

AGREEMENT

between the

WALPOLE SCHOOL COMMITTEE

and the

WALPOLE TEACHERS' ASSOCIATION

September 1, 2019 – August 31, 2022

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this AGREEMENT is made this first day of September, 2019, by the SCHOOL COMMITTEE OF THE TOWN OF WALPOLE (hereinafter sometimes referred to as the Committee) and the WALPOLE TEACHERS' ASSOCIATION (hereinafter sometimes referred to as the Association).

ARTICLE I.

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Walpole as economically and efficiently as is possible, and that good morale within the teaching staff of the Walpole Schools is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

A. The Committee, a public body established under and with powers provided by the statutes of the Commonwealth, has final responsibility for establishing the educational policies of the public schools of Walpole. Nothing in this contract shall be deemed to detract from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. All present policies, rules and regulations of the School Committee not changed by this Contract, shall remain in effect until changed by the School Committee.

B. The Superintendent of Schools of Walpole (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies established by the School Committee.

C. The teaching staff of the public schools of Walpole has responsibility for providing the highest possible quality education.

D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, other administrative personnel, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.

E. The Walpole School Committee and the Walpole Teachers' Association desire to maintain a collaborative working relationship on behalf of our students in matters regarding our schools. It is the intent of both parties to keep effective lines of communications open at all times and to involve each other in the ongoing development and evolution of our school district. This mutual interest in our schools will ensure that the best information is available from all sources as we make decisions which affect our students, schools, and the district.

To give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE II.
RECOGNITION

The Committee recognizes the Walpole Teachers' Association for the purpose of collective bargaining as the exclusive bargaining representative of all professional employees of the Walpole Public Schools who may be assigned to one of the following bargaining units:

Unit A: all professional employees of the Walpole Public Schools including all teachers, guidance personnel, school psychologists, school adjustment counselors, nurses, department chairpersons, Pre-K-12 coordinators, extracurricular positions, coaches; but excluding the Director of Feeney Preschool and The Director of Technology. The School Committee also recognizes Education Support Professionals and Title I Instructors as part of the bargaining unit, provided, however, that only Article XXXII of this Agreement shall govern wages, hours and condition of employment for said employees and the remainder of the Agreement shall not be applicable to said employees.

Unit B: all assistant principals and the director of athletics.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "teachers" or professional employees.

ARTICLE III.
NEGOTIATION PROCEDURE

A. 1. The Committee agrees not later than one hundred eighty (180) days prior to the expiration date of this Agreement, to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Committee and the Association.

2. During negotiation, the Committee and the Association will present and exchange points of view and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

3. If the negotiations described in this Section A have reached an impasse, the procedure described in Chapter 150E of the General Laws will be followed.

B. 1. Before the Committee adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to present to the Committee its position on the proposed change provided that it notifies the Committee within ten (10) days after receiving notification of the proposed change. Within twenty (20) days after giving notice to the Committee, the Association and the Committee will meet if necessary to give the

Association an opportunity to present its views. Such policy changes are not negotiable during the duration of this contract.

2. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to said Chapter 150E. The Committee further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours or other conditions of employment to become effective during the term of this Agreement.

ARTICLE IV. GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this agreement.

2. An "aggrieved person" is the person or persons making the claim.

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

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One. A teacher with a potential grievance should first discuss it with his/her principal or immediate supervisor either directly or through a member of the Association's Committee on Professional Rights & Responsibilities (hereinafter referred to as the PR&R Committee) within thirty (30) school days after he/she knew or should reasonably have known of the act or conditions on which the grievance is based with the objective of resolving the matter informally. If the potential grievance is not resolved in

the above manner, the teacher shall present his/her grievance in writing within thirty (30) school days or the potential grievance is considered waived. The principal shall reply in writing within five (5) school days.

2. Level Two. (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the PR&R Committee, and notify his/her principal in writing. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the Superintendent of Schools.

(b) The Superintendent will represent the Administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person, his/her principal, and the PR&R Committee in an effort to resolve it. The Superintendent will answer in writing within five (5) school days after this meeting.

3. Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall meet with the PR&R Committee and the aggrieved person to determine if this should be referred to the School Committee. Within ten (10) school days after receiving the written grievance, the School Committee and the PR&R Committee will meet with the aggrieved person. The ultimate decision on the grievance at Level Three will be rendered by the full School Committee.

4. Level Four. (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she first met with the Committee, he/she may, within five (5) school days after a decision by the School Committee or fifteen (15) school days after he/she has first met with the Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his/her grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of all concerned it may submit the grievance to binding arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of arbitration, the Committee and Association shall attempt to agree upon an arbitrator to hear the dispute. If no agreement is reached within ten (10) school days the grievance shall be submitted by the Association to the American Arbitration Association in accordance with the AAA rules for the arbitration of labor disputes.

(c) The arbitrator will issue its decision not later than twenty (20) school days from the date the grievance was first submitted to it for arbitration. The Arbitrator's decision

will be in writing and will set forth its findings of fact, reasoning and conclusions on issues submitted. The award or decision made in any such arbitration shall be final and binding on the School Committee, the Association, and the aggrieved employee; provided, however, that no such award or decision shall be inconsistent with any provisions of this Contract or shall be in conflict with any applicable law, ordinance, or by-law.

(d) Any costs for such arbitration as described in this section will be borne equally by the School Committee and the Association.

(e) In the event a grievance is filed on or after May 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth above shall mean calendar days exclusive of Saturdays, Sundays, and legal holidays. The time limits indicated above are maximum unless extended by mutual agreement.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School Committee, by the Teachers' Association, or by the administrators against any party in interest, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented beyond Level Two of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any other teacher organization, the Association shall have the right to be present and to state its views beyond Level One of the grievance procedure.

E. Miscellaneous

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

2. Decisions rendered at all levels of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee.

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

4. Forms for filing grievances shall be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. If at the end of the twenty (20) school days next following occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it,

the grievance shall not have been presented, in writing, at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified.

ARTICLE V.
SALARIES

A. 1. Teachers’/Nurses’ Salary Schedule. Teachers and administrators asked to work beyond their regularly scheduled school year shall receive additional pay based on their per diem rate. Professional development (R&D) work and work under grants will be paid according to contract or grant requirements. See the following Teachers’/Nurses’ Salary Schedule.

