

AGREEMENT

SAVOY SCHOOL COMMITTEE

and the

SAVOY EDUCATION ASSOCIATION

SEPTEMBER 1, 2016- AUGUST 31, 2019

THIS AGREEMENT IS MADE AND ENTERED INTO

between the

**SAVOY SCHOOL COMMITTEE
(Hereinafter referred to as the "Committee")**

and the

**SAVOY EDUCATION ASSOCIATION
(Hereinafter referred to as the "Association")**

**SAVOY AGREEMENT
2016-2019
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I RECOGNITION

The Savoy School Committee recognizes the Savoy Education Association as the exclusive representative of all duly certified teachers employed at the Savoy Elementary School System for purposes of collective bargaining in respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment pursuant to C. 150 E of the General Laws of Massachusetts.

II NEGOTIATIONS PROCEDURE

This agreement shall be effective as of September 1, 2016 and remain in full force and effect through August 31, 2019. Both parties agree that on or before February 1, 2019 they will use their best efforts to negotiate an agreement to become effective on the expiration of this agreement.

III SALARIES

1. The salaries of all teachers covered by this Agreement are set forth in Appendix "A" which is attached to this Agreement. Teachers will receive a 2% increase for FY17, FY18 and FY19 of this contract.

2. All teachers covered under the collective bargaining contract shall receive payment for service based on a 26-payment schedule every two weeks. As soon as possible, in cooperation with the Town Treasurer, but in no event later than the regularly scheduled pay day following the last day of school, each teacher will receive the balance of his/her annual salary.

Employees hired to teach for 50% FTE or more will be credited with full year of seniority to the school district. Employees hired for less than 50% FTE will be credited with their actual FTE time for seniority purposes.

3. A teacher shall advance to the next highest step until the highest step is reached.

4. Columns five (5) and six (6) will recognize only M+30 and M+45 respectively for all teachers hired after August 29, 1994. Only teachers hired prior to the above date will be allowed to count sixty (60) and seventy-five (75) credits beyond the Bachelors in these columns for movement on the salary schedule. Steps 10-17, Column 2 are available to those teachers employed by the Savoy Elementary School prior to September 1, 2006. Column 1 (BA) will be shortened to eight (8) steps.

5. The Teacher responsible for Sped duties will receive a \$2,500.00 increase in her/her basic salary each year. This can be renegotiated between the Superintendent/School Committee and the Sped Teacher each year of the current contract.

IV LEAVES OF ABSENCE

1. Each teacher shall receive fifteen (15) sick days leave each school year. Unused sick leave shall accumulate from year to year up to 200 days. Extra days needed can be applied for and will be considered by the Savoy School Committee. The grant or denial of extra days shall be at the sole discretion of the School Committee, upon recommendation of the Superintendent.

2. Teachers shall be granted temporary leaves of absence without loss of pay for the following reasons:

a. Each teacher shall be granted four (4) personal days per year without loss of pay and not to be deducted from sick leave. These days may be taken without regard to reason and are non-cumulative. Grand fathered personal days, previously accumulated, may be taken in addition to those personal days granted annually. You will be paid \$35.00 per day for unused personal days. The parties shall agree to allow teachers to have the option to trade two (2) sick days for one (1) personal day per school year.

Teachers shall seek the permission of the principal in writing, in advance, of their intent to take a personal day adjacent to a holiday or vacation day.

b. Each teacher shall be granted professional days, not to be counted as personal or sick days, upon the recommendation of the Principal with approval by the Superintendent.

c. In the event of the death of the husband, wife, child, mother, father, stepmother, stepfather, brother, sister or significant other, for a period not in excess of five (5) consecutive school days, and in the event of the death of mother-in-law, father-in-law, guardian, grandfather or grandmother, for a period not in excess of three (3) consecutive school days and in the event of the death of an aunt or uncle, of the teacher for a period not in excess of one (1) school day, in the event of the death of a close friend of the teacher for a period not in excess of one (1) school day at the discretion of the principal. The beginning of such leave to commence with the date of death, except for uncle or aunt in which case leave may be taken on the day of the funeral; however, under extraordinary circumstances the leave may be taken at a later time subject to Committee approval.

d. Each Teacher shall be granted leave to care or assist in the care of a relative or "significant other" of a teacher provided that the number of days shall not in any one (1) year exceed (5) days. These days shall not be deducted from sick leave.

3. Parenting Leave: A teacher shall be granted leave of absence for up to one year for the purpose of child-care or child-rearing. Such leaves shall be consistent with applicable state and federal laws and/or rules and regulations.

