

COPY

**AGREEMENT
BETWEEN THE
SAUGUS SCHOOL COMMITTEE
AND THE
SAUGUS EDUCATORS'
ASSOCIATION**

**Effective September 1, 2016
Through August 31, 2019**

COPY

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**AGREEMENT BETWEEN
SAUGUS SCHOOL COMMITTEE
AND
SAUGUS EDUCATORS' ASSOCIATION**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, the Saugus School Committee (hereinafter called "the Committee") and the Saugus Educators' Association (hereinafter called "the Association") hereby agree as follows:

**ARTICLE I
RECOGNITION**

Section 1 Unit Definition

The Committee recognizes the Association as the exclusive bargaining agent for all professional employees of the Saugus Public Schools in the following unit:

Regular education teachers
Special education teachers
Sheltered English immersion teachers
Specialists (guidance counselor, school nurse, school adjustment counselor, school psychologist, library-media, instructional technology, speech pathologists, evaluation team leaders)
Curriculum coordinators
Permanent substitutes
Extended day teachers;

but excluding per diem substitutes, casual employees, and all other employees.

Section 2 The designation "teacher" shall refer to all unit members.

Section 3 Permanent Substitutes

For the purpose of this Agreement a permanent substitute is defined as a substitute teacher in the Saugus Public Schools who is employed or becomes employed for greater than ninety (90) days of unbroken continuous service. Permanent substitute teachers shall be compensated at the Bachelors-1 level. The following provisions of the Agreement do not apply to permanent substitutes.

Article VI	Lay-offs
Article X	Teaching Assignments, Transfers, Vacancies
Article XI	Promotions
Article XII	Teacher Evaluations, Files and Discipline
Article XVIII	Benefits (Except that three (3) days of non-cumulative sick leave and one (1) non-cumulative personal day will be deposited in his/her leave account.)
Article XX	Compensation

**ARTICLE II
PAYROLL DEDUCTIONS**

Section 1 Dues Deductions

In accordance with the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts, the Committee shall certify to the Treasurer of the Town of Saugus all payroll deductions for the payment of dues to the Association as duly authorized by employees covered by this Agreement.

Section 2 Agency Service Fee Deductions

- A. In accordance with M.G.L. c. 150E, §12, the Committee shall require as a condition of employment that all teachers who are not Association members pay, as a condition of employment, an agency service fee consistent with the regulations of the Massachusetts Labor Relations Commission.

Agency service fees shall be deducted from pay as provided in M.G.L. c. 180, §17C.

- B. Upon receipt of notice from the Association of its inability to collect an agency service fee payment directly from an employee who has not authorized payroll deduction, the Superintendent shall suspend such teacher without pay for five (5) days.
- C. The Association shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may be required by State or Federal Statute or Constitutional Law.

If the Association offers counsel to represent the Committee and the Committee declines, choosing instead to be represented by its own attorney, the Association shall not be responsible to indemnify the Committee against damages and legal fees.

- D. Employees who are not association members because of religious or constitutionally protected conscientious objection and who refuse to pay an agency service fee because of such objections shall be exempt from such payment. However, such employee shall be required, to the extent permitted by law, to make an equivalent charitable donation to a scholarship fund to benefit students in the Saugus Public Schools.

**ARTICLE III
MANAGEMENT RIGHTS**

Except as expressly abridged or modified by this Agreement, the Committee (and the Superintendent) reserves and retains all the rights and customary functions of management, and the exercise of such functions shall not be arbitrable.

**ARTICLE IV
GRIEVANCE PROCEDURE**

Section 1 A grievance shall be any dispute involving wages, hours or conditions of employment. Only matters involving the interpretation or application of this Agreement, however, shall be arbitrable hereunder, except as arbitrability is further restricted under Article IV or other provisions of this Agreement.

Section 2

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views. No member of the bargaining unit shall be represented at the grievance procedure by an officer or representative of any other professional or labor organization other than that of the bargaining unit.
- C. Such grievance must be presented within ten (10) school days after the aggrieved employee knew of, or had reason to know of, the act or condition upon which the grievance is based.
- D. Should a grievance be filed at a time close to the end of the school year, both parties will cooperate to expedite the processing of the grievance. If a grievance is filed within the last five (5) schools days of the school year, the grievance shall be filed directly with the Superintendent.
- E. A grievance shall be deemed waived if it is not processed in accordance with the procedure and within the time limits specified in Section 3 of this Article.
- F. Responses at Levels I and II shall be in writing and shall be sent contemporaneously to the Association and individual grievant(s), if any.
- G. When in the judgment of the Association an alleged violation of the contract affects a group or class of teachers or is beyond the powers of the immediate supervisor at Level I to resolve the grievance, the Association may initiate the grievance procedure at Level II.
- H. Any incident which occurred, or failed to occur, prior to the effective date of this Agreement, or any matter on which the employee elects to litigate before an administrative agency or court of competent jurisdiction, shall not be the subject of the grievance or arbitration hereunder.
- I. No teacher will be discriminated against or subject to reprisal by reason of having participated in a grievance.

Section 3 Grievances shall be processed as follows:

- Level I** The Association and/or the unit member shall present the grievance to the immediate supervisor. The immediate supervisor shall meet within five (5) school days in an attempt to resolve the grievance and shall issue a written answer to the grievance no later than five (5) school days after the grievance hearing.
- Level II** In the event that the grievance is not settled at Level I, the grievance may be submitted in writing to the Superintendent within ten (10) school days of the written receipt of the immediate supervisor's decision. The Superintendent shall meet with the Association within ten (10) school days of his/her receipt of the grievance at Level II and shall attempt to resolve the grievance. The Superintendent shall issue a written answer to the grievance no later than fifteen (15) school days after the Level II meeting.
- Level III** If the grievance shall not have been disposed of to the satisfaction of the Association, or if no decision has been rendered at Level II within fifteen (15) school days after presentation of the grievance at Level II, the Association *may* submit the grievance to arbitration.

The arbitrator shall be selected by mutual agreement of the parties within fifteen (15) school days after the Association notifies the District of its intent to submit the grievance to arbitration. If the parties fail to agree on an arbitrator, the arbitration will be filed with the American Arbitration Association.

Expenses for the arbitrator's services shall be shared equally by the parties. The arbitrator shall be without power to alter, amend, add to or subtract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the committee, the Association and the employee(s) involved.

Section 4

A. Dismissal of a teacher with Professional Teacher Status

A matter involving the dismissal of a professional status teacher may be the subject of a grievance in accordance with the provisions of section 8 of M.G.L. c. 150E and, if an employee so elects, of binding arbitration in accordance with the provisions of G.L. c. 71, s. 42. Any grievance claiming that dismissal was not for just cause shall be arbitrated pursuant to G.L. c. 71, s. 42.

B. Dismissal of a Non-Professional Teachers' Status Teacher With More Than Ninety (90) Days' Service

If an employee so elects, a matter involving the dismissal of a non-PTS teacher who has been working for more than ninety (90) days, may be the subject of grievance up through Level II, at which level the grievance will be heard by the Superintendent in the normal manner for all grievances heard at Level II. The dismissal of a non-professional status teacher is not arbitrable under Article IV of this Agreement.

C. Non-Renewal of a Non-Professional Teacher's Status Teacher's Contract

A matter involving the non-professional status teacher's contract which may be the subject of a grievance will be heard by the Superintendent in the normal manner for all grievances heard at Level II. The non-renewal of a non-professional status teacher contract is not arbitrable under Article IV of this Agreement.

**ARTICLE V
STABILITY OF AGREEMENT**

Section 1 No alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2 With respect to any grievance involving the interpretation or application of this Agreement, the failure of the Committee or the Association to insist, in any one (1) or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Committee or the Association to future performance of any such term or conditions, and the obligations of the Association and the Committee to such future performance shall continue in full force and effect.

**ARTICLE VI
LAY-OFF**

Section 1 Should the Superintendent decide to reduce the number of positions in the bargaining unit due to a decrease in student enrollment, lack of work, subject area enrollment, or for any other reason, such reduction shall be consistent with the General Laws, and this Agreement. The non-renewal of non-professional status teachers is not considered a lay-off under this Article.

Section 2 Definitions: For the purpose of this Article, the following definitions shall apply:

- A. Seniority – Length of continuous employment in the bargaining unit measured from the first day from which compensation was received, including time spent on paid or unpaid leaves of absence; provided, however, that unpaid leave taken on or after September 1, 1990, shall not count toward seniority (but shall not constitute a break in continuous service). Employees who prior to September 1, 1990, had been approved to take unpaid leave shall be grand-fathered to receive seniority credit for such leave. Part-time teachers shall be credited with seniority on a proportionate basis.
- B. Qualified – For the purposes of Section 3(E) "qualified" means certified or possessing all requirements for certification by the Massachusetts Department of Education. For all other purposes of this Article, in addition to the preceding sentence, in order for a teacher to be "qualified" such teacher must have taken significant courses in the particular certification area or taught in that area in the last ten (10) years for at least three (3) years.
- C. Normal Attrition – Resignation, retirement, dismissal and other normal termination of employment.
- D. Area – At the secondary level, area means department. At the elementary level, area means Pre-K-5. A complete list of areas is included herein.

- (1) Secondary Departments
 - (a) Social Studies
 - (b) World Languages
 - (c) Consumer Science
 - (d) Technology Education
 - (e) Science
 - (f) Guidance
 - (g) Mathematics
 - (h) Language Arts – including English and Reading provided, however, that lay-off shall be by certification only within this area
 - (i) Computer Technology
- (2) Other
 - (a) Elementary Pre-K-5 including Reading teachers
 - (b) Art Pre-K-12
 - (c) Music Pre-K-12
 - (d) Nurses Pre-K-12
 - (e) Librarians
 - (f) Special Education Pre-K-12, by certification sub-specialty
 - (g) Physical Education Pre-K-12

Should new departments and/or classifications arise during the term of this Agreement, they will be added to the lists in sub-sections (1) and (2) as applicable.

Section 3 Layoff-off Procedure

- A. Layoff means an involuntary unpaid leave of absence to be granted by the Saugus Public Schools, provided the teacher has waived, in writing, subsequent to receipt of a notice of reduction in force, any present or future rights to a dismissal hearing s/he may have pursuant to Chapter 71, section 42 of the Massachusetts General Laws. (See Waiver form attached hereto as Appendix F.)
- B. Should the Superintendent determine that a lay-off is to occur in one or more areas, the following procedure shall be followed:
 - 1. To the extent possible, normal attrition will be used to reduce the number of positions in the area involved.
 - 2. Teachers not under regular contract, such as permanent substitutes, will be laid off first.
 - 3. Those filling in for leaves of absence in the area affected will be laid off next.
 - 4. Teachers not holding regular Massachusetts teaching certificates will be laid off next in the areas as defined in Section 2(d).
 - 5. If further reductions are needed following (a) through (d), then no Professional Teacher Status (PTS) teacher shall be laid off if there is a Non-professional Teacher Status (NPTS) teacher holding a position which the PTS teacher is qualified to fill.

6. Unit members shall be considered to fall within that area in which they are scheduled for at least fifty per cent (50%) of their assigned work load. For the purpose of a reduction in force, job performance and the best interest of the students shall be determinative. A teachers' job performance and a student's best interest shall be defined as the teachers past three (3) summative overall evaluation ratings as compared to other teachers past three (3) summative overall evaluation ratings in the discipline targeted to be reduced. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.
7. Before a PTS teacher is laid off, s/he will be notified of available vacancies that are anticipated for the following September.
8. Transfers shall not occur until unit members impacted by reduction in force are placed.

Section 4 – Reductions in positions may be effective only as of the first day of any professional work year. Teachers to be laid off shall be notified by June 15 preceding the effective date of the lay-off. Such notice requirement shall not be applicable to employees who are otherwise properly laid off following an arbitration award that alters a lay-off selection/decision by the Superintendent.

Section 5 **Rights of Teacher on Lay-off**

Only those teachers having professional teacher status shall be entitled to rights under this section.

- A. There will be a recall period for any teacher laid off that shall be twenty-four (24) months from the effective date of the lay-off.
- B. Teachers will be recalled in the reverse order of lay-off to fill only those vacancies for which the teacher is qualified at the time of recall.
- C. Should more than one position be vacant for which a recalled teacher(s) is qualified to fill, preference of choice will be given to the most senior teacher recalled.
- D. A teacher recalled under Section 5 who refuses the vacancy shall be bumped four (4) positions down in the recall list or to the bottom of the recall list, whichever position is higher. A teacher who refused an offer for a full-year vacancy for which such teacher is certified, which offer was tendered prior to August 15, shall lose recall rights unless the teacher has previously signed a written contract to teach elsewhere.
- E. During the recall period laid-off teachers shall have absolute preference for all substitute assignments in the reverse order of their lay-off.

