Additional education or degrees obtained by unit members after August 31, 2024, may be submitted for approval after FY24.

12.5.2 Application and Approval.

To receive an Education Incentive Payment, eligible administrators must apply in writing to the Superintendent no later than January 15 of the year preceding the year in which the member wishes to receive their incentive payment. For FY22 payments only, application deadline will be September 15, 2021, since January 15 has already passed.

Applications must include the category for which the member is seeking payment and all necessary transcripts or evidence of degree obtainment and/or completed course work. For unit members applying for a second or subsequent payment, they should include the year in which they received their last incentive payment and the degree category the payment was received for. No payment will be made unless all supporting documentation has been received.

Individuals who miss a submission deadline or submit late documentation will be eligible for and will have their request for reimbursement processed as part of the next cycle.

Must be current Unit B member to receive payment. Meaning a member who submits in January 2024, but then resigns in August 2024, will not receive payment in FY25.

12.5.3 Payment. Payments will be made in the first pay period of February each year.

Section 12.6 – Notice of Early Resignation

Unit B members who plan to resign from the employ of the Norwood Public Schools before the end of the school year must give at least sixty (60) calendar days' notice to their supervising administrator (Building Principal or Director of Student Services), whichever is applicable. The Superintendent has the discretion to reduce the number of days notice required where circumstances warrant.

Section 12.7 – Meetings

12. 7.1: All Curricula & K-12 Directors will be included in all Administrative meetings at the discretion of the Superintendent of Schools.

Section 12.8 – Work Year

The work year shall follow the academic year calendar and shall constitute the number of total days worked as identified in the Unit B Salary Scale. As the majority of the members' work is done during the days that school is in session, this should be the priority. The days beyond the 184 should be arranged with the member's immediate supervisor.

ARTICLE 13 – SEVERANCE POLICY

Section 13.1 – Purpose

The intent of this policy is to provide a financial incentive for an Administrator to terminate their employment, thereby providing a benefit to the Administrator and long-term financial savings to the Town of Norwood.

Section 13.2 – Eligibility

Participation in the Severance Policy is subject to the following conditions:

- (a) That the Administrator notify the Superintendent no later than May 1st of their resignation to be effective no later than July 1st of that calendar year;
- (b) That the Administrator have fifteen (15) years of service to the Town of Norwood; and
- (c) That the Superintendent shall have sole discretion regarding the selection of specific Administrators to participate in the Severance Policy and his/her decisions in this regard shall be final and non-grieveable.

Section 13.3 – Severance Compensation

- (a) Participants in the Severance Policy shall receive a one (1) time incentive payment of Five Thousand and 00/100 (\$5,000.00) Dollars. Said payment shall be made no later than October 1st of the year in which an Administrator is leaving.
- (b) Severance compensation shall be paid out of the difference between the departing Administrator's salary and his/her replacement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement, and duplicate thereof, this 4th day of August, 2021.


NORWOOD SCHOOL COMMITTEE


Teresa Stewart, Chair


Myev Bodenhofer

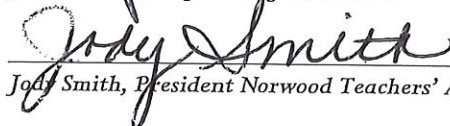

Joan Giblin, Ph.D.


David M. Hiltz, Jr.