Leave shall commence on a date determined by the employee. The employer shall be notified of the employee's intent to begin leave. Notice shall be served within a reasonable period of time. Such leave shall not affect the employee's right to receive vacation time, sick time, advancement, bonuses, seniority, length of service, credit, benefits, plans or programs to which he/she was eligible for at the date of leave.

The employer shall be notified of the employee's intent to end leave and return to employment. Notice shall be served within 30 days in advance of return from leave. Upon return from leave, the teacher shall be returned to the same position, in the same building, as assigned prior to the leave.

4. Military Leave: A teacher shall be granted paid leave to render regular or reserve military service. Upon termination of leave, he/she shall be returned to the same position, in the same building, as that held prior to the leave.

5. Leaves of absence other than the above shall be granted in accordance with the Family and Medical Leave Act of 1993.

Sick Leave Bank: A sick leave Bank Committee will be established composed of two teachers to be appointed by the Association and one member to be appointed by the School Committee. The Superintendent will be the fourth member of the committee. Appointees serve from date of appointment until they are replaced.

Each teacher employed by the School Committee shall become a member of the Sick Leave Bank upon completing his or her first day of work as a teacher in the Savoy School District. Each teacher, who has completed three consecutive years of employment in the School District as of September 1, 2000, shall as of that date make an initial contribution of three (3) days to the Sick Leave Bank from his or her accumulated sick leave. This contribution shall continue each year thereafter until a maximum of sixty (60) days has been collected for the Sick Leave Bank.

In addition to his or her accumulated sick leave, a teacher may draw additional days from Sick Leave Bank such that a total of thirty (30) days is available for a given personal illness or injury,

upon the Sick Leave Bank Committee's determination. The following criteria will be used for decision making:

- The member teacher suffers from a legitimate medical illness.
- The member teacher has exhausted all of his/her allotted leave time.
- The member teacher has petitioned the Sick Leave Bank Committee and has submitted all information requested.

In the event an individual uses all his/her sick leave days, including those eligible through the Sick Leave Bank, Association Members may donate their accumulated sick time to help that individual in need through a petition to be approved by the Sick Leave Bank Committee.

The Sick Leave Bank Committee may promulgate rules, regulations and requirements in order to properly administer the Bank. This includes procedures to replace days that have been withdrawn from the bank and awarded to a staff person in need. The number of days to be replaced, the number of full and part time contributing staff and the financial status of the district should be considered. All information submitted and discussed should remain confidential.

The determination of the Sick Leave Bank Committee with respect to any petition, including without limitation the denial of a petition or the determination of the number of days to be granted, shall be final and binding on all parties and the said Committee's decision shall not be subject to grievance and arbitration.

V INSURANCE

1. All teaching employees and retirees in the school district shall be entitled to group health and dental insurance and life insurance equal to that currently in effect at the premium rate currently in effect for all town employees under the Regulations of Chapter 32B. It is further understood that the percentage paid by the Town will not change during the life of this Agreement. Employees will have an insurance split of 75% (town) 25% (employee) and retirees will have an insurance split of 50%-50% for the HMO, PPO and POS plans.

2. Teachers will also be eligible to receive Workman's Compensation at the rate currently in effect.

3. The HMO, PPO and POS co-pays are listed in Appendix C. It is further understood that the co-pays will not change during the life of this agreement.

VI REDUCTION IN FORCE

When it is necessary to reduce the number of employed teachers, the teacher or teachers affected by reduction in staff will be notified in writing, sixty (60) days prior to the time the reduction will take effect.

In the event of such reduction, teachers will be laid off in the reverse order of seniority. Seniority is measured in terms of teacher's length of service in years, months and days from the initial date of employment in the Savoy Public Schools.

Any teacher or teachers whose position is eliminated shall:

- a. Be transferred to an open position for which he/she is certified or certifiable.
- b. Replace an employee with lower seniority for which the employee whose position is eliminated is certified or certifiable.
- c. The Reduction-in-Force policy applies only to those teachers covered under the Teacher Collective Bargaining Contract.

1. If within the two year period following termination, a teaching vacancy authorized to be filled by the committee occurs, the Superintendent shall notify all former teachers who are certified to fill the vacancy and who have been terminated within the two year period preceding the date of notice (notice shall be in writing addressed to the teacher at his/her last address). If one or more of said teachers shall within 14 days of the date of such notice advise the Superintendent in writing that he/she/they are desirous of the position, the Principal upon the approval of the Superintendent shall appoint said teacher. If more than one terminated teacher applies, seniority will be the determining factor as to which teacher is re-appointed.