Effective September 1, 2019, increase Teachers’/Nurses’ Salary Schedule by one and one-half percent (1.5%):

YEAR 1	BA	BA+15	MA	MA+15	MA+30	MA+45
NH-2	50,852	52,885	55,000	57,199	59,488	61,868
NH-3	53,902	56,058	58,301	60,632	63,057	65,580
4	57,136	59,422	61,798	64,270	66,841	69,514
5	58,850	61,205	63,652	66,198	68,845	71,600
6	60,615	63,040	65,562	68,185	70,912	73,748
7	62,434	64,932	67,528	70,230	73,038	75,960
8	64,306	66,878	69,554	72,337	75,230	78,239
9	66,236	68,885	71,641	74,507	77,487	80,586
10	68,223	70,953	73,791	76,742	79,811	83,005
11	70,269	73,081	76,004	79,044	82,206	85,493
12	72,378	75,272	78,285	81,415	84,671	88,059
13	74,549	77,532	80,633	83,857	87,212	90,700
14	76,786	79,857	83,051	86,373	89,829	93,422
15	79,089	82,253	85,543	88,965	92,523	96,224
16	81,462	84,720	88,109	91,633	95,298	99,111
17	83,906	87,263	90,752	94,383	98,159	102,085

Effective September 1, 2020, increase Teachers’/Nurses’ Salary Schedule by one and one-half percent (1.5%):

YEAR 2	BA	BA+15	MA	MA+15	MA+30	MA+45
NH-2	51,615	53,678	55,825	58,057	60,380	62,796
NH-3	54,711	56,899	59,176	61,541	64,003	66,564
4	57,993	60,313	62,725	65,234	67,844	70,557
5	59,733	62,123	64,607	67,191	69,878	72,674
6	61,524	63,986	66,545	69,208	71,976	74,854
7	63,371	65,906	68,541	71,283	74,134	77,099
8	65,271	67,881	70,597	73,422	76,358	79,413

Effective September 1, 2020, increase Teachers’/Nurses’ Salary Schedule by one and one-half percent (1.5%):

YEAR 2	BA	BA+15	MA	MA+15	MA+30	MA+45
9	67,230	69,918	72,716	75,625	78,649	81,795
10	69,246	72,017	74,898	77,893	81,008	84,250
11	71,323	74,177	77,144	80,230	83,439	86,775
12	73,464	76,401	79,459	82,636	85,941	89,380
13	75,667	78,695	81,842	85,115	88,520	92,061
14	77,938	81,055	84,297	87,669	91,176	94,823
15	80,275	83,487	86,826	90,299	93,911	97,667
16	82,684	85,991	89,431	93,007	96,727	100,598
17	85,165	88,572	92,113	95,799	99,631	103,616

Effective September 1, 2021, increase Teachers’/Nurses’ Salary Schedule by one and three-quarters percent (1.75%):

YEAR 3	BA	BA+15	MA	MA+15	MA+30	MA+45
NH-2	52,518	54,617	56,802	59,073	61,437	63,895
NH-3	55,668	57,895	60,212	62,618	65,123	67,729
4	59,008	61,368	63,823	66,376	69,031	71,792
5	60,778	63,210	65,738	68,367	71,101	73,946
6	62,601	65,106	67,710	70,419	73,236	76,164
7	64,480	67,059	69,740	72,530	75,431	78,448
8	66,413	69,069	71,832	74,707	77,694	80,803
9	68,407	71,142	73,989	76,948	80,025	83,226
10	70,458	73,277	76,209	79,256	82,426	85,724
11	72,571	75,475	78,494	81,634	84,899	88,294
12	74,750	77,738	80,850	84,082	87,445	90,944
13	76,991	80,072	83,274	86,605	90,069	93,672
14	79,302	82,473	85,772	89,203	92,772	96,482
15	81,680	84,948	88,345	91,879	95,554	99,376
16	84,131	87,496	90,996	94,635	98,420	102,358
17	86,655	90,122	93,725	97,475	101,375	105,429

A. 2. Administrators' Salary Schedule.

Effective September 1, 2019, increase the salary schedule by one and one-half percent (1.5%):

Elementary and Middle School					
	Step	MA	MA+15	MA+30	MA+45/PhD
	1	94,952	99,211	103,472	113,441
	2	97,688	102,074	106,463	116,733
	3	100,505	105,024	109,543	120,123
High School	1	112,437	115,055	117,673	121,543

Effective September 1, 2019, increase the salary schedule by one and one-half percent (1.5%):

Elementary and Middle School					
-	Step	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45/PhD</u>
	2	115,799	118,498	121,197	125,186
	3	119,264	122,045	124,828	128,942

Effective September 1, 2020, increase the salary schedule by one and one-half percent (1.5%):

Elementary and Middle School					
-	Step	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45/PhD</u>
	1	96,376	100,699	105,024	115,143
	2	99,153	103,605	108,060	118,484
	3	102,013	106,599	111,186	121,925
High School	1	114,124	116,781	119,438	123,366
	2	117,536	120,275	123,015	127,064
	3	121,053	123,876	126,700	130,876

Effective September 1, 2021, increase the salary schedule by one and three-quarters percent (1.75%):

Elementary and Middle School					
-	Step	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45/PhD</u>
	1	98,063	102,461	106,862	117,158
	2	100,888	105,418	109,951	120,557
	3	103,798	108,464	113,132	124,059
High School	1	116,121	118,825	121,528	125,525
	2	119,593	122,380	125,168	129,288
	3	123,171	126,044	128,917	133,166

A.3 Stipends for Team Chairs

A.3 Stipends for Team Chairs

	2019-20	2020-21	2021-22
Team Chair	\$3,000	\$3,000	\$3,000

A.4. Athletic Director Salary Schedule. As of September 1, 2019, the following pay scale will apply.

The Athletic Director understands the Job Description includes administrative duties representing 40% of overall duties.

A.4.a. Athletic Director Salary Schedule.

	1.5%	1.5%	1.75%
Step	2019-20	2020-21	2021-22
1	96,281	97,725	99,435
2	100,095	101,596	103,374
3	103,173	104,721	106,554

Department Heads, Guidance Director, and Pre-K-12 Coordinators will work five (5) days beyond the teachers’ work year one hundred and eighty-three (183 days). If an emergency exists, Department Heads may be asked to work up to an additional five (5) days beyond the one hundred and eighty-eight (188) days. Pre-K-12 Coordinators and Department Heads working beyond the days just previously stated, shall receive additional pay based on the per diem rate of their regular year’s pay. The per diem shall be prorated for less than the full working day.