Anne Marie Mazzola, Vice Chair

NORWOOD ADMINISTRATORS' GROUP


Jack Tolman, Negotiating Chairman


Jody Smith, President Norwood Teachers' Association

APPENDIX I – SALARY AND WORK YEAR SCHEDULE

**APPENDIX II – NORWOOD PUBLIC SCHOOLS PERFORMANCE EVALUATION OF
ADMINISTRATORS**

UNIT B SALARY SCALE	2020-2021	2021-2022	2022-2023	2023-2024
INCREASE	2.00%	2.00%	2.00%	2.00%
VICE PRINCIPAL				
DAYS WORKED	220	220	220	220
Step 1	\$92,138	\$93,981	\$95,861	\$97,778
Step 2	\$97,896	\$99,854	\$101,851	\$103,888
Step 3	\$103,658	\$105,731	\$107,846	\$110,003
Step 4	\$116,622	\$118,954	\$121,333	\$123,760
Step 5	\$117,930	\$120,289	\$122,695	\$125,149
Step 6	\$119,538	\$121,928	\$124,367	\$126,854
Step 7	\$121,106	\$123,528	\$125,999	\$128,519
DIRECTOR FINE ARTS				
DAYS WORKED	194	197	197	197
Step 1	\$89,340	\$92,536	\$94,387	\$96,274
Step 2	\$94,929	\$98,325	\$100,292	\$102,297
Step 3	\$100,511	\$104,107	\$106,189	\$108,313
Step 4	\$112,882	\$116,921	\$119,259	\$121,645
Step 5	\$114,191	\$118,276	\$120,642	\$123,054
Step 6	\$118,186	\$122,414	\$124,862	\$127,360
Step 7	\$119,754	\$124,038	\$126,519	\$129,049
ATHLETIC DIRECTOR				
DAYS WORKED	195	198	198	198
Step 1	\$88,452	\$91,609	\$93,441	\$95,310
Step 2	\$93,980	\$97,335	\$99,282	\$101,267
Step 3	\$99,509	\$103,060	\$105,121	\$107,224
Step 4	\$112,376	\$116,387	\$118,715	\$121,089
Step 5	\$113,685	\$117,742	\$120,097	\$122,499
Step 6	\$118,248	\$122,469	\$124,918	\$127,417
Step 7	\$119,817	\$124,093	\$126,575	\$129,106
MANAGER OF VIDEO TECHNOLOGY				
DAYS WORKED	200	200	200	200
Step 1	\$81,351	\$82,978	\$84,637	\$86,330
Step 2	\$82,659	\$84,312	\$85,998	\$87,718
Step 3	\$83,999	\$85,679	\$87,393	\$89,141
Step 4	\$86,568	\$88,299	\$90,065	\$91,866
Step 5	\$88,175	\$89,939	\$91,738	\$93,572
Step 6	\$89,743	\$91,538	\$93,369	\$95,236
Step 7				\$96,736

SPECIAL EDUCATION COORDINATORS				
DAYS WORKED	190	190	190	190
Step 1	\$95,493	\$97,403	\$99,351	\$101,338
Step 2	\$97,033	\$98,973	\$100,953	\$102,972
Step 3	\$98,373	\$100,340	\$102,347	\$104,394
Step 4	\$99,747	\$101,742	\$103,777	\$105,852
Step 5	\$101,354	\$103,381	\$105,449	\$107,558
Step 6	\$102,923	\$104,981	\$107,081	\$109,222
Step 7				\$110,722
SPECIAL EDUCATION ASSISTANT DIRECTOR				
DAYS WORKED	190	210	210	210
Step 1	\$95,493	\$107,656	\$109,809	\$112,005
Step 2	\$97,033	\$109,391	\$111,579	\$113,810
Step 3	\$98,373	\$110,903	\$113,121	\$115,383
Step 4	\$99,747	\$112,452	\$114,701	\$116,995
Step 5	\$101,354	\$114,264	\$116,549	\$118,880
Step 6	\$102,923	\$116,032	\$118,353	\$120,720
Step 7				\$122,220
CURRICULUM COORDINATOR				
DAYS WORKED	190	192	192	192
Step 1	\$95,493	\$98,428	\$100,397	\$102,404
Step 2	\$97,033	\$100,015	\$102,015	\$104,056
Step 3	\$98,373	\$101,397	\$103,425	\$105,493
Step 4	\$99,747	\$102,813	\$104,869	\$106,967
Step 5	\$101,354	\$104,470	\$106,559	\$108,691
Step 6	\$102,923	\$106,086	\$108,208	\$110,372
Step 7			\$109,708	\$111,902
SPECIAL EDUCATION TEACHER/BEHAVIORIST				
DAYS WORKED	210	210	210	210
Step 1	\$90,902	\$92,720	\$94,574	\$96,466
Step 2	\$92,211	\$94,055	\$95,936	\$97,855
Step 3	\$93,551	\$95,422	\$97,330	\$99,277
Step 4	\$94,924	\$96,823	\$98,759	\$100,735
Step 5	\$96,532	\$98,463	\$100,432	\$102,440
Step 6	\$98,100	\$100,062	\$102,063	\$104,105
Step 7			\$103,563	\$105,635

Norwood Public Schools

System for Educator Evaluation

Teacher and Caseload Educator Contract Language

September 1, 2016

ACKNOWLEDGEMENTS

The 2013 proposed revisions to the Performance Evaluation of Teachers for the Norwood Public Schools is the result of the work of a Committee of teachers and administrators established under Article 8, Section 6 of the Unit A Collective Bargaining Agreement between the Norwood Teachers' Association and the Norwood School Committee.