Any teacher who is laid off will, upon recall; be entitled to all of the benefits to which he/she was entitled prior to layoff, including, but not limited to, unused accumulated sick leave, seniority, tenure status and position on the salary schedule.

2. Teachers who have been terminated in accordance with this article shall be given preference on the substitute list, if they so desire, for a period of two years.

3. Teachers who have been terminated in accordance with this article may continue their group health, dental and life insurance coverage for a period of two years by promptly remitting to the Town the total premium costs. Failure to forward premium payments to the Town in accordance with a mutually agreed upon schedule shall terminate this right.

4. The layoff or dismissal of a teacher under this article shall not be considered as either discipline or reprimand.

VII CREDITS ON SALARY SCHEDULE AND OTHER STIPENDS

1. Courses taken by teachers covered in this Agreement must be taken with the written approval of the Superintendent prior to taking said course or courses. All courses approved and taken must be satisfactorily completed with a grade of "B" or better, or if "passed/failed" designated, the course must receive a "passed". The teachers have the option of the following:

a. The committee shall reimburse teachers fifty percent (50%) of the cost of tuition for all graduate courses up to a maximum of \$1,100 per year. Teachers' may request in writing to the School Committee any increase in this limit.

b. Teachers may apply up to 45 PDPs equivalent to a total of three (3) credits for moving horizontal on the salary schedule. The hours or PDPs of seminar, workshop or other such educational conference must have prior approval of the Superintendent and be accomplished beyond the normal working day.

Service on the Reform mandated School Governance Council for one year will be equivalent to 15 PDPs/Clock Hours.

2. All teachers permitted to attend workshops, meetings, or attend conferences approved by the Superintendent, shall be paid at the prevailing IRS rate, subject to change annually, in September. Mileage will be determined between event and school covering the round trip.

3. All teachers with twenty (20) years of service at the Savoy Elementary School shall upon leaving the employ of the Town of Savoy receive thirty five dollars (\$35.00) per day for unused sick days up to 200 days maximum.

4. Personnel who qualify for column movement must have evidence of successful credit completion on or before September 1, of the contract year. Documentation submitted after September 1, will be retained for column movement placement in the following contract year.

VIII DUES DEDUCTION

The Committee agrees to deduct from the salaries of the employees covered by this Agreement, dues for the Savoy Education Association, Massachusetts Teachers Association, National Education Association, as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies systematically to the Savoy Education Association. Teacher Authorization shall be in writing. The Massachusetts Teachers Association states that teachers are to perform this service themselves. Dues will be deducted from the teacher's pay and then paid in a lump sum check to the Savoy Education Association. The teachers will be responsible for transmitting the funds to the Massachusetts Teachers Association.

IX WORKDAYS

1. All teachers will receive a thirty (30) minute break from class and related duties each day.
2. All teachers will receive a minimum of forty five (45) minutes preparation time each day, which will be dependent upon non-teaching staff and/or special subject teachers being available.
3. Teacher's day will begin fifteen (15) minutes prior to the beginning of school and it will end fifteen (15) minutes after dismissal time (8:25 a.m.- 3:10 p.m.).
4. One (1) teacher will remain along with the principal beyond the dismissal time in the event that there is an emergency if there are more than twenty (20) students remaining until they are picked up.
5. The work year of the teacher will begin no earlier than August 25th. The work year is defined as 181 days (180 student contact days and one (1) Teacher Preparation Day prior to the first student day of school). The 2010-2011 school year will consist of 182 days, due to this fact, teachers will be granted one extra personal day that can be used or rolled over into the 2011-2012 school year.
6. The Principal, in his/her sole discretion may determine the nature and types of supervisory duties teachers may perform subject to the following conditions:
 - a. The duty is reasonably related to the operation of the school or its educational needs.
 - b. The amount of time teachers devote to performing duties is equitably assigned among teachers.

- c. Aides or other non-teaching personnel will be used to supervise the fifteen (15) minute snack recess and thirty (30) minute lunch recess. It is understood that if a situation arises where a non-teaching staff member is unavailable as a result of illness or emergency, teachers will be assigned to this duty on a day-to-day basis.
- d. If additional special subject teachers become available during the school day, every attempt will be made to balance any additional supervisory duties with additional preparation time.

X EVALUATION PROCESS AND PROCEDURES

The Parties agree to the Educator Evaluation Language in Appendix B

XI GRIEVANCE PROCEDURE

1. A "grievance" is defined as a complaint by a teacher or a group of teachers alleging that there has been a violation, misinterpretation, or inequitable application of the provisions of this Agreement.
2. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. A grievance shall be deemed to have been withdrawn if it shall not have been presented or pursued within those time limits as herein set forth. The time limits may, however, be extended by mutual agreement in writing.