Section 6 PTS teachers with five (5) or more years of service who are laid off pursuant to this Article shall be compensated for unused sick leave under Section 6 of Article XVIII.

**ARTICLE VII
WORKLOAD AND TEACHING HOURS**

Section 1 Except as may be specified to the contrary in other sections of this Article, the current practice with respect to work year, vacation periods, hours and workload for teachers will remain in effect during the life of this Agreement, provided that nothing in this Article shall be construed to limit the right of the Committee to determine the length of the school year or the school day for pupils, as provided under regulations of the Massachusetts Board of Education.

A. Work Year and Work Day

The work year will terminate no later than June 30th, but will in no event be longer than one hundred eighty-two (182) days.

B. The student starting and dismissal times shall be as follows:

Senior High School	7:25 a.m. – 1:50 P.M.
Middle School	7:50 a.m. – 2:10 p.m.
Elementary	8:40 a.m. – 2:40 p.m.
Kindergarten	8:40 a.m. – 11:00 a.m. (Morning Session) 12:20 p.m. – 2:40 p.m. (Afternoon Session)

Pre-school hours shall be the same as kindergarten hours.

Extended Day Program 6:30 a.m. – 8:20 a.m.

2:30 p.m. – 6:10 P.M.

Release day hours 12:30 p.m. – 6:10 p.m.

- C.** The teacher work day shall begin ten (10) minutes prior to the student day and will end ten (10) minutes after the end of the student day, except at the middle school where the teacher day will begin five (5) minutes prior to the student day and will end five (5) minutes after the end of the student day, and at the high school where the teacher work day shall begin at the end of the student day and end at the end of the student day.
- D.** Under no circumstances will a teacher leave the building until after the last child under his/her control has left the teacher's area of responsibility. In the event, however, any child remains after the end of the teacher work day because a parent or caregiver has not arrived to pick up the child, the teacher shall take the child(ren) to the Principal's office and the Principal shall take charge of the child(ren).
- E.** Elementary teachers are expected to schedule parent conferences with each parent twice a year, one (1) in the Fall and one (1) in the Spring. Early release days shall be provided for this purpose.
- F.** Elementary school teachers are expected to perform other school duties which had been performed during release time in the 1995-1996 school year.
- G.** Teachers at the High School and Middle School are to be available after student dismissal time for extra help two (2) days each week for forty (40) minutes at the High School and

for fifty (50) minutes at the Middle School. If no students report for extra help, then the teachers will work the normal work day. Elementary teachers are to be available as needed, with the extra help time to be scheduled by the individual teacher.

Section 2 Faculty meetings designated by the Superintendent or by a Principal or coordinator shall not exceed fourteen (14) in the school year. Teachers shall be expected to attend a maximum of four (4) open house parent meetings per school year. Elementary teachers are expected to attend up to a maximum of two (2) parent conferences, one (1) in the evening and one (1) in the afternoon, per school year.

Faculty meetings shall not exceed 60 minutes. Employees shall be given a schedule of faculty meetings for the year at the first faculty meeting in September, however this shall not preclude the Principal of each school from rescheduling meetings or scheduling additional meetings if circumstances so require with 48 hours' advance notice.

Section 3 **Aide Time/Preparation Time/Common Planning Time**

- A. Except as otherwise provided in this Article one (1) preparation period per day will be scheduled. Teachers will be expected to devote preparation periods to professional duties.
- B. Each Pre-K-5 unit member shall be granted one (1) preparation period of not less than forty (40) minutes in length each work day.
- C. Additionally, each elementary teacher will be provided one (1) common planning period every seven (7) work days.
- D. An elementary school teacher will not be required to remain in the classroom during the period(s) when an elementary special subject teacher is in charge of the classroom. The classroom teacher will cooperate with the special subject teacher in the maintenance of lesson continuity.
- E. Before final schedules are adopted for elementary special subject teachers, the supervisors, acting under the direction of the Superintendent, will review such schedules so as to create additional opportunities for elementary preparation time.

Section 4 **Substitute Services by Unit Members**

- A. When a unit member volunteers to provide classroom coverage during his/her preparation period because a substitute is not available, s/he shall be compensated at the rate of twenty-five dollars (\$25.00) per preparation period, provided the Principal has approved such coverage in advance.

Under extraordinary circumstances such as a teacher becoming ill during the school day when no substitute is available, a teacher may be requested to teach a class or to supervise study hall during a previously scheduled preparation period and compensation shall be at the rate of twenty-five dollars (\$25.00) per period.

- B. When an elementary special subject teacher (Music, Art and Physical Education) substitutes, causing the loss of his/her preparation time, s/he will be compensated at the rate of twenty-five dollars (\$25.00) per period.
- C. If an elementary classroom teacher loses a preparation period because substitutes are not available to teach art, music, or physical education, the teacher will be compensated at the rate of twenty-five dollars (\$25.00) for each period missed.
- D. At the Middle School, if sufficient numbers of substitutes are not available to cover all teacher absences, substitutes will supervise uncovered students in the auditorium or cafeteria when those rooms are available, so that classroom teachers will not lose preparation periods.

Section 5 **Class Assignment of Teaching Personnel**

- A. Every effort shall be made to assign teaching personnel in accordance with the following standards:
- (1) No more than five (5) teaching periods per day involving no more than three (3) preparations.
 - (2) No more than three (3) consecutive teaching periods.
 - (3) Adequate travel time between buildings will be taken into consideration in the assignment of special subject teachers.
- B. If every effort has been made to meet the standards and should any of the above standards not be reached for a unit member, the Superintendent, or his designee, and the Association President, or his designee, shall meet to review options.

Section 6 **Part-time Unit Members**

- A. Part-time teachers shall have duties, preparation time and meeting responsibilities in direct proportion to the percentage of teaching time for which they are compensated.
- B. Every effort shall be made to schedule consecutively the teaching, preparation and duty responsibilities of part-time teachers.
- C. When more than one hundred percent (100%) of a position is available, part-time unit members shall be offered the work before it is offered to other unit personnel or advertised outside the system. No part-time teacher, however, shall be offered additional work prior to a PTS unit member on lay-off being given the opportunity. Such work accepted by a laid off teacher shall not in any way impact his/her recall rights under Article VI.

Section 7 Any unit member with Professional Teaching Status (PTS) who moves to another grade level or to another discipline by involuntary transfer or reduction in force shall receive six hundred and fifty dollars (\$650) to spend on classroom materials. Receipts shall be sent to the Superintendent for reimbursement.

Section 8 Unless otherwise restricted by the external requirements of a grant, any remedial education, tutoring or other instruction shall be offered to existing unit members prior to anyone else being hired. The Superintendent shall provide the Association with a copy of the final grant document.

Section 9 Each nurse will schedule a lunch period equal to the length of the unit member lunch in the building during the day. The administration agrees not to intrude on this time. The nurse, however, understands that s/he must respond to emergencies in the building. In the event the nurse loses all or a portion of the identified lunch period, s/he will reschedule the lunch.

The nurses working at Saugus High School shall be exempt from the mentoring duties as described in Appendix F.

Section 10

The building Principal shall evaluate the nurses. The evaluation shall be only on the basis of non-medical criteria.

**ARTICLE VIII
NON-TEACHING DUTIES**

Section 1 In the absence of federal funds, every effort will be made to obtain volunteers for the performance of non-teaching duties before assignments are made. If the assignment of teachers to non-teaching duties becomes necessary, such assignment(s) shall be made on a fair and equitable basis.

Section 2 The Committee shall eliminate the teacher's clerical responsibility in respect to the collection of insurance policies and shall minimize the teacher's clerical responsibilities in the taking of school photographs and in the collection of lunch money.

**ARTICLE IX
CLASS SIZE**

Section 1 The Committee and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore they agree that the class sizes stated below shall serve only as a desirable standard, and provide a goal for the Saugus schools.

Grades K-2	18
Grades 3-5	20
Grades 6-12	24

On April 1, the School Committee will furnish a report to the Association of all class sizes within the district and will meet and discuss instances over the limits stated below with the Association President.

Section 2 Failure to achieve the class sizes set forth above shall not be subject to the grievance and arbitration procedure.

**ARTICLE X
TEACHING ASSIGNMENTS, TRANSFERS AND VACANCIES**

Section 1 Teachers, other than newly appointed teachers, will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subject that they will teach, and any special or unusual classes that they will have, as soon as practical and under normal circumstances not later than June 15.

Written requests for transfer from one school building to another, filed with the Superintendent no later than May 1, shall be considered by the Superintendent in accordance with the length of service in Saugus and shall be honored to the extent that they are compatible in the judgment of the Superintendent with the best interests of the system.

If the Superintendent determines that further reassignments are necessary, teachers will be notified immediately.

Section 2 In order to ensure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate and/or their major or minor fields of study.

Section 3 In making changes in grade or subject assignment, the convenience and wishes of the individual teacher will be honored to the extent that these do not conflict in the judgment of the Superintendent, with the best interest of the school system and the pupils.

Section 4 In arranging schedules for teachers who are assigned to more than one (1) school, every effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable, and teachers who are assigned to more than one (1) school per day shall receive the itinerant teachers stipend for all inter-school driving done by them in the discharge of their duties.

Section 5 Subject to Section 2 of this Article, the Superintendent reserves the right to reassign or transfer a teacher, voluntarily or involuntarily, temporarily or permanently, from one (1) school building to another in the best interests of the school system as s/he may determine.

When a reduction in the number of teachers in a school building is necessary, consideration shall be given to qualified volunteers before transfers are made. Except in situations of emergency, any involuntary reassignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which meeting the teacher shall be notified of the reasons for the reassignment or transfer. Any complaint that the Superintendent has acted arbitrarily or capriciously in effecting an involuntary transfer shall be subject to the grievance procedure but shall not be arbitrable.

Section 6 All other educational and practical administrative considerations being equal, the Superintendent or Principal will avoid assigning teachers with long service to "floating" or frequent moving from classroom to classroom during the school day.

In the event that such assignment is unavoidable, such senior teacher will be notified in advance of such assignment and will be given an explanation why such assignment was necessary. Any dispute hereunder may be grieved, up through but not beyond, the level of Superintendent.

Teachers whose students are no longer in class at the high school may be assigned to float on a daily basis for up to four (4) weeks in the spring, after seniors have been released for the year.

Section 7 A vacancy shall be defined as any permanent teaching position in the bargaining unit.

- A. When a vacancy exists and the Superintendent intends to fill such vacancy, every effort will be made subject to educational considerations to fill such vacancy within sixty (60) school days from the time in which the vacancy initially occurred.
- B. Prior to filling the vacancy, the Superintendent shall post the position in each school to enable interested teachers to apply for a transfer to the vacated position. Such posting of positions shall be limited to the initial vacancy(ies) that results from the transfer of a teacher to the initial vacancy.
- C. If a vacancy is to be filled at the beginning of a school year, a teacher about to be laid off, who in the judgment of the Superintendent is qualified to fill the vacancy, shall be given first preference. Second preference will be given to a qualified teacher with recall rights under Article VI, Section 5. Teachers, who request a transfer after the posting pursuant to Section 7(b), shall then receive preference under the conditions of Section 1.

Section 8 Teachers at the middle school and at the high school are expected to leave with the Principal lesson plans for their students to be implemented when a substitute teacher is in charge.

Section 9 **Provision for School Closing and/or Reduced Number of Positions in a School(s)**

Notwithstanding any provision of the Agreement to the contrary, any teacher who is not being laid off but who must be transferred either because the school or schools to which s/he is assigned has been or is going to be closed and/or because there is going to be a reduction in the number of students in the school or schools to which s/he is assigned shall be reassigned to his/her new position no later than May 31.

The Superintendent shall make every reasonable effort to honor the preferences of the teacher so displaced and relocated. Before such displacement is implemented, volunteers for transfers from the affected school or schools shall be sought and the volunteer who, in the discretion of the Superintendent, is best suited for the reassignment will be reassigned in an effort to avoid such involuntary displacement.