Members of this Committee were:

Catherine Connor-Moen, Director of Fine Arts
Cindy Derrane, Foreign Language Department Head
Patricia Doucette, Head Teacher, Willett Early Education Center
Teresa Drummey, English Department Head
Dianne Ferreira, Principal, Willett Early Education Center
Robert Griffin, Principal, Callahan School
Charles Haffey, Elementary Science Teacher
James Hayden, Superintendent of Schools
Sean Kane, High School Vice Principal
Christopher Martin, Middle School Music Teacher
Kristen McDonnell, High School Guidance Department Head
Joyce Onischewski, Director of Student Services
John Quinn, High School Drama Teacher
Jodi Smith, SPED Teacher, Oldham School, NTA President
Alexander Wyeth, Assistant Superintendent of Schools

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Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA 02148-4906
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
www.doe.mass.edu

Teacher and Caseload Educator Contract

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Teacher and Caseload Educator Contract

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. 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 Educators 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 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 locally bargained 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.

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- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i. **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, 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 for one school year or less for Educators with PTS who are rated needs improvement.
 - iv. **Improvement Plan** shall mean a plan developed by the Evaluator for at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **Evaluator:** A person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. Evaluators may include assistant superintendent, principals, vice principals, directors, housemasters, department heads and chairs. Housemasters will only conduct unannounced observations. 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. They will include the Superintendent, Assistant Superintendant, Principals, Vice-principals, and Directors.
 - 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 Evaluators will be the Department Chairs, Housemasters and Coordinators.

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- 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 ACCESS gain scores.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visit(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in written feedback to the Educator, are not observations as defined in this Article.

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- T) **Parties:** The parties to this agreement are the Norwood School Committee and the Norwood Teachers 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.
- 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)

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- 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 consist 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, growth, and achievement :** 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.

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 locally-bargained district 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 ACCESS 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.

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- 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 shall be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i. Unannounced observations of practice;
 - ii. Announced observation(s);
 - iii. Examination of Educator work products; and or
 - 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 Feedback – see # 23-24, below; and

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 parties agree that the rubrics attached to this agreement shall be used for the first year of implementation, to be reviewed by the joint study committee at the end of the first year and again at the end of the two-year cycle.

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 and in cooperation with the Norwood Teachers Association.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the

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superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one month of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

C)

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 district and school goals and 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 Evaluator a self-assessment by October 15th 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 attached 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. For Educators in their first year of practice, the Evaluator will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

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- ii. 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.
- iii. Educators with PTS are encouraged to meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- 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 similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
 - iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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- 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) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- B) The Educator shall have at least three unannounced observations during the school year.

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

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

D)

11) **Observations**

The Evaluator's first two observations of the Educator who is not on a self-directed plan shall take place by December 15th. Observations required by the Educator Plan shall 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 or worksite visitations, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
 - ii. The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox.

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- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 20 school days.

B) Announced Observations

- i. All non-PTS Educators, PTS Educators on Improvement Plans and Directed Growth plans, and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity.
 - (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 unforeseen circumstances 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 10 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

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constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be collaboratively agreed upon by the Evaluator and 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) The Evaluator and the Educator will meet within 10 school days before and/or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face.
- G) The Educator shall sign the Formative Assessment report by within 3 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative 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) 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.
- B) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than June 15th of the first year of the two year cycle. The

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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.

- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be collaboratively agreed upon by the Evaluator and the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within 10 school days after completion of the Formative Evaluation Report.
- F) The Educator shall sign the Formative Evaluation report by within 3 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- G) The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report.
- 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 year Educator Plan, the summative report must be written and provided to the educator by May 15th. For Educators on a two year Educator Plan, the summative report must be written and provided to the Educator by June 1st.
- B) The Evaluator determines a rating on each standard and assigns 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) 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.

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- D) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be collaboratively agreed upon by the Evaluator and 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.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, or to the Educator's school mailbox no later than May 15th for Non-PTS Educators and June 1st for PTS Educators.
- I) The Evaluator shall meet within 10 school days with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 15th.
- J) The Evaluator shall meet within 10 school days 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 15th.
- K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L) The Educator shall sign the final Summative Evaluation report within 3 school days of receiving the report. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M) The Educator shall have the right to respond in writing within 10 school days to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

- 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.

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- B) The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 - iii. An outline of 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. These activities shall be paid for by the district as funding allows. If funding is not available, a cost neutral plan will be developed and shall take place within the contractual workday whenever possible.

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 at least annually.

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

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and 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.