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

3. Level One. A teacher with a grievance shall first present it to the principal or immediate supervisor, either directly or through the Association, within twenty (20) days after the teacher knew or could with diligence have known of the alleged act, condition, or omission upon which the grievance is based, with the objective of resolving the matter informally.

Level Two (a). If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) school days after presentation of the grievance, she/he may file the grievance in writing with the Superintendent directly or through the ASSOCIATION within fourteen (14) school days after the grievance was presented at Level One. Within seven (7) school days after the receipt of the written grievance, the Superintendent shall meet with the aggrieved person and representatives of the ASSOCIATION in an effort to resolve the grievance.

Level Two (b). If a teacher does not file a grievance in writing with the President and written grievance is not forwarded to the Superintendent within twenty (20) school days after the teacher knew or could with diligence have known of the act or condition on which the grievance is based, the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be determined by the procedures taken under Levels Three and Four.

Level Three. If the grievance is not resolved to the satisfaction of the grievant within seven (7) days after submission at Level Two, the grievant either directly or through the Association may present the grievance in writing to the Committee.

Level Four. If the grievance is not resolved to the satisfaction of the grievant within twenty (20) days after submission to Level Three and if the Association indicates in writing addressed to the Committee that the grievance is, in the considered opinion of the Association, meritorious and that it involves in the considered opinion of the Association, the interpretation or application of this agreement, the grievant may submit the grievance in writing to arbitration as hereinafter provided (said opinion shall be attached to the submission to arbitration).

4. An employee may present a grievance to his employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of this agreement.
5. The following general provisions shall pertain to arbitrations:
 - (a) The Association may submit the grievance to arbitration in accordance with the applicable Voluntary Labor Arbitration rules of the American Arbitration Association or, at the discretion of the Association, the Division of Labor Relations, arbitration services.

(b) The grievant shall have the right to use in the arbitration proceedings any representative or representatives of his or her own choosing.

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

The arbitrator will confer with representatives of the committee and the Association and shall hold hearings and issue his decision as soon as possible. Neither party will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to or subtract anything from the Agreement between the parties. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted.

The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the committee as set forth in this agreement or other pertinent provision of law.

6. (a) The Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the Committee which pertains to the grievance and which is within the public domain, to the extent so requested by the Association.

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

(c) All decisions rendered at Levels One, Two and Three of the Grievance Procedure shall be in writing, setting forth the decision therefore and will be transmitted promptly to the grievant and the Association. A decision at Levels One and Two shall be final unless within seven (7) days of delivery of said decision to the grievant, the grievance is presented in writing at the next level. A decision shall be final at Level Three unless within twenty (20) days of delivery of said decision to the grievant, the grievance is presented to the American Arbitration Association for arbitration.

(d) No reprisals shall be taken by the Committee or the school administration against any teacher participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.

(e) If a grievance affects a group or class of teachers, the Association as well as the teacher may within twenty (20) days immediately after the first occurrence of those acts or omissions upon which the grievance is premised submit such a grievance in writing to the Superintendent of Schools, whereupon such grievance shall be further processed at Level Three.

Time for meetings to discuss grievances shall be scheduled outside of the school day unless in the judgment of the Superintendent, in the case of a Level Two proceeding, or of the COMMITTEE. In the case of a Level Three proceeding, a meeting during the school day is desirable to facilitate the production of appropriate information. Attendance by teachers and ASSOCIATION representatives who are involved in grievance meetings held during the school day shall constitute authorized absence without loss of pay.

XII LONGEVITY

Teachers who qualify shall be paid in addition to their base salary, a longevity payment based on the following formula:

After the tenth (10th) year in the system and beginning the Eleventh (11th) year of employment -- \$700.00

After the fifteenth (15th) year in the system and beginning the sixteenth (16th) year of employment-- \$900.00

After the twentieth (20th) year in the system and beginning the twenty-first (21st) year of employment-- \$1100.00

After the twenty-fifth (25th) year in the system and beginning the twenty-sixth (26th) year of employment -- \$1300.00

XIII STIPENDS

All stipends after the school day and summer work contracted with Teachers will be paid at the rate of \$30.00 per hour.

A stipend of \$1,500.00 will be paid to the Head Teacher. Payment will be requested in writing to the Union Office biannually.

A stipend of \$1,000.00 will be paid to the End of the Year Coordinator. Payment will be requested in writing to the Union Office at the end of the school year.