ARTICLE XI
VACANCIES AND OTHER AVAILABLE POSITIONS

Section 1 For the purpose of this Article, the Superintendent agrees to post all non-unit positions within the school district and any position within this unit, including those paying a salary differential or stipend under this Agreement. The remaining sections of this Article shall apply only to all unit positions.

Section 2

Whenever a vacancy occurs, and the Superintendent intends to fill such vacancy, or a new position is created, the position will be publicized by the Superintendent by means of a notice posted in the main office in every school, on the school district website for a period of fifteen (15) school days and a copy emailed to all members of the Association.

In all situations, the posting shall contain the date of the posting, the qualifications for the position, the position's duties and rate of compensation shall be included. The President of the Association shall receive a copy of said notice in advance of the posting.

Section 3 Due weight will be given to the professional background and attainments of all applicants, length of service in the Saugus School System and other relevant factors. When, in the judgment of the Superintendent, the qualifications of the candidates are relatively equal, preference will be given to qualified teachers already employed by the Superintendent. Each teacher applicant not selected and already employed by the Superintendent, upon request, shall receive from the Superintendent a written explanation of why the successful applicant was selected. Time spent in an acting appointment shall not be used as an indicator of superior qualifications for the position. The Superintendent shall be the sole judge of qualifications, providing that his/her judgment shall not be exercised arbitrarily.

Section 4 Whenever practicable, vacancies in promotional positions will not be filled sooner than thirty (30) days after which the vacancy has been posted (except on a temporary basis) nor ordinarily later than sixty (60) days after notice of selection has been given to the applicants.

ARTICLE XII
EVALUATION, FILES AND DISCIPLINE

Section 1 **Purpose of Evaluation**

The purposes of evaluation, as set forth in 603 CMR 35.00, are:

- To promote student learning, growth, and achievement by providing educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability standards and indicators as outlined in the teacher rubric.
- To provide a record of facts and assessments for personnel decisions.
- To ensure that every school committee has a system to enhance the professionalism and accountability of teachers that will enable them to assist all students to perform at the highest level.
- To assure effective teacher leadership.

Section 2 **Educator Evaluation**

Educator evaluations will be based on the "Educator Evaluation Framework" set forth in Appendix B of this Agreement. The Evaluation Framework includes key features that apply to every educator. These features include (1) standards and indicators for effective teaching practice, (2) rubrics that define standards and indicators, (3) categories of evidence, (4) a statewide performance rating scale, (5) rating educator impact on student learning, (6) differentiated educator plans, (7) a five step evaluation cycle with goals for student learning and professional practice, and (8) an implementation timetable. In addition, Appendix B provides the Forms for Educator Evaluation as well as an overview.

Section 3 **Evaluation Cycle**

Teachers with Professional Status (PTS) will receive a summative evaluation at least once every two (2) years. Teachers with Non-Professional Status (NPTS) will receive a summative evaluation each year.

Section 4 **Teacher Observation**

Teacher observation requirements and practice are articulated in Appendix B, outlining for teachers expectations of observation and conditions specific to teachers with professional status (PTS) and teachers without professional status (NPTS).

Observations shall be not less than ten (10) minutes and no longer than fifty (50) minutes each. At least one (1) of the observations during an evaluation year shall be announced and for a full classroom period.

All observations shall be conducted openly and with full knowledge of the Educator. For an announced observation, an Educator shall be furnished with a copy of their written observation within five (5) school days of the post-observation conference. An Educator will receive written feedback for unannounced observations within 3-5 school days. Within ten (10) school days after receipt of written observation or feedback, an educator may attach a written response.

In the event that the educator believes that their observation was not reflective of their performance they may request from the Superintendent another observation from a different administrative evaluator. However, the new observation does not negate or supplant the evaluation alleged to be inconsistent unless determined by the Superintendent.

Section 5 **Notification of Evaluator**

Educators shall be notified by September 15 who their primary evaluator will be. All educators, including itinerants, shall be evaluated by their principal or administrative designee.

Section 6 **Educator Personnel File**

Record of all written documents related to the educator evaluation shall be maintained in the educator's personnel file and shall not be deemed confidential hereunder.

An educator shall have the right, upon request, to review the contents of his/her personnel file, which are neither confidential nor privileged under law, at any reasonable time, in the presence of the Superintendent or designee, and to request reasonable photocopies, and may, at request, be accompanied by a representative of the Association. The educator will acknowledge that he/she has had the appointment to review his/her file by offering his/her signature thereto on a place designated thereon.

New material derogatory to a educator which has been placed in the educator's personnel file (with a copy furnished to the educator together with written notice that the material has been placed in his/her file) shall be expunged from the file within (3) years unless sooner merged into a written evaluation report, written reprimand, or other disciplinary action.

Section 7 **Complaints**

Complaints regarding a teacher made to any member of the administration by any parent or other persons shall be promptly called to the attention of the teacher. If in such administrator's judgment a conference is required, such administrator shall arrange for a conference between the complainant, the teacher, and the administrator.

Section 8 **Joint Labor-Management Evaluation Team**

A Joint Labor-Management Evaluation Team shall be comprised of four (4) educators selected by the Association and four (4) administrators selected by the Superintendent with the approval of the School Committee to review the evaluation process and procedures annually and make written recommendations for adjustments to the Superintendent for improvement and/or amendment to comply with state regulation. The Committee shall meet at least four (4) times a year to address the incorporation of any regulatory requirements and to discuss the effectiveness of the evaluation system.

Section 9 **Just Cause**

No educator with professional teacher status will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional disadvantage by a principal or any other of the administration without just cause.

Section 10 Right to Representation

Any educator that could or will be disciplined by a member of the administration shall be entitled, upon request, to have a representative of the Association present.

Reprimanding and disciplining of teachers shall not be conducted in the presence of students or staff and shall be done privately.

Section 11 Management Rights

It is expressly understood that the Committee retains all the rights and obligations which it has under law.

**ARTICLE XIII
SPECIAL SUBJECT TEACHERS**

The Superintendent and the Association agree that an adequate number of competent special subject teachers is essential to the operation of an effective educational program. To this end, where practicable and possible and where circumstances warrant, the Superintendent will strive to increase their number.

**ARTICLE XIV
TEXTBOOKS**

Section 1 The Committee shall provide sufficient textbooks for all pupils during classroom hours.

Sufficient quantities of textbooks and other teaching materials required by curriculum changes shall be made available to teachers as soon as practical before such curriculum changes are effective.

Section 2 Recognizing the statutory responsibility of the School Committee for the adoption of textbooks and also the professional competence of the staff relative to textbook selection, the Committee and the Association agree, that the selection of textbooks to be used in the schools shall continue to be cooperatively arrived at, through joint discussions among teachers and administration, subject to the final approval of the Committee.

**ARTICLE XV
FACILITIES**

Section 1 When practicable and possible, each school will have the following facilities:

- Space in each classroom in which teachers may safely store instructional materials and supplies.
- A teacher work area containing adequate equipment and supplies for the preparation of instructional materials.
- An appropriate, furnished room, which will include a telephone, to be reserved for the exclusive use of teachers as a faculty lounge. It is understood that this provision shall be

deemed inoperable and impossible in any school building which has no teachers' room and no available space for a teachers' room on the effective date of this Agreement.

- A serviceable desk and chair for the teacher in the classroom.
- A communication system (electronic or human) so that teachers may communicate on professional requirements.
- Well-lighted, clean and properly supplied teacher rest rooms.
- A separate and adequate dining area for the exclusive use of the professional staff.
- An adequate portion of the parking lot at each school reserved for teacher parking.
- Adequate facilities at the secondary level for private teacher-student conferences during or after the school day.

Section 2 Should any facility in existence on the effective date of this Agreement become inoperative during the life of this Agreement, the Association shall call this condition to the attention of the Superintendent and every effort will be made to restore the facility as soon as possible.

ARTICLE XVI PROTECTION

Section 1

- A. Teachers will immediately report in writing to the Superintendent all cases of abusive conduct and/or torts suffered by them as well as any threats by students on the premises or otherwise in the course of their employment and the Superintendent will take appropriate action.
- B. The Superintendent shall forward the report to the Committee. The Superintendent will comply with any reasonable request from the teacher for information in the School District's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. The Superintendent reserves the right, to the extent permitted by law, to reimburse the teacher for:
 - (1) Damage or loss of clothing or personal property suffered by a teacher in any such incident and not otherwise compensated by insurance.
 - (2) The cost of any medical, surgical, or hospital services suffered by a teacher in any such incident and not otherwise compensated by insurance.

Section 2 **CORI Checks**

- A. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more

than once every three (3) years unless an occasion arises that necessitates a new CORI check.

- B. Unit members shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Unit members shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.
- C. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment a unit member may request in writing that s/he be given his/her reports. Such reports shall be provided to the unit member within ten (10) days of the request.
- D. After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the unit member who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth of Massachusetts.
- E. Should the provisions of the statute change or should the interpretation of the existing statute change by way of case law, regulation or other official interpretation and affect any of this Section 1D or such interpretation of the statute, the statute shall prevail and the contract shall be revised to reflect said changes.

ARTICLE XVII NO STRIKES AND NO LOCKOUTS

The Association shall not cause or sponsor and no professional employee(s) shall cause or participate in a strike, work stoppage or withholding of contractually required services. The Committee agrees not to lock out any members of the unit during the term of this Agreement.

ARTICLE XVIII BENEFITS

Section 1 Except as provided in Section 2 of this Article or in other provisions of this Agreement, all benefits (as, for example, sick leave of absence) specified as written Committee policies in force on the effective date of this Agreement shall remain in force for the duration of this Agreement.

A joint committee will review the current written Committee policies in order to incorporate benefits directly into the contract. This clause is designed to clarify, but not reduce, current benefits protected by the contract.

Section 2 Sick Leave

- A. In case of a personal illness or accident (occurring away from the job), teachers and nurses regularly employed by the Saugus School Committee who were hired on or before August 31, 1999, shall be allowed fifteen (15) sick days leave each school year. Teachers and nurses regularly employed by the Saugus School Committee who were hired after August 31, 1999 shall be allowed twelve (12) days sick leave each school year. A doctor's note will be required after five (5) consecutive days of absence. There will be

no limit to the number of sick leave days that may be accumulated. A .5 sick day may be used when a teacher leaves early or arrives late due to illness.

- B. A professional staff member who goes on leave or terminates employment during the first thirty (30) calendar days of a school year shall be awarded sick leave prorated on the percent of the calendar days preceding the leave or termination. After the thirtieth calendar day, all applicable days shall be deemed earned.
- C. Teachers may use their accrued sick leave days to care for an immediate family member. Immediate family member is defined in Section 10(B) of this article."

Section 3 **Personal Leave**

- A. Each teacher shall be granted up to three (3) days per school year for the purpose of transacting or attending to imperative legal business, household, or family matters impossible to transact during non-school hours, or other cogent personal purposes. These days shall be non-cumulative, except that not more than one (1) personal leave day may be carried over to a subsequent year. Paid leave for the purpose of observing a religious holiday shall be granted exclusively through available personal days hereunder. Teachers shall be allowed to take half personal days.
- B. Although the prior permission of the Superintendent will not be required, written notice of intention to take such leave will be filed with the Superintendent not less than one (1) week in advance in order to assure adequate coverage. Where the one (1) week notice is either a hardship or an impossibility, or where a personal day is required under emergency conditions, notice to the Superintendent will be given as soon as possible. Personal days shall not be granted on the scheduled workday before or after a holiday, vacation period, or other leave of absence. Notwithstanding any contrary provision of this Section, one (1), but not more than one (1), personal day as approved by the Principal may be used for the purpose of professional betterment.

Section 4 A joint committee consisting of representatives of the Committee and representatives of the Association shall meet to discuss the use of sick leave and personal leave. The School Committee representatives and the Association representatives shall report back to their respective bodies concerning sick leave and personal leave practices.

Section 5 **Sick Leave Bank**

- A. Upon the effective date of this Agreement, a sick leave bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established. Eligible members shall be those teachers who have completed one (1) full year of service in the Saugus School System.
- B. At the beginning of every school year, the School Committee shall fund the bank by deducting one (1) day from the annual allotted days of sick leave of each eligible member of the professional staff covered by this Agreement. Not more than two hundred (200) unused sick leave bank days in the aggregate may be accumulated from year to year up to maximum accumulation of four hundred (400) days. No teacher shall be deemed to have any interest vested or otherwise in the sick leave bank days.

