# **CONTRACT**

# **BETWEEN**

# THE SHREWSBURY SCHOOL COMMITTEE

# **AND**

# THE SHREWSBURY EDUCATION ASSOCIATION

**AUGUST 25, 2022 - AUGUST 24, 2025** 

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#### **ARTICLE I**

## PRELIMINARY MATTERS

#### A. Parties

This Agreement is made and entered into on June 4, 2022, by and between the Shrewsbury School Committee (hereinafter referred to as the "COMMITTEE") and the Shrewsbury Education Association (hereinafter referred to as the "ASSOCIATION").

### B. Preamble

- (1) Whereas, pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts, the COMMITTEE and its designated representatives have met with representatives of the ASSOCIATION, and the parties have fully considered and discussed all proposals by either party as to salary, hours, and other conditions of employment.
- (2) Now, therefore, the COMMITTEE and the ASSOCIATION agree on the following provisions:

# C. Scope

- (1) The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Contract; however, any matter not mentioned in this Contract, or any matter mentioned in this Contract for which specific directions are not set forth herein or which is not specifically delegated to the Unit A employees or the Arbitrator, shall be reserved for decision by the COMMITTEE or the Superintendent, as the case may be, in their sole discretion, and in the exercise of such discretion they shall not be subject to the Grievance and Arbitration procedures provided in this Contract.
- (2) If any provisions of this Contract, or any application of this Contract to any employees covered by the terms of this Contract, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Contract shall continue in full force and effect.
- (3) The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the COMMITTEE continues to retain, whether exercised or not, the right to exercise, in its sole discretion, the duties, powers, responsibilities, and rights provided by the laws of Massachusetts, and the applicable rules and regulations of administrative agencies issued under such laws, in the control, direction, and management of the

SHREWSBURY SCHOOL SYSTEM, and in the exercise of such powers the discretion of the COMMITTEE shall not be subject to the Grievance and Arbitration procedures set forth in this Contract.

# D. Recognition

- (1) For the purposes of Collective Bargaining with respect to wages, hours, standards of productivity, and other conditions of employment, the negotiation of a Contract and any questions arising therefrom, the COMMITTEE recognizes the ASSOCIATION as the exclusive bargaining agent and representative of all professional employees certified under G.L. c.71, S.38G, including Coaches, Department Directors, nurses and occupational therapist/physical therapist, all of which such employees are designated as "Unit A"; excluding, however, the following:
  - (a) Superintendent of Schools
  - (b) Assistant Superintendent
  - (c) Executive Director of Human Resources
  - (d) Any Substitute Employee
  - (e) Any Principal or Assistant Principal
  - (f) Assistant Superintendent for Student Services
  - (g) Assistant Superintendent for Finance and Operations
  - (h) Director of School Lunch Program
  - (i) Transportation/Attendance Officer
  - (j) Any extended day or Summer programs; and all other employees of the SCHOOL DEPARTMENT or the TOWN OF SHREWSBURY.
  - (k) Director of Technology
  - (l) Athletic Director
- (2) By the recognition set forth above, this Contract shall not bar any or all of such employees as are excluded from "Unit A", as set forth herein, from seeking such separate representation as is permitted by the laws of the Commonwealth of Massachusetts.
- (3) Nothing herein contained shall be construed as barring individual discussion between any member or employee of the COMMITTEE and any employee covered by this Agreement of any matter of peculiar concern to either; but no such discussion shall diminish or qualify in any way the rights and duties of the ASSOCIATION and the COMMITTEE, respectively, under paragraph (1) above of this Article I, Section D.

# E. Code of Ethics

The Shrewsbury Education Association and the Shrewsbury School Committee each recognize and support the principles set forth in the Codes of Ethics of the National Education Association and the Massachusetts Association of School Committees.

#### **ARTICLE II**

## **SALARIES**

A. The salaries schedules will be revised per the attached schedules. See, also, Appendix B, Appendix C, Appendix D and Appendix E.

#### B. Payment of Salaries

- (1) All Unit A members shall be paid in twenty-six (26) installments, commencing on the second Wednesday of the work year, except that they may elect to receive the salary due for the months of July and August in one (1) payment at the last regular payment in June. Employees shall elect the method of payment upon initial employment and thereafter may change such election by written request no later than May 1.
- (2) Employees working less than the full contract period because of Termination of Contract or beginning employment after the start of the school or contract year, shall be paid for services performed plus earned and used sick or personal days at a per day rate determined by dividing the contract dollar figure by the contracted for work year, Article III, Section C.
- (3) All contract amounts will be divided by the number of pay periods. Any additional amounts remaining will be paid on the final payday.
- (4) Employees scheduled to work on a part-time basis shall have the salary set forth in Appendix "A" and benefits set forth herein pro-rated in accordance with the proportion of the regular work week for which they are employed.

#### C. Payroll Deductions

- (1) <u>State and Federal Taxes and Retirement Deductions</u> will be made as required by law.
- (2) <u>Group Life Insurance</u>. The Town Plan is available on an elective basis for all school employees Deductions are made each pay period.
- (3) <u>Dues</u> for the <u>NEA</u>, <u>MTA</u>, and the <u>Shrewsbury Education Association</u>, when authorized individually and voluntarily by an employee in writing, will be deducted each pay period in such equal amounts as to complete the authorized deduction by the end of June. Money deducted as dues will be paid to the ASSOCIATION Treasurer. Where the amount deducted is rounded off to permit equal deductions in each pay period, the ASSOCIATION Treasurer will reimburse the individual from the ASSOCIATION Treasury.

- (4) Premiums for approved Accident and Health Insurance, when authorized individually and voluntarily by an employee, will be deducted each pay period.
- (5) Payments to the Shrewsbury M.E. Federal Credit Union, when authorized individually and voluntarily by an employee, shall be deducted each pay period.
- (6) <u>Annuity Payments</u>, when authorized individually and voluntarily, by an employee and purchased by the COMMITTEE shall be deducted each pay period.
- (7) The employee's share for Health Care Insurance will be paid on a before-tax basis. Participation in the program is optional. An employee wishing not to participate must file a waiver form with the Town Treasurer's Office prior to the first day of school for the following year.
- (8) The COMMITTEE will vote to accept the provisions of M.G.L. Chapter 180, Section 17i. Employees may authorize in writing the COMMITTEE to deduct from their salary a contribution of an amount which the employee shall specify in writing. The COMMITTEE will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers' Association within thirty (30) days.
- (9) Election of changes in any of the above deductions shall be made in writing to the Superintendent of Schools.

# D. Longevity

Longevity payments shall be paid in June of the year in which they are earned. Longevity benefits will be pro-rated for employees who work less than full-time. In order for a school year to count towards longevity, an employee must be paid for at least ninety-one (91) days in a school year.

Effective August 25, 2022, the following longevity table shall be in effect:

Service Year 15-20 \$375

Service Year 21-25 \$750

Service Year 26+ \$1,000

Effective August 25, 2023, the following longevity table shall be in effect:

Service Year 14-18 \$750

Service Year 19-24 \$1,500

Service Year 25+ \$2,000

### **ARTICLE III**

#### CONDITIONS OF EMPLOYMENT

### A. Previous Employment

- (1) The salary schedule placement of Unit A Personnel employed for the first time in Shrewsbury shall be determined by the Superintendent based on an evaluation of the individual's training and experience. There is a single Unit A salary schedule and once placed on the schedule, the conditions of the Contract shall apply equally to all employees.
- (2) Employees who had full-time public school teaching experience in elementary or secondary schools prior to joining the faculty of the Shrewsbury Public Schools will receive experience credit for salary schedule placement according to the broken service policy of the COMMITTEE.
- (3) Previously accumulated unused Sick Leave Days within the Shrewsbury School system will be restored to all returning employees.

# B. Work Day

(1) For the applicable contract years, the arrival and departure times for employees who have no assignments other than classroom teaching shall be fifteen (15) minutes before and thirty (30) minutes after the student school day provided, however that the departure time on the last day of a school week and on the last day prior to a vacation period shall correspond with the student departure time, and provided that the Building Principal as authorized by the Superintendent upon request of an employee or group of employees, may waive the requirement to remain thirty (30) minutes after the school day for a specific day or days. In recognition of years in which the middle school student day is longer than other levels, the departure time for employees at the middle school shall be twenty (20) minutes after the student school day instead of thirty (30) minutes. Should the middle school student day be adjusted to be the same as other levels, the departure time for employees at the middle school shall return to the above-stated standard of thirty (30) minutes after the school day concludes.

The work day of Department Directors shall be the length of the employee day and whatever additional time is necessary to the performance of the Department Directors' duties, subject to the review of the Principal.

The work day of the nurses shall be the length of the employee day.

It is recognized that the Association has entered into an agreement with the committee to modify the above "fifteen minutes before and thirty minutes after" schedule in some schools by reversing the fifteen (15) minutes before and the thirty (30) minutes after.

- (2) This article does not purport to cover the arrival and departure time of administrators or of employees involved in special assignments or the desirability of employees providing the opportunity for parent conferences and after school help sessions beyond the specified approved departure time.
- (3) Principals shall have the right to consolidate four (4) thirty-minute after-school required periods into a maximum of two (2) required administrative/curriculum staff meetings each month, provided that the consolidated time meetings shall be announced and posted at least five (5) working days prior to the meeting dates. The total number of such meetings shall not exceed twenty (20) in a school year. There shall be up to two (2) meetings per month for staff, one (1) of which shall be for faculty meetings on a building level. Both meetings shall commence as soon as practicable after student dismissal and last no more than sixty (60) minutes. In the event a meeting starts beyond fifteen (15) minutes after student dismissal time, any time beyond the fifteen (15) minutes will be subtracted from the sixty (60) minute total meeting time. A schedule of such meetings shall be announced and distributed at the beginning of each school year.

At the high school and middle school, the second meeting will primarily be designated as a departmental meeting. However, the Principals at the high school and middle school have the option to replace the departmental meeting with a building level faculty meeting for unexpected emergencies as determined by the Principal.

Recognizing the value of having the second elementary meeting in smaller groupings (i.e., grade level, subject area) with a focus on substantive educational issues, there are other times when it is more beneficial to have the second meeting of the entire faculty. The Principal will provide the employees with a written agenda of specific items to be discussed at least two (2) working days in advance of the meeting.

For those staff in Art, Music, Health, Physical Education, Foreign Language, Special Education, Instructional Technology and Media, the second monthly meeting will be with those members of the specific departments with the appropriate department director. The department directors will be responsible for arranging such meetings for their employees in all schools.

An effort will be made to minimize the number of required meetings and, in any event, no more than twenty (20) required meetings shall be scheduled each school year, exclusive of meetings on released time days, professional development days, and

meetings held on the first non-student day when employees report to work.

Part time staff working a .5 schedule or more who work until the end of the day will be responsible for attending all faculty meetings, consistent with the above schedule. For all other part time staff, the annual meeting schedule will be proportional to the equivalent full time equivalency (FTE) schedule. For example, a part time employee with a .3 schedule will be required to attend three (3) of the general faculty meetings and three (3) of the second monthly meetings. Part time staff not required to attend a particular meeting will be responsible for keeping informed of the issues discussed at those particular meetings by communicating with colleagues. Employees in an approved job share will come under the faculty meeting and related language that is contained in Article XII.

- (4) Employees are required to attend one (1) parents' night during each school year. They are encouraged to attend other evening meetings which are educationally substantive
- (5) Part-time Employees shall attend professional development days for the full duration of those activities irrespective of their normal schedule. Part-time (not job share) employees will be paid at their full day, per diem rate for professional development days.

### C. Work Year

(1) The work year of all employees who are part of Unit "A" (other than new personnel who may be required to attend additional orientation sessions, Department Directors and Guidance personnel) shall begin NO EARLIER THAN THE MONDAY BEFORE LABOR DAY, AND STUDENTS WILL NOT START EARLIER THAN THE TUESDAY BEFORE LABOR DAY and shall terminate after being signed out by the immediate superior (Building Principal at the Elementary and Middle School; Department Directors at the Senior High School, and the Assistant Superintendent for Student Services for specialists working in more than one (1) school) after the close of school for students in June, excluding Saturdays, Sundays and holidays. Elementary Curriculum Coordinators/Instructional Coaches, School Counselors (formerly "guidance" counselors), and nurses may be required to work such additional days as are required by the Superintendent of Schools, provided, however, in such case, such Elementary Curriculum Coordinators/Instructional Coaches, School Counselors (formerly "guidance" counselors), and nurses shall be compensated for such time that they shall be required to work in excess of the work year at a daily rate of pay PRO-RATED FROM SUCH PERSON'S YEARLY RATE OF PAY. THE WORK YEAR OF DEPARTMENT DIRECTORS DURING THE APPLICABLE CONTRACT YEAR SHALL NOT EXCEED TEN (10) PAID DAYS IN ADDITION TO THE EMPLOYEE'S WORK.

The work year shall be as follows:

2022-2023	184 days consisting of 180 student days, the opening day of school, one
	parent conference/professional day and 2 professional days
2023-2024	184 days consisting of 180 student days, the opening day of school, 1
	parent conference/professional day and 2 professional days
2024-2025	184 days consisting of 180 student days, the opening day of school, one
	parent conference/professional day and 2 professional days

When establishing the school year calendar, the Committee may schedule days where students are released early and/or students begin their day later in order to provide time for staff professional development and/or staff collaboration. As noted in Section D below, the Association will be consulted regarding the establishment of the school year calendar. When establishing the calendar, the Committee will take into account all state laws and regulations regarding the number of school days and the number of instructional hours required.

The COMMITTEE will determine the specific scheduling of student and professional development days. The parent-employee conference day will be scheduled by mutual agreement of the employees and principal in each school for a consecutive period between 7:00 A.M. and 6:00 P.M. Such days will be approximately the same length as the normal employee day and will include break time consistent with the usual preparation and lunch periods. Scheduling of conferences will prioritize parents of students with academic and/or behavioral problems.

Effective with the 2005-2006 school year it is agreed that should the COMMITTEE schedule the day before Thanksgiving as a professional curriculum development day, the day will continue to be scheduled as a half-day ( $^{1}/_{2}$ ) of actual work without any impact on employee compensation.

#### D. School Calendar

- (1) The establishment of the annual school calendar shall be a function of the COMMITTEE. However, before a school calendar is established or changed, the ASSOCIATION shall be consulted. The results of any such consultation, however, shall not be binding upon the COMMITTEE.
- (2) Should days, in addition to the voted Calendar snow days, be lost because of bad weather, or other emergencies, the number of days lost will be added at the end of the school year to comply with the State Law and State Department of Education

Regulations.

(3) Except to require consultation as defined herein, the exercise of the powers of the COMMITTEE as enumerated in (1) and (2) of this Section D shall not be subject to the Grievance and Arbitration procedures set forth in this Contract.

#### E. Working Conditions

- (1) The COMMITTEE recognizes the undesirability of excessive class size and, consistent with this recognition, agrees to make every effort to comply with the standards set forth below as to class size and a teacher load in elementary and secondary schools respectively.
  - In no school shall the average size of the classes exceed thirty (30) pupils. Such average shall be determined by (1) enumerating the classes in the school and the number of pupils in each class excluding, however, all classes for pupils receiving special instruction in accordance with Section 46 or Section 46A of Chapter 71 of the General Laws of Massachusetts, and then (2) dividing the total number of pupils so enumerated by the total number of classes so enumerated.
- (2) Regardless of size of the classes, no teacher in a departmentalized elementary program shall, as of the opening of schools in September, have total classes aggregating over one hundred fifty (150) pupils unless the Principal shall have notified the teacher or teachers of the overload and of the educational necessity for the scheduling at least ten (10) days in advance of the opening of schools in September. Except in an extreme emergency, the loss of or legal closing of a building, etc., or, when the only possible alternative is double sessions, shall a departmentalized elementary program teacher have total classes aggregating one hundred sixty (160).
  - (a) The foregoing standards are subject to modification for educational purposes such as specialized or experimental instruction (e.g., music, art, team teaching, typing classes, physical education, kindergarten, etc.).
  - (b) All teachers in grades pre-kindergarten through twelve shall be granted five (5) preparation periods per week and each preparation period will be a minimum of forty (40) minutes in length. Said teacher shall not be required to perform other duties during the period referred to above. No teacher shall go more than one (1) day per week without a preparation period. It, however, is understood that unforeseen emergencies may arise and in these instances the administration shall restore any lost preparation time within a two (2) week period of time.

By the end of the third week in October, each elementary school will provide options for teacher-directed collaboration time for elementary educators that will be optional on a sign-up basis. This time will be scheduled during student arrival and/or dismissal time through the alternative supervision of students in order to minimize impact on student instructional time. Scheduling of these collaboration times will be at the principal's discretion, in consultation with the building Association representatives, as well as other staff as determined by the principal. Modifications to the scheduled may be made due to the school calendar, testing schedule, and staff availability. It is understood that each elementary school will have a unique schedule due to the various demands of the schedule and availability of staff. Every effort will be made to provide equitable access to staff who wish to access these collaboration times. It is understood that other times for collaboration may be made available by the principal for other purposes. This is in addition to the guaranteed five (5) individual preparation periods.

For teachers of special subjects in grades K-8 (art, music, physical education, health, instructional technology and educational technology) the calculation of the five (5) preparation periods will be based on a weekly allotment of two hundred (200) minutes. It is understood in calculating the two hundred (200) minutes that an individual may not have five (5) separate preparation periods of forty (40) minutes each. In calculating the two hundred (200) minutes for teachers of special subjects, at least eighty (80) minutes will be a minimum of forty (40) minute periods. The remaining one hundred twenty (120) minutes will be in no less than thirty (30) minute blocks. No teachers of special subjects shall go more than one (1) day per week without a preparation period. Any lost preparation time due to unforeseen emergencies shall be restored within a two (2) week period of time.

It is understood that time allocated for these two hundred (200) minutes of preparation periods does not include the time before/after the student day when teachers are required to be present.

Those teachers who teach in more than one (1) building shall be granted preparation periods consistent with the language above. It is understood that neither travel time between buildings nor lunch periods shall be counted as part of preparation time. A teacher who must use their vehicle to travel between schools shall be reimbursed at the current Shrewsbury Town rate per mile.

Upon the request of the administration, an employee who voluntarily foregoes a prep period and covers another class shall be paid at the stipendiary rate. It is understood that mutual coverage situations between teachers will not qualify for payment under this provision.

Any teacher who has more than one non-teaching period in their daily schedule will have one of those periods designated as their prep by September for the first half of the year and by February for the second half of the year. It is understood, however, that unforeseen emergencies may arise and in these instances the administration may assign the teacher an alternate assignment on what would ordinarily be their prep period. Special situations may arise (e.g., IEP meeting requiring attendance of a large number of adults) that require the teacher to use another available block/period during the day for their prep period. In these special situations the administration will provide the teacher with at least five (5) days advance notice of the need to use the designated prep period. It is understood that teachers, especially in team teaching situations, may elect to change their schedule, including prep period times, to accommodate the needs of the specific team – these situations are exempt from the above requirement of designating a specific period as the prep period. Also, when teachers agree among themselves to provide coverage for one another there will be no violation of the spirit of the above language regarding the designation of the prep period.

Every effort shall be made to ensure that secondary school teachers will not be required to teach more than two (2) subjects within a department, nor be assigned more than three (3) courses a day.

Every effort will be made to distribute all duty assignments equitably among all professional staff and to provide that teachers working in more than one (1) building will not be assigned more than one (1) duty per day.