XIV SEVERANCE BENEFIT

Upon retirement from the Savoy School System, teachers who have completed twenty (20) or more years of full time service to the Savoy School System shall be paid a one-time separation benefit of five thousand dollars (\$5000.00). Part-time teachers who have satisfied the above requirements will be paid proportionately.

XV Employee Right

The association and each teacher recognize the authority and responsibility of the District to reprimand and discipline a teacher for just cause. No teacher will for disciplinary reasons be reduced in rank or compensation or deprived of any professional advantage without just cause. If a teacher is to be reprimanded or disciplined by a principal or a member of the administration above the level of principal, the teacher shall have the right to have a member of the Association present.

Any reprimand by a principal or any member of the administration above the level of principal shall be made in private. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article XI unless the teacher or Association proceeds to challenge the reprimand or discipline in a proceeding provided by statute including, but not limited to Massachusetts General Laws, Chapter 71, Section 42.

Whenever a teacher is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the teacher shall be given written notice of the nature of the meeting and shall be entitled to have an association representative present. The notice shall be sufficiently specific to allow the teacher to respond to the matters for which the meeting is called. The meeting shall be scheduled at a time mutually convenient for the employer, the employee, and the association representative.

Any complaint regarding a teacher made to any member of the Administration by a parent, student or other person, which warrants investigation and which may be used in an evaluation will be promptly investigated, reduced to writing and called to the attention of the teacher involved. The teacher will be given an opportunity to respond to and rebut such complaint.

Oral statements concerning conduct, acts or omissions of a teacher shall not be considered a reprimand or discipline unless reduced to writing and placed in a teacher's personnel file.

XVI PERSONNEL FILE

1. Teachers shall have the right to review the contents of his/her personnel file as provided under Chapter 71 Section 42C. A teacher shall be entitled to have the advice, assistance, and presence of a representative chosen by the teacher accompanying him/her during such review.
2. No report, memoranda or other document shall be placed in those files or records referred to in G.L. (Ter. Ed.), Chapter 71, Section 42C, without a copy thereof being delivered to the teacher. Upon receipt of such report, memoranda or other document, the teacher shall have the right to submit to the Superintendent, in writing, such refutation or other comment as teacher shall deem to be pertinent. Such refutation or other comment shall be incorporated into the file or record.

DURATION AND SIGNATURES

THIS AGREEMENT WILL BE EFFECTIVE September 1, 2013 AND WILL CONTINUE IN FULL FORCE AND EFFECT TO AND INCLUDING AUGUST 31, 2016 OR THE BEGINNING OF THE 2015-2016 SCHOOL YEAR, WHICHEVER COMES FIRST.

Should a successor agreement not be ratified by the parties prior to the expiration of this agreement then, this agreement shall remain in full force and effect until the successor agreement is ratified.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS
15th DAY OF August, 2016.

Jane O'Riordan SAVOY EDUCATION ASSOCIATION
Ray Rougeau SAVOY SCHOOL COMMITTEE

APPENDIX A

**FY16 Salaries with Increase
2015-2016**

STEP	BA	BA+15	BA+30	MA+15	MA+30	MA+45
				BA+45	BA+60	BA+75
0	\$33,706	\$35,713	\$37,213	\$38,713	\$40,215	\$41,670
1	\$34,446	\$36,463	\$37,964	\$39,463	\$40,964	\$42,419
2	\$35,186	\$37,213	\$38,713	\$40,215	\$41,715	\$43,222
3	\$35,924	\$39,089	\$40,629	\$42,164	\$43,702	\$45,195
4	\$37,698	\$41,114	\$42,691	\$44,266	\$45,842	\$47,370
5	\$39,573	\$43,206	\$44,816	\$46,429	\$48,041	\$49,638
6	\$40,386	\$46,322	\$48,016	\$49,709	\$51,403	\$53,079
7	\$41,198	\$47,268	\$48,961	\$50,653	\$52,349	\$54,023
8	\$42,010	\$48,212	\$49,907	\$51,600	\$53,292	\$54,969
9	\$42,823	\$49,158	\$50,849	\$52,543	\$54,239	\$55,915
10	\$43,637	\$50,104	\$51,795	\$53,491	\$55,182	\$56,859
11	\$44,449	\$51,046	\$52,742	\$54,436	\$56,130	\$57,806
12	\$45,260	\$51,992	\$53,688	\$55,380	\$57,076	\$58,752
13	\$46,075	\$52,937	\$54,630	\$56,327	\$58,021	\$59,697
14	\$46,888	\$53,883	\$55,577	\$57,270	\$58,964	\$60,641
15	\$47,700	\$54,826	\$56,521	\$58,215	\$59,910	\$61,587
16	\$48,512	\$55,776	\$57,468	\$59,161	\$60,854	\$62,531
17	\$49,758	\$59,476	\$61,252	\$63,029	\$64,805	\$66,563