- C. The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed fifteen (15) days.
- D. Upon completion of the initial fifteen (15) day grant period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.
- E. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.
- F. The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the School Committee to serve at its discretion and two (2) members shall be designated by the Association. The sick leave bank committee shall determine eligibility for use of the bank and the amount of leave to be granted. The following criteria shall be used by the sick leave bank committee in administering the bank and in determining eligibility and the amount of leave:
- Adequate medical evidence of serious illness;
 - Prior utilization of all eligible sick leave;
 - Length of service in the Saugus School System.
- G. If the sick leave bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's annual fifteen (15) or twelve (12) days of sick leave.
- H. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- I. Upon returning from leave using the sick leave bank, a professional staff member shall be eligible to apply to the bank for up to five (5) supplemental days to be used to cover illness for the duration of that school year. At the close of the school year, all unused supplemental days will be returned to the sick leave bank. Such application shall not require a physician's statement.

Section 6 Retirement Benefit/Death Benefit

A. On the death of a teacher hired prior to September 1, 1999, the teacher's estate shall be entitled to compensation for unused accumulated sick leave at full per diem salary up to a maximum of one hundred (100) days. Per diem salary will be computed on the basis of the teacher's step and column as applied to the salary schedule in effect in the year of retirement if retirement occurs during the life of this contract. The per diem shall not increase in any future contract years after August 31, 2002. The Committee and the Association shall consider alternatives to the existing benefit, including a 403B plan, during the term of this agreement.

B. A teacher hired prior to September 1, 1999, shall be entitled upon retirement to the same buy back benefit subject to the per diem capping as of August 31, 2002. To be eligible for this benefit,

the teacher must give a minimum of one (1) year's written notice of retirement to be effective the following June, unless such notice is excused by the sick leave bank committee for emergency reasons.

Section 7 **Child-rearing/Adoption Leave**

- A. A male or female teacher on Professional Teaching Status will be granted adoption or child-rearing leave of absence without pay or increment for a period of up to two (2) years. This two (2)-year limit shall be strictly enforced. Return to service will normally be at the beginning of the school year unless otherwise approved by the Superintendent. Notice of intent to return must be given by the teacher by April 1 of the school year preceding the year of return.
- B. A teacher planning to take sick leave for childbearing and a subsequent child-rearing leave shall file a letter of notice with the Superintendent at least thirty (30) days in advance of the anticipated date on which the leave is to commence.

Section 8 **Sabbatical Leave**

- A. Not more than two (2) teachers, each with not less than seven (7) consecutive years of teaching service in Saugus, will be eligible for a sabbatical leave. Such leave may be for one-half (1/2) year or for one (1) year for the purpose of professional betterment in or related to a teacher's area of certification.
- B. A teacher wishing such leave shall apply in writing by April 1 of the school year preceding the leave. Granting of such leave will not be unreasonably withheld, and teachers taking such leave will be granted their normal contractual salary (one-half [1/2] salary in case of one-half [1/2] year leave) less the cost of the salary of the permanent substitute replacement.
- C. The parties agree that notwithstanding Article VI, a teacher on sabbatical leave shall be replaced by a permanent substitute. Upon returning to the system, a teacher will be obligated to serve a period equal in length to twice that of the leave period.

Section 9 **Professional Development Days**

The Superintendent or his designee shall grant up to seventy (70) professional leave days per year for the purposes of attending workshops, conferences and visiting other school districts. All bargaining unit members are eligible for such leave. An additional fifteen (15) professional leave days may be granted by the Superintendent.

Section 10 **Bereavement Leave**

- A. Three (3) days of bereavement leave shall be granted on each occasion, without loss of pay, in case of death in the immediate family. These three (3) days are allowable within each school year; they are not accumulative. When extenuating circumstances arise, an extension of bereavement time to five (5) days may be granted at the discretion of the Superintendent. Teachers may take one (1) day of bereavement leave upon the death of an aunt, uncle or cousin.
- B. For the purpose of interpreting this section, the immediate family of a teacher shall include a spouse, child, parent, grandparent, sibling, mother or father-in-law, significant other, or any

other relative who, to the satisfaction of the Superintendent, is considered to be a member of the immediate family.

Section 11 Military Leave

Unit members who are in the reserves or National Guard shall be entitled to leave with pay when called for temporary active duty of thirty-four (34) days or less in any state fiscal year, and seventeen (17) days or less in any federal fiscal year, provided such obligations cannot be fulfilled on days when school is not in session. Unit members shall be paid the difference between their regular pay and the pay they receive from the state or federal government.

Any unit member who is called to active duty for longer than thirty-four (34) days shall be considered on paid leave for the first year of his/her obligation, and shall be paid in accordance with the language in paragraph 1. Said unit member will also have the option of remaining in the health insurance program offered by the town. S/he will be responsible to make the member's contribution at the existing group rate. For active duty obligations beyond one year, the unit member will be considered on unpaid leave, but will still have the option of participating in the group health benefit program. Upon return to the Saugus Public Schools, the unit member will be placed on appropriate salary step, commensurate with his/her position upon being called to active duty.

Any unit member who enlists shall be granted leave without pay for the term of his/her enlistment, and shall be reinstated to a substantially equivalent position upon his/her return to the Saugus Public Schools, notwithstanding any reductions in force that might have occurred during the course of his/her enlistment. Upon his/her return to the Saugus Public Schools, said unit member will be placed on the appropriate salary step, commensurate with his/her position when the unit member enlisted.

Section 12 **Early Retirement**

- A. A bargaining unit member who gives written notice to the Superintendent no later than June 30 of the school year preceding the school year in which the unit member retires shall be eligible to participate in the early retirement program. Any bargaining unit member who wishes to rescind a letter of resignation must do so by December 31st of the school year in which the teacher has given notice that s/he intends to retire. Any rescission attempted after December 31st shall be ineffective.
- B. The unit member must:
- Have served 20 years in the Massachusetts teachers retirement system
 - Submit the letter of intent before June 30 and serve the following school year.
- C. The unit member shall receive at the end of the retirement year a lump sum payment in accord with the following schedule:

<u>Age when payment is received</u>	<u>Amount</u>
55	10,000
56	9,500
57	9,000
58	8,500
59	8,000
60	3,000
61	2,000
62	1,000
63	500

Section 13 **403B Plan**

- A. A teacher hired after September 1, 1999 shall be eligible to participate in the existing 403B Plan and, if such teacher so participates, the employer shall match the amount of his/her contribution up to \$600.
- B. Other teachers shall not be precluded from participating in the existing 403B Plan, but the employer shall not contribute matching amounts to any teacher hired on or before September 1, 1999.

Section 14 **Flexible Benefit Plans**

- A. The previously negotiated Before-Tax Health Insurance Premium Payment Plan, adopted by the Town and currently in force, is hereby incorporated by reference.
- B. To the extent permitted by law, the Committee will implement a cafeteria plan/salary reduction plan to pay pre-tax for unreimbursed medical expenses and/or dependent care assistance.
- C. Implementation of such plans for this bargaining unit and other School Department employees shall be at no cost to the School Department.

Section 15 **Family and Medical Leave Act ("FMLA")**

Leave taken under this Agreement shall be credited against FMLA entitlement to the extent permitted by law.

Section 16 **Long Term Care Plan**

The membership shall have access to the Long Term Care Plan identified by the Saugus Educators Association.

ARTICLE XIX
GENERAL

Section 1 Neither the Committee nor the Association shall discriminate against any teacher on the basis of race, creed, color, religion, nationality, sex, marital status, age discrimination, sexual identity, handicap and disability, membership or non-membership in the Association or participation in its activities.

Section 2 The private or personal life of a teacher is not within the appropriate attention or concern of the Superintendent except as it may interfere with the teacher's responsibilities to and relationship with student and/or the school system. Subject to the preceding sentence, teachers will be entitled to full right of citizenship and no religious or political activities of any teacher or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

Section 3 **Induction and Mentoring Program**

- A. The purpose of the induction and mentoring program is to ensure that each bargaining unit member new to the system receives guidance, information, support and training in accordance with MGL. C. 71, Section 38G as s/he undertakes his/her professional role and responsibilities.
- B. No later than May 31 or when the Appendix B positions are posted of each school year, the administration shall post the positions of mentor(s) in each building. In addition to the posting requirements of the collective bargaining agreement, the posting shall include the anticipated number of mentors needed in each building and in each curriculum area. If subsequent to May 31 it is determined that additional mentors are needed, the positions shall be posted as above.
- C. All communication between the mentor and the mentee is confidential. Any written materials shall be used only within the mentoring process.
- D. SEA-SSC Joint Committee: A joint committee, comprised of four (4) members appointed by the SEA and four (4) members appointed by the Superintendent, shall review induction and mentoring issues and send their recommendations to the SEA and the SC. The work of the committee shall be completed no later than June 1 for the following year. Agreements reached on induction and mentoring by the SEA and the SC shall be subject to ratification by the parties.

Section 4 If any provision or application of this Agreement shall be found contrary to law all other provisions or applications of this Agreement will continue in force.

Section 5 The Saugus Public Schools shall abide by the statutory and regulatory requirements of the Department of Education and the Massachusetts General Laws.

Section 6 **Joint Labor-Management Committee**

- A. A Joint Labor-Management Committee comprised of four (4) members selected by the Association and four (4) members selected by the Superintendent, shall meet regularly throughout the school year to discuss matters of equity, professional development, technology, and other topics that may avail themselves to either party. If the Superintendent is not a member of this committee, s/he will agree to meet with the committee at least yearly.
- a. For the purposes of equity, the Joint Labor-Management Committee will discuss matters of class size, scheduling, and other areas pertinent to teaching assignment and the best interests of the students.
 - b. For the purposes of professional development, the Joint Labor-Management Committee shall be responsible for choosing and implementing all in-service programs; determining the number of in-service credits participants shall receive; and evaluating the programs and verifying that the participants have completed the program. The credit standard shall be one (1) credit for each ten (10) hours of program. The Joint Labor-Management Committee shall grant professional days consistent with guidelines set by the Superintendent.
 - c. For the purposes of technology, the Joint Labor-Management Committee will meet to review the needs and use of computer technology in the Saugus Public Schools. If requested, the Joint Labor-Management Committee shall furnish a report with their assessment to both parties.
 - d. For all other purposes, the Joint Labor-Management Committee will meet as needed.
 - e. The purpose of the Joint Labor-Management Committee is to work towards solving problems within the Saugus Public Schools before they emerge. The Committee's discussions does not preclude the Association from the Grievance Procedures as described in Article IV nor can the agreements within the committee change the provisions of this agreement unless formally negotiated by the parties.

Section 7 All other stipends or monetary compensation on which the parties reach agreement and reduce to writing are hereby incorporated into the collective bargaining agreement at the time agreement is reached and they shall be printed as part of the appropriate appendix in the subsequent collective bargaining agreement.

Section 8 **Job Sharing**

- A. The job sharing position consists of a team of two (2) unit members each of whom has taught for at least five (5) years in Saugus, attained Professional Teacher States (PTS) and who have requested and agreed to share an existing full-time position. Such requests must first go to the appropriate building Principal. If the Principal approves the arrangement, he/she will forward it to the Superintendent of Schools. The request must be received in the Superintendent's office no later than April 15 of the year preceding the requested job share. The final decision rests with the Superintendent of Schools. Approval of such requests will not be unreasonably denied.

- B. Absent a set of unique circumstances, there will be one job share per building per year.
- C. Job sharing unit members are subject to all the terms and conditions of the collective bargaining agreement not otherwise modified in this Article.
- D. Each unit member shall be considered a half-time employee. The unit members taking part in a job share will create a schedule that will reflect this. In the event there is a professional day scheduled, both unit members shall work on that day. During weeks of less than four (4) days, the workday time shall be divided equally between the two (2) members. In addition, both unit members shall work the first and last days of school.
- E. The unit member shall jointly schedule and attend parent conferences. They shall share responsibility for Staff and IEP meetings in as equal a division as possible.
- F. Each job share partner shall be placed on the salary column and step to which s/he would be entitled were s/he employed on a full-time basis. This placement will determine the base from which the salary percentage (50%) shall be computed.
- G. Each unit member will receive full salary credit and full longevity credit for each year of job sharing.
- H. There will be only one set of health benefits available for each job share. Only one job share partner will be able to receive health benefits.
- Each job share partner will be able to avail himself/herself of town-sponsored life insurance, if desired.
- I. Each job share partner will receive 50% of his/her normal annual allotment of sick leave and personal leave.
- J. When the job sharing position is terminated, the unit member(s) shall be assigned to the same position s/he left prior to the creation of the job share assignment, reduction in force notwithstanding.
- K. If a position is reduced, the job share unit members shall be accorded the same rights as other unit members pursuant to the Reduction in Force Article of the current collective bargaining agreement between the Association and the Committee.
- L. In the event the job share assignment requires a new unit member be hired, that individual shall be deemed a leave replacement for the unit member who vacates a portion of his/her full-time teaching.
- M. No changes in the arrangement shall be permitted during the school year. If an unanticipated extended illness, a resignation, or a leave of absence occurs in the case of one job share partner, the remaining partner shall have the first option to assume the full-time position. In the event that the partner does not choose that option, the remaining job share unit member shall be placed on unpaid leave of absence for the balance of the school year and a permanent substitute shall be hired to complete the job sharing term.