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- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- 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. An educator with an unsatisfactory rating in any standard may receive an overall rating of unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include suggested 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 an Evaluator (see definitions) who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - 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 may request that a representative of the Norwood Teachers Association (NTA) attend the meeting. As soon as possible, the Evaluator will assemble an Improvement Plan Team consisting of the teacher, evaluators, and a representative of the NTA to develop the Improvement Plan, which will include the provisions of specific assistance to the Educator.
- 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;

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- 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 and,
 - vii. Include the signatures of the Educator and Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- 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) 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) If the Evaluator determines that the Educator is not making substantial progress toward proficiency or 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)

Teacher and Caseload Educator Contract

Timeline for All Non-Professional Status Educators

Developing Educator Plan (for one year or less)

Responsibilities and Tasks:	Completed By:
Minimum number of observations during evaluation cycle:	1 announced; 3 unannounced observations*
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process.	September 15
Evaluator meets with first-year educators October 1 (and with all other Non-PTS educators by October 15) to assist in self-assessment and goal setting process.	October 1
Educator submits self-assessment (Form 1) and proposed goals (Form 2A).	October 15
Evaluator meets with Educators individually, or in teams, to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 1
Evaluator completes Educator Plans. (Form 2B)	November 15
Evaluator shall complete <u>first and second observation</u> (1 announced recommended) of each Educator.	December 15
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards.	January 15
Evaluator completes mid-cycle Formative Assessment Report (Form 4A) .	February 1
Evaluator shall complete <u>third and fourth observation</u> of each Educator.	April 1
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards (Form 7).	May 1
Evaluator completes Summative Evaluation Report (Form 5).	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are <u>needs improvement or unsatisfactory</u> .	June 1
Evaluator meets with Educators whose ratings are <u>proficient or exemplary</u> at request of Evaluator or Educator.	June 10

*The observation(s) as noted on the timeline are a minimum and additional observations may occur any time during the school year. One of the formal observations will be facilitated and completed by the principal or vice principal. Unannounced observations will be shared between primary and supervisory evaluators.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

Teacher and Caseload Educator Contract

Timeline for Professional Status Educators on Two-Year Self-Directed Growth Plan

[For Educators with overall rating of proficient or exemplary with moderate to high impact on student learning]

Responsibilities and Tasks:	For Year One Completed By:	For Year Two Completed By:
Minimum number of observations during evaluation cycle:	1 unannounced observation over the two-years*	1 unannounced observation over the two-years*
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process.	September 15	September 15
Evaluator meets with Educators individually or in teams who are beginning a Two-Year Self-Directed Growth Plan to assist in self-assessment and goal setting process. (Educator Plan may be established at Summative Evaluation Report meeting in prior school year).	October 15	December 1
Educator(s) submit(s) self-assessment (Form 1) and proposed goals (Form 2A) for two-year plan.	November 1	NA
Evaluator completes Educator Plans.	November 15	NA
Evaluator completes a minimum of one unannounced observation over two-year cycle.	Before May 1 of second year	May 1
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards (Form 7).	May 1	May 1
Evaluator completes Formative Evaluation Reports (Form 4B) (for Year 1) or Summative Evaluation Reports (Form 5) (for Year 2) and meets with Educators whose overall Formative Evaluation ratings are <u>needs improvement or unsatisfactory</u> .	May 15	May 15
Evaluator completes Formative Evaluation Report(Form 4B) (for Year 1) or Summative Evaluation Reports (Form 5) (for Year 2) and meets with Educators whose overall Formative Evaluation ratings are <u>proficient or exemplary</u> at the request of the Evaluator or Educator.	June 15	June 15

*The observation(s) as noted on the timeline are a minimum and additional observations may occur any time during the school year. Unannounced observations will be shared between primary and supervisory evaluators.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

Timeline for Professional Status Educators On One-Year Self-Directed Growth Plan

[For Educators with overall rating of proficient or exemplary with low impact on student learning]

Responsibilities and Tasks:	Completed By:
Minimum number of observations during evaluation cycle:	1 unannounced observation*
Superintendent, principal, or designee meets with evaluators and educators to explain evaluation process.	September 15
Evaluator meets with Educators on One-Year Self-Directed Growth Plans to assist in self-assessment and goal setting process.	October 1
Educator submits self-assessment (Form 1) and proposed goals (Form 2A).	October 15
Evaluator meets with Educators individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year.)	November 1
Evaluator completes Educator Plans (Form 2B).	November 15
Evaluator completes a minimum of one unannounced observation.	December 15
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards (Form 7).	January 15
Evaluator completes mid-cycle Formative Assessment Reports (Form 4A) .	February 1
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards.	May 1
Evaluator completes Summative Evaluation Report (Form 5).	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are <u>needs improvement or unsatisfactory</u> .	June 1
Evaluator meets with Educators whose ratings are <u>proficient or exemplary</u> at request of Evaluator or Educator.	June 10

*The observation(s) as noted on the timeline are a minimum and additional observations may occur any time during the school year.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