FY 17 Salaries with Increase

2016-2017

2%

STEP	BA	BA+15	BA+30	MA+15	MA+30	MA+45
				BA+45	BA+60	BA+75
0	\$34,380	\$36,427	\$37,957	\$39,487	\$41,019	\$42,503
1	\$35,135	\$37,192	\$38,723	\$40,252	\$41,783	\$43,267
2	\$35,890	\$37,957	\$39,487	\$41,019	\$42,549	\$44,086
3	\$36,642	\$39,871	\$41,442	\$43,007	\$44,576	\$46,099
4	\$38,452	\$41,936	\$43,545	\$45,151	\$46,759	\$48,317
5	\$40,364	\$44,070	\$45,712	\$47,358	\$49,002	\$50,631
6	\$41,194	\$47,248	\$48,976	\$50,703	\$52,431	\$54,141
7	\$42,022	\$48,213	\$49,940	\$51,666	\$53,396	\$55,103
8	\$42,850	\$49,176	\$50,905	\$52,632	\$54,358	\$56,068
9	\$43,679	\$50,141	\$51,866	\$53,594	\$55,324	\$57,033
10	\$44,510	\$51,106	\$52,831	\$54,561	\$56,286	\$57,996
11	\$45,338	\$52,067	\$53,797	\$55,525	\$57,253	\$58,962
12	\$46,165	\$53,032	\$54,762	\$56,488	\$58,218	\$59,927
13	\$46,997	\$53,996	\$55,723	\$57,454	\$59,181	\$60,891
14	\$47,826	\$54,961	\$56,689	\$58,415	\$60,143	\$61,854
15	\$48,654	\$55,923	\$57,651	\$59,379	\$61,108	\$62,819
16	\$49,482	\$56,892	\$58,617	\$60,344	\$62,071	\$63,782
17	\$50,753	\$60,666	\$62,477	\$64,290	\$66,101	\$67,894

FY 18 Salaries with Increase

2017-2018

2%

STEP	BA	BA+15	BA+30	MA+15	MA+30	MA+45
				BA+45	BA+60	BA+75
0	\$35,068	\$37,156	\$38,716	\$40,277	\$41,840	\$43,353
1	\$35,838	\$37,936	\$39,498	\$41,057	\$42,619	\$44,133
2	\$36,608	\$38,716	\$40,277	\$41,840	\$43,400	\$44,968
3	\$37,375	\$40,668	\$42,270	\$43,867	\$45,468	\$47,021
4	\$39,221	\$42,775	\$44,416	\$46,054	\$47,694	\$49,284
5	\$41,172	\$44,952	\$46,627	\$48,305	\$49,982	\$51,643
6	\$42,018	\$48,193	\$49,956	\$51,717	\$53,480	\$55,223
7	\$42,862	\$49,178	\$50,939	\$52,699	\$54,464	\$56,206
8	\$43,707	\$50,160	\$51,923	\$53,685	\$55,445	\$57,190
9	\$44,553	\$51,144	\$52,903	\$54,666	\$56,430	\$58,174
10	\$45,400	\$52,128	\$53,888	\$55,652	\$57,411	\$59,156
11	\$46,245	\$53,108	\$54,873	\$56,635	\$58,398	\$60,141
12	\$47,089	\$54,092	\$55,857	\$57,617	\$59,382	\$61,126
13	\$47,936	\$55,076	\$56,837	\$58,603	\$60,365	\$62,109
14	\$48,782	\$56,060	\$57,822	\$59,584	\$61,346	\$63,091
15	\$49,627	\$57,041	\$58,804	\$60,567	\$62,330	\$64,075
16	\$50,472	\$58,029	\$59,790	\$61,551	\$63,313	\$65,057
17	\$51,768	\$61,879	\$63,727	\$65,575	\$67,423	\$69,252