- N. No unit member in the system shall be involuntarily transferred in order to create job share positions. A unit member may apply, however, for other openings if one is available. In any job share situation, at least one teacher in the job share has to be teaching in the grade of the job share, or has had prior experience teaching that grade/subject or has certification for that grade/subject.
- O. In the event one (1) of the unit members is absent, the partner shall make a reasonable effort to cover the class. For these brief periods, that job share partner shall be granted an equal amount of compensatory time wherein the absented job share partner covers the class for a time of his/her partner's choice.
- P. Job sharing partners shall pay into the retirement system at the rate required by the Massachusetts Teacher's Retirement Board.
- Q. Job share positions are one (1) year in length. Each unit member who is part of a job share position must make an annual application to job share.
- R. Both job share participants must sign the form attached as Appendix E.

**ARTICLE XX
COMPENSATION**

Section 1 Compensation-Salary Schedules

Increase all schedule A-1 by the following:

- A. Year 1: 1.5%
- B. Year 2: 2%
- C. Year 3: 2%
- D. An additional .5% increase shall occur on the final day of this agreement in accordance with the salary schedule in Appendix A.

Section 2 Compensation -Annual Service Awards

Annual Service Awards shall be paid as follows:

2012-2015:	
At the beginning of ___ years of continuous service in Saugus	<u>Amount</u>
11-14 years	3100.00
15-18 years	3500.00
19-22 years	4000.00
23-25 years	4500.00
26-29 years	5100.00
30 and over	5600.00

No bargaining unit member hired after June 30, 2013 shall be entitled to receive any Annual Service Award.

Section 3 Compensation-Extracurricular and Other Salary Differentials

During this Agreement, the rates for extracurricular and other salary differentials shall be increased as follows as reflected in Appendix A:

Section 4 **Disbursements of Paychecks**

Teachers shall have the option of receiving their annual salary in either twenty-six (26) equal paychecks, with the equivalent of five (5) of those paychecks to be paid on the last pay period of the school year; or twenty-one (21) equal paychecks commencing at the end of the second full work week in the new school year and continuing every second week for twenty-one (21) pay periods. Teachers shall indicate their pay option no later than October 1, of any year and shall continue on that pay option for the duration of the year. Teachers wishing to change the pay option for subsequent years shall so notify the Superintendent's office in writing no later than June 15 of the preceding work year.

Section 5 **Explanation of Salary Classifications**

A. The Salary Schedule shall include the following classifications:

1. Bachelor's Degree
2. 15 Credits toward Master's Degree
3. Master's Degree
4. 15 Credits beyond Master's Degree
5. 30 Credits beyond Master's Degree
Double Masters' Degree(s)
6. 45 Credits beyond Master's Degree
Certificate of Advanced Graduate Specialization
15 Credits beyond Double Masters' Degree
7. 60 Credits beyond Masters' Degree
8. Doctorate (Ph.D., Ed.D)
75 Credits beyond Masters' Degree

Column (8) shall be implemented effective September 1, 2003.

- B. In order for a teacher to apply a course toward a classification beyond the Bachelor's Degree the course must be approved in writing by the Superintendent prior to the commencement of the course. In the event that an employee is accepted into a Master Degree program, the Superintendent shall only make an initial approval of the entire program. Each individual course necessary within that program need not be individually approved by the Superintendent. Notwithstanding the following, the Superintendent shall be entitled to be presented with proof of completion of any courses completed within the Master Degree program as those courses are completed for advancement in the salary scale.
- C. Courses which were commenced prior to the effective date of this Agreement and which were completed on or after June 30, 1986 shall not be credited toward Classification VIII (other than Doctor's Degree) unless it was approved for such credit in advance.
- D. Teachers who successfully complete in-service programs authorized by the Committee for credit shall be eligible to apply such credit for salary schedule advancement.

Section 6 **Course Reimbursement**

- A. Teachers that are required to hold one license for their position shall be eligible for course reimbursement up to one thousand dollars (\$1000) per year. Teachers that are required to hold two licenses for their position shall be eligible for course reimbursement up to two thousand dollars (\$2000) per year. To receive such reimbursement, the course must be approved by the Superintendent of Schools in writing before the course is taken, and the teacher must present to the Superintendent evidence of successfully completing the course.
- B. The amount of total reimbursement available for each year will be:

2012-2013	\$65,000
2013-2014	\$65,000
2014-2015	\$65,000
- C. Teachers receiving course reimbursement (under this Section 6) shall be eligible only to the extent of tuition costs minus reimbursement from other sources.
- D. Should there be funds remaining in the course reimbursement account on June 1, all teachers who have completed submittals for course reimbursement, who have not been fully reimbursed for a course or courses taken, shall be eligible for further reimbursement. The amount of funds remaining will be divided by the number of people who have completed submittals. No additional reimbursement shall exceed the cost of the course.
- E. Teachers on sabbatical leave are not eligible for course reimbursement.

Section 7 Nurses' Salary Scale

Nurses will advance in accordance with the Teacher Salary Schedule step system.

Section 8 Salary Schedule Credit

A teacher shall be placed on the salary column and step commensurate with his/her degree and years of experience. Credit shall be given for full-time years of experience in public, private or parochial schools. Up to three (3) years' experience shall be given for non-educational work experience. In a situation where no other qualified candidate is available and the Superintendent has demonstrated to the SEA that s/he has exhausted all options to advertise, recruit and interview qualified candidates, s/he may grant a qualified candidate up to three (3) years' additional experience credit on the candidate's salary column.

**ARTICLE XXI
ASSOCIATION RIGHTS AND PRIVILEGES**

Section 1 The Association President shall be relieved of one (1) duty period a day.

Section 2 The Superintendent will, upon request, provide the Association with access to any information which is neither confidential nor privileged under the law which may be necessary for the Association to process grievances under this Agreement.

Section 3 The President and Officers of the Association shall be permitted access to school buildings to investigate or process grievances. Notifying the Principal upon arrival and other common courtesies, such as not interrupting classes in session, shall be adhered to.

Section 4 The Association may be granted up to a total of sixteen (16) workdays during a school year for the purpose of transacting Association business. Such days shall be granted without loss of pay.

**ARTICLE XXII
TECHNOLOGY AND COMPUTERS**

Section 1 A unit member monitoring students using technology in his/her area shall not be held responsible for a student's violation of the District's Acceptable Use Policy. If a unit member becomes aware of inappropriate behavior, s/he shall report it to the administration.

Section 2 The staff members shall have access to computers for their professional responsibilities before, during and after the student day.

Section 3 Any question of misuse of computer technology by a unit member will be discussed first by the unit member, an SEA representative and the building administrator.

Section 4 The SPS shall ensure that any unit member whose employment responsibilities include reports that are required by state law or any other state/federal mandate will have access to an updated computer and updated software within the unit member's school building and during school hours.

**ARTICLE XXIII
HEALTH INSURANCE**

Section 1 A Health Insurance Study Committee composed of five (5) unit members appointed by the Saugus Educators Association and two (2) school committee members and three (3) school administrators appointed by the Saugus School Committee shall be created; the results of the study will be reported back to the respective constituents.

**ARTICLE XXIV
DURATION OF AGREEMENT**

Section 1 This agreement shall be in full force and effect from September 1, 2016 until August 31, 2019. Collective bargaining for a new agreement may be reopened by either party by giving written notice to the other party by February 1, 2019. If negotiations are not completed by August 31, 2019, the provisions of this agreement will remain in full force and effect until the successor agreement is executed.

Dated this 25th day of August, 2017.

For the Association:

For the Committee;

APPENDIX A
COMPENSATION SCHEDULES

APPENDIX A - 1	SALARY SCHEDULES
2015-2016	SALARY SCHEDULE
2016-2017	SALARY SCHEDULE
2017-2018	SALARY SCHEDULE
2018-2019	SALARY SCHEDULE
APPENDIX A - 2	ATHLETIC STIPENDS
APPENDIX A - 3	PROFESSIONAL AND EXTRACURRICULAR STIPEND LIST

Agreement in Concept regarding stipend positions in Appendix A-2 and A-3.

During the course of negotiations, establish a subcommittee comprised of two (2) SEA representatives and two (2) school committee representatives to look at Stipends in A-2 and A-3 and determine if there are needed additions/deletions and possible amount changes to be brought back to the table for both parties to reach agreement.

2015-2016 Salary Schedule

Replace Appendix A-1 with the following salary schedule:

2015-2016 0% Increase on Day 1

Step & Year	BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75/EDD
A 1	\$42,829	\$44,407	\$46,148	\$47,554	\$49,123	\$50,701	\$52,275	\$53,896
B 2	\$44,971	\$46,628	\$48,455	\$49,932	\$51,581	\$53,237	\$54,888	\$56,590
C 3	\$47,219	\$48,959	\$50,879	\$52,428	\$54,159	\$55,898	\$57,634	\$59,419
D 4	\$49,579	\$51,406	\$53,422	\$55,050	\$56,868	\$58,694	\$60,514	\$62,389
E 5	\$52,059	\$53,977	\$56,093	\$57,802	\$59,710	\$61,629	\$63,540	\$65,509
F 6	\$54,663	\$56,677	\$58,899	\$60,692	\$62,695	\$64,711	\$66,717	\$68,784
G 7	\$57,395	\$59,510	\$61,844	\$63,727	\$65,831	\$67,945	\$70,053	\$72,225
H 8	\$60,264	\$62,486	\$64,935	\$66,913	\$69,123	\$71,678	\$73,555	\$75,836
I 9	\$63,278	\$65,609	\$68,183	\$70,259	\$72,578	\$74,911	\$77,233	\$79,628
J 10	\$66,443	\$68,890	\$71,591	\$73,771	\$76,208	\$78,655	\$81,094	\$83,608

2015-2016 2% Increase on day 92

Step & Year	BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA+75/EDD
A 1	\$43,686	\$45,295	\$47,071	\$48,505	\$50,105	\$51,715	\$53,321	\$54,974
B 2	\$45,870	\$47,561	\$49,424	\$50,931	\$52,613	\$54,302	\$55,986	\$57,722
C 3	\$48,163	\$49,938	\$51,897	\$53,477	\$55,242	\$57,016	\$58,787	\$60,607
D 4	\$50,571	\$52,434	\$54,490	\$56,151	\$58,005	\$59,868	\$61,724	\$63,637
E 5	\$53,100	\$55,057	\$57,215	\$58,958	\$60,904	\$62,862	\$64,811	\$66,819
F 6	\$55,756	\$57,811	\$60,077	\$61,906	\$63,949	\$66,005	\$68,051	\$70,160
G 7	\$58,543	\$60,700	\$63,081	\$65,002	\$67,148	\$69,304	\$71,454	\$73,670
H 8	\$61,469	\$63,736	\$66,234	\$68,251	\$70,505	\$73,112	\$75,026	\$77,353
I 9	\$64,544	\$66,921	\$69,547	\$71,664	\$74,030	\$76,409	\$78,778	\$81,221
J 10	\$67,772	\$70,268	\$73,023	\$75,246	\$77,732	\$80,228	\$82,716	\$85,280

Appendix A-1
Salary Schedule
2016-2019

2016-2017 (1.5%)