Given that each school has different circumstances and needs regarding duty assignments for professional staff depending on the age of students, staffing availability, etc., principals will meet with SEA building representatives by October 1 of each year in order to review the distribution of duties in that year's duty schedule among all professional staff and the efforts made to distribute those duties equitably.

(c) It is understood, however, that unforeseen emergencies may arise and in these instances the administration may assign the teacher an alternate assignment on what would ordinarily be their prep period. Special situations including, but not limited to IEP meetings, special programming/schedule, state testing, and student emergencies may arise that require the teacher to use another available block/period during the day for their prep period. When possible, in these special situations the administration will provide the teacher with at least five (5) days advance notice of the need to use the designated prep period. It is understood that teachers, especially in team teaching situations, may elect to change their schedule, including prep period times, to accommodate the needs of the specific team—these situations are exempt from the following requirement of designating a specific period as a prep period. Also, when teachers agree among themselves to provide coverage for one another

there will be no violation of the spirit of the following language regarding the designation of the prep period.

It is understood that if a special educator misses a duty-free lunch period or preparation period due to an emergency or situation that requires them to attend a meeting or otherwise work with a student or students during one of these periods (i.e., not due to their own preference), they should communicate this to the appropriate building-based administrator and/or special education director so that alternate arrangements may be made. Each school year, a process for how special educators should communicate with the administration regarding a missed duty-free lunch or preparation period will be provided to special education staff at each school by September 15.

It is understood that if a special educator perceives that responsibilities requiring work with students or other staff members such as, but not limited to, completing testing according to a legal timeline, participating in an IEP team meeting, and/or making up missed IEP services, will prevent the special educator from having a duty-free lunch or preparation period in order to meet the legal timeline, the special educator should communicate this concern to the appropriate building-based administrator and/or special education director per the school's process, in advance if possible, in order to work with the administration in an effort to make arrangements that will provide the contractual time.

A non-teaching period is defined as a period of the student day where teachers are not responsible for direct instruction of students and may be used for meetings, collaboration, or duties as determined by the building principal. Any teacher who has more than one non-teaching period in their daily schedule will have one of those periods designated as their prep by September 15<sup>th</sup>.

If Allied Arts and Foreign Language teachers at the Middle Level (grades 5-8), are required to teach six (6) out of eight (8) or more class periods per day, one (1) non-teaching period per 6-day cycle will be designated as a collaboration period, one (1) non-teaching period per 6-day cycle will be designated as an administration meeting, and four (4) non-teaching periods may be used for planning, grading, curriculum development, collaboration, travel time or other duties related to their teaching responsibilities.

(d) Except in cases of emergencies, all bargaining unit employees in grades PreK-4 shall be entitled to a thirty (30) minute lunch period. All bargaining unit employees in grades 5-12 shall be entitled to a twenty-two (22) minute lunch period each day.

(3) In the exercise of the matters set forth in paragraphs (1), (2), (2)(a), as set forth in paragraph E., Working Conditions, the COMMITTEE shall not be subject to the Grievance and Arbitration procedures set forth in this Contract

# F. Employee Licensure

The Administration, upon request, will provide assistance in the processing of licensure information with DESE with the understanding that employees bear the ultimate responsibility for the maintenance of proper licensure for the position in which they are employed. Failure to maintain licensure may result in termination of employment at the sole discretion of the Superintendent.

#### G. Termination of Employment Contract

- (1) The Contract of an employee will not be terminated by the Superintendent of Schools except for cause and in accordance with the provisions of the General Laws.
- (2) An employee may resign from their employment Contract by giving written notice of their intent to resign to the Superintendent of Schools at least forty-five (45) calendar days in advance of the effective date of the resignation.
  - (a) If a satisfactory replacement is obtained, prior to the effective date of the resignation, the resigning employee may be released from their obligation to work out their resignation notice.

#### H. Promotions

- (1) If the Superintendent of Schools determines that a vacancy in a promotional position caused by death, retirement, discharge, resignation or the creation of a new position should be filled, the Superintendent of Schools agrees to fill such position pursuant to the following procedure:
  - (a) The vacancy shall be adequately publicized by means of a notice from the Superintendent of Schools at least fifteen (15) days in advance of filling such vacancies, if possible.
  - (b) Said notice of vacancy shall clearly set forth the qualifications, duties, and responsibilities of the position.
  - (c) Employees who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent within the time limit specified by the

notice.

- (d) Candidates from within the system shall be given serious consideration, however, candidates from both within and without the system shall be equally eligible to fill the vacancies.
- (2) Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory level.
- (3) All vacancies (as defined above in the case of promotional positions) for specialists and/or special project employees shall also be filled pursuant to the procedure set forth in Paragraph A. above.

## I. <u>Vacancies</u>, <u>Assignments and Transfers</u>

- (1) If the Superintendent determines that a vacancy caused by death, retirement, discharge, resignation or the creation of a new position should be filled, said positions shall be filled pursuant to the following procedure:
  - (a) The vacancy shall be adequately publicized for at least seven (7) school days by means of a posting from the Superintendent which shall be dated.
  - (b) Within ten (10) days of the date of posting, all employees who desire assignment to one (1) or more of the posted positions shall so indicate by filing a written statement of such desire with the Office of the Superintendent. If adherence to the above time lines is not practicable in a given case, the parties may mutually agree to waive the above stated time lines.
  - (c) Assignments will be made based on such statements, instructional requirements and the best interest of the School System and pupils as determined by the Superintendent of Schools.
  - (d) All vacancies as referred to herein above shall be posted before any transfers are made. Only the original position shall be posted and positions which open as a result of the filling of said position need not be posted.
  - (e) If the Superintendent posts a temporary position created by a leave of absence, said posting shall be in accordance with the above-stated procedure. Further, said posting shall state that said position is temporary due to a leave of absence.
- (2) With respect to vacancies which become known to the Superintendent after May 1, the Superintendent will, to the extent practicable, post the positions until the end of the

school year and provide notice thereof to the President and their designee of the ASSOCIATION.

- (a) The Superintendent of Schools will inform the President or their designee who has complied with Section (3) below.
- (3) Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Office of the Superintendent by March 1st.Further, employees shall notify the Superintendent in the event they wish to be considered for a transfer to an open position during the school year. Employees seeking to transfer within their current discipline and teaching level (pre-school, early childhood, elementary, middle or high school) will not be required to provide a demonstration lesson.
- (4) Although the COMMITTEE and the ASSOCIATION recognize that some transfer of employees from one (1) school to another is unavoidable, they also recognize that frequent transfer of employees is disruptive to the educational process and interferes with the optimum employee performance. Thus, to the extent practicable and consistent with the instructional requirements and best interests of the school system and the pupils, the following procedure will apply:
  - (a) Volunteers for transfer will be considered for transfer first.
  - (b) Involuntary transfer will be made only after a meeting with the employee involved and the Superintendent (or their designee), at which time the employee will be notified of the reasons for the transfer. In the event that an employee objects to the transfer at this meeting, upon the request of the employee, the ASSOCIATION will be notified and the Superintendent (or their designee) will meet with the ASSOCIATION's representative to discuss the transfer.
    - In the event the Superintendent maintains their decision, the employee and the ASSOCIATION will be notified in writing, and the decision of the Superintendent shall be final.
- (5) Employees shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, as soon as practicable and under normal circumstances not later than ten (10) days prior to the last student day in June; provided that in the event of a change in circumstances or conditions, such assignments may be changed as required to meet the situation and the employee or employees concerned be notified in

writing before the opening of schools.

(6) In order to assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned except temporarily and for good cause to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.

#### J. Textbooks

- (1) Decisions as to the selection of textbooks shall be a matter reserved in accordance with applicable statutes and the policy of the COMMITTEE.
- (2) Careful consideration and response will be given to the recommendations of the staff.
- (3) Except for the obtaining of recommendations from the staff, the matters enumerated in Paragraph I, Textbooks, shall not be subject to the Grievance and Arbitration procedures set forth in this Contract.
- (4) The textbooks and/or materials will be supplied to the employees in a timely fashion.
- K. No individual covered by the recognition section of this Contract shall be required to sign in at the beginning of the regular school day or to sign out at the end of the regular school day.

#### L. Paraprofessional Staff

The ASSOCIATION and the COMMITTEE recognize that paraprofessional staff will be deployed flexibly, based upon student needs within buildings.

#### M. School Enrollment of Resident Employees' Children

Bargaining unit employees whose children attend Shrewsbury Public Schools as residents of Shrewsbury may request that their child be enrolled in a school that is different from their normally assigned school, if the bargaining unit employee works at the other school.

Enrollment of the student in a different school other than assigned where the bargaining unit employee works, is subject to the approval of the Superintendent.

In making this determination, the Superintendent will consider various factors, including grade configuration and class sizes at the school where the student would attend. If the student in question receives special education services, the student's IEP program placement shall take precedence. If a child of a bargaining unit employee is not a Shrewsbury resident, but is enrolled in Shrewsbury Public Schools through inter district school choice or any

other such program, the school assignment will be governed first by the school choice or other program that allows enrollment, as seats in such program may not be available in a school where the bargaining unit employee works. If the bargaining unit employee is transferred from the school in a subsequent year, the student may be allowed to remain in the school where they are enrolled through the last grade in said school.

Any transfer of a child of a Bargaining unit employee may be revoked by the Superintendent if it is judged that the arrangement is resulting in substantial disruption to the child's education or the bargaining unit employee's duties. If the Superintendent does revoke placement as described above, the bargaining unit employee may request a meeting to discuss the revoking of the placement, and this meeting shall take place with the Superintendent and/or their designee. The bargaining unit employee is responsible for requesting SEA representation for this meeting.

If a child of a bargaining unit employee is approved for enrollment at a school other than assigned, the bargaining unit employee is responsible for transporting the child to and from school. If a child of a bargaining unit employee is declined for enrollment at a school other than assigned, the bargaining unit employee may request a meeting to discuss the declination of the placement, and this meeting shall take place with the Superintendent and/or their designee. After such meeting regarding a declined or revoked enrollment, the decision of the Superintendent is final and shall not be subject to the grievance or arbitration processes.

#### **ARTICLE IV**

# PROFESSIONAL IMPROVEMENT

- A. All courses applied to placement on the B plus 15 and/or M plus 15 and/or M plus 30 and/or M plus 45 and/or M plus 60/Doctorate salary schedules shall be earned from a graduate degree-granting institution and shall have been approved in writing by the Shrewsbury Superintendent of Schools before the third session of the class.
- B. In order to be eligible for changes in salary scale placement resulting from professional improvement courses and/or the award of advanced degree, employees must provide notice of anticipated schedule changes to the Superintendent's office no later than April 1 for the upcoming school year with the understanding that the anticipated courses or degrees may not actually be completed. All changes in a salary schedule placement resulting from professional improvement courses and/or the award of an advanced degree shall be effective as of September following the completion of the course, courses or degree granting program. Proper certification of course credits and/or the completion of a degree program shall be presented to the Superintendent of Schools no later than October to be credited for salary schedule recognition as of the preceding September 1st.

#### C. Tuition Reimbursement

(1) Approved professional improvement courses shall be reimbursed up to a maximum of One Thousand (\$1,000.00) Dollars per year.

Subject to the \$1,000 limitation as indicated above, a pool of \$5,000 per year will be made available to those employees at Step 13 of the M+60 salary column. These funds are to be used, subject to the approval of the Superintendent, to reimburse the teacher for the conference/workshop registration cost associated with curriculum-related conferences/workshops utilized for recertification in the primary teaching area of the teacher. It is understood that reimbursement will not include costs for travel, lodging, meals, and/or books/materials.

It is the employee's responsibility to complete and submit a Course Approval Form to the Assistant Superintendent's office before the second class. For any course that will not receive approval, notification will be given to the employee prior to the third class session. It is recommended that employees submit forms as soon as possible.

Reimbursement will be granted upon the prior approval of the course by the

Assistant Superintendent considering the District, school or educator goals and submission of a receipt of payment and transcript, indicating a grade of B or its equivalent.

(2) An employee may be required by the Superintendent to take a specific course or courses. Such employee will be reimbursed for the full tuition cost of the course and may apply the course for professional improvement salary schedule advancement.

# D. Professional Development Days

Subject to the approval of the superintendent of schools, the content of the scheduled professional development days shall be the responsibility of a staff professional development committee composed of ten (10) designees of the ASSOCIATION President and five (5) designees of the Superintendent.

#### E. In-District Credit

The administration will provide in-District professional development offerings that are eligible for movement on the salary schedule. These offerings will be based on current research, best practices and the priorities of the District, as determined by the administration. These offerings are designed to benefit both the District and the staff by contributing to the overall capacity of the staff to enhance student learning. These offerings are in addition to the regular professional development that is provided and will continue to be provided in the District. The Professional Development Committee referred to in Article IV, Paragraph D, may provide input to the administration regarding potential topics for the various professional development offerings.

In-District credit towards a lane change may be earned by successful completion of certain graduate level type courses, workshop series, or other activity including, but not limited to: curriculum development/revision; curriculum review programs; special projects related to curriculum, instruction or assessment; technology training, and approved in advance, in writing, by the administration.

The formula for awarding District credit and professional development points (PDPs) will be based on the following:

Twelve (12) hours of participation equals one (1) district credit and twelve (12) PDPs. Twenty-four (24) hours of participation equals two (2) district credits and twenty-four (24) PDPs. Thirty-six (36) hours of participation equals three (3) district credits and thirty-six (36) PDPs. Participation is defined as the number of hours of required attendance. Work outside

of the actual class sessions will be expected, including an end of course observable demonstration learning that could include a written product or other documentable product/outcome.

Staff members who wish to offer a professional development opportunity under this indistrict program must submit a proposal to the Assistant Superintendent. The proposal will include a statement of purpose, syllabus, schedule of dates/days/times of the offering, participation requirements, and anticipated products/outcomes. Prior to submitting the proposal to the Assistant Superintendent, the staff member(s) will discuss the proposal with the Building Principal, and where applicable, the department director. The Assistant Superintendent will approve or not approve the proposal within a reasonable period of time. A staff member who submits a proposal that is not approved may meet with the Assistant Superintendent to discuss the reason(s) for the non-approval and have the opportunity to re-submit the proposal with any agreed to modifications. Any proposal submitted for approval must be for a minimum of twelve (12) hours (1 credit) of participation. The SEA will be notified of each proposal that is approved or not approved.

Staff members who wish to enroll in an in-district professional development activity will be required to submit a District Credit Request approval form to the Assistant Superintendent no later than one week prior to the first session. This approval form will include the employee's rationale and goals for participation in the offering. The Assistant Superintendent will approve/not approve the request prior to the start of the offering. The decision to approve the request will include the relevancy of the offering to the participant's role as an educator in Shrewsbury. For example, a content specific course in the social sciences department at the high school would likely be approved for a social sciences employee but not a mathematics employee. The administration will notify the SEA of any request that is not approved.

The cost, if any, to participants for these offerings will be determined by the administration. The cost will not exceed \$120 per credit. There may be a separate fee for materials. The administration may require a minimum enrollment. Staff members may utilize the tuition reimbursement benefit (Article IV, Paragraph C) for the per credit cost of any offering. Materials are not considered reimbursable expenses.

A course instructor will receive compensation of \$900 per credit for District-sponsored courses.

Workshop presenters will be compensated at the professional development presenter's rate as outlined in Appendix D of this Contract. Special project facilitators will be compensated at the stipendiary rate as outlined in Appendix D of this Contract.

Instructors/presenters/facilitators will be eligible to receive twice the number of PDPs given to participants, to a maximum of 24 (twenty-four) PDPs, for the first time the offering is provided, consistent with DESE re-licensure guidelines.

At the close of each school year the SEA will receive a summary of the income and expenditures associated with the above described in-District program.

College graduate courses will still be offered and encouraged. Successful completion of a three (3) credit college graduate course, not a Shrewsbury district course offering, entitles the participant to 67.5 PDPs.

The District will provide in-District graduate credit for the Sheltered English Immersion endorsement course related to the RETELL initiative at three (3) credits for the full course, two (2) credits for the longer bridge course, and one (1) credit for the shorter bridge course for employees, or the short course for administrators such as department heads; however, this is limited specifically to these SEI endorsement courses. The District will work with the Professional Development Committee to offer in-District experiences that will help educators fulfill their ELL or Special Education PDP requirements.

#### **ARTICLE V**

#### LEAVES OF ABSENCE

# A. Personal Days

Each employee shall be permitted three (3) Personal Days with pay each school year to be used for personal, legal business, household, medical or family matters or non-recurring significant events which require the individual to be absent. Advanced notice is given whenever possible. Personal days shall not be taken for vacation.

- (1) Each employee shall be permitted three (3) Personal days without reason and unused days may be added to sick leave accumulation at the end of the school year.
- (2) No contract guaranteed Personal Day shall be denied for personal, legal business, household, medical or family matters, or non-recurring significant events which require the individual to be absent.
- (3) Personal Days may not be taken prior to or immediately following a vacation or holiday except in case of an emergency, to be approved by the principal; or for non-emergency personal, legal business, household, medical or family matters, or non-recurring significant events upon approval of the Superintendent of Schools or designee, with advance notice of 30 calendar days.

The advance notice may be waived by the Superintendent if the situation is deemed warranted. Multiple consecutive non-emergency personal days that include the day prior to or immediately following a vacation or holiday will require approval of the Superintendent of Schools or designee with 30 calendar days advance notice.

There will be a maximum limit of five percent (5%) of professional (SEA) staff per school allowed to take non-emergency personal days prior to or immediately following a vacation or holiday, unless an exception is granted by the Superintendent of Schools or designee. Personal day requests described in this section must include the reason for the request.

(4) A personal day may be requested for Good Friday when Good Friday is a scheduled work day. However, there will be a maximum limit of ten percent (10%) per school of the professional (SEA) staff allowed to take such personal day on Good Friday based on the order of the requests.

#### B. Temporary Leaves of Absence With Pay

Employees will be granted the following temporary leaves of absence with pay each school year upon the approval of the Superintendent of Schools.

- (1) Days for visiting other schools, attending or presenting at meetings or conferences of an educational nature. Presentations for which the staff member is compensated (other than an honorarium of \$100 or less) are excluded from this provision. Presentations for which a staff member is offered compensation in excess of \$100, the staff member has the option of taking the day(s) without pay and keeping the compensation, or keeping \$100 and accessing the balance for classroom materials.
- (2) Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system.
- (3) Up to five (5) school days at any one time in the event of death in the immediate family. Immediate family is construed to include only parent, stepparent, parent-in-law, stepparent-in-law, grandparent, step-grandparent, grandchild, step-grandchild, wife, husband, domestic partner, child, stepchild, brother or sister, step-sibling, fiancée, or person residing in the immediate household as approved by the Superintendent of Schools. Three (3) days shall be provided in the event of the death of a brother-in-law or sister-in-law. Two (2) days shall be provided in the event of a death of a niece or nephew, aunt or uncle. One (1) day shall be provided in the event of the death of an extended family member not listed above. If needed, additional bereavement days may be requested through a request to the human resources department, and approved by the Superintendent of Schools or designee.

If bereavement time is requested for someone not listed in the contract, a request may be made to the human resources department and may be approved by the Superintendent of Schools or designee as bereavement or as personal time.