FY 19 Salaries with Increase

2018-2019

2%

	BA	BA+15	BA+30	MA+15	MA+30	MA+45
				BA+45	BA+60	BA+75
0	\$35,769	\$37,899	\$39,491	\$41,083	\$42,676	\$44,221
1	\$36,554	\$38,695	\$40,288	\$41,878	\$43,471	\$45,015
2	\$37,340	\$39,491	\$41,083	\$42,676	\$44,268	\$45,868
3	\$38,123	\$41,482	\$43,116	\$44,745	\$46,377	\$47,961
4	\$40,005	\$43,631	\$45,304	\$46,975	\$48,648	\$50,269
5	\$41,995	\$45,851	\$47,559	\$49,271	\$50,981	\$52,676
6	\$42,858	\$49,157	\$50,955	\$52,752	\$54,549	\$56,328
7	\$43,720	\$50,161	\$51,958	\$53,753	\$55,553	\$57,330
8	\$44,581	\$51,163	\$52,962	\$54,758	\$56,554	\$58,334
9	\$45,444	\$52,167	\$53,961	\$55,759	\$57,559	\$59,337
10	\$46,308	\$53,171	\$54,965	\$56,765	\$58,560	\$60,339
11	\$47,170	\$54,170	\$55,970	\$57,768	\$59,566	\$61,344
12	\$48,030	\$55,174	\$56,974	\$58,770	\$60,570	\$62,348
13	\$48,895	\$56,177	\$57,974	\$59,775	\$61,572	\$63,351
14	\$49,758	\$57,181	\$58,979	\$60,775	\$62,573	\$64,353
15	\$50,620	\$58,182	\$59,981	\$61,778	\$63,577	\$65,357
16	\$51,481	\$59,190	\$60,986	\$62,782	\$64,579	\$66,358
17	\$52,804	\$63,116	\$65,001	\$66,887	\$68,772	\$70,637

Appendix B. Teacher and Caseload Educator Model Contract Language

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1) **Purpose of Educator Evaluation**

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards. The Principal and Faculty shall work together during the 2013-2014 school year to develop a binder which will serve as a sample as to the quantity and quality of information expected from an Educator.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also

include special education teachers and reading specialists who teach whole classes.

- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03). Evidence that has not been shared with the Educator within ten (10) school days shall not be utilized in the evaluation process.

- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The parties will meet to collaboratively discuss district determined measures when guidance is released by the DESE. If DESE releases new regulations or guidelines concerning District Determined Measures that are subject to collective bargaining neither party waives their bargaining rights.

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

- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

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

 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS who are rated needs improvement. Teachers who successfully complete a Directed

Growth Plan shall be placed on a Self-Directed Growth Plan in the next cycle.

- iv) **Improvement Plan** shall mean a plan developed by the Evaluator of a time period sufficient to achieve the goals in the improvement plan, of at least ninety (90) instructional days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year.

In the unusual circumstance where an Educator on a Self-Directed Growth Plan is rated as unsatisfactory at the Summative Evaluation and therefore moves directly from a Self-Directed Growth Plan to an improvement plan, the improvement plan shall be one year in duration.

In the unusual circumstance where an Educator on a Self-Directed Growth Plan is rated as unsatisfactory at the Formative Evaluation, the Educator shall be placed on a Directed Growth Plan for one year. At the conclusion of the Directed Growth Plan the Educator shall be placed on an Improvement Plan of at least ninety (90) instructional days and no more than one year if they are rated as unsatisfactory overall. The Educator may remain on a Directed Growth Plan if they are rated as needs improvement overall at the conclusion of the Directed Growth Plan. If at the conclusion of a Directed Growth Plan the Educator is rated as Proficient or Exemplary overall, the Educator shall be placed on a Self-Directed Growth Plan.

In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer proceeding the next school year. The Evaluator may not require the Educator to engage in the suggested summer activities.

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

- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the Principal who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
- K) **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.
- L) **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.
- M) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- N) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- O) ***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.

- P) ***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.
- Q) ***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.
- R) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) **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. Any demonstration of student knowledge and skill attainment, which may include, but are limited to informal checks of student understandings, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios, multi-stage performance tasks, internships, service learning projects, district and state determined measures (when implemented by the state). This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

U) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

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

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

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

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

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

W) ***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.

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

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

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

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

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii) Elements: Defines the individual components under each indicator
- iv) Descriptors: Describes practice at four levels of performance for each element

BB) ***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.

CC) ***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.

DD) ***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.

- EE) ***Trends in student learning:** At least two years of data, or three years of data where available, 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.

When class size is less than 10 students, trending and state assessments will not be used. Student learning will be determined by negotiable DDM.

3) Evidence Used In Evaluation

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

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

- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.

- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self- assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback- see# 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The District will use the rubrics provided by DESE. When rubrics are released in Specialists areas, the parties will meet to discuss the potential of adaptation or adoption of the new rubrics.

5) Evaluation Cycle: Training

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

6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
 - iv) Educators hired after the annual training shall be provided an overview and forms within four weeks of their hire.