Step & Year	BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75/EDD
A 1	\$44,342	\$45,975	\$47,777	\$49,233	\$50,857	\$52,491	\$54,121	\$55,799
B 2	\$46,558	\$48,274	\$50,165	\$51,695	\$53,402	\$55,117	\$56,827	\$58,588
C 3	\$48,886	\$50,687	\$52,675	\$54,279	\$56,071	\$57,871	\$59,669	\$61,516
D 4	\$51,329	\$53,221	\$55,307	\$56,993	\$58,875	\$60,766	\$62,650	\$64,592
E 5	\$53,897	\$55,883	\$58,073	\$59,842	\$61,818	\$63,805	\$65,783	\$67,821
F 6	\$56,593	\$58,678	\$60,978	\$62,835	\$64,908	\$66,995	\$69,072	\$71,212
G 7	\$59,421	\$61,611	\$64,027	\$65,977	\$68,155	\$70,344	\$72,526	\$74,775
H 8	\$62,391	\$64,692	\$67,228	\$69,275	\$71,563	\$74,209	\$76,151	\$78,513
I 9	\$65,512	\$67,925	\$70,590	\$72,739	\$75,140	\$77,555	\$79,960	\$82,439
J 10	\$68,789	\$71,322	\$74,118	\$76,375	\$78,898	\$81,431	\$83,957	\$86,559

2017-2018 (2.0%)

Step & Year	BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75/EDD
A 1	\$45,229	\$46,895	\$48,733	\$50,218	\$51,874	\$53,541	\$55,203	\$56,915
B 2	\$47,489	\$49,239	\$51,168	\$52,729	\$54,470	\$56,219	\$57,964	\$59,760
C 3	\$49,864	\$51,701	\$53,729	\$55,365	\$57,192	\$59,028	\$60,862	\$62,746
D 4	\$52,356	\$54,285	\$56,413	\$58,133	\$60,053	\$61,981	\$63,903	\$65,884
E 5	\$54,975	\$57,001	\$59,234	\$61,039	\$63,054	\$65,081	\$67,099	\$69,177
F 6	\$57,725	\$59,852	\$62,198	\$64,092	\$66,206	\$68,335	\$70,453	\$72,636
G 7	\$60,609	\$62,843	\$65,308	\$67,297	\$69,518	\$71,751	\$73,977	\$76,271
H 8	\$63,639	\$65,986	\$68,573	\$70,661	\$72,994	\$75,693	\$77,674	\$80,083
I 9	\$66,822	\$69,284	\$72,002	\$74,194	\$76,643	\$79,106	\$81,559	\$84,088
J 10	\$70,165	\$72,748	\$75,600	\$77,903	\$80,476	\$83,060	\$85,636	\$88,290

2018-2019 (2.0%)

Step & Year	BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75/EDD
A 1	\$46,134	\$47,833	\$49,708	\$51,222	\$52,911	\$54,612	\$56,307	\$58,053
B 2	\$48,439	\$50,224	\$52,191	\$53,784	\$55,559	\$57,343	\$59,123	\$60,955
C 3	\$50,861	\$52,735	\$54,804	\$56,472	\$58,336	\$60,209	\$62,079	\$64,001
D 4	\$53,403	\$55,370	\$57,541	\$59,296	\$61,254	\$63,221	\$65,181	\$67,202
E 5	\$56,075	\$58,141	\$60,419	\$62,260	\$64,315	\$66,383	\$68,441	\$70,561
F 6	\$58,880	\$61,049	\$63,442	\$65,374	\$67,530	\$69,702	\$71,862	\$74,089
G 7	\$61,821	\$64,100	\$66,614	\$68,643	\$70,908	\$73,186	\$75,457	\$77,796
H 8	\$64,912	\$67,306	\$69,944	\$72,074	\$74,454	\$77,207	\$79,227	\$81,685
I 9	\$68,158	\$70,670	\$73,442	\$75,678	\$78,176	\$80,688	\$83,190	\$85,770
J 10	\$71,568	\$74,203	\$77,112	\$79,461	\$82,086	\$84,721	\$87,349	\$90,056

June 30, 2019 (0.5%)

Step & Year	BA	BA +15	MA	MA +15	MA+30	MA +45	MA +60	MA +75/EDD
A 1	\$46,365	\$48,072	\$49,957	\$51,478	\$53,176	\$54,885	\$56,589	\$58,343
B 2	\$48,681	\$50,475	\$52,452	\$54,053	\$55,837	\$57,630	\$59,419	\$61,260
C 3	\$51,115	\$52,999	\$55,078	\$56,754	\$58,628	\$60,510	\$62,389	\$64,321
D 4	\$53,670	\$55,647	\$57,829	\$59,592	\$61,560	\$63,537	\$65,507	\$67,538
E 5	\$56,355	\$58,433	\$60,721	\$62,571	\$64,637	\$66,715	\$68,783	\$70,914
F 6	\$59,174	\$61,354	\$63,759	\$65,701	\$67,868	\$70,051	\$72,221	\$74,459
G 7	\$62,130	\$64,421	\$66,947	\$68,986	\$71,263	\$73,552	\$75,834	\$78,185
H 8	\$65,237	\$67,643	\$70,294	\$72,434	\$74,826	\$77,593	\$79,623	\$82,093
I 9	\$68,499	\$71,023	\$73,809	\$76,056	\$78,567	\$81,091	\$83,606	\$86,199
J 10	\$71,926	\$74,574	\$77,498	\$79,858	\$82,496	\$85,145	\$87,786	\$90,506

APPENDIX A —2- ATHLETIC STIPENDS

Note: All coaches must be in compliance with Massachusetts Interscholastic Athletic Association certification requirements at all times.

Position	Stipend
Head Football Coach	7746
Asst Football	4141
Asst Football	4141
Asst Football	4141
Asst Football	4141
Fresh Football	3090
VB Soccer	4375
VG Soccer	4375
JV B Soccer	2770
JV G Soccer	2770
Fresh B Soccer	0
Fresh G Soccer	2498
V Field Hockey	4388
Asst. Field Hockey	2804
Cross Country	3089
MS BG X-Country	0
Golf	2708
GTennis	2964
B Tennis	2964
Wrestling	4236
Gymnastics	0
V B Basketball	4874
V G Basketball	4874
JV B Basketball	3074
JV G Basketball	3074
Fresh B Basketball	2706
Fresh G Basketball	2706

Ice Hockey	4888
JV Ice Hockey	2945
B Indoor Track	3777
G Indoor Track	3777
Asst Track	0
Swimming	0
V Baseball	4565
JV Baseball	2908
MS B Basketball	2005
MS G Basketball	2005
Fresh Baseball	2565
V Softball	4565
JV Softball	2908
Fresh Softball	2565
B Spring Track	4186
G Spring Track	4186
MS Co-ed Track	1761
V Lacrosse	4471
Trainer	0
Faculty Manager	0
Assist. AD	0
Equip. Mgr.	4105
Athletic Treasurer	0

APPENDIX A -3- PROFESSIONAL & EXTRACURRICULAR STIPENDS

	Yr./Stipend	Yr./Stipend	Yr./Stipend
<u>Professional Services</u>	12-13	13-14	14-15
Foreign Language Coordinator (6-12)	5909	5909	5909
Language Arts Coordinator (6-12)	5909	5909	5909
Mathematics Coordinator (6-12)	5909	5909	5909
Science Coordinator (6-12)	5909	5909	5909
Social Studies Coordinator (6-12)	5909	5909	5909
Elementary Curriculum Coordinator (K-	5909	5909	5909
Curriculum/Program Leader	3000	3000	3000
Building Lead Teacher	1114	1114	1114
Guidance Counselor (9-12)	2926	2926	2926
Guidance Counselor (6-8)	2926	2926	2926
Network Administrator (9-12)	5909	5909	5909
Network Administrator (6-8)	5909	5909	5909
AV Coordinator (9-12)	1377	1377	1377
AV Coordinator (6-8)	1147	1147	1147
AV Coordinator (K-5)	1147	1147	1147
Core Evaluation Team Leader (9-12)	5305	5305	5305
Core Evaluation Team Leader (6-8)	5305	5305	5305
Core Evaluation Team Leader (K-5)	5305	5305	5305
School Adjustment Counselor (K-5)	2926	2926	2926
Nurse Leader	5000	5000	5000
 <u>Clubs I Advisors</u>	 09-10	 10-11	 11-12
High School			
Drama Club Advisor	3729	3729	3729
Show Chorus Advisor	1147	1147	1147
Grade 12 Advisor(s) (X2)	2468 p	2468 p	2468
Grade 11 Advisor(s) (X2)	1894 p	1894p	1894
Grade 10 Advisor(s) (X2)	1463 p	1463 p	p
Grade 9 Advisor	1428	1428	1428
Math Club Advisor	1377	1377	1377
Science League Advisor	1377	1377	1377
Vistas Advisor	1377	1377	1377
Student Council Advisor	2552	2552	2552
National Honor Society Advisor	2093	2093	2093
Student Government Advisor		918	918
 Model UN Advisor	1377	1377	1377
Debate Club Advisor	1377	1377	1377
Computer Tech Club	1377	1377	1377
Art Club Advisor	1377	1377	1377
Marching Band Advisor	5464	5464	5464
Jazz Band Advisor	1189	1189	1189
Peer Mediation Club	2754	2754	2754

Year book Advisor	2907	2907	2907
Helping Hands Advisor	918	918	918
Gay Straight Alliance	1900	1900	1900
Mentor (as needed)	1377	1377	1377

Middle School

Memory Book Advisor	1377	1377	1377
Drama Club Advisor	3729	3729	3729
Drama/Musical Advisor	1200	1200	1200
Drama/Artistic Advisor	1200	1200	1200
Drama/Assistant Advisor	1200	1200	1200
Jazz Band Advisor	1147	1147	1147
Show Chorus Advisor	1147	1147	1147
Mock Trial (Model UN) Advisor	1147	1147	1147
National Honor Society Advisor	1147	1147	1147
Moving On (Science Fair) Advisor	1147	1147	1147
Grade 8 Advisor	1147	1147	1147
Math Club Advisor	1147	1147	1147
Mentor (as needed)	1377	1377	1377

Elementary

Mentor (as needed)	1377	1377	1377
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<u>Hourly Rate</u>	09-10	10-11	11-
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Teachers	34.42	34.42	34.42
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Travel	09-10	10-11	11-
Itinerant	459	459	12- 459

APPENDIX B

PERFORMANCE EVALUATION

APPENDIX B - 1 EDUCATOR EVALUATION

APPENDIX B - 2 EVALUATION FORMS

APPENDIX B - I

EDUCATOR EVALUATION

1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

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, CMR 35.01(2)(a);
- ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- iii. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
- iv. To assure effective teaching and administrative leadership, 35.01(3).

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

***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.

Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

Classroom teacher: Educators who teach 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.

Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced

observations of practice of any duration but not less than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

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

***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

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.

Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement. There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an improvement plan.

Improvement Plan shall mean a plan developed by the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 30 days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

***ESE:** The Massachusetts Department of Elementary and Secondary Education.

***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

***Evaluator:** Any person designated by the superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will

have one primary Evaluator at any one time responsible for determining performance ratings. The educator shall be appraised of his/her evaluation at the beginning of the academic year.

Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.

Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

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.

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.

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

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

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

***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

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

Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as

required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

***Observation:** A data gathering process specifically undertaken pursuant to Article 12 of this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than ten minutes no longer than fifty minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

Parties: The Association and the Committee are the parties to this agreement

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

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

***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.

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

Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

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

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

Elements: Defines the individual components under each indicator

Descriptors: Describes practice at four levels of performance for each

Self Assessment The evaluation cycle shall include self-assessment addressing Performance Standards. The educator shall provide such information, in the form of self-assessment, by October 1st (except for the first year when the deadline is November 1st) to the evaluator at the point of goal setting and plan development. Evaluators shall use evidence of educator performance and impact on student learning, growth and achievement to set the goal with the educator, based on the educator's self-assessment and other sources that the evaluator shares with the educator.

***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

***Trends in student learning:** At least three years of data for educators with professional teacher status and two years for educators without professional teacher status 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:
- 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;
 - At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B. Judgments based on Observations and artifacts of practice including:
- Unannounced observations of practice of any duration but not less than 10 minutes
 - Announced observations of practice for a full classroom period
 - Examination of Educator work products
 - Examination of student work products
- C. Evidence relevant to one or more Performance Standards, including but not limited to:
- Evidence compiled and presented by the Educator, including :
 - 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;
 - Evidence of active outreach to and engagement with families;

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

4. Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement and may be changed or added to as required by ESE, statute or regulation.

5. Evaluation Cycle: Training

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.