(4) Employees covered by this Agreement shall be granted up to three (3) days of leave in any one (1) school year for time actually lost for observance of a recognized major religious holiday of the religious faith to which such person belongs when such holiday falls on a day on which the person is required to work and when it is a tenet of the religion that the employee refrain from work on such holiday. The following are examples of "recognized major religious holidays" which may fall on a day on which the person is required to work:

Rosh Hashanah Yom Kippur Good Friday of the Orthodox Church Notification by the person of their intention to take such leave shall be made to the appropriate administrator as far as possible in advance of such holiday, but in no event less than seventy-two (72) hours in advance of such holiday. Whether other days are "recognized major religious holidays" shall be determined by the Director of Human Resources upon request of the Association or the employee covered by the Agreement.

- (5) At the discretion of the Superintendent of Schools, Leaves of Absence to attend courses, workshops, seminars, or grants to summer school (e.g., NDEA) which begin before the end of the school year and/or for travel during the last week of school to enable the employee to arrive in time for the beginning of such a course, workshop, etc., said days of leave to be charged to Personal days and/or Sick Leave Days.
- (6) Association Day: A maximum total of ten (10) school days for ASSOCIATION Representatives to attend meetings, conferences and/or conventions of the Massachusetts Teachers Association and/or the National Education Association. The ASSOCIATION will notify the Superintendent in writing which representatives are to attend. Effective with the 2010/11 school year the maximum days shall increase to seven (7); effective with the 2011/12 school year the maximum days shall increase to nine (9); effective with the 2012/13 school year the maximum days shall increase to ten (10).
- (7) The President and/or Co-Presidents of the Shrewsbury Education Association will be exempt from all duties during the school year.

### C. Sick Leave

- (1) Any employee who shall be absent in any school year on account of personal sickness or any quarantine regulations of the Board of Health shall be granted Sick Leave benefits to the extent of their accumulated Sick Leave which shall be earned as follows:
  - (a) All employees covered by this Contract shall be granted sick leave not to exceed fifteen (15) days per year.
  - (b) Employees may accumulate Sick Leave to a maximum of one hundred eighty-five (185) days.
  - (c) Employees may utilize up to eight (8) days of their earned sick leave per year to care for sick members of their immediate families.
- (2) The annual sick leave amount will be prorated for those employees who commence or end employment in the course of the school year.
- (3) The COMMITTEE or the Superintendent may, if there is reasonable cause to believe there is an abuse of the Sick Leave Policy, require an examination of the employee by a

COMMITTEE-selected physician. Said examination shall be at the expense of the COMMITTEE.

# D. Sick Leave Upon Retirement/One Time 403B Payout

Upon retirement from teaching, in accordance with the rules and regulations of the MTRS, an employee with a minimum of ten (10) years of service in the Shrewsbury Public Schools, and who retires at the end of the school year shall be paid for unused accumulated sick days, at their per diem rate, up to but not in excess of thirty-five (35) days. To be eligible for sick leave buyback the employee must submit a letter of retirement by December 1 preceding the retirement.

It is understood that an employee may still elect to retire at a time other than the end of the school year, but such employee shall not be eligible for sick leave buyback.

Employees hired to commence work in the 2017-2018 school year and thereafter shall not be eligible for sick leave buy back upon retirement. Such employees shall be eligible to receive a one-time contribution to a 403(b) plan established pursuant to school department guidelines. Such contribution shall be made in the amount of \$850 to be paid in the second October payroll in the year in which the teacher attains professional teacher status.

# E. Combining Sick Leave Days and Personal Days

In the case of an emergency situation, upon request of an employee, the Superintendent may combine earned and unused Personal Days and Sick Days and, at their\_discretion, apply them against days lost due to the emergency.

If an emergency concerns the health of an employee's immediate family member (parent, spouse, or child), or that immediate family member is experiencing a significant illness, once the employee has utilized all available Family Sick Days, the Superintendent, upon request of an employee, and at their discretion, may combine the employee's earned and unused Personal Days with the employee's earned and unused Sick Days to allow for use of up to a maximum of thirty (30) days as additional Family Sick Days.

In such cases, if the employee has fewer than thirty (30) earned and unused Personal and Sick Days, and the employee is eligible for the Sick Leave Bank, the employee may apply to the Sick Leave Bank to request days to be used as Family Sick Days in combination with any remaining earned and unused Personal and Sick Days to reach the number of days approved by the Superintendent, up to the maximum of thirty (30) Family Sick Days. The vote of the Sick Leave Bank Committee shall be final and not subject to grievance or arbitration. Any

days utilized as part of this maximum of thirty (30) Family Sick Days will run concurrently with any approved Family Medical Leave (FMLA).

#### F. Sick Leave Bank

The COMMITTEE shall establish by policy a Sick Leave Bank for use by employees covered by this Contract and other employees shall have a right to join. The Sick Leave Bank Committee constitutes a policy set by the Shrewsbury School Committee and will not be subject to the formal grievance procedure provided in any contract. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee and affected through the Office of the Superintendent of Schools. The Sick Leave Bank shall be established to include the following provisions:

- (1) Sick Leave granted by the Sick Leave Bank may only be used for prolonged illness.
- (2) The employee may apply to the Sick Leave Bank to request days to be used as Family Sick Days in combination with any remaining earned and unused Personal and Sick Days to reach the number of days approved by the Superintendent, up to the maximum of thirty (30) Family Sick Days. The vote of the Sick. Leave Bank shall be final and not subject to grievance or arbitration. Any days utilized as part of this maximum of thirty (30) Family Sick Days will run concurrently with any approved Family Medical Leave (FMLA).
- (3) Sick Leave which may be granted by the Sick Leave Bank may only be used upon exhaustion of an eligible employee's accumulated personal Sick Leave and personal days.
- (4) Sick Leave which may be granted by the Sick Leave Bank shall be granted only upon majority vote of the Sick Leave Bank Committee. Sick Leave may be denied if there is evidence of an irregular absentee record.
- (5) The Sick Leave Bank Committee shall consist of one (1) employee from each school, one (1) Unit B representative, one (1) clerical representative, and one (1) representative from the Central Office Professional Staff. An employee wishing to join the Sick Leave Bank should make such application through the employee's Sick Leave Bank Committee representative.

Duties of the Sick Leave Bank Committee shall be as follows:

- (a) To govern all phases of the Sick Leave Bank.
- (b) To make final recommendations to the School Committee concerning all decisions made by the Sick Leave Bank.

- (c) To conduct a review of all long term cases at twenty (20) work day intervals.
- (d) The Sick Leave Bank Committee will notify the applicant after seventy-five (75) days of sick leave have been granted. After one hundred (100) days of sick leave have been allocated and used, the applicant will be paid on a three (3) day per week basis until the remaining portion of the one hundred eighty-one (181) days is exhausted.
- (e) To review all medical statements sent by the borrower's physician at the end of the twenty (20) days and each succeeding twenty (20) day periods.
- (f) The Sick Leave Bank Committee has established a quorum of six (6) members for the purpose of enacting business and voting.
- (6) Participation in the Sick Leave Bank shall be on a voluntary basis.
- (7) One (1) earned day of an employee's accumulated sick leave or personal day leave will be donated by such employee through the Sick Leave Bank Committee. A participating member is one who has contributed an earned day, and remains a member until an assessment of an additional day(s) is required. An assessment will occur upon agreement by the Shrewsbury Education Association and the School Committee upon the recommendation of the Sick Leave Bank Committee.
- (8) The Sick Leave Bank shall be open to membership for all members of the faculty (Unit A and Unit B) and clerical employees of the School Department of the Town of Shrewsbury. (See Section 11 below for staff hired on or after July 1, 1996.)
- (9) Each employee who is eligible to participate in the Sick Leave Bank, and who chooses not to participate, shall be required to sign a release to the School Department.
- (10) No employee eligible for benefits under the Sick Leave Bank shall be granted more than one hundred eighty-one (181) days of additional Sick Leave. For an illness exceeding one hundred eighty-one (181) days refer to Extended Sick Leave Bank (Section (G) below).
- (11) Employees shall be eligible for benefits under the Sick Leave Bank only while employed in the Shrewsbury School System. Employees who are eligible to join the Sick Leave Bank and who have previously not done so, may, upon fulfilling the requirements to receive benefits from the Sick Leave Bank, join the Sick Leave Bank by completing the necessary enrollment application by October 31.
- (12) New staff hired on or after July 1, 1996:

- (a) Employees are not eligible to access the Sick Leave Bank during their first year of employment.
- (b) Employees are eligible to access the Sick Leave Bank during their second year of employment at a rate equal to sixty (60%) percent of the full benefit (e.g., sixty (60%) percent pay).
- (c) Employees are eligible to access the Sick Leave Bank during their third year of employment at a rate equal to seventy-five (75%) percent of the full benefit (e.g., seventy-five (75%) percent pay).
- (d) Employees are eligible to use the Sick Leave Bank at the full benefit rate in their fourth year of employment.
- (13) The COMMITTEE shall be authorized as part of its policy establishment of the Sick Leave Bank to make such other rules and regulations as are necessary for the implementation of the Sick Leave Bank as described above.
- (14) Sick Leave Bank Application Procedure:
  - (a) Members must exhaust all accumulated sick leave and personal days before drawing from the Sick Leave Bank.
  - (b) All applications made to the Sick Leave Bank must be in writing, on a form supplied by the Sick Leave Bank Committee, and submitted to the applicant's Sick Bank Committee representative or to the Sick Leave Bank Committee.
  - (c) All applicants must submit a doctor's statement, on a form supplied by the Sick Leave Bank Committee, containing the nature of the illness and the approximate number of days the applicant will be unable to work.
  - (d) There will be a four (4) work day waiting period between expiring of the applicant's accumulated sick leave and personal days and the borrowing of days from Sick Leave Bank. (This clause is subject to review by the Sick Leave Bank Committee.)
  - (e) There will be a four (4) day waiting period between successive applications to the Bank. (This clause is subject to review by the Sick Leave Bank Committee.)
  - (f) Application to the Sick Leave Bank Committee may be made prior to the expiration of the applicant's accumulated sick leave and personal days, including certification by a physician, to expedite benefits.

- (g) No employee eligible for benefits under the Sick Leave Bank shall be granted more than 181 days of additional sick leave. Refer to Extended Sick Leave Bank (section (G) below).
- (h) Sick Leave days are defined as contract work days.
- (15) A member of Unit A who has been approved for, and utilizing, leave from the Sick Leave Bank on an ongoing basis because of an ongoing illness, and who is now medically approved to return to work, will be able to request to continue to use Sick Leave Bank time on an intermittent basis for absences required by the need for continued treatment. Any Unit A member seeking to use leave under this section must provide documentation from a medical provider that such treatment is required and prevents them from working a full schedule. Sick Bank Leave under this section will be granted upon approval of the Sick Leave Bank Committee and with the approval of the Superintendent, if in the judgment of the Superintendent, the leave is in the best interest of students.

# G. Extended Sick Leave Bank

- (1) Contributions to the extended Sick Leave Bank shall consist of the voluntary giving of earned accumulated Sick Leave Days by any member of the Bank. Extended Sick Leave Days shall be carried in a special account.
- (2) Three (3) donated Sick Leave Days shall provide one (1) extended sick leave coverage day to be assigned by the Sick Bank Committee in accordance with the requirements of the Bank to a member of the Sick Leave Bank who has exhausted their one hundred eighty-one (181) Sick Leave Bank days.
- (3) The assignment of available extended coverage days from the Special Account to an individual in any one (1) month period of absence shall not exceed the total dollar amount of the individual's health, life and disability insurance monthly deductions, plus two (2) days per week compensated at a per diem rate. The extent to which the special account can be used by any person will depend upon the number of voluntary contributions made by the members of the Sick Leave Bank.
- (4) Any retiree may donate accumulated sick leave to the Extended Sick Leave Bank by notifying the Sick Leave Bank Committee Chairperson or Secretary in writing prior to their last day of service.

#### H. Maternity, Paternity, Child-rearing and Adoption Leave

(1) As soon as practicable, but within at least four (4) months of the anticipated date of delivery, the employee shall so inform the Superintendent in writing.

- (2) The decision of when the maternity leave shall commence will be jointly determined by the employee and their physician.
- (3) The employee shall notify the Superintendent of the anticipated length of their maternity leave up to a maximum of twelve (12) weeks if eligible for leave under the Family Medical Leave Act, or otherwise up to eight (8) weeks. Such leave shall be unpaid, provided, however, that the employee shall be entitled to access their accrued sick leave for any period of disability related to childbirth which causes the employee to be unable to work, as determined by the employee's physician.
- (4) An employee who has been employed as an employee in Shrewsbury for three (3) consecutive years or more may be granted an extended child rearing leave subject to the following conditions:
  - (a) Notice of the intended leave and its anticipated duration must be provided to the Superintendent no later than four (4) months before the leave is to commence. It is understood that in cases of adoption providing notice four (4) months in advance of an intended leave is not always possible;
  - (b) The leave shall terminate on the first or second September after it commenced, or an earlier date corresponding to the academic schedule, subject to the approval of the Superintendent;
  - (c) In no event shall a maternity leave include time in more than two (2) school years; and
  - (d) Child-rearing leave shall be unpaid, except that an employee may use up to a maximum of eighteen (18) days of their accrued sick or personal leave during such period.
- (5) Upon returning from maternity, child-rearing, or adoption leave, an employee will be returned to the same position, or to a similar position which they held at the time the leave commenced.
- (6) Any benefits to which an employee on maternity, child-rearing or adoption leave was entitled under the Collective Bargaining Agreement will be restored to the employee upon return and the employee will be placed on the applicable salary schedule at the step which they had attained when the leave commenced, except that an employee who has taught ninety-one (91) days or more in the school year in which the leave commenced will be placed on the next step of the applicable salary schedule.

(7) Any period of leave due to maternity, child-rearing or adoption leave shall be charged to and run concurrently with leave available under the Family Medical Leave Act.

#### I. Sabbatical Leave

- (1) All employees covered by this Agreement who have served continuously for five (5) years in the Shrewsbury Public Schools shall, upon approval of the Superintendent of Schools, be granted Sabbatical Leave of absence not exceeding one (1) year for approved study, Administrative internship, or subject-matter travel; provided however, that when such employee has been voted a leave of absence by the COMMITTEE, for approved graduate study, and/or exchange type teaching, Administrative Internship, and evidence of successful completion of the work in the form of documentation are on file in the Superintendent's office, those years of service in Shrewsbury, prior to the voted leave of absence described herein, will be credited to the Sabbatical Leave five (5) year service requirement.
- (2) An employee on Sabbatical Leave shall receive compensation equal to the difference between their annual salary and the total amount or amounts of any grants or financial assistance they may have received, provided, however, that in no event shall the amount of salary to be paid to said employee exceed one-half (1/2) the annual salary to which they would have been entitled had they remained in the school system that year. The term "grants or financial assistance" shall not include the cost of required tuition or book expense where such can be verified.
- (3) Requests for a Leave of Absence for Sabbatical Leave shall be made in writing no later than November preceding the school year for which the leave is requested, unless otherwise agreed.
- (4) Before beginning the Sabbatical Leave, the employee shall enter into a contract to return to active service in the Shrewsbury Public Schools for a period of at least two years after the expiration of such leave. An employee who defaults in completing this service, shall repay to the TOWN OF SHREWSBURY an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered; provided, however, that the employee shall be released from such payment if their failure to serve the two years as stipulated be due to their illness, disability, or death, or if they can be discharged from their position by the Superintendent.
- (5) Not more than one (1%) percent rounded off to the nearest person of the members of the total professional staff shall be granted leave during any one (1) year. In the event that a number of applications in excess of one (1%) percent of the total professional staff are received, the following factors will be taken into account in assigning leave:

- (a) Educational value of the proposed project to the school system.
- (b) Length of service in the Shrewsbury Public Schools.
- (c) Priority of application (date).

#### J. Jury Duty

An employee required to perform jury duty shall be compensated in the amount of the difference between their regular pay (including stipends) and jury duty pay (exclusive of mileage).

#### K. Professional Association Leadership Position

Any employee with professional status covered by this Contract, upon their written request, may be granted an unpaid leave by the Superintendent to accept an appointment by the SEA, MTA, NEA, such leave not to extend more than two (2) years.

#### L. Return from Leave

Any employee on leave during a school year shall be required to provide written notice of their intent to return the following year to the Superintendent no later than March 15. Such notice will be stated in the Superintendent's letter of approval. In the absence of such notice, the Superintendent will inform the ASSOCIATION and attempt to contact the employee. Failure to provide such notice by April 1 shall be deemed a resignation by the employee from their position effective at the conclusion of the academic year.

#### M. Military Leave

Employees covered by this Agreement who are members of any unit of the U.S. Reserves or the state National Guard and who are called to duty for their annual temporary active duty training shall receive pay for the difference between their regular pay and the pay which they receive from the state or federal government, provided such temporary active duty cannot be fulfilled on days when school is not in session. There will be a maximum of ten (10) days per school year per employee granted under this provision.

An employee who is required to extend the active duty beyond ten (10) days will be placed on military Leave Without Pay. Upon return from such leave, the employee shall be placed in a position similar to the position held at the time the Leave commenced.

Should the Town of Shrewsbury adopt a Military Leave policy that provides a greater paid leave benefit than what is included in this Section, bargaining unit members shall be able to access the paid military leave benefits offered by the Town of Shrewsbury for so long as those benefits are actively offered to Town of Shrewsbury employees.

#### **ARTICLE VI**

#### **EMPLOYEE EVALUATION**

The purpose of evaluation is to recognize excellence and provide a means of improvement in the delivery of the educational program to Shrewsbury School students. A free exchange of ideas is beneficial between employees and administrators, and this may occur during informal observations. This free exchange between employee and administrator should provide a positive basis for the formal evaluation. The employee evaluation process is described in detail in the Evaluation Agreement negotiated by the COMMITTEE and the ASSOCIATION and shall be included as Appendix G to this Agreement.

The Parties understand that the Department of Elementary and Secondary Education (DESE) will issue, from time to time, revised rubrics to be used for educator evaluation purposes. Upon the publication of a revised rubric by DESE and if, after three (3) meetings between the Superintendent and their designees and the Union President and their designees to discuss adoption of any new DESE rubric(s), if the parties cannot agree to implement the DESE rubric(s) "as is," or cannot agree upon a mutually agreed upon modification to the rubric(s) that meets the DESE standards, then the DESE rubric(s) shall be implemented "as is."

#### Review of Personnel File and Related Information

- (1) An employee or support staff shall have the right to receive a copy of any document in the file or their entire file, which copy shall be made in the school offices by the School Department.
- (2) No material derogatory to an employee or support staff's conduct, service, or personality shall be placed in their personnel file unless the staff member has had the opportunity to review the material.
- (3) The employee or support staff shall acknowledge that they have had the opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- (4) The employee or support staff shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent and attached to the file copy.

Evaluator personnel must be aware of the desirability, in fairness to the employees and support staff, of giving the staff member prompt notice of any complaints received relative to such employee or support staff from other staff, from parents, or from students which may have a bearing on the professional evaluation of the employee, so as to give the staff member adequate and early opportunity to clarify the situation.

The ASSOCIATION recognizes the authority and responsibility of the Principal for disciplining or reprimanding an employee or support staff for delinquency of professional performance. If an employee or support staff is to be disciplined or reprimanded by a member of the administration, they shall be entitled to have a representative of the ASSOCIATION present in accordance with law.

No employee or support staff with professional status shall be disciplined, suspended, given a written reprimand, reduced in rank or compensation, or deprived of any professional advantage, or terminated without just cause, provided, however, that disputes regarding termination or suspension shall be processed and resolved in the manner and according to the standards established by statute. Disputes regarding any other form of discipline shall be resolved by the Superintendent of Schools under the grievance procedure with an appeal from their decision directly to arbitration.