		9/1/2019	9/1/2020	9/1/2021
Department Head	Art	\$10,605	\$10,605	\$10,605
Department Head	English	\$10,605	\$10,605	\$10,605
Department Head	Foreign Lang.	\$10,605	\$10,605	\$10,605
Department Head	Math	\$10,605	\$10,605	\$10,605
Department Head	Science	\$10,605	\$10,605	\$10,605
Department Head	Social Studies	\$10,605	\$10,605	\$10,605
Department Head	Unified Arts	\$10,605	\$10,605	\$10,605
Department Head	Music	\$10,605	\$10,605	\$10,605
Department Head	Technology	\$10,605	\$10,605	\$10,605
Department Head	Spec. Ed.	\$10,605	\$10,605	\$10,605
Department Head	Nursing	\$10,605	\$10,605	\$10,605
Guidance Director		\$10,605	\$10,605	\$10,605
Elementary Special Education Coordinator		\$10,605	\$10,605	\$10,605
Pre-K-12 Coordinators		\$10,605	\$10,605	\$10,605

A.5. Nurses' Completion of Approved CPR Course. All nurses employed by the Walpole Public Schools must successfully complete an approved CPR course biennially. The entire cost of the course and the certificate shall be borne by the Committee.

A.6 Coaches' Salary Schedule.

	2019-2020			2020-2021			2021-2022		
	BASE	STEP 1	STEP 2	BASE	STEP 1	STEP 2	BASE	STEP 1	STEP 2
GROUP #1 MISC:									
HEAD FOOTBALL	9,784	10,951	12,299	9,784	10,951	12,483	9,784	10,951	12,701
TRAINER	0	0	0	0	0	0	0	0	0
FALL	4,156	4,357	4,636	4,156	4,357	4,706	4,156	4,357	4,788
WINTER	4,157	4,357	4,636	4,157	4,357	4,706	4,157	4,357	4,788
FOOTBALL	0	0	0	0	0	0	0	0	0
1ST ASSISTANT	5,536	5,590	5,914	5,536	5,590	6,003	5,536	5,590	6,108
GROUP #2									
BASKETBALL G/B	5,940	6,522	7,276	5,940	6,522	7,385	5,940	6,522	7,514
HOCKEY G/B	5,940	6,522	7,276	5,940	6,522	7,385	5,940	6,522	7,514
GROUP #3									
SOCCER G/B	4,660	5,126	5,674	4,660	5,126	5,759	4,660	5,126	5,860
FIELD HOCKEY	4,660	5,126	5,674	4,660	5,126	5,759	4,660	5,126	5,860
SPRING TRACK G/B	4,660	5,126	5,674	4,660	5,126	5,759	4,660	5,126	5,860
BASEBALL/SOFTBALL	4,660	5,126	5,674	4,660	5,126	5,759	4,660	5,126	5,860
WRESTLING	4,660	5,126	5,674	4,660	5,126	5,759	4,660	5,126	5,860
LACROSSE G/B	4,660	5,126	5,674	4,660	5,126	5,759	4,660	5,126	5,860
GROUP #4									
GYMNASTICS	3,960	4,427	4,967	3,960	4,427	5,042	3,960	4,427	5,130
WINTER TRACK	3,960	4,427	4,967	3,960	4,427	5,042	3,960	4,427	5,130
TENNIS G/B	3,960	4,427	4,967	3,960	4,427	5,042	3,960	4,427	5,130
VOLLEYBALL	3,960	4,427	4,967	3,960	4,427	5,042	3,960	4,427	5,130
HOCKEY ASS'T G/B	3,960	4,427	4,967	3,960	4,427	5,042	3,960	4,427	5,130
BASKETBALL ASS'T	3,960	4,427	4,967	3,960	4,427	5,042	3,960	4,427	5,130
CROSS COUNTRY	3,960	4,427	4,967	3,960	4,427	5,042	3,960	4,427	5,130
GROUP #5									
BASEBALL/SOFTBALL ASS'T	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150
SOCCER ASS'T G/B	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150
FIELD HOCKEY ASS'T	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150
TRACK ASS'T	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150

	2019-2020			2020-2021			2021-2022		
	BASE	STEP 1	STEP 2	BASE	STEP 1	STEP 2	BASE	STEP 1	STEP 2
FOOTBALL 2ND ASS'T	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150
FOOTBALL FROSH HEAD	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150
SWIMMING G/B	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150
LACROSSE ASS'T G/B	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150
VOLLEYBALL ASS'T	3,322	3,610	4,019	3,322	3,610	4,079	3,322	3,610	4,150
GROUP #6									
BASKETBALL FROSH	2,614	2,913	3,191	2,614	2,913	3,239	2,614	2,913	3,296
CHEERLEADING - FALL/WINTER	2,614	2,913	3,191	2,614	2,913	3,239	2,614	2,913	3,296
BASEBALL/SOFTBALL - FROSH	2,614	2,913	3,191	2,614	2,913	3,239	2,614	2,913	3,296
SOCCER FROSH G/B	2,614	2,913	3,191	2,614	2,913	3,239	2,614	2,913	3,296
FIELD HOCKEY FROSH	2,614	2,913	3,191	2,614	2,913	3,239	2,614	2,913	3,296
FOOTBALL FROSH ASS'T	2,614	2,913	3,191	2,614	2,913	3,239	2,614	2,913	3,296
LACROSSE FROSH G/B	2,614	2,913	3,191	2,614	2,913	3,239	2,614	2,913	3,296
GOLF	2,614	2,913	3,191	2,614	2,913	3,239	2,614	2,913	3,296

(a) Coaching positions are one (1) year appointments. A coach who is re-appointed shall receive the next step on the salary scale.

(b) A coach who is promoted upward from one assistantship to a higher assistantship or to a head coaching position shall start at the base salary for that coaching position.

(c) Coaches who are not being re-appointed shall be notified in writing, if possible, by June 15 of the year preceding the school year for which the program is scheduled to take place.

(d) The stipend for intramural coaches shall be \$22.64 per hour for the 2019-22 school years.

(e) If it becomes necessary to create a new position, the Committee and the Association will meet and discuss the payment for such position. If agreement is reached, that agreement will be reduced to writing.