Timeline for Professional Status Educators on Directed Growth Plan (for 1 year or less)

[For Educators with overall rating of needs improvement]

Responsibilities and Tasks:	Completed By:
Minimum number of observations during evaluation cycle:	1 announced; 1 unannounced observation*
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process.	September 15 Suggested Cycle Dates TBD
Evaluator meets with Educators on Directed Growth Plans to assist in self-assessment and goal setting process.	October 1
Educator submits self-assessment (Form 1) and proposed goals (Form 2A).	October 15
Evaluator meets with Educators individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year.)	November 1
Evaluator completes Educator Plans (Form 2B).	November 15
Evaluator shall complete <u>first observation</u> (1 announced recommended).	December 15
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards.	January 15
Evaluator completes mid-cycle Formative Evaluation Reports (Form 4B) .	February 1
Evaluator shall complete <u>second observation</u> .	April 1
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards.	May 1
Evaluator completes Summative Evaluation Report (Form 5).	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are <u>needs improvement or unsatisfactory</u> .	June 1
Evaluator meets with Educators whose ratings are <u>proficient or exemplary</u> at request of Evaluator or Educator.	June 10

*The observation(s) as noted on the timeline are a minimum and additional observations may occur any time during the school year.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

Timeline for Professional Status Educators on Improvement Plan (for 1 year or less)

[For Educators with overall rating of Unsatisfactory]

Responsibilities and Tasks:	Completed By:
Minimum number of observations during <u>one year</u> evaluation cycle:	1 announced; 4 unannounced observations*
Minimum number of observations during <u>6 months or fewer</u> evaluation cycle:	2 announced; 2 unannounced observations*
Within 10 school days of notification to the Educator that he/she is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the educator to discuss the Improvement Plan, and establish goals.	TBD:
Establish Support Team.	
Establish Timeline.	
Evaluator shall complete <u>first observation</u> .	
Evaluator shall complete <u>second observation</u> .	
Progress Review #1 by Support Team.	
Evaluator shall complete <u>third observation</u> (announced recommended by this time).	
Evaluator completes mid-cycle Formative Evaluation Reports (Form 4B) .	
Evaluator shall complete <u>fourth observation</u> .	
Progress Review #2 by Support Team.	
Evaluator shall complete <u>fifth observation</u> .	
Educator submits evidence on parent outreach, professional growth, progress on goals and other standards.	
Evaluator completes Summative Evaluation Report (Form 5).	
Evaluator meets with Educator to determine educator's status (three options, p. C-17).	

*The observation(s) as noted on the timeline are a minimum and additional observations may occur any time during the school year.

All written feedback is due to Educator within 10 school days for announced and 5 school days for unannounced observations. Educator must sign observations within 3 school days and may respond within 10 school days of receipt.

Teacher and Caseload Educator Contract

21. Professional Teacher Status

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.

22. Transition from Existing Evaluation System

- A) In September of 2013 all Educators will create goals under the new evaluation procedure in year one. Educators scheduled to be evaluated in 2013-2014 school year will also create evaluation plans under the new procedures. The remaining group, those evaluated in 2012-2013, will create Educator plans using the new procedures in September of 2014.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The 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).

23. Using Student feedback in Educator Evaluation

At the Educator's discretion, the Educator may create an age-appropriate method for seeking student feedback. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. The feedback will not be made available to the evaluator unless the educator voluntarily provides it.

24. General Provisions

- A. Only the assistant superintendent, principals, vice principals, and directors, may serve as primary evaluators of Educators.
- B. The superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- C. Should there be a serious disagreement between the Educator and the Primary Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Primary Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Primary Evaluator's supervisor must meet with the Educator. The Primary Evaluator may attend any such meeting at the discretion of the superintendent. An Association representative shall attend at the request of the Educator.
- D. Violations of this article are subject to the grievance and arbitration procedures.

Educator Overall Performance Ratings Guide

	Exemplary (minimum)	Proficient (minimum)	Needs Improvement (minimum)	Unsatisfactory (maximum)
Standard I	E AND	P AND	NI in either or both	U in either or both
Standard II	E AND	P AND	OR	OR
Standard III	Both E OR	P in both OR	NI in both	U in both
Standard IV	One P/One E AND	One NI/One P AND	OR	OR
Professional Practice Goal	Met or Exceeded Goal AND	Met or Significant Progress in one AND	Some Progress in One AND	Did Not Meet in both
Student Achievement Goal	Met or Exceeded Goal AND	Some Progress in other AND	Did Not Meet in other	

Professional Standards Ratings: Exemplary (E); Proficient (P); Needs Improvement (NI); Unsatisfactory (U).
 Goal Ratings: Exceeded (E); Met (M); Significant Progress (P+); Some Progress (P); Did Not Meet (N).