#### ARTICLE VII

#### REDUCTION IN FORCE

The COMMITTEE will determine the number of teaching and other professional positions which are needed in the school system. If the COMMITTEE determines that the number of such positions is to be reduced, it agrees to accomplish such reduction as follows:

- (1) The Superintendent of Schools will attempt to accomplish reductions through attrition and voluntary resignations.
- (2) The Superintendent of Schools will not renew temporary employees.
- (3) An employee with professional status will not be laid off if there is an employee without professional status whose position the employee with professional status is qualified to fill.
- (4) When the number of employees with professional status is to be reduced, the order in which employees shall be laid off shall be determined on the basis of the following factors:
  - (a) Quality of performance, which shall be based on evaluations of the past five (5) school years.
  - (b) Professional training which shall mean area of certification(s) and major/minor field(s) of study.
  - (c) Experience which shall mean an employee's total teaching experience and/or work related experience.
  - (d) Demonstrated needs of the school system.

Where, in the judgment of the Superintendent of Schools the above factors are substantially equal, employees will be laid off in order of their seniority as employees of the COMMITTEE, those with the least seniority to be terminated first. Seniority shall be defined as years, months and days of continuous service as a professional employee in the Shrewsbury School System, from the date that the employee initially began work, excluding any unpaid leave of absence, which leaves shall not be credited for seniority, but shall not be a break in continuity of service. In cases of identical date of seniority, seniority shall be determined by the drawing of lots by such employees or their designees.

(1) Employees with professional status who are laid off shall be entitled to re-call rights through the first day of the second school year following the lay-off. During said period employees shall be recalled in accordance with the criteria set forth in the preceding paragraph.

- (2) Employees on re-call shall be notified by certified mail of any open positions within their areas of certification within the school system. Each employee shall provide to the Superintendent a mailing address and a list of their certification(s) no later than fifteen (15) days after notification of termination. Failure to apply for an open full-time permanent position within fifteen (15) calendar days of notification shall terminate all rights under this Article, provided, however, that with any opening which arises after the first Friday in August the deadline for application shall be set by the Superintendent. If re-call is offered, the employee must deliver an executed contract to the Superintendent within five (5) working days of presentation of the contract to the employee.
- (3) Employees laid off under this Section shall be given priority on the substitute list during said recall period if they so indicate in writing to the Superintendent no later than fifteen (15) days after notification of termination.
- (4) Employees laid off may, to the extent permitted by law, continue group health and life insurance during said recall period at their own expense. Failure to forward full premium to the business office shall terminate this option.
- (5) A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent of Schools and forwarded to the President of the Association by October 15 of each year. If no challenge to the list is made by the ASSOCIATION within thirty (30) days of receipt of the list, the list stands as written.

# ARTICLE VIII MISCELLANEOUS

#### A. Annual Increments – Employees' Schedule

- (1) Annual increments shall be paid to all eligible employees in amounts provided in the salary schedule, except upon written notification of the Superintendent, which notification is to be for cause as to an individual employee. (The provisions of Article IV and Paragraph C of Article VII are eligibility requirements and are exempt from these procedures.)
- (2) Any employee denied an increment shall upon written request directed to the Superintendent within fourteen (14) days following their receipt of written notice of the denial of the increment, be entitled to a full hearing before the Superintendent, which hearing may be public or private at the employee's option. The employee may be represented by the ASSOCIATION or Counsel at their option, and the Superintendent after such hearing shall transmit its decision in writing together with its reason to the employee within fourteen (14) days following the hearing. The hearings shall be concluded prior to June 1 of each year provided this is practicable and any delay is not caused as a result of the request of the employee. This paragraph is not subject to the Grievance procedure, but the decision may be submitted to Arbitration within thirty (30) days following the date a decision is due hereunder in accordance with Sections 4 through 6 of Article IX.

#### B. Coaches Schedule

Coaches will be in accordance with Schedule attached to this Contract.

#### C. B+15 Employees' Salary Schedule – Requirements

Employees eligible for the B+15 Salary Schedule must complete the requirements for a Master's Degree within three (3) years next following being placed on such schedule. In the event such employee does not complete the requirements within the time required they shall be returned to the Bachelor's schedule at the appropriate step.

#### D. Student Teaching

The supervising employee of a Student Teacher may permit the Student Teacher to teach independently after the third week of student teaching, provided, however, that such teaching is on an independent basis pursuant to a specific schedule which has been approved in advance by the Building Principal.

#### E. Effective Date of Salary Schedules

The salary schedules in this Contract shall be effective on the dates set forth therein.

#### F. No Strikes

- (1) During the term of this Agreement, no employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow-down or withholding of services by such employees.
- (2) Any action by the COMMITTEE to enforce the provisions of this paragraph shall not be subject to the Grievance and Arbitration procedures set forth in this Contract.

#### G. Bargaining During the Contract

Each of the parties to this Agreement acknowledges that during the Collective Bargaining process which preceded the execution of this Contract they each had free opportunity to present any and all matters properly to be raised in the Collective Bargaining process. Therefore, from the date of the execution of this Agreement until August 24, 2022, neither party shall be required to negotiate with respect to any such matter whether raised or not raised in Collective Bargaining, whether covered or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time this Contract was negotiated or executed; except insofar as this Contract in its "Duration" article provides for bargaining to begin for the period to commence August 24, 2025.

#### H. Waiver

Failure of either party to this Agreement to exercise its rights or obligations hereunder, at any one time, shall not be deemed a waiver of the right of such party to exercise such rights or obligations in the future.

#### I. Amendment to This Agreement

This Agreement may only be amended by a written instrument executed by the duly authorized representatives of both parties thereto.

#### **ARTICLE IX**

#### **GRIEVANCE AND ARBITRATION**

#### Section 1.

A grievance is a dispute concerning the interpretation, meaning or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the Grievance and Arbitration procedures by other paragraphs of this Contract.

#### Section 2.

The time limits indicated hereunder will be considered maxima unless extended by mutual agreement. The time limits in Sections 3 and 4 shall refer to school days, except that any grievance which arises within the last thirty (30) days of the school year shall be submitted simultaneously to the Principal or immediate supervisor and the Superintendent, and in no event shall such grievance be presented later than June 30.

The terms when used in this Article shall mean calendar days.

#### Section 3.

#### Level 1.

- (a) An employee with a Grievance will first discuss it with their principal or immediate superior, either directly or through the ASSOCIATION's School Representative, with the objective of resolving the matter informally. All decisions at this level shall be reported forthwith in writing to the Superintendent of Schools and shall be subject to their approval.
- (b) If the Grievance is not received by the Superintendent of Schools within thirty (30) days after the aggrieved party knew or should have known of the act or condition on which the Grievance is based, the Grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to Level Four.

#### Level 2.

If the Grievance is not settled within five (5) days after presentation at Level One, the aggrieved employee or the ASSOCIATION may within five (5) days thereafter refer it in writing to the Superintendent of Schools. There shall be a meeting with the

ASSOCIATION and the Superintendent as soon as practicable after receipt of the written Grievance. A representative of the Massachusetts Teachers Association may be present at this meeting.

#### Level 3.

If the Grievance is not settled within ten (10) days from the receipt of the Grievance by the Superintendent of Schools, the aggrieved employee of the ASSOCIATION may submit said Grievance in writing to the COMMITTEE.

The COMMITTEE, in conjunction with the superintendent shall determine whether a grievance submitted at this level is within the jurisdiction of the COMMITTEE under the Education Reform Act of 1993. Should the COMMITTEE determine that the grievance is not within its jurisdiction, it will so notify the ASSOCIATION, and thereafter the ASSOCIATION may proceed to arbitration as provided in Level 4 below.

There shall be a meeting with the ASSOCIATION and the COMMITTEE as soon as practicable after receipt of the written Grievance. A representative of the Massachusetts Teachers Association may be present at this meeting.

The COMMITTEE shall give the aggrieved employee and/or ASSOCIATION its decision in writing within fifteen (15) days of the Level 3 hearing.

#### Level 4.

If the grievance is not settled at Level Three and if the ASSOCIATION determines the grievance alleges a violation by the COMMITTEE of any of the provisions of this Agreement, it may, within twenty (20) days after the COMMIT'EE's written response refer to arbitration as hereinafter provided.

#### Section 4.

Any grievance which alleges a violation by the COMMITTEE of one (1) or more provisions of this Agreement and which has not been settled under the procedure set forth herein may be submitted by either party to the American Arbitration Association within the time prescribed. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

#### Section 5.

The Arbitrator so selected will confer with the representative of the COMMITTEE and the ASSOCIATION and hold hearings promptly and will issue their decision, award, and reasons therefore not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and briefs are submitted to them.

The Arbitrator will be without power or authority to make any decision of award which is violation of the laws of the Commonwealth, or requires the commission of an act prohibited by law, or which violates the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which has been excluded from the Grievance and Arbitration procedures of this Contract. The Arbitrator shall be without power or authority to make any decision which violates the policy of the COMMITTEE except as specifically modified by the terms of this Contract. The Arbitrator shall be without power or authority to make any decision or award concerning any matter within the definition of a Grievance, which occurred or failed to occur prior to August 24, 2003.

The decision of the Arbitrator will be final and binding except for review or confirmation as provided by the provisions of Chapter 150C of the General Laws of the Commonwealth of Massachusetts.

#### Section 6.

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

#### Section 7.

If, in the judgment of the ASSOCIATION, a Grievance affects a group or class of employees, the ASSOCIATION may submit such Grievance in writing to the Superintendent directly and processing of such Grievance will be commenced at Level Two. The ASSOCIATION may process such a Grievance through levels of the Grievance Procedure even though the aggrieved person does not wish to do so.

#### Section 8.

Decisions rendered at Levels One, Two and Three of the Grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the President of the ASSOCIATION. Decisions rendered at Level Four will be in accordance with the procedures set forth herein.

#### Section 9.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.

### Section 10.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the COMMITTEE and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the Grievance procedure.

#### **ARTICLE X**

#### **HEALTH AND SAFETY**

- A. The mission of the Health and Safety Committee (HSC) will be to assist in developing and maintaining a safe and healthful environment for all school building occupants. The HSC shall help identify, troubleshoot and prevent unhealthy or potentially hazardous conditions within school facilities. In carrying out this mission the HSC will serve as a liaison among staff, building administration and the School Committee. The HSC will consist of three (3) representatives appointed by the ASSOCIATION.
- B. If an employee has a concern that a situation exists which is a potential health or safety hazard, they shall bring it to the immediate attention of the Building Principal.
- C. In the event that the Principal fails to respond within forty-eight (48) hours of being notified of the existence of a potential hazard, the employee may, either alone or through the ASSOCIATION, refer the matter to the HSC which shall investigate the claim.
- D. After investigation, the HSC will submit recommendations and/or solutions of the reported concern within thirty (30) days to the Superintendent with a copy to the Chairperson of the COMMITTEE.
- E. Each spring, the HSC will present an annual report to the COMMITTEE.

#### **ARTICLE X**

#### **EMPLOYEE PROTECTION**

- A. Employees shall be required to report any case of tort, including assault, in connection with their employment, to their immediate superior who will investigate and file a copy of the report and the results of the investigation with the Superintendent. The Superintendent shall acknowledge receipt of such reports and inform the COMMITTEE concerning the incident.
- B. In addition, where a student is involved in an assault on an employee, the Principal shall consult with the employee concerning future placement of the student and future contact between the employee and the student. The employee shall be represented by an ASSOCIATION representative at the above mentioned meeting.
- C. If an employee is assaulted, the appropriate administrator will render any and all atthe-scene assistance to the assaulted employee.
- D. Indemnification of the employees will be governed by state statute.
- E. When an employee is absent from their duties as a result of an assault in the course of their employment, workers' compensation benefits shall be supplemented up to the full amount of their salary for up to one year from the date of injury, without loss of sick leave.
- F. If an employee is required to go to court as either a complainant or as a witness for the administration in an assault matter said employee shall be represented by legal counsel at the COMMITTEE's expense and shall be accompanied to court by the appropriate administrator.

#### **ARTICLE XII**

#### JOB SHARING

For the purposes of this Agreement, job sharing shall mean the occupation of a single staff position by two individuals each with a proportional assignment. In order for a shared position to be approved, the two (2) individuals must complete a letter of application including the terms and schedule of the proposal.

Applications for job sharing shall be filed by the employees with the Building Principal prior to April 1 of the school year preceding the effective date of the job sharing. The Building Principal shall review the application and make a recommendation to the Superintendent. The final action on the application shall be at the discretion of the Superintendent. The Superintendent will notify the Building Principal, the COMMITTEE and the ASSOCIATION of the decision. Employees shall receive a response to their application by May 15.

Factors to be considered by the principal shall include certification, area of competence, major and/or minor field of study, quality of teaching performance, compatibility of the employees working together, the number of potential job sharing requests, and the impact of the job sharing arrangement on the instructional program and the building.

The following conditions shall apply with respect to job sharing:

- (1) The employee partners shall have achieved professional status.
- (2) No employee in the system shall be involuntarily transferred in order to create a job-sharing program.
- (3) Job sharing assignments shall be for a period of one year and shall terminate at the end of each school year.
- (4) When a job sharing position is terminated, the employees shall be assigned to the same positions held prior to job sharing if available.
- (5) If these positions are not available, the employees will be assigned to equivalent positions.
- (6) Job sharing employees shall attend:
  - (a) All Professional Days as determined by this Contract
  - (b) All after school meetings (twenty (20) days, two (2) per month) as determined by this Contract

- (c) Parent Conferences and Open House as determined by this Contract
- (d) A minimum fifteen (15) minute overlap for an orderly transfer and information sharing shall be scheduled each day
- (e) Grade level planning meetings shall be attended by the employee that is scheduled during the time of the meeting. The employee will share information with the partner employee.

To ensure minimal disruption for the students, job-sharing employees shall arrange coverage for each other to allow attendance at conferences and professional development meetings, at no additional cost to the District. This does not imply coverage for sick days.

The Building Principal, where possible, shall schedule a common planning time at least once per week for the job-sharing employees.

#### Job Share Compensation

Each employee's salary shall be prorated. The salary schedule step for each employee shall be the same as they would be entitled to if employed on a full time basis. This step shall determine the base salary from which the salary fraction will be computed.

Seniority shall accrue to an employee in a job sharing position on a prorated basis. Sick leave and personal leave shall be prorated. Fringe benefits will be prorated. In the event that a job-sharing employee is employed at less than fifty percent (50%), they may not be eligible for health insurance or the retirement program.

#### **Unusual Circumstances**

- (1) In the event that one of the job-share employees resigns from the school district after June 1 of the previous year or is unable to work due to an extended medical condition, the remaining job share employee:
  - (a) may assume the full time responsibilities of the position, request a job share partnership with a provisional status employee, or request the hiring of a long-term substitute employee for the upcoming school year
  - (b) request for a job share with a provisional status employee or a long-term substitute employee that shall be mutually agreed upon by the Superintendent and the ASSOCIATION.

The provisional status employee who assumes a job share will have rights to return to a comparable position the following year, providing their performance meets the Standards of the

Shrewsbury Public Schools under the guidelines of the Employee Supervision and Evaluation Program.

Long-term substitute arrangements will be for one (1) year only. Upon the conclusion of the year the remaining employee may propose a new job share with a professional status employee or must return to full time employment.

### **ARTICLE XIII**

## **DURATION**

This Agreement and its provisions shall be effective August 25, 2022 and shall remain in full force and effect up to and including August 24, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in their names on their behalf by duly authorized officers thereof, this 4th day of June, 2022.

FOR THE COMMITTEE	FOR THE ASSOCIATION
by:	by:
Lynsey Heffernan, Chairperson	Gary Chalmers, President

# APPENDIX A SHREWSBURY PUBLIC SCHOOLS Employee (S.E.A.) Pay Scales

### A. School Year 2022-2023 – the following salary schedule shall be effective:

3%							
Step	В	B-15	M	M-15	M-30	M-45	M-60
1	\$52,601	\$55,054	\$58,336	\$60,512	\$62,886	\$65,588	\$67,433
2	\$54,381	\$56,656	\$60,314	\$62,490	\$64,861	\$67,039	\$69,409
3	\$56,161	\$58,534	\$61,503	\$64,270	\$66,642	\$69,016	\$70,991
4	\$57,942	\$60,314	\$63,478	\$66,048	\$68,423	\$70,597	\$72,575
5	\$59,722	\$62,092	\$65,257	\$67,632	\$70,003	\$72,378	\$74,354
6	\$62,291	\$64,861	\$68,027	\$70,399	\$72,771	\$74,950	\$77,122
7	\$66,839	\$68,816	\$72,179	\$74,038	\$76,925	\$79,298	\$81,275
8	\$69,409	\$71,587	\$74,552	\$77,520	\$79,892	\$81,867	\$84,044
9	\$71,981	\$74,155	\$77,715	\$80,090	\$82,463	\$84,638	\$86,615
10	\$76,729	\$78,705	\$82,856	\$84,835	\$87,010	\$88,594	\$90,966
11	\$81,732	\$83,907	\$87,467	\$89,643	\$92,214	\$94,389	\$96,961
12	\$85,704	\$88,126	\$91,135	\$94,176	\$97,606	\$98,818	\$101,237
13	\$90,572	\$92,994	\$96,003	\$99,045	\$102,475	\$103,685	\$106,105

# APPENDIX A SHREWSBURY PUBLIC SCHOOLS Employee (S.E.A.) Pay Scales

B. School Year 2023-2024—the following salary schedule shall be effective:

2.25%							
Step	В	B-15	M	M-15	M-30	M-45	M-60
1	\$53,784	\$56,292	\$59,649	\$61,873	\$64,301	\$67,064	\$68,951
2	\$55,604	\$57,930	\$61,671	\$63,896	\$66,321	\$68,547	\$70,971
3	\$57,424	\$59,851	\$62,886	\$65,716	\$68,142	\$70,568	\$72,588
4	\$59,245	\$61,671	\$64,906	\$67,534	\$69,963	\$72,185	\$74,208
5	\$61,065	\$63,489	\$66,725	\$69,154	\$71,578	\$74,006	\$76,027
6	\$63,693	\$66,321	\$69,557	\$71,983	\$74,408	\$76,636	\$78,857
7	\$68,343	\$70,364	\$73,803	\$75,704	\$78,656	\$81,083	\$83,104
8	\$70,971	\$73,197	\$76,229	\$79,264	\$81,689	\$83,709	\$85,935
9	\$73,601	\$75,824	\$79,464	\$81,892	\$84,318	\$86,543	\$88,564
10	\$78,455	\$80,476	\$84,720	\$86,744	\$88,968	\$90,587	\$93,012
11	\$83,571	\$85,795	\$89,435	\$91,660	\$94,289	\$96,512	\$99,142
12	\$87,633	\$90,109	\$93,185	\$96,295	\$99,802	\$101,041	\$103,515
13	\$92,610	\$95,087	\$98,163	\$101,274	\$104,781	\$106,018	\$108,493

# APPENDIX A SHREWSBURY PUBLIC SCHOOLS Employee (S.E.A.) Pay Scales

C. School Year 2024-2025—the following salary schedule shall be effective:

2.25%							
Step	В	B-15	M	M-15	M-30	M-45	M-60
1	\$54,995	\$57,559	\$60,991	\$63,265	\$65,748	\$68,573	\$70,502
2	\$56,855	\$59,234	\$63,058	\$65,334	\$67,813	\$70,090	\$72,567
3	\$58,716	\$61,198	\$64,301	\$67,195	\$69,675	\$72,156	\$74,222
4	\$60,578	\$63,058	\$66,367	\$69,054	\$71,537	\$73,809	\$75,878
5	\$62,439	\$64,917	\$68,227	\$70,710	\$73,189	\$75,671	\$77,738
6	\$65,126	\$67,813	\$71,122	\$73,602	\$76,083	\$78,360	\$80,631
7	\$69,881	\$71,947	\$75,463	\$77,407	\$80,426	\$82,907	\$84,974
8	\$72,567	\$74,844	\$77,945	\$81,047	\$83,527	\$85,593	\$87,868
9	\$75,257	\$77,530	\$81,252	\$83,734	\$86,215	\$88,490	\$90,556
10	\$80,220	\$82,287	\$86,627	\$88,695	\$90,970	\$92,625	\$95,105
11	\$85,452	\$87,725	\$91,447	\$93,723	\$96,410	\$98,684	\$101,373
12	\$89,604	\$92,137	\$95,282	\$98,462	\$102,048	\$103,315	\$105,844
13	\$94,694	\$97,226	\$100,371	\$103,553	\$107,138	\$108,403	\$110,934

# **Employee (S.E.A.) Pay Scales Athletic Activities Salary Schedule**

In order for a new paid coaching or assistant coaching position to be considered, the Director of Athletics must present the position to the principal of the school and the principal of the school must first approve the new coaching or assistant coaching position.