7) Evaluation Cycle: Self-Assessment

- A) **Completing the Self-Assessment**
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October

15th or within four weeks of the start of their employment at the school whichever is longer.

- ii) Nothing herein shall prevent a teacher from expediting this process and completing the Self-Assessment and Goal Setting cycles prior to the October 15th deadline. Teachers are encouraged to complete this process as soon as they are prepared.
- iii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 15th (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.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and

mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
 - i. If collaboration time is agreed to as part of a successor labor agreement, then the Educators may use collaboration time to engage in the goal setting process, which shall include the consideration of team goals.
- 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 parties agree to negotiate the process for determining the Educator's impact on student learning, growth, and achievement after ESE issues more guidance on this matter.
- C) **Educator Plan Development Meetings** shall be conducted as follows:
 - i) 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.

- ii) All other 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.
- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- iv) The District will issue annual guidance to assist Educators in the development of SMART goals to align with School and District improvement priorities as well as promote each Educator's personnel growth. This guidance will make clear that SMART goals should be challenging, yet reasonable. The expectation of the District is that Educators will make substantial progress towards attaining their goals as evidenced through the completion of activities in their Educator Plan. Attainment of SMART goals is not a requirement for receipt of an overall performance rating of Proficient in a Formative or Summative Evaluation.

D) **The Evaluator completes the Educator Plan by November 1st.** The Plan shall include specific standards, indicators, and elements which will be examined in relation to the goals. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
- B) Non-first year non-PTS Educator in the school:

- i) 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 two (2) unannounced observations during the evaluation cycle. Using the protocol described in Section 11.
- 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 fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
- D) Any observation in which the Educator receives a Needs Improvement or Unsatisfactory rating for the first time shall be followed up with an announced observation no later than twenty school days.

11) Observations

The Evaluator's first observation of the Educator should take place by November 15 for non-PTS Educators and December 15 for Educators with PTS. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. All observations will be conducted by the Evaluator for the impartial purpose of evaluating performance, and not as a punitive measure.

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

- A) Unannounced Observations

- i) Unannounced observations will be in the form of the partial or full period classroom visitations but will be at least ten minutes long, or shorter by mutual consent.
 - ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox.
 - iii) Each educator will receive no fewer than the minimum prescribed amount of unannounced observations throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in written feedback.
- B) The Evaluator at the beginning of each school year shall communicate with all Educators what method or instrument will be utilized to signal that an unannounced observation is taking place.
- C) Announced Observations
- i) 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.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid- cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) During the Formative Assessment process the Evaluator may believe that the goal(s) set forth in the Educator Plan should be changed. If such a change is contemplated, the Evaluator will meet with the Educator and discuss the goal(s) prior to any changes.
- F) 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.
- G) 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.
- H) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- I) 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.
- J) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- K) Educator on a one year Self-Directed Growth Plan shall not be moved to a different Educator Plan at the Formative Assessment stage.

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

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

- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

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

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans- General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;

- ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

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

18) Educator Plans: Directed Growth Plan

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

- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will determine if the Educator is making substantial progress towards proficiency. If the Evaluator determines that the Educator is making substantial progress towards proficiency then the Evaluator shall recommend to the Superintendent that the Educator be placed on a Directed Growth 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. A) **Improvement Plan** shall mean a plan developed by the Evaluator of a time period sufficient to achieve the goals in the improvement plan, of at least ninety (90) instructional 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 the unusual circumstance where an Educator on a Self-Directed Growth Plan is rated as unsatisfactory at the Summative Evaluation and therefore moves directly from a Self-Directed Growth Plan to an improvement plan, the improvement plan shall be one year in duration.

In the unusual circumstance where an Educator on a Self-Directed Growth Plan is rated as unsatisfactory at the Formative Evaluation, the Educator shall be placed on a Directed Growth Plan for one year. At the conclusion of the Directed Growth Plan the Educator may be placed on an Improvement Plan of at least ninety (90) instructional days and no more than one year. At the conclusion of the Directed Growth Plan the Educator shall be placed on an Improvement Plan of at least ninety (90) instructional days and no more than one year if they are rated as unsatisfactory overall. The Educator may remain on a Directed Growth Plan if they are rated as needs improvement overall at the conclusion of the Directed Growth Plan. If at the conclusion of a Directed Growth Plan the

Educator is rated as Proficient or Exemplary overall, the Educator shall be placed on a Self-Directed Growth Plan.

- A) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- B) 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.
- C) 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.
- D) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- E) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;

- iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- F) 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.
- G) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making reasonable progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

APPENDIX C

HEALTH INSURANCE CO-PAYS