A.7 Stipends and Site/Event Supervisor Positions

All non-coaching Athletic Department stipends and site/event supervisor positions shall be offered to all active WTA employees first. If no active and qualified WTA member applies for the position then the director of the event, at his/her sole discretion, may employ people outside of the WTA.

TITLE:	2019-2022
Districtwide	
District Costume Coordinator (Middle and High School)	\$1,000
Festival Stipends 20 different at \$50 per	\$1,000
High School	
Faculty Council to NHS (H.S.) X 5	\$126
*Overnight	\$137
International Trip	\$1,372
Book Club	\$628
Chess Club	\$628
Commencement Coordinator	\$628
GSA Club	\$628
Humane Society	\$628
Green Team	\$628
SADD	\$628
Film Festival Assistant Director #1	\$1,000
Film Festival Assistant Director #2	\$1,000
French Club*	\$1,000
German Club*	\$1,000
Latin Club*	\$1,000
Literary Magazine (Cricket)	\$1,000
Mock Trial Team #1	\$1,000
Mock Trial Team #2	\$1,000
Outdoor Adventure Club*	\$1,000
Photography Club	\$1,000
Spanish Club*	\$1,000
Science Olympiad	\$1,000
Art Club	\$1,400
Auditorium Assets Advisor*	\$1,400
Best Buddies Club	\$1,400
Choreographer (musical)	\$1,400
Community Service Club #1	\$1,400
Entrepreneur Club	\$1,400
Junior Achievement	\$1,400
Peer Mediators	\$1,400
PM Club	\$1,400
Project Close Up*	\$1,400
School Store	\$1,400
Student Council #1	\$1,400
Student Council #2	\$1,400
WHS Morning News	\$1,400
Video Club	\$1,400
Academic Decathlon #1	\$1,770
Intramurals	\$1,770
Jazz Band Ensemble	\$1,770
Math Team Club	\$1,770
National Honor Society #1	\$1,770
National Honor Society #2	\$1,770
Prom Coordinator	\$1,770

TITLE:	2019-2022
Senior Class Advisor #1	\$1,770
Senior Class Advisor #2	\$1,770
Camerata	\$1,770
Band Director	\$2,686
School Newspaper (Rebellion)	\$2,686
Web Page Coordinator	\$2,686
Yearbook Advisor #1	\$2,686
Yearbook Advisor #2	\$2,686
Music Director (musical)	\$2,686
Student Council	\$3,500
Dance Ensemble	\$3,500
Speech Debate Team	\$3,500
Drama Director	\$3,500
Film Festival Director	\$4,857
Musical Director	\$4,857
Robotics Team Coordinator*	\$4,857
Student Funds Coordinator	\$6,000
Middle Schools	
News 2x	\$1,428
Ski Club 2x	\$671
Environmental Education 8x	\$797
Curriculum Liaison 10x	\$883
Jazz Ensemble 2x	\$874
Select Chorus 2x	\$874
Team Leaders 12x	\$874
Student Council Advisor 2x	\$1,428
Yearbook Advisor 2x	\$2,766
Theatre Director 2x	\$2,500
Robotics 2x	\$883
Men's Chorus 2x	\$874
Drumline Ensemble 2x	\$874
Pops Orchestra	\$874
Middle School Festival Chorus Ensemble	\$1,000
Middle School Festival Jazz Ensemble	\$1,000
Academic Enrichment	\$1,881
Elementary Schools	
School-wide Tech. Liaison (Elem) 4x	\$177
Student Council Advisor (One per school) 4x	\$200
Team Leaders (one per gr. K-5) 24x	\$290
4 th /5 th Grade Select Choir 4x	\$874
Elementary Art Coordinator	\$2,000
Other	
System-wide Academic Enrichment	\$30

B. All persons on the Salary Schedules will have the option of being paid in either twenty-six (26) installments, or, in June, receiving the balance of their yearly salary in one

lump sum payment. All paychecks will be delivered via direct deposit to a financial institution to be chosen by the employee on the direct deposit payroll form. Payment confirmation will be sent electronically unless Direct Deposit Advice (paper copy) is specifically requested.

C. Teachers appointed after the school year has begun shall be paid on a pro-rated basis according to the percentage of the total number of school days employed.

D. A course will qualify for credit towards the movement from one column to another (i.e., a lane change) if it qualified under the standards set forth in Article XXIII – Professional Development and Educational Improvement, sections A, A1 and A2. Except that advance approval is not required for a course for which tuition reimbursement was not sought. Notice of anticipated change in degree lane must be provided in writing to the Superintendent by November 1 of the year prior to the implementation in order to be effective in the next school year. Official transcripts or other supporting documents acceptable to the Superintendent will be provided to the Assistant Superintendent for Curriculum and Instruction in order to effect a lane change. Lane change documentation submitted after September 1 will occur on the first pay period following October 15th or March 15th of the school year, whichever date first follows the submission of supporting documents, so long as the annual notification was given before November 1st of the prior fiscal year. In addition, bargaining unit members shall be eligible for only one lane change per year.

In-district credit towards a lane change can also be earned by successful participation in or completion of a program, course, committee or other activity offered or approved by the Administration, including without limitation Mentoring, School Council, Strategic Planning Committee, Curriculum Revision Task Force, Technology Training, Self-Directed Study, teaching professional development courses within the district, completing professional development courses offered by the District, and completion of the Sheltered English Immersion (SEI) Endorsement. The Professional Development Committee will determine what constitutes successful participation or completion. The SEI Endorsement for the full 45-hour course shall count as three graduate credits towards the movement from one column to another.

E. Teachers will receive a longevity differential as listed below:

<u>Years of Service:</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
As of September 1, 2019-22	\$1,535	\$1,850	\$2,166	\$2,574

F. Tutoring. The hourly rate for appropriately licensed bargaining unit members performing tutoring services shall be \$40.00, said rate shall be equal to but not less than the previous contract year rate and is to be set at the sole discretion of the Superintendent. The attached documents (Tutoring Procedures, Tutoring Guidelines, and Salary Voucher) shall be followed when tutoring services are performed.

G. Professional Services to Member Collaboratives. Bargaining unit members who provide services to Member Collaboratives shall be compensated at a rate set at the sole discretion of the governing authority of the subject Collaborative.

H. The Association reserves the right to negotiate salaries for any bargaining unit positions that are created.

I. The salary of part-time employees shall be prorated in the proportion which their service bears to that of a full-time schedule. Bargaining unit members shall not be assigned to any teaching and/or non-teaching duties that represent more than the percentage of the full-time assignment for which they are being paid.