Factors a principal might consider could include:

- Educational benefit to students
- Interest/demand for the sport
- Student safety
- The principal's professional judgement
- Details provided to the principal by the Director of Athletics
- Any other factor the principal deems important to consider

Once it has been determined by the principal that a new paid coaching or assistant coaching position should be approved in a particular school year, the SEA and the Shrewsbury School Committee or their designee shall negotiate the amount of the stipend.

# **Employee (S.E.A.) Pay Scales**

# **Athletic Activities Salary Schedule**

2022-2023									
3%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5				
Baseball Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056				
Baseball Asst Coach	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163				
Basketball Head Coach	\$4,542	\$4,922	\$5,299	\$5,865	\$6,623				
Basketball Asst Coach	\$2,838	\$3,262	\$3,405	\$3,785	\$4,351				
Cheerleading Head Coach (Fall, Winter)	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056				
Cheerleading Asst Coach (Fall, Winter)	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163				
Crew Head Coach (Fall, Spring)	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056				
Crew Asst Coach (Fall, Spring)	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163				
Field Hockey Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056				
Field Hockey Asst Coach	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163				
Football Head Coach	\$6,813	\$7,034	\$7,949	\$8,420	\$8,894				
Football Asst Coach	\$4,376	\$4,606	\$5,068	\$5,284	\$5,757				
Golf Head Coach (Fall, Spring)	\$2,271	\$2,697	\$2,952	\$3,596	\$3,972				
Golf JV Coach	\$2,255	\$2,344	\$2,439	\$2,536	\$2,637				
Gymnastics Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056				
Gymnastics Asst Coach	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163				
Ice Hockey Head Coach	\$4,542	\$4,922	\$5,299	\$5,865	\$6,623				
Ice Hockey Asst Coach	\$2,838	\$3,262	\$3,405	\$3,785	\$4,351				

Indoor Track Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056
Indoor Track Asst Coach	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163
Lacrosse Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056
Lacrosse Asst Coach	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163
Skiing Head Coach	\$2,271	\$2,933	\$2,952	\$3,596	\$3,972
Skiing Asst Coach	\$2,255	\$2,344	\$2,439	\$2,536	\$2,637
Soccer Head Coach	\$5,252	\$5,567	\$5,902	\$6,257	\$6,623
Soccer Asst Coach	\$3,445	\$3,651	\$3,873	\$4,105	\$4,351
Softball Head Coach	\$3,972	\$4,351	\$4,921	\$5,393	\$6,056
Softball Asst Coach	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163
Swimming Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056
Swimming Asst Coach	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163
Tennis Head Coach	\$3,889	\$4,268	\$4,839	\$5,311	\$5,974
Tennis Asst Coach	\$2,780	\$3,142	\$3,550	\$4,012	\$4,163
Track & Field Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056
Track & Field Asst Coach	\$2,554	\$2,933	\$3,216	\$3,499	\$4,163
Unified Head Coach (per sport)	\$1,951	\$1,951	\$1,951	\$1,951	\$1,951
Unified Asst Coach (per sport)	\$1,341	\$1,341	\$1,341	\$1,341	\$1,341
Volleyball Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056
Volleyball Asst Coach	\$2,554	\$2,977	\$3,216	\$3,499	\$4,163
X- Country Head Coach	\$3,972	\$4,351	\$4,921	\$5,486	\$6,056
X- Country Asst Coach	\$2,554	\$2,977	\$3,216	\$3,499	\$4,163

MS Baseball	\$2,732	\$3,006	\$3,305	\$3,636	\$3,997
MS Basketball	\$2,972	\$3,268	\$3,595	\$3,955	\$4,371
MS Cheerleading	\$2,732	\$3,006	\$3,305	\$3,636	\$3,997
MS Field Hockey	\$2,732	\$3,006	\$3,305	\$3,636	\$3,997
MS X-Country	\$2,732	\$3,006	\$3,305	\$3,636	\$3,997
MS Football	\$4,010	\$4,410	\$4,851	\$5,336	\$5,870
MS Soccer	\$2,972	\$3,268	\$3,595	\$3,955	\$4,371
MS Softball	\$2,732	\$3,006	\$3,305	\$3,636	\$3,997
MS Track	\$2,732	\$3,006	\$3,305	\$3,636	\$3,997
MS Asst Coach (All Sports)	\$810	\$889	\$971	\$1,052	\$1,132
Intramurals (Hourly)	\$21.29				
Intramurals Director (Hourly)	\$31.16				

# **Employee (S.E.A.) Pay Scales Athletic Activities Salary Schedule**

2023-2024									
2.25%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5				
Baseball Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193				
Baseball Asst Coach	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257				
Basketball Head Coach	\$4,644	\$5,033	\$5,418	\$5,997	\$6,772				
Basketball Asst Coach	\$2,902	\$3,335	\$3,482	\$3,870	\$4,449				
Cheerleading Head Coach (Fall, Winter)	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193				
Cheerleading Asst Coach (Fall, Winter)	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257				
Crew Head Coach (Fall, Spring)	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193				
Crew Asst Coach (Fall, Spring)	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257				
Field Hockey Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193				
Field Hockey Asst Coach	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257				
Football Head Coach	\$6,966	\$7,192	\$8,128	\$8,609	\$9,094				
Football Asst Coach	\$4,474	\$4,710	\$5,182	\$5,403	\$5,887				
Golf Head Coach (Fall, Spring)	\$2,322	\$2,758	\$3,018	\$3,677	\$4,061				
Golf JV Coach	\$2,306	\$2,397	\$2,494	\$2,593	\$2,696				
Gymnastics Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193				
Gymnastics Asst Coach	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257				
Ice Hockey Head Coach	\$4,644	\$5,033	\$5,418	\$5,997	\$6,772				
Ice Hockey Asst Coach	\$2,902	\$3,335	\$3,482	\$3,870	\$4,449				

Indoor Track Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193
Indoor Track Asst Coach	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257
Lacrosse Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193
Lacrosse Asst Coach	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257
Skiing Head Coach	\$2,322	\$2,999	\$3,018	\$3,677	\$4,061
Skiing Asst Coach	\$2,306	\$2,397	\$2,494	\$2,593	\$2,696
Soccer Head Coach	\$5,370	\$5,692	\$6,035	\$6,398	\$6,772
Soccer Asst Coach	\$3,523	\$3,733	\$3,960	\$4,197	\$4,449
Softball Head Coach	\$4,061	\$4,449	\$5,032	\$5,514	\$6,193
Softball Asst Coach	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257
Swimming Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193
Swimming Asst Coach	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257
Tennis Head Coach	\$3,977	\$4,364	\$4,948	\$5,430	\$6,108
Tennis Asst Coach	\$2,843	\$3,213	\$3,634	\$4,102	\$4,257
Track & Field Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193
Track & Field Asst Coach	\$2,611	\$2,999	\$3,288	\$3,578	\$4,257
Unified Head Coach (per sport)	\$1,995	\$1,995	\$1,995	\$1,995	\$1,995
Unified Asst Coach (per sport)	\$1,371	\$1,371	\$1,371	\$1,371	\$1,371
Volleyball Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193
Volleyball Asst Coach	\$2,611	\$3,044	\$3,288	\$3,578	\$4,257
X- Country Head Coach	\$4,061	\$4,449	\$5,032	\$5,609	\$6,193
X- Country Asst Coach	\$2,611	\$3,044	\$3,288	\$3,578	\$4,257

MS Baseball	\$2,793	\$3,074	\$3,379	\$3,718	\$4,087
MS Basketball	\$3,039	\$3,342	\$3,676	\$4,044	\$4,469
MS Cheerleading	\$2,793	\$3,074	\$3,379	\$3,718	\$4,087
MS Field Hockey	\$2,793	\$3,074	\$3,379	\$3,718	\$4,087
MS X-Country	\$2,793	\$3,074	\$3,379	\$3,718	\$4,087
MS Football	\$4,100	\$4,509	\$4,960	\$5,456	\$6,002
MS Soccer	\$3,039	\$3,342	\$3,676	\$4,044	\$4,469
MS Softball	\$2,793	\$3,074	\$3,379	\$3,718	\$4,087
MS Track	\$2,793	\$3,074	\$3,379	\$3,718	\$4,087
MS Asst Coach (All Sports)	\$828	\$909	\$993	\$1,076	\$1,157
Intramurals (Hourly)	\$21.77				
Intramurals Director (Hourly)	\$31.86				

# Employee (S.E.A.) Pay Scales Athletic Activities Salary Schedule

2024-2025									
2.25%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5				
Baseball Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332				
Baseball Asst Coach	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353				
Basketball Head Coach	\$4,748	\$5,146	\$5,540	\$6,132	\$6,924				
Basketball Asst Coach	\$2,967	\$3,410	\$3,560	\$3,957	\$4,549				
Cheerleading Head Coach (Fall, Winter)	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332				
Cheerleading Asst Coach (Fall, Winter)	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353				
Crew Head Coach (Fall, Spring)	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332				
Crew Asst Coach (Fall, Spring)	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353				
Field Hockey Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332				
Field Hockey Asst Coach	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353				
Football Head Coach	\$7,123	\$7,354	\$8,311	\$8,803	\$9,299				
Football Asst Coach	\$4,575	\$4,816	\$5,299	\$5,525	\$6,019				
Golf Head Coach (Fall, Spring)	\$2,374	\$2,820	\$3,086	\$3,760	\$4,152				
Golf JV Coach	\$2,358	\$2,451	\$2,550	\$2,651	\$2,757				
Gymnastics Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332				
Gymnastics Asst Coach	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353				
Ice Hockey Head Coach	\$4,748	\$5,146	\$5,540	\$6,132	\$6,924				
Ice Hockey Asst Coach	\$2,967	\$3,410	\$3,560	\$3,957	\$4,549				

Indoor Track Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332
Indoor Track Asst Coach	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353
Lacrosse Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332
Lacrosse Asst Coach	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353
Skiing Head Coach	\$2,374	\$3,067	\$3,086	\$3,760	\$4,152
Skiing Asst Coach	\$2,358	\$2,451	\$2,550	\$2,651	\$2,757
Soccer Head Coach	\$5,491	\$5,820	\$6,171	\$6,542	\$6,924
Soccer Asst Coach	\$3,602	\$3,817	\$4,049	\$4,291	\$4,549
Softball Head Coach	\$4,152	\$4,549	\$5,145	\$5,638	\$6,332
Softball Asst Coach	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353
Swimming Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332
Swimming Asst Coach	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353
Tennis Head Coach	\$4,066	\$4,462	\$5,059	\$5,552	\$6,245
Tennis Asst Coach	\$2,907	\$3,285	\$3,716	\$4,194	\$4,353
Track & Field Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332
Track & Field Asst Coach	\$2,670	\$3,067	\$3,362	\$3,659	\$4,353
Unified Head Coach (per sport)	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040
Unified Asst Coach (per sport)	\$1,402	\$1,402	\$1,402	\$1,402	\$1,402
Volleyball Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,332
Volleyball Asst Coach	\$2,670	\$3,112	\$3,362	\$3,659	\$4,353
X- Country Head Coach	\$4,152	\$4,549	\$5,145	\$5,735	\$6,331
X- Country Asst Coach	\$2,670	\$3,112	\$3,362	\$3,659	\$4,353

MS Baseball	\$2,856	\$3,143	\$3,455	\$3,802	\$4,179
MS Basketball	\$3,107	\$3,417	\$3,759	\$4,135	\$4,570
MS Cheerleading	\$2,856	\$3,143	\$3,455	\$3,802	\$4,179
MS Field Hockey	\$2,856	\$3,143	\$3,455	\$3,802	\$4,179
MS X-Country	\$2,856	\$3,143	\$3,455	\$3,802	\$4,179
MS Football	\$4,192	\$4,610	\$5,072	\$5,579	\$6,137
MS Soccer	\$3,107	\$3,417	\$3,759	\$4,135	\$4,570
MS Softball	\$2,856	\$3,143	\$3,455	\$3,802	\$4,179
MS Track	\$2,856	\$3,143	\$3,455	\$3,802	\$4,189
MS Asst Coach (All Sports)	\$847	\$929	\$1,015	\$1,100	\$1,183
Intramurals (Hourly)	\$22.26				
Intramurals Director (Hourly)	\$32.58				

#### APPENDIX C

#### **Shrewsbury Public Schools**

#### **Department Directors' Salary Schedule**

Work Year: Employee work year plus ten (10) days

#### **Definition of Roles, Work Year and Work Hours**

The positions covered by Appendix C include the following roles in existence as of the 2019-2020 school year:

#### **Group I: K-12 Directors** (includes multiple grade spans)

Director of English Language Education

Director of Foreign Language

Director of Instructional Technology & Media Services

Director of School Nursing

**Director of Performing Arts** 

Director of Special Education-Specialized Programs

Director of Visual Arts

#### **Group II: Single Grade Level Span Directors**

Director of English (Grades 9-12)

Director of Mathematics (Grades 9-12)

Director of School Counseling (Grades 9-12)

Director of Science & Engineering (Grades 9-12)

Director of Social Sciences (Grades 9-12)

Director of Special Education (Grades Preschool-Grade 4)

Director of Special Education (Grades 5-8)

Director of Special Education (Grades 9-12)

Director of Title I Services (Grades Preschool-Grade 4)

#### **Group III: Middle Level Curriculum Coordinators**

Coordinator of English Language Arts (Grades 5-8)

Coordinator of Mathematics (Grades 5-8)

Coordinator of Science & Engineering (Grades 5-8)

Coordinator of Social Studies (Grades 5-8)

#### Group IV: K-12 Director(s) Overseeing three or more subjects

Director of Health, Physical Education, & Family Consumer Science

If a new Unit A supervisory position is added to the district during the term covered by the contract, the administration will consult with the SEA leadership regarding the Group in which the position will be included prior to making that determination.

The work year for all directors/coordinators shall be ten (10) days beyond the teacher work year. The directors/coordinators will work the scheduled teacher year plus their allotment of ten (10) administrative days, which shall be scheduled in consultation with their supervisor(s).

Director/Coordinators may request additional administrative work days from the Superintendent to complete their leadership duties, such as for special projects or extraordinary personnel activity. Such days will be requested and approved or declined in writing in advance of working the days. Approved additional administrative work days will be paid at the director's/coordinator's per diem rate. Any additional days worked beyond the ten (10) allotted administrative work days without express written approval from the Superintendent may not be compensated.

The work day for all directors/coordinators shall be the length of the teacher day and whatever additional time is necessary for the performance of their duties.

The scheduling of teaching responsibilities for directors and coordinators will be determined by the principal(s) and/or Central Office administration, in consultation with the director/coordinator regarding the needs of their department.

A director/coordinator who is responsible for supervising fewer than eight (8) Unit A educators as a primary evaluator in a particular school year will be required to teach at least the equivalent of 20% FTE (one full-year class or two semester classes), but will not be scheduled to teach more than the equivalent of 60% FTE (three full-year classes or six semester classes) during that school year.

A director/coordinator who is responsible for supervising eight (8) to twenty (20) Unit A educators as a primary evaluator in a particular school year will be required to teach at least the equivalent of 10% FTE (one semester class), but will not be scheduled to teach more than the equivalent of 40% FTE (two full-year classes or four semester classes) during that school year.

A director/coordinator who is responsible for supervising more than twenty (20) Unit A educators as a primary evaluator in a particular school year will be required to teach at least the equivalent of 10% FTE (one semester class), but will not be scheduled to teach more than the equivalent of 20% FTE (one full-year class or two semester classes) during that school year; further, the Central Office administration, in consultation with the principal(s) and the director/coordinator, may determine that a director/coordinator who is responsible for

supervising more than twenty (20) Unit A educators as a primary evaluator shall have no teaching responsibilities in a particular school year.

It is understood that, due to different program administrative responsibilities, the minimum and maximum class equivalent teaching responsibilities listed above do not apply to Directors of Special Education, English Language Education, School Nursing, and the Director of Title I Services. Because of responsibilities that include participating in IEP team meeting processes when necessary; attending to the hiring and supervision of paraprofessionals; securing nursing substitutes; coordinating or administering mandated testing and health screenings; determining and scheduling mandated services; and other duties related to Special Education, English Language Education, School Nursing, and Title I Services functions, the Central Office administration, in consultation with school principals and the directors, may determine that Special Education, English Language Education, School Nursing, and Title I Services Directors will have limited or no direct teaching or direct student service responsibilities.

APPENDIX C
Shrewsbury Public Schools
Department Directors' Salary Schedule

Group I K–12 Directors								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
<b>2022-23</b> (3%)	\$8,174	\$8,987	\$10,004	\$10,718	\$11,736	\$12,577		
<b>2023-24</b> (2.25%)	\$8,358	\$9,189	\$10,229	\$10,958	\$12,000	\$12,860		
<b>2024-25</b> (2.25%)	\$8,546	\$9,396	\$10,459	\$11,205	\$12,270	\$13,150		
G	Group IIA Single Grade Span Directors with 8 or more staff members							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
<b>2022-23</b> (3%)	\$7,900	\$8,645	\$8,899	\$10,298	\$11,271	\$12,112		
<b>2023-24</b> (2.25%)	\$8,078	\$8,839	\$9,099	\$10,530	\$11,525	\$12,384		
<b>2024-25</b> (2.25%)	\$8,260	\$9,038	\$9,304	\$10,767	\$11,785	\$12,663		

G	Group IIB Single Grade Span Directors with less than 8 staff members							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
<b>2022-23</b> (3%)	\$6,112	\$7,083	\$7,474	\$8,252	\$9,031	\$9,872		
<b>2023-24</b> (2.25%)	\$6,250	\$7,243	\$7,642	\$8,438	\$9,235	\$10,094		
<b>2024-25</b> (2.25%)	\$6,391	\$7,406	\$7,814	\$8,628	\$9,442	\$10,321		
Group III Middle School Curriculum Coordinators								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
<b>2022-23</b> (3%)	\$7,901	\$8,645	\$8,899	\$10,298	\$11,271	\$12,112		
<b>2023-24</b> (2.25%)	\$8,078	\$8,839	\$9,099	\$10,530	\$11,525	\$12,384		
<b>2024-25</b> (2.25%)	\$8,260	\$9,038	\$9,304	\$10,767	\$11,784	\$12,663		
	Group IV Directors with three or more subjects							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
<b>2022-23</b> (3%)	\$11,472	\$12,285	\$13,243	\$14,016	\$15,035	\$15,875		
<b>2023-24</b> (2.25%)	\$11,730	\$12,562	\$13,541	\$14,332	\$15,373	\$16,233		
<b>2024-25</b> (2.25%)	\$11,994	\$12,844	\$13,845	\$14,654	\$15,719	\$16,598		

#### APPENDIX D

#### **Shrewsbury Public Schools**

#### **Extra Duty Assignments**

#### **Stipends**

K-12 Directors, Elementary Curriculum Content Coordinator and Elementary Traveling Media Specialist will receive a travel stipend of \$350.