1. Self-Assessment

Name:
School:
Subject:
Grade:

Author:
Date:
Share: Off ▼

Primary Evaluator (Name/Title)

Supervising Evaluator, if any (Name/Title/Role in evaluation)

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

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

603 CMR 35.06 (2)(a)1

Team (if applicable)

(Ex: Blue Team, Gold Team, Science Department, Grade 1, Grade 2, etc.)

List Team Members (if applicable)

Part 2: Assessment of Practice Against Performance Standards

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

Team (if applicable)

(Ex: Blue Team, Gold Team, Science Department, Grade 1, Grade 2, etc.)

List Team Members (if applicable)

Signature of Educator

Sign

Signature of Primary/Supervising Evaluator

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

Sign

2A. Goal Setting Form

Name:
School:
Subject:
Grade:

Author:
Date:
Share: Off ▼

Primary Evaluator (Name/Title)

Supervising Evaluator, if any (Name/Title/Role in evaluation)

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

Rubric at a Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum and Planning Indicator B. Assessment Indicator C. Analysis Indicator	A. Instruction Indicator B. Learning Environment Indicator C. Cultural Proficiency Indicator D. Expectations Indicator	A. Engagement Indicator B. Collaboration Indicator C. Communication Indicator	A. Reflection Indicator B. Professional Growth Indicator C. Collaboration Indicator D. Decision-Making Indicator E. Shared Responsibility Indicator F. Professional Responsibilities Indicator

Student Learning S.M.A.R.T. Goal

Student Learning Goal Type

Check whether goal is individual or team.

Individual

Team

Student Learning Team Name (if applicable)

Student Learning Goal

Please note the Standards and/or Indicators related to your goal

Professional Practice S.M.A.R.T. Goal

Professional Practice Goal Type

Check whether goal is individual or team.

Individual

Team

Professional Practice Team Name (if applicable)

Professional Practice Goal

Please note the Standards and/or Indicators related to your goal

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

Final Goal (Approval)

Evaluator may indicate approval of goal by writing "APPROVE". If goal needs refinement, evaluator may indicate changes required here.

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



2B. Educator Plan Form (Educator Initiated)

Name:
School:
Subject:
Grade:

Author:
Date:
Share: Off ▼

This version of the Educator Plan form is designed to be created by the Educator and shared with the Evaluator for approval.

Primary Evaluator (Name/Title)

Supervising Evaluator, if any (Name/Title/Role in evaluation)

Educator Plan

*Additional details may be noted below if needed.

Self-Directed Growth Plan

Directed Growth Plan

Developing Educator Plan

Improvement Plan*

Plan Duration

2-Year

One-Year

Less than a year

Start Date

End Date

Final Goal Status

Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice)

Attach additional pages as necessary.

Goal Setting Forms with final goals are completed

Student Learning Goal(s): Planned Activities

Describe actions the educator will take to attain the student learning goal(s).
Activities may apply to individual and/or team. Attach additional pages as needed.

For each action, list supports/resources from the school/district, and the timeline/frequency. List as many actions as may be required.

Use the example below as guidance for the proper way to complete this section:

Student Learning Goal: By June 30, 2014, 85% of my grade 6 students will demonstrate proficiency (80% correct) in ratios and proportional relationships as measured by the grade 6 MCAS Math Test and by my department's pre and post tests.

Action #1: Develop a spreadsheet for each class that will track each student's proficiency or achievement level for ratios and proportional relationships from the beginning of the year to the end of the year.
Support/Resources: Assistance from colleague or technology department in setting up an Excel workbook for my four classes.
Timeline: Sept. 1-20.

Action #2:
Support/Resources:
Timeline:

Action #3:
Support/Resources:
Timeline:

Professional Practice Goal(s): Planned Activities

Describe actions the educator will take to attain the student learning goal(s).
Activities may apply to individual and/or team. Attach additional pages as needed.

For each action, list supports/resources from the school/district, and the timeline/frequency. List as many actions as may be required.

Use the example below as guidance for the proper way to complete this section:

Professional Practice Goal: By June 30, 2014, each of my four classes will have learned how to work effectively in groups as measured by observational data collected by my supervisor(s), by anonymous student feedback surveys administered after each major group activity, and by my assessment of student performance on the assigned task/activity.

Standard & Indicator Targeted: II-B-2 (Collaborative Learning Environment)

Action #1: Develop and implement 3 lesson plans for teaching students how to work effectively in groups.

Support/Resources: Online resources. Materials from course: Cooperative Learning Structures and Strategies..