By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through its superintendent shall, with the input of the association, determine the type and quality of the learning activity based on guidance provided by ESE.

6. Evaluation Cycle: Annual Orientation

At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

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

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of his/her employment at the school except for the first year of this agreement when it shall be completed by November 1st.

i. . The self-assessment includes:

- An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
- Proposed goals to pursue:
 - At least one goal directly related to improving the Educator's own professional practice.
 - At least one goal directed related to improving student learning.

B. Proposing the goals

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

- For Educators in their first year of practice, the Evaluator or his/her designee 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.
- 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.
- 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.
- For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.

Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

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

- 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.
- 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
- The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- For educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
- Unless the evaluator indicates that educators in their second and third years of practice should continue to address induction and mentoring goals, the educator may propose team goals.

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

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

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

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

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

- The Educator shall have at least three unannounced observations during the school year.

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

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

11. Observations

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th.

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

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

- Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. The evaluator shall observe the educator for at least ten minutes.
- The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.

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

B. Announced Observations

All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation

- The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be for a full class period.
- Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
- The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- 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.
- Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - Describe the basis for the Evaluator's judgment.
 - Describe actions the Educator should take to improve his/her performance.
 - Identify support and/or resources the Educator may use in his/her improvement.
 - State that the Educator is responsible for addressing the need for improvement.

12. Evaluation Cycle: Formative Assessment

A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent

unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

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.

The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

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

Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

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.

No later than May 1st, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.

The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

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

The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

To be rated proficient overall, 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.

No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.

The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

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.

The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans – General

Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

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

- At least one goal related to improvement of practice tied to one or more Performance Standards;
- At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

- An outline of actions the Educator must take to attain the goals 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.

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

16. Educator Plans: Developing Educator Plan

The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low, when available. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. Educator Plans: Directed Growth Plan

A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

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

The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later June 1.

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.

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

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan approved by the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan but no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

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

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

The Improvement Plan process shall include:

- Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- The Educator may request that a representative of the Association attend the meeting(s).
- If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- Describe the activities and work products the Educator must complete as a means of improving performance;
- Describe the assistance that the district will make available to the Educator;
- Articulate the measurable outcomes that will be accepted as evidence of improvement;

- Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- Include the signatures of the Educator and Supervising Evaluator.

A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

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

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

- If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators.	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	

Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle

Evaluator completes Formative Evaluation Report	<i>May 15 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	<i>May 15 of Year 2</i>
Evaluator conducts Summative Evaluation Meeting, if any	<i>June 10 of Year 2</i>
Evaluator and Educator sign Summative Evaluation Report	<i>June 15 of Year 2</i>

Educators on Plans of Less than One Year

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

21. Career Advancement

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter, provided that PTS educators will not be assessed using student data until the measures are identified and data is available for three (3) years. Non PTS educators will not be assessed until the measures are identified and data is available for two (2) years.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

A) Only Educators who are licensed may serve as primary evaluators of Educators.

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

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties

F) Violations of this article are subject to the grievance and arbitration procedures. Agreed that this language will exist during the pilot program. However the struck out language in this Section F) will sunset upon the expiration of the pilot program and the struck out section will become reinvigorated unless there is a separate agreement formed to keep this change.

APPENDIX B

APPENDIX B - 2

ARTICLE XXV Forms for Educator Evaluation

1) Overview of Forms

The forms included in this Appendix are suggested templates, provided as tools to support educators and evaluators as they implement the new educator evaluation framework. For all of these forms, additional pages may be attached as needed.

- **Educator Tracking Sheet.** This form is intended to be used to track the completion of each step throughout the educator's evaluation process. It will be completed by the educator in conjunction with his/her primary (and possibly supervising) evaluator.
- **Self-Assessment Form.** This form is intended to be used in support of Step 1: Self-Assessment, the educator's initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the educator to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Goal Setting Form.** This form is intended to be used in support of Step 1: Self-Assessment and Step 2: Goal Setting and Plan Development. Individuals and teams may use this form to propose goals (a minimum of one student learning goal and one professional practice goal). The form should initially be submitted with the Self-Assessment Form with the box "Proposed Goals" checked. If the goals are approved as written, the evaluator will check the box "Final Goals" and include a copy of the form with the **Educator Plan Form**. If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten. If the form is redone, the new form should have the box "Final Goals" checked and should then be attached to the **Educator Plan Form**. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Educator Plan Form.** This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the educator for a *Self-Directed Growth Plan*, by the educator and the evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the evaluator for an *Improvement Plan*. Completion and/or submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Evaluator Record of Evidence Form.** This form is intended to be used by the evaluator in gathering evidence of an educator's practice during Step 3: Implementation of the Plan. It will be completed by the evaluator and may be reviewed by the educator at any time.
- **Educator Collection of Evidence Form.** This form is intended to be used to support the educator in collecting evidence of his/her practice. It will be completed by the educator and shared with the evaluator prior to Formative Assessment/Evaluation and Summative

- **Formative Assessment Report Form.** This form is intended to be used in support of an educator's formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Formative Evaluation Report Form.** This form is intended to be used in support of an educator's formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Educator Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering *feedback for improvement* (evaluators are encouraged to provide comments even if there is no change to ensure that educators have a clear sense of their progress and performance and receive feedback for improvement). Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Summative Evaluation Report Form.** This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Educator Plans. It will be completed by the evaluator. The evaluator must complete all sections, which are: "Attainment of Student Learning Goal(s)," "Attainment of Professional Practice Goal(s)," "Rating on each Standard," "Overall Performance Rating," and "Plan Moving Forward." Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering *feedback for improvement*. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Educator Response Form.** This form is intended to be used in support of the educator, should he/she want to have a formal response to any part of the evaluation process kept on record. It will be completed by the educator; the evaluator will sign to acknowledge receipt. If the form is submitted in response to the Formative Assessment/Evaluation or to the Summative Evaluation, receipt of the response will also be noted and initialed on the **Educator Tracking Sheet**.

2. Evaluation Tracking Sheet

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

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

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

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

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

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

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

3. Self-Assessment Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

<p>Part 1: Analysis of Student Learning, Growth, and Achievement <i>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.</i></p> <p style="text-align: center;"><small>603 CMR 35.06 (2)(a)1</small></p>

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

4. Self-Assessment Form

Educator—Name/Title: _____

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

603 CMR 35.06 (2)(a)2

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

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

5. Goal Setting Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

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

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

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

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

6a. Educator Plan Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

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

Start Date: _____ End Date: _____

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

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

*Additional detail may be attached if needed

6b. Educator Plan Form

Educator—Name/Title: _____

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

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

Signature of Evaluator _____ Date _____

Signature of Educator _____ Date _____

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

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

7a. Evaluator Record of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Academic Year: _____ Educator Plan and Duration: _____

Standards and Indicators for Effective Teaching Practice: Rubric Outline as per 603 CMR 35.03 The evaluator should track collection to ensure that sufficient evidence has been gathered.			
I. Curriculum, Planning & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
<input type="checkbox"/> I-A. Curriculum and Planning <input type="checkbox"/> I-B. Assessment <input type="checkbox"/> I-C. Analysis	<input type="checkbox"/> II-A. Instruction <input type="checkbox"/> II-B. Learning Environment <input type="checkbox"/> II-C. Cultural Proficiency <input type="checkbox"/> II-D. Expectations	<input type="checkbox"/> III-A. Engagement <input type="checkbox"/> III-B. Collaboration <input type="checkbox"/> III-C. Communication	<input type="checkbox"/> IV-A. Reflection <input type="checkbox"/> IV-B. Professional Growth <input type="checkbox"/> IV-C. Collaboration <input type="checkbox"/> IV-D. Decision-making <input type="checkbox"/> IV-E. Shared Responsibility <input type="checkbox"/> IV-F. Professional Responsibilities

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7b. Evaluator Record of Evidence Form

* The Rubric Outline is intended to be used for citing Standards and Indicators. Evaluators should review the full rubric for analysis of evidence and determination of ratings

Educator: _____

Evaluator: _____

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

*note if classroom observations are announced or unannounced

8. Educator Collection of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Evidence pertains to (check all that apply)¹:

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

Summary of Evidence

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

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

¹ Per 603 CMR 35.07(1)(c)1, "Evidence compiled and presented by the educator 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.

9b. Formative Assessment Report Form

Educator—Name/Title: _____

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

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

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

10. Formative

* 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.

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

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing¹:

Progress toward attaining goals

Performance on Standards

Both

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

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

11a. Formative Evaluation Report Form

Educator—Name/Title: _____

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

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

12b. Summative Evaluation Report Form

Educator—Name/Title: _____

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

13. Educator Response Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Response to: (check all that apply)

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

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

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

ARTICLE XXVI14. Setting SMART Goals¹⁰

Good goals help educators, schools, and districts improve. That is why the educator evaluation regulations require educators to develop goals that are specific, actionable, and measurable. They require, too, that goals be accompanied by action plans with benchmarks to assess progress.

This "SMART" Goal framework is a useful tool that individuals and teams can use to craft effective goals and action plans:

S	=	Specific and Strategic
M	=	Measurable
A	=	Action Oriented
R	=	Rigorous, Realistic, and Results-Focused (the 3 Rs)
T	=	Timed and Tracked

Goals with an action plan and benchmarks that have these characteristics are "SMART." A practical example some of us have experienced in our personal lives can make clear how this SMART goal framework can help turn hopes into actions that have results. First, an example of *not* being "SMART" with goals: *I will lose weight and get in condition.*

Getting SMARTer: *Between March 15 and Memorial Day, I will lose 10 pounds and be able to run 1 mile nonstop.*

The hope is now a goal, that meets most of the SMART Framework criteria:

It's Specific and Strategic	= 10 pounds, 1 mile
It's Measurable	= pounds, miles
It's Action-oriented	= lose, run
It's got the 3 Rs	= weight loss and running distance
It's Timed	= 10 weeks

SMART enough: To make the goal really "SMART," though, we need to add an action plan and benchmarks. They make sure the goal meets that final criteria, "Tracked." They also strengthen the other criteria, especially when the benchmarks include "process" benchmarks for tracking progress on the key actions and "outcome" benchmarks that track early evidence of change and/or progress toward the ultimate goal.

Key Actions

- Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.
- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.

¹⁰ The SMART goal concept was introduced by G.T. Doran, A. Miller and J. Cunningham in *There's a S.M.A.R.T. way to write management's goals and objectives*, *Management Review* 70 (11), AMA Forum, pp. 35-36. *What Makes a Goal "SMART"?* also draws from the work of Ed Costa, Superintendent of Schools in Lenox; John D'Auria, Teachers 21; and Mike Gilbert, Northeast Field Director for MASC.

- Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

Benchmarks:

- For process, maintaining a daily record of calorie intake and exercise
- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

Goals need to be straightforward and clearly written, with sufficient specificity to determine whether or not they have been achieved. A goal is strategic when it serves an important purpose of the school or district as a whole and addresses something that is likely to have a big impact on our overall vision.

M = Measurable

If we can't measure it, we can't manage it. What measures of quantity, quality, and/or impact will we use to determine that we've achieved the goal? And how will we measure progress along the way? Progress toward achieving the goal is typically measured through "benchmarks." Some benchmarks focus on the process: are we doing what we said we were going to do? Other benchmarks focus on the outcome: are we seeing early signs of progress toward the results?

A = Action Oriented

Goals have active, not passive verbs. And the action steps attached to them tell us "who" is doing "what." Without clarity about what we're actually going to do to achieve the goal, a goal is only a hope with little chance of being achieved. Making clear the key actions required to achieve a goal helps everyone see how their part of the work is connected—to other parts of the work and to a larger purpose. Knowing that helps people stay focused and energized, rather than fragmented and uncertain.

R = Rigorous, Realistic, and Results-Focused (the 3 Rs)

A goal is not an activity: a goal makes clear what will be different as a result of achieving the goal. A goal needs to describe a realistic, yet ambitious result. It needs to stretch the educator, team, school, or district toward improvement but not be out of reach. The focus and effort required to achieve a rigorous but realistic goal should be challenging but not exhausting. Goals set too high will discourage us, whereas goals set too low will leave us feeling "empty" when it is accomplished and won't serve our students well.