Secondary Directors will be reimbursed for travel expenses in accordance with the mileage reimbursement rate in effect in the school department.

In order for a new club or activity at any school, including intramural sports, to be considered for a stipend in a particular year, the principal of the school must first approve the new club or activity for a two-year trial period to determine the viability of that club or activity.

Factors a principal might consider could include:

- Educational benefits to students
- Frequency of meetings
- Projected numbers of students involved
- The principal's professional judgement
- Details provided to the principal by a staff member, student, or parent proposing the club or activity
- Any other factor the principal deems important to consider

Once it has been determined by the principal that a new club or activity shall be approved to run in a particular school year, the payment shall be as follows:

Year one: Unpaid

Year two: \$100 for the year

Year three: The SEA and the Shrewsbury School Committee or their designees shall negotiate

the amount of the stipend in advance of the beginning of year three. The year one

and/or year two phases may be waived by the principal.

#### **Compensation for Additional Work**

Each school year prior to October 1 representatives of the Association and School Committee will develop a list of positions for the school year with hourly rates as follows. This rate may also be used to compensate bargaining unit members for additional work as assigned by their supervisor with approval from the building principal or Superintendent.

2022-2023	\$40.12
2023-2024	\$41.03
2024-2025	\$41.95

#### **Professional Development Presenters**

Employees covered under this Agreement and who agree to serve as a presenter during a designated Professional Development Day shall receive a stipend within the range of \$80-\$500 per session. The specific stipend amount includes preparation time that is done outside of the person's normal workday as well as for the time presenting. This stipend range will also be used to compensate staff that present at the required after-school mentoring sessions for mentors and new employees. The Assistant Superintendent will review the specific needs for the topic and determine the specific stipend for each session. The employee will be made aware of the stipend amount prior to commencing work on the project.

#### Lead Teacher with the following language

The position of Lead Teacher receives a \$5,000 annual stipend. The work day for the Lead Teacher includes thirty (30) minutes before and after the regular contractual teacher work day as described in Article III. In addition, the stipend includes five (5) extra workdays beyond the teacher work year.

#### Middle School Curriculum Liaison

The position of Middle School Curriculum Liaison receives a \$2,500 annual stipend. The work day for the curriculum liaison includes thirty (30) minutes after the regular contractual employee work day as described in Article III. In addition, the stipend includes two (2) extra workdays beyond the employee work year.

In the event one curriculum liaison is responsible for two grade levels, the stipend will be \$3750. The additional time, as described above, remains the same.

#### Adjustment Counselor Lead/Special Education Lead Employees

Special Education Lead and Adjustment Counselor Lead Employees receive an annual stipend of \$2500. Lead Employees are approved for the following five (5) areas: Speech and Language Pathologists, Elementary Special Education Employees, Early Learning Center Coordinators, School Psychologist, and Occupational Therapy/Physical Therapy. The workday for the Lead Employees is thirty (30) minutes beyond the contractual employee workday. The work year is two (2) days beyond the contractual employee work year.

#### Adjustment Counselor Lead/Special Education Lead Employees

	2022-23	2023-24	2024-25
Lead Employee	annual stipend	annual stipend	annual stipend
	\$3,032	\$3,101	\$3,170

## APPENDIX D Shrewsbury Public Schools

#### **Extra Duty Assignments**

High School Stipends				
Position	2022-23 (3%)	2023-24 (2.25%)	2024-25 (2.25%)	
Senior Class Advisor (4)	\$1,495	\$1,528	\$1,563	
Junior Class Advisor (4)	\$1,346	\$1,376	\$1,407	
Sophomore Class Advisor (4)	\$972	\$994	\$1,017	
Freshman Class Advisor (4)	\$898	\$918	\$939	
AP/PSAT Coordinator	\$3,090	\$3,160	\$3,231	
Agricultural Club	\$310	\$317	\$324	
Anime Club	\$310	\$317	\$324	
Asian Culture Club	\$310	\$317	\$324	
Astronomy Club	\$310	\$317	\$324	
Bike Manager	\$563	\$576	\$589	
Biology Club	\$310	\$317	\$324	
Black History Project	\$749	\$766	\$783	
Book Club	\$310	\$317	\$324	
Business Club	\$310	\$317	\$324	
Calligraphy Club	\$310	\$317	\$324	
Chemistry Club	\$310	\$317	\$324	
Computer Club	\$310	\$317	\$324	
Coordinator of Preservice Training-HS	\$1,495	\$1,528	\$1,563	
Coordinator of Service Learning	\$1,703	\$1,741	\$1,780	
Coordinator-CAPSTONE (1-5 Students)	\$1,030	\$1,053	\$1,077	
Coordinator-CAPSTONE (6-10 Students)	\$1,545	\$1,580	\$1,615	
Coordinator-CAPSTONE (11-15 Students)	\$2,060	\$2,106	\$2,154	
Coordinator-CAPSTONE (16+ Students)	\$2,575	\$2,633	\$2,692	
Cupcake Decorating	Year 2 \$100	TBD	TBD	
Dungeons & Dragons Club	\$310	\$317	\$324	
Embroidery Club	\$310	\$317	\$324	
e-Sports (each season; Fall & Spring)	\$749	\$766	\$783	

Cooking for a Cause	\$749	\$766	\$783
Engineering Club	\$749	\$766	\$783
ETS/COLONIAL Magazine	\$4,730	\$4,836	\$4,945
Excelsior	\$620	\$634	\$648
Film Making Club	\$310	\$317	\$324
SHS First Robotics Head Coach	\$7,464	\$7,632	\$7,804
Freshman Math Team Coach	\$898	\$918	\$939
Gay Straight Alliance	\$310	\$317	\$324
Globally Making a Difference Club	\$310	\$317	\$324
Green Club	\$310	\$317	\$324
High School Activities Coordinator	\$1,911	\$1,954	\$1,998
High School Science Team	\$972	\$994	\$1,017
HS Chess Club	\$310	\$317	\$324
Ice Rink Manager	\$464	\$474	\$485
Improv Club	\$418	\$428	\$437
Marine Biology Club	\$310	\$317	\$324
Martial Arts Club	\$418	\$428	\$437
MCAS Prep English	\$573	\$586	\$599
MCAS Prep Math	\$573	\$586	\$599
MCAS Prep Science	\$573	\$586	\$599
Mentoring Volunteer Program (HS) (2)	\$1,122	\$1,147	\$1,173
Model U.N.	\$749	\$766	\$783
Muslim Student Club	\$310	\$317	\$324
National Art Honor Society	\$1,122	\$1,147	\$1,173
National English Honor Society	\$1,122	\$1,147	\$1,173
National French Honor Society	\$1,122	\$1,147	\$1,173
National Honor Society Director	\$1,122	\$1,147	\$1,173
National Latin Honor Society	\$1,122	\$1,147	\$1,173
National Mandarin Honor Society	\$1,122	\$1,147	\$1,173
National Math Honor Society	\$1,122	\$1,147	\$1,173
National Social Science Honor Society	\$1,122	\$1,147	\$1,173
National Spanish Honor Society	\$1,122	\$1,147	\$1,173
New Entrance Assistance Team (2)	\$749	\$766	\$783
Outdoors Club (2)	\$310	\$317	\$324

PM High School (35 Weeks)	\$8,014	\$8,195	\$8,379
Political Action Group	\$749	\$766	\$783
Quiz Team	\$310	\$317	\$324
Reality Check Financial Literacy Fair	\$1,327	\$1,356	\$1,387
Regional Science Fair Teacher Coordinator	\$773	\$790	\$808
Ropes Course Manager	\$464	\$474	\$485
SAT Prep Course (English)	\$4,454	\$4,554	\$4,656
SAT Prep Course (Math)	\$4,454	\$4,554	\$4,656
Senior CAPSTONE Advisor (2)	\$418	\$428	\$437
The SHS Medical Club	\$310	\$317	\$324
Helping Hands	\$310	\$317	\$324
Special Peer Connections (2)	\$749	\$766	\$783
*Speech & Debate Asst Coach	\$3,528	\$3,607	\$3,688
*multiple assistants will be appointed at t stipend is	his amount, de s not split	pending on stude	ent interest;
Speech & Debate Head Coach	\$7,539	\$7,708	\$7,882
Student Advisory Committee Advisor	\$1,122	\$1,147	\$1,173
Student Council Advisor	\$3,729	\$3,812	\$3,898
Town Crier (HS newspaper)	\$2,064	\$2,111	\$2,158
Trail Course Manager	\$464	\$474	\$485
Tri-M Music Honor Society	\$1,122	\$1,147	\$1,173
Ukulele Club	Year 2 \$100	TBD	TBD
Ultimate Frisbee	\$310	\$317	\$324
Unified Club	\$310	\$317	\$324
Varsity Math Team Coach (1)	\$898	\$918	\$939
Virtual High School Coordinator	\$3,840	\$3,926	\$4,015
Yearbook Advisor (2)	\$3,994	\$4,084	\$4,176

## **APPENDIX D**Shrewsbury Public Schools

#### **Extra Duty Assignments**

Middle School Stipends (per building)					
Position	2022-23 2023-24 20 (3%) (2.25%) (2				
ASAP Advisor (5-8)	\$287	\$294	\$300		
Assistant Oak Yearbook Advisor	\$749	\$766	\$783		
Chess Club Advisor	\$374	\$382	\$391		
Coordinator of Preservice Training	\$1,495	\$1,528	\$1,563		
Assistant Math Counts	\$374	\$382	\$391		
Lead Math Counts	\$749	\$766	\$783		
Maker Monday OMS	\$271	\$277	\$283		
OMS Grade 8 Advisor (3)	\$722	\$738	\$755		
OMS Community Service & Leadership	\$722	\$738	\$755		
OMS Science Olympiad Assistant	\$722	\$738	\$755		
Peer Mediation Advisor (2)	\$749	\$766	\$783		
Science Olympiad	\$1,122	\$1,147	\$1,173		
SMS Student Voice Advisor	\$676	\$691	\$706		
SMS Student Voice Crew Leaders	\$374	\$382	\$391		
SMS Extension Summer Enrichment Dir	\$7,072	\$7,231	\$7,394		
*Speech & Debate Assistant Coach	\$493	\$504	\$516		
*multiple assistants will be appointed at this amount, depending on student interest; stipend is not split					
Speech & Debate Head Coach	\$1,417	\$1,449	\$1,482		
Student Council Advisor (2)	\$722	\$738	\$755		
**Oak Yearbook Advisor	\$1,122	\$1,147	\$1,173		
Sherwood Yearbook Advisor	\$1,872	\$1,914	\$1,957		

<sup>\*\*</sup>Lower than Sherwood due to assistant role

# APPENDIX D Shrewsbury Public Schools Extra Duty Assignments

Elementary School Stipends						
Position	2022-23 2023-24 202 (3%) (2.25%) (2.2					
Coordinator of Preservice Training-Elem	\$1,495	\$1,528	\$1,563			
Elementary Enrichment Program Director	\$9,572	\$9,787	\$10,007			
Student Council (Beal, Coolidge, Floral, Paton, Spring	\$515	\$527	\$538			
District Wid	e Stipends					
Position	Position 2022-23 2023-24 2024-2 (3%) (2.25%) (2.25%					
DI Coordinator	\$2,990	\$3,057	\$3,126			
DI Assistant	\$749	\$766	\$783			
Visual Arts Exhibitor Coordinator	\$1,119	\$1,144	\$1,169			
Visual Art Displays/Competitions (MS & HS)	\$482	\$493	\$504			
Visual Art Displays/Competitions (Elem.)	\$482	\$493	\$504			

#### APPENDIX D

#### **Shrewsbury Public Schools**

#### **Extra Duty Assignments**

Music/Drama Stipends					
Position 2022-23 2023-24 (3%) (2.25%)					
Piano Technician	\$2,360	\$2,413	\$2,467		
HS Marching/Pep Band	\$2,802	\$2,865	\$2,929		
HS Concert Band/Wind Ensemble	\$1,868	\$1,910	\$1,953		
HS Jazz Band	\$1,868	\$1,910	\$1,953		
HS A Capella Choir	\$1,868	\$1,910	\$1,953		
HS Mixed Choir	\$1,868	\$1,910	\$1,953		
Freshman Choir	\$1,868	\$1,910	\$1,953		
Treble Choir Honors	\$1,868	\$1,910	\$1,953		
HS Orchestra	\$1,868	\$1,910	\$1,953		
HS Chamber Orchestra	\$1,868	\$1,910	\$1,953		
HS Fall Play Director	\$2,966	\$3,033	\$3,101		
HS Fall Play Costume Design	\$652	\$667	\$682		
HS Fall Play Production Manager	\$445	\$455	\$465		
HS Technical Director - Fall Play	\$1,118	\$1,143	\$1,168		
HS Set Design/Construction – Fall Play	\$2,244	\$2,295	\$2,347		
HS Drama Coach (Spring Competitive)	\$2,617	\$2,676	\$2,736		
HS Competitive Play Director	\$3,541	\$3,621	\$3,702		
HS Competitive Play Set Design/Construct	\$2,200	\$2,250	\$2,300		
HS Competitive Play Costume Design	\$445	\$455	\$465		
HS Competitive Play Production Manager	\$445	\$455	\$465		
HS Accompanist (per concert)	\$366	\$374	\$382		
MS Chorus Accompanist (per concert)	\$276	\$282	\$289		
Oak Band/Marching 8	\$949	\$970	\$992		
Oak Band 7	\$949	\$970	\$992		
Oak Select Band	\$1,760	\$1,800	\$1,840		
Oak Select Orchestra	\$1,760	\$1,800	\$1,840		
Oak Jazz Band	\$1,553	\$1,588	\$1,624		

Oak Chorus 8	\$869	\$889	\$909
Oak Chorus 7	\$869	\$889	\$909
Oak Select Chorus	\$1,760	\$1,800	\$1,840
Oak Orchestra 8	\$869	\$889	\$909
Oak Orchestra 7	\$869	\$889	\$909
Oak Musical Director (Stage)	\$2,656	\$2,716	\$2,777
Oak Musical Music Director	\$2,656	\$2,716	\$2,777
Oak Musical Technical Dir/Set Design	\$2,656	\$2,716	\$2,777
Oak Musical Choreographer	\$1,329	\$1,359	\$1,389
Oak Musical Costume Design	\$632	\$647	\$661
Oak Musical Production Manager	\$632	\$647	\$661
Oak Musical Pit Musician	\$563	\$576	\$589
Oak Fall Play Director	\$2,212	\$2,262	\$2,313
Oak Fall Play Technical Dir/Set Design & Instruction	\$2,212	\$2,262	\$2,313
Oak Fall Play Costume Design	\$632	\$647	\$661
Oak Fall Play Production Manager	\$632	\$647	\$661
Sherwood Band 6	\$485	\$496	\$507
Sherwood Band 5	\$485	\$496	\$507
Sherwood Chorus 6	\$485	\$496	\$507
Sherwood Chorus 5	\$485	\$496	\$507
Sherwood Orchestra 6	\$485	\$496	\$507
Sherwood Orchestra 5	\$485	\$496	\$507
Sherwood Musical Director	\$1,328	\$1,358	\$1,388
Sherwood Musical Music Director	\$1,328	\$1,358	\$1,388
Sherwood Musical Tech Dir/Set Design	\$1,328	\$1,358	\$1,388
Sherwood Musical Choreographer	\$664	\$679	\$695
Sherwood Musical Costume Design	\$475	\$486	\$496
Sherwood Musical Production Manager	\$475	\$486	\$496
United Sound Orchestra	\$1,848	\$1,889	\$1,932
United Sound Special Ed Professional	\$1,848	\$1,889	\$1,932
United Sound Band	\$1,848	\$1,889	\$1,932
Beal Chorus (2)	\$620	\$634	\$648
Coolidge Chorus	\$476	\$487	\$498

Floral Chorus (2)	\$620	\$634	\$648
Paton Chorus	\$476	\$487	\$498
Spring Chorus	\$476	\$487	\$498
Elementary Accompanist (per chorus)	\$237	\$242	\$248

#### APPENDIX D

#### **Shrewsbury Public Schools**

#### Extra Duty Assignments

Annual HS Musical				
Position	2024-25 (2.25%)			
Director	\$4,427	\$4,527	\$4,628	
Vocal Coach/Pianist	\$3,871	\$3,958	\$4,047	
Orchestra Director	\$645	\$659	\$674	
Lighting Design	\$968	\$990	\$1,012	
Set Design/Construction	\$2,244	\$2,295	\$2,347	
Choreographer	\$2,244	\$2,295	\$2,347	
Artistic Design	\$987	\$1,009	\$1,032	
Costume	\$987	\$1,009	\$1,032	
Technical Director	\$1,548	\$1,583	\$1,619	
Assistant Technical Director	\$652	\$667	\$682	
Production Manager	\$652	\$667	\$682	
Pit Musician	\$676	\$691	\$706	
United Sound	\$676	\$691	\$706	

#### **APPENDIX E**

## Shrewsbury Public Schools New Employee Mentoring/Orientation

The Shrewsbury School Committee (hereinafter "Committee") and the Shrewsbury Education Association (hereafter "SEA") agree as follows:

Both parties recognize the need to properly orient Bargaining Unit Members to the requirements and expectations of the Shrewsbury Public Schools over the course of the first three years of employment. In recognition of this need, therefore, it is agreed as follows:

- (1) There will be an orientation program for Bargaining Unit Members prior to the start of the school year. The length of the orientation program will be up to two days. The SEA will be informed of the specific days of the orientation program prior to the end of the school year. At the time of hire the Bargaining Unit Members will be informed of the dates and the responsibility to attend the orientation program. Attendance at the orientation program is a professional obligation. There is no compensation associated with attendance at the orientation program.
- (2) The President of the SEA (or designee) will be provided time on the orientation program agenda to address the Bargaining Unit Members. This time will also allow for the review and completion of paperwork required to process SEA membership.
- (3) Prior to orientation, the SEA will be provided with a list of the names and school department of each of the Bargaining Unit Members.
- (4) In addition to these orientation-related activities all Bargaining Unit Members will be assigned a mentor to assist the new employee in their first three years of employment in the district. The mentor program and responsibilities will be part of the new staff orientation program. No later than at the new staff orientation meetings, a schedule of required after-school mentor / Bargaining Unit Members district-wide meetings will be provided to each Bargaining Unit Member. Mentors will be scheduled to attend one of the two Bargaining Unit Members orientation days. A mentor who is unable to attend the orientation day session due to personal and/or family scheduling conflicts must inform the Director of Human Resources of the anticipated absence.
- (5) Districts are required by the Department of Education to develop and offer an Employee Induction Program that is designed to support Bargaining Unit Members in their entry to the profession for the first three years of employment. Induction programs must include ongoing orientation and provide mentors who will work with new Bargaining Unit Members.