Timeline: September 1-20.

Action #2:

Support/Resources:

Timeline:

Action #3:

Support/Resources:

Timeline:

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

Signature of Primary/Supervising Evaluator

Sign

Signature of Educator

*As the evaluator retains final authority over goals to be included in an educator's plan (see 603 CMR 35.06(3)(c)), the signature of the educator indicates that he or she has received the Goal Setting Form with the Final Goal box checked, indicating the evaluator's approval of the goals. The educator's signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that "It is the educator's responsibility to attain the goals in the plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan." (see 603 CMR 35.06(4))

Sign

3A. Evaluator Record of Evidence (Unannounced Observation)

Name:
School:
Subject:
Grade:

Author:
Date:
Elapsed: 0:00
Share: Off ▼

Primary Evaluator (Name/Title)

Supervising Evaluator, if any (Name/Title/Role in evaluation)

Standards and Indicators for Effective Teaching Practice: Rubric Outline*

As per 603 CMR 35.03 the evaluator should track collection to ensure that sufficient evidence has been gathered.

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

Source of Evidence

For example, unit plans, benchmark data, parent conference, unannounced observation.

Standard / Indicator

Note Standard and Indicator to which evidence is tied. For example, "I-B".

Notes/Feedback Provided

Explain why included specifics on what the evidence shows, context, etc.; or other forms of evidence to support determining ratings on standards as per 603 CMR 35.07

Briefly record feedback given to educator (e.g., strengths recognized, suggestions for improvement). For example, "recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping".

Teacher Reflection

Please enter your comments (if any).

Teacher Signature (indicates receipt)

Sign

Evaluator Signature

Sign



3B. Observation Evidence Collection Form (Announced Observation)

Name:
School:
Subject:
Grade:

Author:
Date:
Elapsed: 0:00
Share: Off ▼

Educator Plan:

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

Plan Duration:

- 2-Year
- One-Year
- Less than a year

Pre-observation Date/Time:

Observation Number:

Observation Location (e.g. classroom, grade level meeting, etc.):

Intended Observation Focus:

Observation Evidence: What did the educator and students say and do?

Aligned Indicator

Feedback to the Educator

Observation Evidence pertains to (check any that apply):

- Progress toward attaining student learning goal(s)
- Progress toward attaining professional practice goal(s)

Standards and Indicators for Effective Teaching Practice: Rubric Outline

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum and Planning Indicator --- 1. Professional Knowledge --- 2. Child and Adolescent Development --- 3. Plan Development --- 4. Well-Structured Lessons B. Assessment Indicator --- 1. Variety of Assessment Methods --- 2. Adjustments to Practice C. Analysis Indicator --- 1. Analysis and Conclusions --- 2. Sharing Conclusions With Colleagues --- 3. Sharing Conclusions With Students and Families	A. Instruction Indicator --- 1. Quality of Effort and Work --- 2. Student Engagement --- 3. Meeting Diverse Needs B. Learning Environment Indicator --- 1. Safe Learning Environment --- 2. Collaborative Learning Environment --- 3. Student Motivation C. Cultural Proficiency Indicator --- 1. Respects Differences --- 2. Maintains Respectful Environment D. Expectations Indicator --- 1. Clear Expectations --- 2. High Expectations --- 3. Access to Knowledge	A. Engagement Indicator --- 1. Parent/Family Engagement B. Collaboration Indicator --- 1. Learning Expectations --- 2. Student Support C. Communication Indicator --- 1. Two-Way Communication --- 2. Culturally Proficient Communication	A. Reflection Indicator --- 1. Reflective Practice --- 2. Goal Setting B. Professional Growth Indicator --- 1. Professional Learning and Growth C. Collaboration Indicator --- 1. Professional Collaboration --- 2. Consultation D. Decision-Making Indicator --- 1. Decision-making E. Shared Responsibility Indicator --- 1. Shared Responsibility F. Professional Responsibilities Indicator --- 1. Judgment --- 2. Reliability and Responsibility

Post Observation Date/Time:

Teacher Reflection

Please enter your comments on the evaluation.

Teacher Signature (indicates receipt)

4A. Formative Assessment Report (Mid-Cycle)

Name:
School:
Subject:
Grade:

Author:
Date:
Share: Off ▼

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

Primary Evaluator (Name/Title)

Supervising Evaluator, if any (Name/Title/Role)

Assessing:

*As per 603 CMR 35.02 and 603 CMR 35.06(5), formative assessment shall mean the process used to assess progress toward attaining goals set forth in Educator Plans, performance on Performance Standards, or both.