ARTICLE VI.
TEACHING HOURS AND TEACHING LOAD

A. Scheduled Day.

1. Starting and Dismissal Times - The starting and dismissal times for students will be left to the discretion of the Committee.

2. Instructional Assignments

(a) High school teachers will not be assigned more than thirty (30) instructional periods over the course of an eight (8) day rotation. Instructional blocks are fifty-six (56) minutes in length. The High School will schedule six (6) periods per day over an eight-day rotation to equal forty-eight (48) periods per rotation cycle. High School teachers will have a minimum of ten (10) planning periods over the course of an eight-day rotation. High School teachers may have up to two (2) PLC periods over the course of an eight-day rotation. High School teachers will have five (5) extra help and duty periods over the course of an eight-day rotation. Duty periods may only include study hall supervision, cafeteria supervision, or hallway supervision. Extra help periods may only include subject-specific interventions, assessment retakes and makeups, or homework club. Teachers will not be required to prepare lessons for extra help periods. On any day where a teacher has a second non-instructional block, he/she may be assigned to a supervisory duty as long as the teacher has their ten (10) planning periods in an eight-day rotation.

Middle School teachers will not be assigned more than 30 instructional periods over the course of a seven (7) day rotation. Instructional blocks are not more than 53 minutes in length. The Middle School will schedule six (6) periods per day over a seven-day rotation to equal forty-two (42) periods per rotation cycle.

(b) The Committee shall not allow a teacher to teach outside the provisions of his/her licensure for more than 20 percent of a full teaching program.

(c) Exceptions to the provisions of Section b above may be made only if the Superintendent (or his/her designee) determines it is necessary and if the teacher involved and the Association are in agreement prior to implementation of the exception.

(d) If a teacher, upon agreement with the Association and the Superintendent, voluntarily agrees to teach beyond the contractual maximum, said teacher will be paid 15% more in salary for one course or 3% more in salary for an additional teaching period per week if they perform all other duties. If there is a shift in duty performance, then both sides will agree to a fair reimbursement.

3. Planning Time - All teachers will, in addition to their lunch period, have planning time during which they will not be assigned to any other duties as follows:

(a) At least one 30-minute period each day for all teachers and specialists in Grades Pre-K-5. Wherever possible, a 30-minute period each day will be provided to an itinerant (traveling) teacher for the purpose of classroom planning. In any event, a total of at least 150 minutes per week will be provided. The 30 minutes prior to classes starting at the elementary level may be considered for teacher planning time.

(b) If on Pre-K-5 teacher's schedule does not include a 30-minute planning period on each day, the teacher and the Association will meet with the building principal to come to a written agreement to allow the noncompliance for that school year. The agreement may be to include two planning periods in one day, may include compensation as per contract for class coverage, or may include some other acceptable solution.

(c) At least one (1) period each day which is at least as long as a typical regular class period as scheduled for that day for High School and Middle School teachers. High School teachers may have a second planning period on a given day of the schedule rotation in order to satisfy Section A. 2. (a) of Article VI.

(d) All middle and high school teachers are entitled to planning time each day that is at least as long as a typical regular class period. The Committee shall provide Middle School teachers with a schedule that allows a second non-instructional block during at least three (3) days of the rotation cycle - - or equivalent time within the scheduled seven-hour ten-minute day - - for the purpose of meeting with team/curriculum colleagues.

(e) In those Grade Pre-K-12 classes where regular substitutes are not available and regular teacher voluntarily agrees to serve as a substitute during his/her non-teaching time, said teacher will be paid an additional \$32 for each period he/she substitutes. Such arrangements will be made by the principal of the school. This provision will be applicable to Grade N-5 teachers who cover for specialists.

4. Supervisory Periods - Effective September 1, 2013, high school teachers shall be assigned no more than two "duty" periods per cycle.

5. Duty-Free Lunch - Duty-free lunch periods for teachers shall be extended to 30 minutes where this can be scheduled within the school day by the building principal. Otherwise the lunch period will revert to 20 minutes.

B. Work Day - The work day, which is the regularly scheduled in-school time for teachers, will be no longer than seven (7) hours and ten (10) minutes long, except that:

1. Unassigned teacher time during the day may be used at the teacher’s discretion, and the teacher need not remain in the school building or grounds. If a teacher wishes to leave the school grounds, the building principal or his/her designee will be notified.

2. Exceptions to B-1 provision may be made under extraordinary conditions at the discretion of the Superintendent of Schools or his/her designee, who will advise the W.T.A. of such necessity and its anticipated duration.

3. Pursuant to Section D of this Article, teachers may be required to remain or return after the end of the regular work day.

C. Work Year - The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than September 1 and terminate no later than June 30. All references in the contract dealing with the length of the school year for teachers should read 183 days. Said 183 days shall be used at the discretion of the Committee in combination with school days for students and professional development for members of the bargaining unit. The “work year” will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days and any other days on which teacher attendance is required. Subject to the approval of the Superintendent, Guidance Counselors may be allowed to work additional days at their per diem rate. Nurses shall work two (2) days beyond the teacher work year immediately prior to the start of the teacher work year at their per diem rate.

2019 – 20 school year	August 26, 2019	No school Friday August 30, 2019
2020 – 21 school year	August 31, 2020	No school Friday September 4, 2020
2021 – 22 school year	August 30, 2021	No school Friday September 3, 2021

and terminate no later than June 30.

1. Classrooms will be available to elementary school teachers at least seven (7) days, excluding weekends, prior to the start of school unless the building must be closed due to structural or safety issues.

2. Either the Superintendent or the Association may initiate discussions about starting the school year before the above listed dates and, by mutual agreement, an earlier start date can be established. Absent mutual agreement, the school year shall not begin prior to the above listed dates.

3. The start of the school year will begin no earlier than September 1 and terminate no later than June 30 if a successor agreement is not in place before September 1, 2022. Either the Superintendent or the Association may initiate discussions about starting the school year before September 1, 2022 and, by mutual agreement, an earlier start date can be established. Absent mutual agreement, the school year shall not begin prior to September 1, 2022.

4. The day before Thanksgiving shall be a half day for teachers.

D. Meetings

1. Teachers may be required to remain after the regular work day or before the regular work day at late elementary buildings without additional compensation for up to one hour to attend the following meetings which will be scheduled on workdays other than Fridays or days prior to holidays or school vacations.