T = Timed

A goal needs to have a deadline. Deadlines help all of us take action. For a goal to be accomplished, definite times need to be established when key actions will be completed and benchmarks achieved. Tracking the progress we're making on our action steps (process benchmarks) is essential: if we fall behind on doing something we said we were going to do, we'll need to accelerate the pace on something else. But tracking progress on process outcomes isn't enough. Our outcome benchmarks help us know whether we're on track to achieve our goal and/or whether we've reached our goal. Benchmarks give us a way to see our progress and celebrate it. They also give us information we need to make mid-course corrections.

APPENDIX C

ADMINISTRATIVE COMPONENT PERFORMANCE EVALUATION

APPENDIX C-1 PRINCIPLES OF EFFECTIVE LEADERSHIP AND ADMINISTRATION

APPENDIX C -2 EVALUATION FORM

APPENDIX C - I

PRINCIPLES OF EFFECTIVE LEADERSHIP AND ADMINISTRATION

- I. Effective Instructional Leadership**
 - A. Works with others to create learning environments that address the needs of students.
 - B. Facilitates the development of a shared mission and vision.
 - C. Encourages his/her staff to use a variety of strategies to assess student performance.
 - D. Applies current principles, practices, and research to encourage and model effective teaching.
 - E. Leads the renewal of curriculum and instructional programs.
 - F. Promotes and models the use of instructional technologies available to his/her staff.
 - G. Models high standards and positive expectations that all students can perform to the best of their abilities.
 - H. Works with teachers and other staff to supervise and evaluate their performance.
 - I. Supports ongoing professional development.

- II. Effective Organizational Leadership**
 - A. Creates a self-renewing organizational environment that consistently focuses on enabling his/her staff to function at high levels.
 - B. Applies research and organizational leadership skills.
 - C. Uses communication skills that are clear, direct, and responsive.
 - D. Creates a positive, informed climate for collegial teaching and learning.
 - E. Facilitates constructive change.
 - F. Plans for, models, encourages and uses collaboration and shared decision-making.
 - G. Applies strategic planning techniques that foster systemic approaches.

III Effective Administration and Management

- A. Acts within legal and ethical guidelines to accomplish educational purposes and improve student learning.
- B. Carries out the personnel selection, supervision, evaluation, and management functions of his/her role.
- C. Applies knowledge of policy formation and legal requirements within the scope of his/her responsibility.
- D. Applies know/edge of fiscal management policy and practices within the scope of his/her responsibility.
- E. Uses technologies as available, upon completion of training, to administer his/her responsibilities.

IV. Promotion of Equity and Appreciation of Diversity

- A. Ensures equity for all staff and students and supports diversity in the school environment.

V. Effective Relationships with the Community

- A. Recognizes the role of the community in addressing the needs of students.
- B. Assesses the needs of parents and community members and involves them in decision-making.
- C. Encourages partnerships among staff, parents, business, and the community.
- D. Supports the vision, mission, programs, activities, and services of the school/district.

VI. Fulfillment of Professional Responsibilities

- A. Models professional behaviors that contribute to addressing the needs of students.
- B. Demonstrates enthusiasm for his/her own learning.
- C. Demonstrates and promotes an atmosphere of respect for self and others.
- D. Models ethical behavior.

APPENDIX C -2

CURRICULUM SPECIALIST EVALUATION REPORT

NAME _____ EVALUATOR _____

DEPARTMENT _____ DATE _____

Description of the Curriculum Specialist's performance based on the criteria contained in the Principles of Effective Leadership and Administration.

Evaluator's Signature _____ Date: _____

Signature _____ Date: _____

Unit member's Comments:

The Curriculum Specialist's signature on this form indicates only that s/he has seen the document and not that s/he is in agreement with the contents herein.

**APPENDIX D
FORM 1
REQUEST FOR COURSE APPROVAL
(Prepare in Triplicate)**

Date: _____

REIMBURSEMENT
 NON-REIMBURSEMENT

Superintendent of Schools
23 Main Street
Saugus, MA 01906

Dear Sir:

I hereby request approval to take the following course, courses or workshop for in-service credit:

NAME OF COURSE:

INSTITUTION GIVING COURSE;

DATES OF ATTENDANCE: FROM _____ TO _____

SEMESTER HOURS CREDIT: _____

HOW DOES THIS COURSE RELATE TO YOUR INDIVIDUAL PROFESSIONAL IMPROVEMENT PLAN:

Signature of Applicant

(Name of School)

.....
COURSE APPROVAL

Date: _____

____ You are hereby granted approval to take the course, courses or workshop enumerated above.

____ The course, courses or workshop enumerated above do not seem to correspond with your professional needs. Permission to take them for in-service credit must, therefore, be withheld. I shall be happy to discuss this decision with you should you desire a conference.

Superintendent of Schools

**APPENDIX D
FORM 2
REQUEST FOR IN-SERVICE CREDITS APPROVAL**

Name _____ School _____

Grade or Subject _____ Date _____

I hereby request that the Professional Development Committee approve the following professional development activity for in-service credit. If approved, I understand that I will have to conform to the regulations governing the awarding of in-service credit.

Professional Development Activity

In-Service Credits Requested

The activity identified above will help me in my teaching in the following way:

This activity conforms to my professional development plan as follows:

_____ Approved for _____ in-service credits

_____ Disapproved

_____ More information Needed

Chairman, Professional Development Committee

Date

**APPENDIX D
FORM 3
TUITION REIMBURSEMENT**

I hereby request reimbursement for the following coursework:

Attachments:

- Copy of the REQUEST FOR COURSE APPROVAL signed by the Superintendent.
- Transcript — Grade Documentation.
- Receipt — Proof of payment.

All three documents must be submitted with this request.

Name

School

Date

.....
Tuition Reimbursement Payment

- Approved for Payment
- Not Approved for Payment
- Not Approved for Payment because Tuition Reimbursement Funds have been expended prior to receipt of this request.

Superintendent of Schools

Date

Appendix E

Job —share Agreement

I understand and accept the terms and conditions of the Job-share Conditions contained in Article XIX.

Participant _____ Participant _____

Date _____ Date _____

APPENDIX F

Waiver Form

TO:

From:

Subject: Employment Status Waiver — Involuntary Leave of Absence

This is to notify you that the Superintendent of the Saugus Public Schools intends to act upon your employment status on _____, consistent with the notification you have already received dated _____

You shall be considered on an involuntary leave of absence and eligible for recall pursuant to the Agreement if you execute this waiver form. Executing this waiver will also protect your professional teacher status, seniority and contractual benefits during the recall period. Also, should you wish to be given preference on the substitute list during the recall period, you should notify the Superintendent's Office.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflects upon your years of satisfactory service as a member of the professional staff.

If you intend to elect involuntary leave of absence, please sign and return this form to the Superintendent of Schools by _____. If we do not receive a signed form by this date, we will assume that you do not wish to accept involuntary leave of absence status. The Superintendent will then undertake dismissal procedures pursuant to M.G.L. C. 71, §42.

.....
WAIVER

In consideration of treating my layoff as an involuntary unpaid leave of absence, I hereby agree not to exercise any present or future rights that I have under M.G.L. C. 71, § 42 and relieve the Saugus Public Schools of any obligation it may have to comply with said statutes with respect to this layoff to be effective September 1, 201_. I understand that by accepting this involuntary unpaid leave of absence, I retain all professional teacher status rights, seniority and other contractual benefits in lieu of dismissal. If I am not recalled during this leave of absence, I understand that the Superintendent will act on my dismissal pursuant to M.G.L. C. 71 § 42 at the end of the involuntary leave of absence and I hereby waive my rights pursuant to M.G.L. C 71 § 42 with respect to the Superintendent's action at that time.

Signature: _____ Date: _____

Appendix G – Middle School Schedule

The following constitutes the middle school schedule.

	Day1	Day2	Day3	Day4	Day5	Day6
Block A 7:50-9:00	1	7	6	5	4	3
Block B 9:00-9:50	2	1	7	6	5	4
Block C 9:50-10:20	3	2	1	7	6	5
Block D 10:20-11:10	4	3	2	1	7	6
Block E 11:10-12:00	5	4	3	2	1	7
Block F 12:00-1:20	6	5	4	3	2	1
Block G 1:20-2:10	7	6	5	4	3	2

1. Morning announcements and daily attendance will be integrated into the first period of the day, eliminating homeroom time and the transition between homeroom and first period.

2. Teachers will teach a maximum of five periods during the day, receive one preparation period per day, and receive an additional period per day identified for collaborative professional meeting time and teacher duties identified by administration. Teacher duties could include monitoring the cafeteria, hallway/bathrooms, and academic preparation coverage (study halls).

3. Academic terms and reporting periods will be modified to reflect three (3) trimesters of study, replacing the four (4) quarter terms.

High School Schedule – Formerly Appendix F

The parties hereby agree to modify the terms of Article VII by the herein contained modifications to the Saugus High School Schedule for the school year 2003-2004.

The 2003-2004 schedule shall be implemented on a one (1) year trial basis and said implementations shall not be construed as any practice or precedent. At the close of the last day of the 2003-2004 year the schedule shall revert to the 2002-2003 schedule and this Appendix F shall cease to exist unless the SEA and the SSC negotiate and ratify another memorandum of agreement on this modification.

The schedule is attached to this Memorandum and is a part hereof.

Weekly common planning shall be provided for unit members on at the beginning of the work day on Thursday.

When a work week is of three (3) or less day duration, no long block days shall be scheduled.

No long block days will be scheduled during any week in which MCAS testing or the school semester exam period takes place.

Student make-up sessions will be forty (40) minutes, whether the student misses a single or double block class.

The current preparation period requirement under the terms of the Agreement shall remain in place. The administration shall ensure that each unit member shall receive his/her preparation period on a block schedule day. Any deviation from this requirement must have the written agreement of the SEA President, the High School Principal, and the individual unit member.

Each high school staff member, including members of the bargaining unit and administrators shall be assigned to no more than twelve (12) to fifteen (15) students to mentor and every effort shall be made to keep the number of assigned students to twelve (12). Any unit member willing to mentor more than twelve (12) to fifteen (15) students may do so with the written agreement of the SEA President, High School Principal, and the individual unit member.

Mentoring duties shall be completed during the mentoring block. The mentoring of students shall not include preparation on the part of the teacher, any teaching, counseling, or guidance function (including assistance in the college application process).

Advisors shall have one (1) additional preparation period per week. This block will occur on Monday, Wednesday, or Friday.

The Saugus Public Schools shall provide training in block scheduling to accommodate all high school unit members interested in taking the course. The course shall be offered in both spring 2003 and early summer 2003. Each unit member who completes the course shall receive appropriate in-service credits.

Appendix H --High School Schedule

The following constitutes the high school schedule.

Monday	Tuesday	Wednesday	Thursday	Friday
			Common Planning For Teachers until 7:50. Students arrive to school at 7:50	
Period 1 7:25 – 8:16	Period 1 7:25 – 8:48	Period 1 7:25 – 8:16	Period 2 7:54 – 9:20	Period 1 7:25 – 8:16
Period 2 8:20 – 9:07		Period 2 8:20 – 9:07		Period 2 8:20 – 9:07
Period 3 9:11 – 9:58	Period 3 9:25 – 10:48	Period 3 9:11 – 9:58	Period 4 9:25 – 10:48	Period 3 9:11 – 9:58
Period 4 10:02 – 10:49		Period 4 10:02 – 10:49		Period 4 10:02 – 10:49
Period 5 10:52 – 12:07	Period 5 10:52 – 12:21	Period 5 10:52 – 12:07	Period 5 10:52 – 12:21	Period 5 10:52 – 12:07
Period 6 12:12 – 12:59	Period 7 12:26 -1:50	Period 6 12:12 – 12:59	Period 6 12:26 – 1:50	Period 6 12:12 – 12:59
Period 7 1:03 – 1:50		Period 7 1:03 – 1:50		Period 7 1:03 0 1:50

**Lunch Schedule for
M – W – F**

**Lunch Schedule for
T and R**

10:52 AM	11:17 AM	L 1		10:52 AM	11:17 AM	L1
11:20 AM	12:07 AM	Class		11:21 AM	12:21 PM	Class
10:52 AM	11:17 AM	M Class		10:52 AM	11:20 AM	M Class
11:17 AM	11:42 AM	L 2		11:20 AM	11:45 AM	L 2
11:45 AM	12:08 PM	M Class		11:49 AM	12:21 PM	M Class
10:52 AM	11:39 AM	Class		10:52 AM	11:52 AM	Class
11:42 AM	12:07 PM	L 3		11:56 AM	12:21 PM	L 3

The bell for "office session" shall ring at 2:23 pm.