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

Describe current level of progress and feedback for improvement. Attach additional pages as needed.

Progress Toward Professional Practice Goal(s)

Describe current level of progress. Attach additional pages as needed.

Performance on Each Standard

I: Curriculum, Planning, & Assessment

Describe performance and feedback for improvement.

II: Teaching All Students

Describe performance and feedback for improvement.

III: Family & Community Engagement

Describe performance and feedback for improvement.

IV: Professional Culture

Describe performance and feedback for improvement.

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

Signature of Primary/Supervising Evaluator

Sign

Signature of Educator

Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

Sign



4B. Formative Evaluation Report

Name:
School:
Subject:
Grade:

Author:
Date:
Share: Off ▼

Please Note:

*For educators on two year self-directed Growth Plans at the end of year one of the cycle.

Primary Evaluator (Name/Title)

Supervising Evaluator, if any (Name/Title/Role in evaluation)

Assessing:

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

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

*

Attach additional pages as needed.

Exceeded

Met

Significant Progress

Some progress

Did not meet

*

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

*

Attach additional pages as needed.

Exceeded

Met

Significant Progress

Some progress

Did not meet

Rationale, evidence, and feedback for improvement:

*

Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed

Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required

Performance on Each Standard

I: Curriculum, Planning, & Assessment *

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*
Rationale, evidence, and feedback for improvement:

II: Teaching All Students *

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*
Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement *

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*

Rationale, evidence, and feedback for improvement:

IV: Professional Culture *

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*

Rationale, evidence, and feedback for improvement:

Overall Performance Rating *

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Rationale, evidence, and feedback for improvement:

Plan Moving Forward

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

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

Signature of Primary Evaluator

Sign

Signature of Educator

Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

Sign



5. Summative Evaluation Report

Name:
School:
Subject:
Grade:

Author:
Date:
Share: Off ▼
Privacy: Off ▼

Primary Evaluator (Name/Title)

Supervising Evaluator, if any (Name/Title/Role in evaluation)

Current Plan:

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

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

- Exceeded
- Met
- Significant Progress
- Some progress

Did not meet

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Exceeded

Met

Significant Progress

Some progress

Did not meet

Rationale, evidence, and feedback for improvement:

Rating on Each Standard

I: Curriculum, Planning, & Assessment *

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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Signature of Educator

Sign

Signature of Primary/Supervising Evaluator

Sign



7. Educator Collection of Evidence

Name:
School:
Subject:
Grade:

Author:
Date:
Share: Off ▼

Primary Evaluator (Name/Title)

Supervising Evaluator, if any (Name/Title/Role in evaluation)

Evidence pertains to

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

Fulfillment of professional responsibilities and growth

Evidence of outreach to and ongoing engagement with families

Progress toward attaining student learning goal(s)

Progress toward attaining professional practice goal(s)

Other

Summary of Evidence

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

Standards and Indicators for Effective Teaching Practice: Rubric Outline

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator --- 1. Professional Knowledge --- 2. Child and Adolescent Development --- 3. Plan Development --- 4. Well-Structured Lessons B. Assessment Indicator --- 1. Variety of Assessment Methods --- 2. Adjustments to Practice C. Analysis Indicator --- 1. Analysis and Conclusions --- 2. Sharing Conclusions With Colleagues --- 3. Sharing Conclusions With Students and Families</p>	<p>A. Instruction Indicator --- 1. Quality of Effort and Work --- 2. Student Engagement --- 3. Meeting Diverse Needs B. Learning Environment Indicator --- 1. Safe Learning Environment --- 2. Collaborative Learning Environment --- 3. Student Motivation C. Cultural Proficiency Indicator --- 1. Respects Differences --- 2. Maintains Respectful Environment D. Expectations Indicator --- 1. Clear Expectations --- 2. High Expectations --- 3. Access to Knowledge</p>	<p>A. Engagement Indicator --- 1. Parent/Family Engagement B. Collaboration Indicator --- 1. Learning Expectations --- 2. Student Support C. Communication Indicator --- 1. Two-Way Communication --- 2. Culturally Proficient Communication</p>	<p>A. Reflection Indicator --- 1. Reflective Practice --- 2. Goal Setting B. Professional Growth Indicator --- 1. Professional Learning and Growth C. Collaboration Indicator --- 1. Professional Collaboration --- 2. Consultation D. Decision-Making Indicator --- 1. Decision-making E. Shared Responsibility Indicator --- 1. Shared Responsibility F. Professional Responsibilities Indicator --- 1. Judgment --- 2. Reliability and Responsibility</p>

Please indicate the standard(s) this evidence relates to:

Signature of Educator

Sign