(a) Building Meetings: Ten (10) meetings per year if authorized by the School Principal.

(b) Curriculum Planning Meetings: For High School and Middle School teachers, ten (10) meetings lasting up to an hour. For Elementary School teachers, eight (8) meetings lasting an hour and fifteen minutes---no more than three (3) of which shall be cross-elementary school meetings to take place after dismissal of the late schools. Teachers of the early dismissal schools will be compensated at the enrichment rate for the extra thirty (30) minutes they are working on the cross-elementary school meetings

2. Evening Meetings - Teachers may be required to attend four (4) evening meetings per year. Attendance at all other evening meetings will be at the option of the individual teacher. Teachers may also be required to attend a fifth (5th) evening meeting devoted to curriculum, which shall last no more than 1 hour 30 minutes.

3. Teachers will be notified of all such meetings at least seventy-two (72) hours in advance wherever possible, and must be given, at the time of notification the agenda of the meeting.

E. The President of the Association shall be released from all administrative duties.

F. Exceptions to the provisions of Sections A3, A5 and E above may be made only if the Superintendent of Schools (or his/her designee) determines that is necessary, if the teachers involved are in agreement, and if the Walpole Teachers Association is notified prior to implementation of the exception.

G. Teacher participation in extracurricular activities will be strictly voluntary and teachers will be compensated for certain activities mutually agreed upon by the Association and the Committee.

ARTICLE VII.
CLASS SIZE

The School Committee and the Association recognize that class size is an important factor in providing the highest quality educational experience to all students. The School Committee will, whenever possible, subject to space availability and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. Both the Association and the Committee agree that the desirable goals pertaining to the maximum number of pupils per class will be as follows:

1. Elementary Schools

Kindergarten through Second Grade	22
Third Grade through Fifth Grade	25

2. Middle School and Senior High School 25

3. Science Laboratories, Language Labs, Shops, Home Economics, Art and Physical Education classes are not to exceed the capacity of the available facilities.

4. The above restrictions will not apply to large or small group instruction where this type of instruction is in the interest of more effective teaching.

5. Exceptions to the provisions of Sections 1, 2, and 3 above may be made only if the Superintendent of Schools (or his/her designee) determines that it is necessary, and if the Association is consulted and notified prior to implementation of the exception.

ARTICLE VIII.
SPECIALISTS AND SPECIAL PROGRAMS

- A. Special teachers will be notified of building assignments for the following year prior to the close of school if such information is officially available at that time.

- B. A mileage allowance at the IRS rate per mile shall be paid to all employees who are required to use their cars for interschool travel and/or for any other school related travel which is part of their assigned work day activities.

ARTICLE IX.
NON-TEACHING DUTIES

- A. Teachers may be required to transmit any monies collected for non-educational purposes but will not be required to tabulate them.

- B. Teachers shall not be required to perform time-consuming health services, such as administering eye or ear examinations, and weighing and measuring pupils.

- C. Daily attendance will be taken by teachers and reported to the Principal who will be responsible for keeping the School Registers.

- D. Teachers will not be required to drive pupils to or from activities which take place away from the school building. If the teacher feels it either desirable or necessary, however, the advance approval of his/her immediate supervisor or principal must be obtained.

- E. Teachers will not be responsible for keeping office records.

- F. Exceptions to Item E will be report cards and attendance cards.

G. Middle school teachers may be required to perform recess duty only when such performance will augment the health, safety, or educational conditions in the conduct of the activity; provided that said recess duty is rotated throughout the entire full time staff of the building involved and the teachers performing such duty are given a duty-free lunch and planning time.

H. Elementary School teachers will not be assigned non-teaching duties during the school day.

I. Teachers may be required to perform arrival and dismissal duties as needed within the scheduled seven-hour ten-minute day.

ARTICLE X.
TEACHER EMPLOYMENT

Full credit may be given for previous outside teaching experience upon initial employment. Credit may be given for related work outside the teaching field upon initial employment.

ARTICLE XI.
TEACHER ASSIGNMENT

A. Teachers will be notified in writing of their programs for the upcoming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes they will have, as soon as practicable, but not later than sixty (60) days prior to the start of school. The Association recognizes that unforeseen circumstances may cause changes in assignments after written notices have been given.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will be hired and assigned to positions in accordance with the Licensure Requirements of the Department of Elementary and Secondary Education of the Commonwealth.

C. Changes in grade assignment in the elementary schools and in subject assignment in secondary schools will be voluntary to the extent possible.

ARTICLE XII.
TRANSFERS

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance. However, the School Committee reserves the right to assign teachers to schools as necessary, but will protect the teacher's rights, responsibilities and salary.

A. When reduction in the number of teachers in a school is necessary, volunteers will be considered first for transfer.

B. When involuntary transfers are necessary, a teacher's area of competence, field of licensure, quality of performance, and length of service in the Walpole Public Schools, will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be notified of the reasons for the transfer and will have the opportunity to state his/her views.

C. A list of open positions in other schools will be posted in all school buildings, and teachers affected will be notified.

D. Teachers desiring a transfer or a change in grade or teaching assignment will submit an application to the Superintendent stating the assignment preferred. Receipt of all such applications will be acknowledged by the Superintendent in writing within two (2) weeks.

E. Notice of transfer will be given to teachers in writing within three (3) school days of such decision, but during vacation periods within three (3) calendar days.

F. Before a teacher is assigned or transferred to a particular school, the principal of the school in question will be consulted regarding said assignments or transfer.

ARTICLE XIII.

VACANCIES AND PROMOTIONS

A. Whenever any vacancy in a professional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the faculty bulletin board in every school; such notice will include subject(s) and grade level for which position is posted; such notice to be revised weekly, when necessary. During the months of July and August, such written notices will be posted on the school district website. In both situations, the qualifications of the position, its duties, and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore."

B. Teachers who wish to receive notification of vacancies which occur during the months of July and August may receive the notification described in Section A above, provided that they leave their home e-mail address in the Office of the Superintendent. Except on a temporary basis, no vacancy will be filled within ten (10) working days from the date the notice is received by the Association.

C. All qualified teachers will be given opportunity to make application for such positions, and the Committee agrees to give due consideration to the professional background, length of service in the Walpole School System, and other attainments of all applicants. The School Committee reserves the right, in all instances, to appoint the candidate which in its judgment is the most qualified for the position.