- (6) Mentor Employee Responsibilities: Provide one-to-one support to a Bargaining Unit Member by meeting for a minimum of ten formal meetings and being available to provide support as needed; participate in mentor training and Bargaining Unit Members orientation (see item 4 above); arrange for Bargaining Unit Members to observe classes of master employees; complete five peer observations and provide informal feedback to the new staff member.
- (7) In addition to mentor/Bargaining Unit Members activities associated with the new staff orientation program, the number of district-wide after-school meetings for mentor and Bargaining Unit Members will not exceed four (4) per year. The total number of hours for the four meetings will not exceed ten (10) hours. Attendance at these meetings is a professional responsibility of the Bargaining Unit Members and there is no compensation associated with such attendance for the Bargaining Unit Members. PDP's will be granted to Bargaining Unit Members for attendance and completion of work product in the form of a reflective journal.
- (8) The mentor program planning committee will include representation from the SEA and Mentor Program Coordinators. Among the responsibilities of the planning committee is to make necessary adjustments in the mentor program to best meet the needs of both Bargaining Unit Members and mentors. Attempts will be made to differentiate the mentor program for those new staff that are new to both Shrewsbury and teaching versus those educators who are experienced and primarily need information relative to the practices and policies associated with the Shrewsbury Public Schools.
- (9) As required by the Department of Elementary and Secondary Education, individuals who serve as mentors are required to receive training as a mentor during summer orientation for new Bargaining Unit Members. It is agreed that this initial training will not need to be duplicated for each year the individual serves as a mentor. Individuals who complete the mentor training program will be compensated at the after-school professional rate. Mentors will attend four (4) Mentor / District Meetings and ongoing meetings with the new Bargaining Unit Members. Mentors and Bargaining Unit Members will be compensated for any additional after-school meetings called by the administration.
- (10) Mentors will be responsible for providing support to the Bargaining Unit Member for such activities as:
  - (a) Attend one full day training/orientation in August
  - (b) Participate in one after school mid-year retreat
  - (c) Complete Induction/Mentoring Meeting & Observation Logs on an ongoing basis
  - (d) Provide instructional, professional, and personal support
  - (e) Maintain a confidential relationship with the new teacher
  - (f) Participate in a support process for maintaining a mentor/mentee relationship

- (g) Serving as a liaison and resource by connecting Bargaining Unit Members to other district and/or community resources, as needed
- (11) Facilitators/Presenters at the mentor training sessions, orientation, sessions or District-wide meetings will be compensated at the Professional Development Presenters stipend range as outlined in Appendix D for time presenting and preparing.
- (12) Compensation for mentors will be:
  - \$700 for mentoring one (1) new staff
  - \$1,100 for mentoring two (2) new staff
- (13) Compensation for Building-Based Mentors of year 2 and/or year 3 Bargaining Unit Members will be:
  - \$300 for 1 Bargaining Unit Member in Year 2 or Year 3
  - \$500 for 2 Bargaining Unit Members in Year 2 and/or Year 3
  - \$600 for 3 Bargaining Unit Members in Year 2 and/or Year 3
  - \$700 for 4 or more Bargaining Unit Members in Year 2 and/or Year 3

It is understood that if a building has more than 5 year two and year three Bargaining Unit Members, they will be shared across multiple Building-Based Mentors.

- (14) Compensation for Mentor Program Coordinator(s) will be:
  - \$1,000 for each Mentor Program Coordinator
- (15) Mentor / Bargaining Unit Member matches will be made as soon as possible after the hire of the new employee. Mentors should have professional status, be of the same discipline and grade level as the new employee if at all possible.
- (16) Building Based Mentors will be responsible for providing support to Bargaining Unit Members in years two and three of employment for such activities as:
  - (a) Mentor all second year and third year educators in assigned building(s)
  - (b) Meet at least monthly with second year educators in a group setting
  - (c) Coordinate a book study for year three educators that will include monitoring monthly online postings
  - (d) Assist second year and third year educators in documenting hours needed to attain professional licensure
  - (e) Communicate with department chairs, curriculum coaches, and school administrators to support the needs of second year and third year teachers.
  - (f) Attend up to a full-day Mentor Training in August and one, two-hour mid-year Mentor Retreat

## APPENDIX F Side Letters

#### **GUIDELINES COMPENSATORY TIME (RE: FACULTY MEETINGS)**

Per Article III, B, 3 of the SEA contracts, the twice monthly staff meetings represent consolidated time from the portions of the contractual employee day before or after the student day. For each hour of staff meeting time employees may use 30 minutes of their contractual day time by coming in later or leaving earlier (within the two-week window between faculty meetings). These 30 minutes are referred to as compensatory time.

The 30 minutes of compensatory time can only be used for the portion of the employee work-day before/after the regular academic day. The thirty minutes needs to be used within the two-week window between the faculty meetings. The compensatory time cannot be accrued from month to month. The use of compensatory time must be arranged in advance (i.e., an employee who is running late for work may not call in indicating compensatory time is being used).

Some schools require employees to report 30 minutes before the start of the academic day and remain 15 minutes after dismissal time, while other schools require staff to report 15 minutes before and remain 30 minutes after dismissal time. Regardless of the individual schedule that is followed in each building, the use of compensatory time is limited to one 30 minute block every two weeks between the faculty meetings or two 15-minute blocks every two weeks between faculty meetings.

When an employee utilizes compensatory time, they should notify the secretary at the pre-school, elementary and middle school level, and the department director at the high school so the office is aware that the employee will not be in the building. Neighboring classroom employees should work as teams to provide coverage on an as needed basis, (that is, during arrival or dismissal, one employee would watch their class and open the door to the class next door to supervise those students). If an employee is scheduled for a duty during this timeframe the employee needs to secure duty coverage as well. If an employee has difficulty with arranging supervision with a colleague, the appropriate supervisor should be contacted. (May 24, 2005)

#### MIDDLE SCHOOL AGREEMENT

The purpose of this agreement is to clarify the role of Middle School teachers at both Oak and Sherwood during the 15 minutes (7:45-8:00 a.m.) before school that teachers are required by contract to be in the building

Consistent with the mission of Oak Middle School and Sherwood Middle School, the intent is to provide a safe and welcoming environment for students. Students are allowed to arrive in classrooms between 7:45 a.m. and 8:00 a.m. (Arrival after 8:00 a.m. is considered late for school).

In order to provide for general supervision of students in hallways and classrooms it is expected that team teachers will make an effort to be in or near their classrooms as students arrive between 7:45 a.m. and 8:00 a.m.

However, it is recognized that teachers may also need to utilize some of this time to carry out other responsibilities such as meeting with parents, preparing materials, making photo copies, or meeting with teacher colleagues. Should team teachers need to complete these responsibilities, they will secure coverage of supervisors of their classroom by another team member.

While teachers are not required to be in their classrooms during this 15-minute period, it is the goal to provide an informal system of supervision of students. Respecting the professionalism of the Middle School staff at Oak and Sherwood it is expected a teacher will intervene as necessary to keep a safe environment in the building, regardless if the student(s) is assigned to that particular teacher's classroom or not.

Signed by Dale Magee on June 20, 2014 Signed by Gary Chalmers on June 14, 2014

#### REPORT CARDS

The only formal grade reporting for grades K-8 will be report cards on a trimester basis with narrative comments on trimester 2 and 3 report cards only. However, this clause does not preclude parent access to grade information. Employees must communicate directly with parents in a timely manner when academic performance places the student in danger of failing or if student performance changes significantly.

# EDUCATOR EVALUATION AUGUST 25, 2022 - AUGUST 24, 2025 Shrewsbury Education Association

## APPENDIX G EDUCATOR EVALUATION PROCESS AND PROCEDURES <u>Table of Contents</u>

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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.
- (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 such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- (D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- (E) Common Assessments: Common assessments shall mean identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post-tests, unit and course assessments, performance assessments, and capstone projects.
- (F) \*Educator(s): Inclusive term that applies to all classroom teachers and caseload educators unless otherwise noted.
- (G) \*Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - (i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year 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 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 or less for Educators with PTS who are rated needs improvement.
  - (iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least twelve school weeks 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.
- (H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- (I) Expected Impact: shall mean the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments, and where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments. The Department shall establish anticipated student learning gains for statewide student growth measures for guidance.

- (J) **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").
- (K) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
  - (i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation. The Primary Evaluator is responsible for managing the supervision and evaluation process for teachers and support staff in their department or school. The primary evaluator performs one or more observations in the evaluation process. Additionally, the primary evaluator writes the formative and summative evaluation. The primary evaluator works with the Supplementary Evaluator and integrates the work of the latter into the written documents. Both the Primary and the Supplementary Evaluator will collaboratively discuss their plans to observe an Educator during the evaluation cycle.
  - (ii) **Supplementary Evaluator:** The supplementary evaluator performs one or more observations during the evaluation process. The supplementary evaluator also cooperates with the primary evaluator in all aspects of the evaluation process by attending conferences as requested and by submitting documents in a timely manner.
  - (iii) **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 their designee.
  - (iv) Primary and supplementary evaluators will be assigned as indicated below:
    - (a) Multi-Building Departments (preK-12): The primary evaluator for all staff in Physical Education/Health/Family and Consumer Science, Foreign Languages, ESL/ELL, Title I, Instructional Technology/Media, Music, and Art is the Department Director. The supplementary evaluator is a Principal or Assistant Principal. The Little Colonials educator(s) will be evaluated by the Director of Physical Education, Health and Family Consumer Science.
    - (b) High **School Departments (9-12):** The primary evaluator for all staff in English, Guidance, Mathematics, Science & Technology, Special Education and Social Studies is the Department Director. The supplementary evaluator is the Principal

or Assistant Principal.

- (c) Middle School Staff (5-8): The Principals and Assistant Principals share the role of primary evaluator for the teachers in Language Arts, Reading, Science & Technology Education, Mathematics, and Social Studies. The Middle School Curriculum Coordinators are the supplementary evaluators for the teachers in Language Arts, Science & Technology Education, Mathematics, and Social Studies. The primary evaluator of the Middle School Curriculum Coordinators is the Assistant Superintendent. The supplementary evaluator is the Principal. Please note new language on the next page, (h), which details new evaluation responsibilities for Middle School Curriculum Coordinators.
- (d) **Elementary Staff (K-4):** The Principal is the only evaluator of classroom and reading teachers at Beal, Coolidge, Paton and Spring Street schools. At Floral Street School, either the Principal or the Assistant Principal will be assigned as the primary evaluator for classroom and reading teachers. There is no supplementary evaluator. The primary evaluator of the Instructional Coach/Curriculum Coordinator is the Principal. The supplementary evaluator is the Assistant Superintendent for Curriculum, Instruction, and Assessment.
- (e) Preschool Staff: All classroom teachers, except the Little Colonials educator(s), will be evaluated by the Principal of the Preschool as the primary evaluator and the Director of PreK-4 Elementary Special Education as the secondary evaluator. ELC Coordinators at the preschool level will be evaluated by the Director for Specialized Programs, and the Principal of the Preschool will be their secondary evaluator. Preschool team chair(s) will be evaluated by the Director of PreK-4 Elementary Special Education Director as the primary evaluator and the Principal of the Preschool as the secondary. Related service providers at the preschool level will be evaluated by the Principal of the Preschool as the secondary evaluator. The Preschool School Psychologist will be evaluated by the Principal of the Preschool as primary evaluator and the Assistant Director for Special Education and Pupil Personnel Services as the secondary evaluator.
- (f) **Split Department/Part Time Staff:** Principals and Directors should consult with the Executive Director of Human Resources in these cases. The Executive Director of Human Resources, in consultation with the President of the Shrewsbury Education Association, will make the determination regarding a.) which Director(s) should be involved in evaluating staff who teach in more than one department or b.) how many observation reports will be required for part time teachers. Teachers on leave: Evaluators should consult with the Executive Director of Human Resources in these cases. The Executive Director of Human Resources, in consultation with the President of the Shrewsbury Education

Association, will make the determination regarding how many observation reports would be required for a teacher on leave for a portion of a school year. No observation reports would be required for a teacher on leave for the entire school year.

- (g) **Department Directors:** Department Directors will be evaluated both as teachers and as administrators. Only the administrator rubric will reside in the online evaluation tool. The primary evaluator of 9-12 directors (except Special Education) is the Principal of the High School. The supplementary evaluator of 9-12 directors is the Assistant Superintendent for Curriculum and Instruction. The primary evaluator for the High School, Middle School, and PreK-4 Special Education Directors is the Assistant Superintendent for Student Services. The supplementary evaluator is a Principal at the appropriate grade span, mutually agreed upon by the Principals, the Special Education Director and the Assistant Superintendent for Student Services. The primary evaluator of preK-12 Multi-Level Department Directors and the Title I Director is the Assistant Superintendent for Curriculum, Instruction, and Assessment of Schools. The supplementary evaluator is a building Principal who will be mutually agreed upon by the Department Director and the Assistant Superintendent for Curriculum, Instruction and Assessment and the Principal(s) involved. The exception is the District Director for Physical Education, Health and Family Consumer Science, who will have the Assistant Superintendent for Community Partnerships & Well-being as primary. The supplementary evaluator is a building Principal who will be mutually agreed upon by the Department Director and the Assistant Superintendent and the Principal(s) involved.
- (h) Group I, II, and IV Directors listed in Appendix C will be primary evaluators of all Unit A members in their respective departments. However, if the number of Unit A members for whom a Special Education, English Language Education, or School Nursing Director is the primary evaluator exceeds 20 individuals, the Central Office administration, in consultation with the SEA (per page 6, section 1 of the Educator Evaluation Agreement), principal(s) and the director, may shift some primary evaluator responsibilities from the director to a principal or assistant principal.

Beginning in the 2019-2020 school year, at Oak Middle School, Group III Middle Level Curriculum Coordinators will be the primary evaluator for at least 50% of Unit A educators in their respective subject areas and will serve as a secondary evaluator for all Unit A educators in their respective subject areas for whom they are not the primary evaluator, where the principal or assistant principal is the primary evaluator.

At Sherwood Middle School, there will be no change to the current arrangement during the 2019-2020 school year, where principals/assistant principals will serve

as primary evaluators of Unit A team teachers and Middle Level Curriculum Coordinators will serve as secondary evaluators. In the 2020-2021 school year, Middle Level Curriculum Coordinators will serve as the primary evaluator for at least one Unit A team teacher in both Grade 5 and Grade 6 (total of two per Curriculum Coordinator). Starting with the 2021-2022 school year, Middle Level Curriculum Coordinators will be primary evaluators for 25% of Unit A team teachers in their respective subject areas. They will be scheduled as secondary evaluators for Unit A educators in their respective subject areas for whom the principal or assistant principal is the primary evaluator, with the understanding that a) no Sherwood Middle School team teacher will have Middle Level Curriculum Coordinators as both primary and secondary evaluators in the same evaluation cycle, and b) each coordinator will consult on the evaluation of any Unit A educator at Sherwood Middle School who teaches in their subject area when they are not the primary or secondary evaluator for that educator.

- (i) **Nurses:** The primary evaluator of the Elementary School Nurse is the Director of Nursing and the secondary evaluator is a Principal or Assistant Principal. The primary evaluator of the Middle School and High School Nurses is the Director of Nursing and the secondary is a Middle School or High School Principal/Assistant Principal. At Parker Preschool the primary evaluator is the Director of Nursing and the secondary is the Principal of the Preschool.
- (i) Special Education Staff: The primary evaluator for ELC Coordinators or severely licensed Intensive Special Education Teachers PreK-12 is an administrator in the Special Education department (usually the Director of Specialized Programs). The secondary evaluator for ELC Coordinators or Intensive Teachers is the Principal, Assistant Principal, or appropriate grade span Special Education Director of that building. The primary evaluator for School Psychologists assigned to the elementary schools is the Principal or Assistant Principal. The supplementary evaluator is the Assistant Director of Special Education and Pupil Personnel Services. The primary evaluator for Special Education Teachers assigned to the elementary schools is the Principal/Assistant Principal. The secondary evaluator is the Director of PreK-4 Elementary Special Education. The related service providers and team chairs' primary evaluator will be an administrator in the Special Education Department and the secondary evaluator will be a Principal/Assistant Principal. For staff assigned to more than one building, the primary and supplementary evaluators will be designated by the Assistant Superintendent for Student Services in consultation with the Executive Director of HR. The primary evaluator for the Middle School Special Education teachers, speech pathologists, therapists, adjustment counselors, team chairs, and school psychologist is the Middle School Special Education Department Director. The Principals and Assistant Principals are the supplementary evaluators. The primary evaluator for the high school Special Education teachers, speech pathologists,

- therapists, team chair, and school psychologists is the high school Special Education Department Director. The Principals and Assistant Principals are the supplementary evaluators.
- (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. In cases where there is no pre-dominate assignment, the principals (including directors where appropriate) will collaboratively determine the assignment. However, from year to year one of the two evaluators within a two-year plan must remain consistent.
- (l) **Notification**: The Educator shall be notified of their primary Evaluator and supplementary Evaluator, if any, at the outset of each new evaluation cycle (please see Timeline on Page 24). The Evaluator(s) may be changed upon notification in writing to the Educator.
- (m) **Evaluation Assignment Changes**: Evaluator assignments may change as the organization changes upon the written mutual agreement of the Shrewsbury Education Association and the Shrewsbury School Committee.
- (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.
- (Q) \*Goal: A specific, actionable, and measurable area of growth or 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. 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. The duration of an observation will be a minimum of five (5) minutes for an unannounced observation and a minimum of five (5) minutes and maximum of no more than one classroom lesson for elementary and one classroom period for middle and high school level for an announced observation. While a typical unannounced formal observation will be approximately 10 to 15 minutes in length, the total duration of an unannounced formal observation may vary at the discretion of the evaluator in order to provide meaningful, professional feedback. An observation will occur in person. Video may be used as evidence in the artifact collection and can be submitted by mutual agreement of the evaluator and the educator. Video will not be used in lieu of an in-person formal observation. In addition, video will not be used as part of informal or formal observations without the mutual agreement of the evaluator and educator. 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 Shrewsbury School Committee and the Shrewsbury Education 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.
- § All professional status staff not placed on an Improvement Plan for 2013-2014 will be deemed "proficient" and placed on a two-year cycle as they enter the new supervision and evaluation system in either the 2013-2014 school year or the 2014-2015 school year.
- (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 Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
  - (i) Standard 1: Curriculum, Planning and Assessment
  - (ii) Standard 2: Teaching All Students
  - (iii) Standard 3: Family and Community Engagement
  - (iv) Standard 4: Professional Culture
  - (v) Attainment of Professional Practice Goal(s)
  - (vi) Attainment of Student Learning Goal(s)
- (Z) \*Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
  - (i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - (ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

- (iii) Elements: Defines the individual components under each indicator
- (iv) Descriptors: Describes practice at four levels of performance for each element
- (AA) \*School Year: A school year shall be defined as 180 weeks of instruction.
- (BB) \*Student Learning Indicator: Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement. For teachers who are responsible for direct instruction, these measures must include student progress on common assessments and, where available, statewide student growth measures.
- (CC) \*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.
- (DD) \*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.
- (EE) \*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.