D. Exceptions to B above may be made, under extenuating circumstances, in the interest of effective recruitment.

ARTICLE XIV.
REDUCTION IN FORCE

A. Reduction in Force – In the event it becomes necessary to reduce the number of teachers, they shall be laid off in accordance with the following:

Layoffs shall be conducted within areas of licensure based on the teachers' job performance. A teacher's job performance shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by: 1.) experience in the area of licensure; 2.) an overall rating of Proficient or Exemplary in Standards One (1) and Two (2); 3.) seniority, with the least senior teacher in the discipline targeted laid off first; and 4.) past disciplinary record.

1. A teacher who has attained professional status and whose position is eliminated shall either:

(a) be transferred to an open position for which he/she is highly qualified under the terms of this agreement; or,

(b) replace a teacher in accordance with the lay-off procedures as described in this section provided that he/she is highly qualified under the terms of this Agreement. A teacher reached for lay-off in a specific area of licensure may bump a teacher in another area of licensure using the same criteria as above provided he/she is highly qualified under the terms of this Agreement.

With the approval of the Superintendent, a teacher of a core academic subject who does not meet the qualification requirements set forth above for placement in another position may be granted up to the beginning of the following school year to do so, subject to a waiver approval by DESE. Requests to do so must be submitted in writing to the Superintendent on or before the July 1st following the layoff notice. The Superintendent shall not unreasonably deny such a request.

2. Definitions:

(a) Seniority means a teacher's continuous length of service in years, months, and days as a teacher in the Walpole School System.

(b) For seniority purposes, part-time employment shall be added together and converted to full-time employment e. g. 1 year at 0.4 time and 1 year at 0.6 time equals 1 full year.

(c) Except as required by federal or state law teachers shall receive credit toward seniority for paid leaves but not for unpaid leaves. This shall not affect other rights and benefits that teachers accrue on paid or unpaid leaves, as provided elsewhere in this contract.

3. Procedure:

(a) A list specifying the seniority and date of hire of each member of the professional staff shall be prepared by the School Committee and provided to the Association within thirty (30) days following the execution of the Agreement. An updated seniority list shall be supplied by the Committee annually thereafter.

(b) In cases involving teachers who have identical seniority, preferences for retention or recall shall be given to the teacher who has received the highest degree and level of training, within his/her field of licensure.

4. Administrator Reduction:

Notwithstanding the above, non-administrators may not replace a less senior Administrator. Administrative employees are entitled to the benefits of this Article. When bumping into a teaching position, administrators must meet the requirements set forth in Section A above. Administrative employees may bump less senior Administrative employees only under the following conditions:

(a) A more senior administrator may only bump a less senior administrator of equal rank and within the same level;

(b) For purposes of this Section, levels shall be defined as elementary, middle, and high school. Rank shall be defined as assistant principal.

(c) Any administrator hired on or before September 1, 2005 who is demoted under the terms of the Agreement shall have his/her salary frozen at its rate in the school year prior to the effective date of demotion, and the salary shall remain at this rate until the salary of the new position exceeds that rate. Any Administrator hired after September 1, 2005 shall be placed on the teachers' salary schedule based on the total years of prior service in the district including teaching and administrative positions.

B. Re-call Procedure

1. Employees shall be re-called in inverse order of their layoff. The re-call period for a laid-off teacher shall extend up to August 31 of the year following that year in which an employee is laid off.

2. If a position becomes vacant, the Superintendent will notify the laid-off employee pursuant to Section 1 above by registered mail. The employee shall be responsible for replying to such registered mail no later than two (2) weeks after his/her receipt of same, indicating whether he/she accepts the vacant position. Failure to respond within such time shall result in forfeiture of re-call rights.

3. An employee will have the right to refuse one (1) offer of a vacant position. A second offer must be accepted. If the employee does not accept the second offer, he/she will be removed from the re-call list. Said employee will only be required to respond to offers of vacant positions if said positions are comparable to the position held immediately preceding layoff.

4. The laid-off employee will be responsible for notifying the Superintendent, in writing, of any change in his/her mailing address. The Committee will not be responsible if a laid-off employee does not receive a notice of position opening if such non-receipt is due to the employee's failure to notify the Superintendent of a change in the employee's mailing address.

5. A re-call list shall be compiled and maintained by the Superintendent, and updated as necessary. A copy of the re-call list shall be given to the Association President. The Association President will also be given any revised re-call list or lists.

6. Employees, if recalled, shall retain any and all benefits that they had at the time of their lay-off.

7. An employee, while on the re-call list, shall be entitled to remain a member of the employer's group health insurance plan, provided said employee pays the full cost of his/her share of the group premium cost.

8. A copy of all re-call notifications shall be sent to the President of the Association.

9. The School Committee agrees to offer a letter of waiver of Chapter 71 hearing rights to those teachers with professional status who are laid-off in consideration for placing those teachers on the re-call list and getting benefits of same.

ARTICLE XV.

POSITIONS IN SUMMER SCHOOL, ADULT EDUCATION, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS

A. All openings for summer school and in adult education evening school positions and for positions under federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

B. Positions in the Walpole Summer School, Evening School, Adult Education, and positions under Federal Programs will be to the extent possible filled first by regularly appointed teachers in the Walpole School System where those teachers possess qualifications equal to those of candidates outside the school system.

C. In filling such positions, consideration will be given to a teacher's area of competence, major or minor field of study, quality of teaching performance, attendance record, length of service in the Walpole School System, and, in regard to **summer school**

or evening school, previous Walpole summer school or evening school teaching experience.

ARTICLE XVI.
EDUCATOR EVALUATION SYSTEM

See Appendix A – Educator Evaluation System - attached hereto and made a part hereof.

A. Personnel Files:

1. There shall be only one (1) permanent file for each teacher maintained by the Superintendent which shall contain all data relevant to the work performance of the teacher except as provided below:

a. Principal and/or Supervisor will maintain originals of observation reports written by them and signed by the teacher observed together with any written responses submitted by the teacher.

b. Duplicate copies of written summary evaluations may be retained in the principal/supervisor's file until a teacher attains professional status, at which time the principal/supervisor's copies shall be destroyed. No other file of written evaluations of a teacher with professional status shall be maintained except the file maintained in the Superintendent's Office.

c. Only the following information should be maintained in the personnel file:

1. Educational background materials and vita.
2. Annual summary evaluation reports with backup materials when appropriate to substantiate the report.
3. Materials, such as letters of commendation, or newspaper articles, which the teacher requests.
4. Complimentary materials, which the supervisor submits with the consent of the teacher.
5. Payroll and attendance information.
6. Derogatory material inserted pursuant to subsection 4 below, provided that materials dealing with the processing of a grievance will be separately filed as required in Article IV, E, 3.