#### (3) Evidence Used In Evaluation

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

- (A) For educators responsible for direct instruction, 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) Measures of student progress on learning goals set between the educator and evaluator for the school year;
  - (iii) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the state assessment for English Language Learners mandated by the Department of Elementary and Secondary Education;

- (iv) Common assessments of student learning, growth, and achievement.
- (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) Additional 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 and/or Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and ongoing engagement with families;
  - (ii) Evidence of progress towards professional practice goal(s);
  - (iii) Evidence of progress toward student learning outcome's goal(s).
  - (iv) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by others such as the superintendent.

#### (4) Rubrics

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation, and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE. The parties agree that the rubrics as defined by the Department of Elementary and Secondary Education in 2015 will be used. Any proposed changes to the rubrics must be mutually agreed upon by the Shrewsbury Public Schools administration and the Shrewsbury Education Association. Rubric definitions are attached in the Appendix.

There is a commitment from both administration and affected Unit A members to adopt rubrics for the following groups of employees: guidance counselors, psychologist, physical therapist, media specialist, department director, ELC Coordinator. These rubrics shall encompass best practice work created by professional groups and/or the Department of Elementary and Secondary Education, as well as our own work, and will be implemented after review by the Supervision and Evaluation Sub Committee. These rubrics will be implemented gradually across the next three school years; the Department's model for "Specialized Instructional Support Personnel" will be used for such positions unless and until a specific rubric is adopted, with the exception of Directors, who will be using the administrator's rubric.

#### (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 each 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

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:

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

#### (7) Evaluation Cycle: Self-Assessment

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

#### (B) Proposing the goals

- (i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal setting process, school and/or district leaders will provide educators with the school and/or district goals.
- (ii) For Educators in their first year of practice, the Evaluator or their designee will meet with each Educator by October (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- (iii) Unless the Evaluator indicates that an Educator in their 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 and one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- (B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- (C) Educator Plan Development Meetings shall be conducted as follows:
  - (i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - (ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school.
  - (iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must

address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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

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

- (A) In the first year of practice or first year assigned to a school the educator will have a minimum of four and a maximum of six formal observations per school year:
  - (i) This will consist of at least one announced observation by the primary evaluator and one announced observation by the secondary evaluator, when one exists.
  - (ii) In addition, the remaining unannounced formal observations will bring the total number of observations to 4-6 per year.
- (B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - (i) The Educator shall have a minimum of four and a maximum of six unannounced formal observations during the school year.
  - (ii) In addition to the unannounced formal observations, the evaluator or the educator may request an announced observation, and such a request shall be granted up to one time per each evaluator; any additional announced observations shall be at the discretion of the primary evaluator.
  - (iii) The duration of an observation will be a minimum of five (5) minutes for an unannounced observation and a minimum of five (5) minutes and maximum of no more than one classroom lesson for elementary and one classroom period for middle and high school level for an announced observation. While a typical unannounced formal observation will be approximately 10 to 15 minutes in length, the total duration of an unannounced formal observation may vary at the discretion of the evaluator in order to provide meaningful, professional feedback.

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

- (A) The Educator whose overall rating is proficient or exemplary will have a minimum of two and a maximum of five unannounced formal observations per year.
- (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.

#### (11) Observations

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

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

#### (A) Unannounced Observations

- (i) Unannounced observations may be in the form of partial or full-period classroom visitations, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. In keeping with current practice, observations or data collected during an informal walkthrough by the evaluator, or during group observations such as "learning walks", "instructional rounds", or other group observation techniques, may be used as evidence as part of the supervision and evaluation process, but only if discussed or shared with the educator within five school days of the visit. (Note: This does not refer to situations where someone accompanies an evaluator during a formal observation, such as when an aspiring administrator is being trained in evaluation practices.)
- (ii) Whenever practical the Educator will be notified before the Evaluator leaves the classroom that the just concluded observation was a formal unannounced

- observation. If this is not practical the Educator will be notified by the end of the following school day that the observation was a formal unannounced observation.
- (iii) Post observation conversations are required within at least 5 school days of the observation.
  - (a) First year teachers will receive a face-to-face post observation dialogue for all of their formal observations along with written feedback.
  - (b) Year two and three non-professional status teachers and all professional status teachers will receive a face-to-face post observation dialogue for at least 50% of their formal observations, along with written feedback. These educators can request more face-to-face feedback and such a request shall be granted.
  - (c) Written feedback shall be provided within 5 school days of the post-observation dialogue, or within 5 school days of the observation if no face-to-face post observation feedback occurs.
  - (d) For any standard where the Educator's practice is leading towards the evaluator to consider a rating of unsatisfactory or needs improvement for that standard the feedback must:
    - (1st) Describe the basis for the Evaluator's judgment
    - (2nd) Describe actions the Educator should take to improve their performance
    - (3rd) Identify support and/or resources the Educator may use in their improvement
    - (4th) State that the Educator is responsible for addressing the need for improvement
- (iv) 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

(i) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- (ii) Within 5 school days prior to 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.
- (iii) Within 5 school days following 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.
- (iv) 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 is leading toward the evaluator to consider a rating of 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 their performance.
  - (3rd) Identify support and/or resources the Educator may use in their 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 their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- (D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- (E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- (F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- (G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- (H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- (I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- (J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- (A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- (B) The Formative Evaluation report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- (C) By January 30, and again by April 30 in advance of the Formative Evaluation report, the Educator shall provide to the Evaluator evidence of the applicable standards, 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. Please see timeline chart on page 114 of this document for additional information and deadlines.
- (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 the established timeline for Non-Professional Status Educators and by the established timeline for Professional Status Educators
- (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 goal
- (C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives
- (D) The summative evaluation rating must be based on evidence from multiple categories of evidence
- (E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice
- (F) Before the due date for the Summative Evaluation report established on the timeline chart listed on page 114 of this document the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards
- (G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth

  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 the date established on the timeline chart listed on page 114 of this document.
- (H) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the date established on the timeline chart listed on page 114 of this document.
- (I) 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 the date established on the timeline chart listed on page 114 of this document. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the date established on the timeline chart listed on page 114 of this document.

- (J) 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 the date established on the timeline chart listed on page 114 of this document.
- (K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- (L) The Educator shall sign the final Summative Evaluation report by the date established on the timeline chart listed on page 114 of this document. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- (M) The Educator shall have the right to respond in writing to the summative evaluation, which shall become part of the final Summative Evaluation report.
- (N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

# (15) Educator Plans – General

- (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 of 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. A Formative Evaluation Report is completed at the end of year 1 and a Summative Evaluation Report at the end of year 2.

#### (18) Educator Plans: Directed Growth Plan

Please see Article19 J on pages 110-111 of this document for more details on each of the items listed below:

- (A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- (B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- (C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1.
- (D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the

next Evaluation Cycle.

(E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

#### (19) Educator Plans: Improvement Plan

- (A) Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- (B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan according to Article 19 J on pages 110-111 of this document, and the chart presented on page 113 of this document.
- (C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan, but at least annually and in no case later than June 1.
- (D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- (E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- (F) The Improvement Plan process shall include:
  - (i) A support team shall be put in place for any educator rated as needs improvement or unsatisfactory. The support team will consist of the educator, principal or assistant principal, department director, a Shrewsbury Education Association representative, and other invited professionals that have been mutually agreed upon.
  - (ii) Within twenty school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall meet with the Educator and the Support Team to discuss the Improvement Plan. The final draft of the improvement plan shall be completed within twenty school days after the meeting. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator. Please see Article19 J on pages 110-111 of this document

for more information.

## (G) The Improvement Plan shall:

- (i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- (ii) Describe the activities and work products the Educator must complete as a means of improving performance;
- (iii) Describe the assistance that the district will make available to the Educator;
- (iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
- (v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- (vi) Identify the individuals assigned to assist the Educator, which must include minimally the Supervising Evaluator; and include the signatures of the Educator and Supervising Evaluator
- (H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- (I) Any educator with professional status who is on a Self-Directed Growth Plan, and whose rating is changed from "proficient" or better to "needs improvement" or "unsatisfactory" at the formative or summative evaluation point of an evaluation cycle, shall have the equivalent of one school year to demonstrate improvement.
- (J) Consistent with current practice, the staff member placed on a Directed Growth or Improvement Plan shall have a support team. A Directed Growth Plan will be developed jointly by the evaluator and the educator, while an Improvement Plan will be developed by the Evaluator, with input from the support team. Additionally, support team formative and summative evaluation meetings for educators on an Improvement Plan will include the Director of Human Resources and the Superintendent of Schools. Any staff placed on a Directed Growth or Improvement Plan shall have SEA/MTA representation.
  - (i) A Directed Growth Plan or an Improvement Plan established for an educator who was previously rated "proficient" or better and who receives a rating of "needs improvement" or "unsatisfactory" at the summative evaluation point of any Self-

directed Growth Plan, or at the formative evaluation point of a two-year Self-Directed Growth Plan, will be designed to take place during the following school year. The plan will include a formative evaluation by February 15 and a summative evaluation by June 1 of the following school year. The plan may include activities that occur during the summer before the following school year begins.

- (ii) A Directed Growth Plan or an Improvement Plan established for an educator who was previously rated "proficient" or better and who receives a rating of "needs improvement" or "unsatisfactory" at the formative evaluation point of a one-year Self-directed Growth Plan will be designed to take effect during that same school year and will continue into the following school year for the equivalent of one school year. The dates established for the formative and summative evaluations for such a plan will be determined based on a school year lasting 36 school weeks; i.e., the plan shall last the equivalent of one school year with the formative and summative evaluations taking place on dates that would generally align with the February 15 and June 1 dates noted above.
- (iii) An educator who was previously rated "proficient" or better and who receives a rating of "needs improvement," will be placed on a Directed Growth Plan designed to last the equivalent of one school year. However, if at the formative assessment point of the Directed Growth Plan the educator is rated "unsatisfactory," the educator will then be placed on an Improvement Plan. If the Directed Growth Plan is aligned with the typical school year calendar, the minimum duration of this Improvement Plan will be for the remainder of that school year, with a summative evaluation by June 1, at which time a recommendation for dismissal may be made if the educator is not demonstrating proficiency or substantial progress towards proficiency. If the Directed Growth Plan is not aligned with the typical school year calendar (as in "D" above), and the educator is placed on an Improvement Plan at the formative point of the Directed Growth Plan, the summative evaluation for the Improvement Plan will minimally take place by a date generally aligned with the June 1 date referenced above, based on a 36 week school year.
- (iv) If an educator is placed on a Directed Growth Plan of one school year in duration, and at the summative evaluation point of that Directed Growth Plan the educator is rated "proficient" or better, the educator will be placed on a Self-directed Growth Plan for the next evaluation cycle. If the educator on a Directed Growth Plan is not rated at least proficient at the summative evaluation point of the Directed Growth Plan, the educator will be placed on an Improvement Plan (i.e., at the end of a Directed Growth Plan an educator must either return to a Self-directed Growth Plan or be placed on an Improvement Plan). The duration of the Improvement Plan will be determined by the primary evaluator; the minimum duration of the Improvement Plan will be 12 school weeks and the maximum duration will be one school year.

- (v) If the performance of an educator who was placed on an Improvement Plan is determined to have improved to "proficient," the educator will be placed on a Self-directed Growth Plan. If the performance of the educator who was placed on an Improvement Plan is determined to be "making substantial progress toward proficiency," the educator will be placed on a Directed Growth Plan; the duration of that plan will be determined by the primary evaluator, with a minimum duration of 12 school weeks.
- (K) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - (i) All determinations below must be made according to the specific situation reflected in the chart on page 113 of this document. One of these decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved their 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 their summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their 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.

Professional Status Educator's Previous Rating	Professional Status Educator's New Rating	Professional Status Educator's New Plan	Length of Plan
Proficient or better	Proficient or better	Self-directed Growth Plan	Two school years
Proficient or better	Needs improvement	Directed Growth Plan	One school year
Proficient or better	Unsatisfactory	Improvement Plan	One school year
Needs improvement	Proficient	Self-directed Growth Plan	Two school years
Needs improvement	Unsatisfactory (rating given at formative evaluation)	Improvement Plan	Minimum of remainder of same school year; maximum of one school year
Needs improvement	Unsatisfactory (rating given at summative evaluation)	Improvement Plan	Minimum of 12 school weeks; Maximum of one school year
Unsatisfactory	Proficient	Self-directed Growth Plan	Two school years
Unsatisfactory	Substantial progress towards proficiency at formative or summative	Directed Growth Plan	Minimum of 12 school weeks; maximum of one school year
Unsatisfactory	Not making substantial progress towards proficiency, or remaining unsatisfactory	Recommendation to the Superintendent for dismissal	n/a

Activity:	Completed By:
Educators will be notified of their primary evaluator	Within 15 school days of the start of the school year
Self-Assessment, Goals, and Educator Plan entered into Baseline Edge and submitted to supervisor	October 22nd (if falls on weekend, defaults to Monday)
Self-Assessment, Goals, and Educator Plan approved by supervisor	November 6 (if falls on weekend, defaults to Monday)
Formal Classroom Observations (First Year Teachers without Professional Status). Minimum of 2 observations by January 15; and additional observations, including post conferences, by April 1 When required or requested, face-to-face dialogue will take place within 5 school days prior to the observation. The post conference will take place within five school days following the observation. The observation form will be completed and provided to the educator within 5 school days after the post conference. Educators will sign off within 7 school days of receipt.	January 15 (if falls on weekend, defaults to Monday)  April 1 (if falls on weekend, defaults to Monday)
Formal Classroom Observations (Year Two and Three Teachers without Professional Status). Minimum of 2 observations by January 15; and additional observations, including post conferences, by April 1 When required or requested, face-to-face dialogue will take place within 5 school days prior to the observation. The post conference will take place within five school days following the observation. The observation form will be completed and provided to the educator within 5 school days after the post conference. Educators will sign off within 7 school days of receipt.	January 15 (if falls on weekend, defaults to Monday)  April 1 (if falls on weekend, defaults to Monday)
Formal Classroom Observations (Teachers with Professional Status). Minimum of 2 observations by March 15 of each year, any remaining optional observations, including post conferences, by April 30, including post conferences (if applicable)  When required or requested, face-to-face dialogue will take place within 5 school days prior to the observation. The post conference will take place within five school days following the observation. The observation form will be completed and provided to the educator within 5 school days after the post conference. Educators will sign off within 7 school days of receipt.	March 15 (if falls on weekend, defaults to Monday)  April 30 (if falls on weekend, defaults to Monday)

Rolling Evidence Submission: Evidence submission will occur on a "rolling" basis throughout the year with reminders to educators provided on January 30 and April 30.	Reminder Dates: January 30 (if falls on weekend, defaults to Monday)
Professional Status Educators on Self Directed Two Year Plans do not need to submit evidence in year 2 for a standard/indicator for which they submitted evidence in year 1, unless it is their preference to do so.	April 30 (if falls on weekend, defaults to Monday)
Formative Assessment (Teachers without Professional Status) Formative Assessment (Teachers with Professional Status on a 1 year self-directed growth plan)  Educators will sign off within 7 school days of receipt.	February 15 (if falls on weekend or school vacation week, defaults to the Monday)
Summative Assessment (Teachers without Professional Status) The final evaluation including conference and written report is due by April 30l  Educators will sign off within 7 school days of receipt.	April 30 (if falls on weekend, defaults to Monday)
Formative Assessment (Teachers with Professional Status Year 1 of 2 year plan). The formative evaluation including conference and written report is due by June 1.  Educators will sign off within 7 school days of receipt.	June 1 (if falls on weekend, defaults to Monday)
Summative Assessment (Teachers with Professional Status Year 2 of 2 year plan) The final evaluation including conference and written report is due by June 1.  Educators will sign off within 7 school days of receipt.  Please note that all information must be completed in Baseline Edge and signed off on by all parties according to the timeline above, but in no circumstance or exception beyond the last day of the school year, due to reporting requirements by DESE.	June 1

#### (20) 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.

#### (21) Using Student/Staff Feedback

Student feedback results shall be used for the purpose of self-reflection and to inform the goal setting and educator plan development process, which includes collaborative dialogue between the educator and their primary evaluator regarding the educator's student feedback results which helped drive goal setting and plan development.

The educator and the evaluator shall mutually agree upon the intended age-appropriate method for seeking student feedback prior to the end of the current educator plan. Any feedback instrument that the educator and evaluator mutually agree upon will be beneficial to the educator plan may be used. If the evaluator and educator cannot mutually agree upon a feedback tool, the identified age-appropriate default feedback tool will be used. Once a feedback mechanism is decided, it shall be documented in the educator evaluation tool, and the educator will inform students that identifying themselves on the feedback tool is not required.

Each PreK-4 classroom teacher shall collect feedback from 100% of students who are assigned to them for morning meeting in PowerSchool.

Classroom teachers at the 5-12 levels shall collect feedback from a minimum of 50% of their students.

Non- classroom K-12 specialists (including, but not limited to visual arts, performing arts, physical education, health, family consumer sciences, special education specialists) with a caseload up to 200 students shall collect feedback from a minimum of 50%. Those with a caseload greater than 200 students shall collect feedback from a minimum of 100.

All members of Unit A who are also members of the District Leadership Team shall solicit feedback from both students and staff members.

All educators are ensured the opportunity to provide feedback on administrators in a manner that assures the confidentiality and anonymity of the identity of the educator.

#### (22) Artifacts/Evidence for Professional Status Teachers

Professional Status Educators shall demonstrate proficiency in all Standards and indicators, and progress towards Professional Practice and Student Learning Goals through artifacts submitted by the educator or through evidence cited by an evaluator in observations. As part of the Educator plan meeting in the fall, the evaluator will identify which indicators the educator is deemed proficient in and enter them into the educator evaluation tool. The evaluator and educator will mutually discuss which indicators to focus on during the cycle.

Each artifact should be accompanied by a two - three sentence reflection about the artifact and why it was chosen to be uploaded as evidence. Educators will submit 6-8 artifacts per cycle in most cases. For those educators on a two year plan this means submitting 3-4 artifacts per year. For educators on a one-year plan, this means 6-8 artifacts. Additional artifacts may be requested by the evaluator if they need more evidence to fairly evaluate the educator's performance.

#### (23) Artifacts/Evidence for Non-Professional Status Teachers

Non-Professional Status Educators shall demonstrate proficiency in all Standards and Indicators, and progress towards Professional Practice and Student Learning Goals through artifacts submitted by the educator or through evidence cited by an evaluator in observations. Educators should submit artifacts that show how they are meeting all Standards and Indicators unless the evaluator identifies Indicators the educator is deemed proficient in and enters it into the educator evaluation tool.

Each artifact should be accompanied by a two - three sentence reflection about the artifact and why it was chosen to be uploaded as evidence. Educators will submit 6-8 artifacts per year.

#### (24) 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 they 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 sub-committee, which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties. The parties agree that there will be a need to review and revise this Evaluation Procedure as necessary, and the parties agree to the following:
  - To jointly review the Evaluation Procedure up to three times per school year as determined by mutual agreement
  - Said review shall include, but not be limited to, the parties amending, by mutual consent, collective bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure. (allows us sign side letters that are of mutual benefit)
  - To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented
- (F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.

- (i) The arbitrator shall have the authority to determine whether or not there was such substantial compliance, provided, however, the arbitrator shall not find there was such substantial compliance if any of the following has occurred:
- (ii) The Educator was not fully and fairly notified by the evaluation of deficits in their performance, and/or the Educator was not given sufficient resources and time to remedy the deficits as provided by this article; and/or
- (iii) The violation in question infected the judgment of the Evaluator.