2. Upon written request, the Superintendent will make available to a teacher his/her personnel file and he/she will be permitted to make copies of any materials therein.

3. A teacher will be entitled to have an appropriate representative of the Association accompany him/her during any review of his/her personnel file.

4. No material derogatory to a teacher's conduct, service, character or personality will be placed in any file unless the teacher has had the opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof.

The teacher will also have the right to submit a written answer to such material within five (5) days, and his/her answer shall be reviewed and signed by the Superintendent and attached to the file copy.

5. Materials in any teacher's file shall be available only to the teacher or his/her designated representative, the Superintendent or his/her administrative designee, Assistant to the Superintendent, and members of the School Committee. No information obtained from files pursuant to this Article shall be made public in any way (to include but not limited to public School Committee meetings, information released to the media, verbal or written communications, except in connection with legal proceedings conducted pursuant to law).

6. The Superintendent shall insure that materials placed in a teacher's file shall be accurate beyond a reasonable doubt.

ARTICLE XVII. TEACHER FACILITIES

A. Each school will have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.

4. A serviceable desk and chair for each teacher in the Walpole School System.

5. A well-lighted, clean rest room for women and a well-lighted, clean rest room for men.

6. A separate, private dining area for the use of teachers.

B. An adequate portion of the parking lot at each school will be reserved for teacher parking and students will not be allowed to play or loiter in such areas.

C. Exceptions to Section A and/or B above may be made because of physical or financial limitations.

D. The Committee agrees to provide the President of the Association with space for a desk and a telephone with the cost of the equipment to be borne by the Association.

E. The Committee agrees to provide buses during school days for field trips on prior request of the teacher and with the approval of the Superintendent of Schools.

ARTICLE XVIII.
USE OF SCHOOL FACILITIES

A. The Association will have the right to use school buildings without cost at reasonable times for meetings related to the educational process in Walpole. Arrangements shall be made through the Superintendent of Schools who will clear it with the principal of the building in question. Where custodial services are deemed necessary by the Superintendent for meetings not related to the educational process, custodial costs will be borne by the Association.

B. Use of school facilities and equipment for Association use shall be freely granted within reasonable limits. The cost of any materials used will be borne by the Association.

C. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying administrative notices, and Association material. All other materials will be given to the building principal for approval and posting.

ARTICLE XIX.
SICK LEAVE

A. Leave for Birthing Parent

1. Pregnancy and/or related conditions are considered temporary disabling conditions and are therefore creditable to accumulated sick leave. Teachers are to consult with their physicians to determine the most advisable periods for either the temporary cessation of their services or their healthful return to work. Such information is to be provided as soon as possible to unit administrators to enable them to make necessary arrangements for instruction.

2. The teacher shall be eligible to take a leave of absence of up to eight (8) consecutive weeks per child, which shall include the date of delivery. The employee shall notify the Office of Human Resources in writing at least two (2) months prior to the anticipated departure.

3. The teacher on leave shall be entitled to utilize accumulated sick leave. A teacher may receive up to eight (8) weeks' pay per child if they have enough accumulated sick leave.

4. In the event that accumulated sick leave is exhausted, a teacher will be eligible for a leave of absence for such reasonable time as is determined by the attending physician that the female employee will be disabled from performing her duties because of her pregnancy and/or related conditions.

5. A teacher returning from maternity leave during the same school year the leave began will be returned to their position; otherwise, the teacher will be returned to the same position or a comparable position. A person paid for at least ninety (90) days (not

counting days from the Sick Leave Bank. Article XIX) during any school year shall receive credit for a full year for advancement on the salary scale.

B. Leave for Non-birthing Parent:

1. The teacher shall be eligible to take a leave of absence of up to eight (8) consecutive weeks, which shall include the date of delivery. The employee shall notify the Office of Human Resources in writing at least two (2) months prior to the anticipated departure.

2. The teacher on leave shall be entitled to utilize accumulated sick leave. A teacher may receive up to ten (10) days of accumulated sick leave.

3. A teacher returning from non-birthing parental leave during the same school year the leave began will be returned to their position; otherwise, the teacher will be returned to the same position or a comparable position. A person paid for at least ninety (90) days (not counting days from the Sick Leave Bank, Article XIX) during any school year shall receive credit for a full year for advancement on the salary schedule.

C. Adoption Leave:

Bargaining unit members who adopt a child may utilize up to five (5) days of accrued sick leave for adoption-related travel, court appearances, appointments with social workers or adoption agencies or attendance at other meetings or processes required in connection with the adoption of a child; and, adoptive parent(s) may utilize up to ten (10) days of accrued sick leave upon the child's arrival home.

D. Every teacher shall be entitled to fifteen (15) days of sick leave with full pay in each school year unless otherwise stated in this section. If a teacher in his/her first year of employment in the Walpole Public Schools is dismissed or otherwise separated from employment before he/she would have accrued 15 sick days at a rate of 1.5 days per month, any sick days taken beyond those that would have been accrued shall be paid back to the District including but not limited to a deduction from his/her final pay check. Part-time teachers will accrue sick leave at the rate of 15 days per year pro-rated in the proportion which their service bears to that of a full-time schedule. Part-time teachers working 50% or more of a single day will be charged one full day of sick leave for each such day of absence.

E. Cumulative Sick Leave:

1. Cumulative sick leave consists of the fifteen (15) days allowed annually plus the sum of all unused days of prior years.

2. Any teacher who is absent from school because of personal illness for a period of time greater than the 15 days allowed, during any school year, shall receive the benefits of cumulative sick leave.

3. No more than two hundred (200) sick days may be accumulated*

*However, those teachers who have accrued sick days in excess of the cap will be grandfathered for “use” only.

4. A written notice of application for benefit under the cumulative sick leave rule accompanied by a certificate from the teacher’s physician may be required by the Superintendent in order to be considered for the cumulative sick leave allowance. The School Committee reserves the right to require the certificate of the school physician in addition to the above certificate. Failure to comply with the regulations governing the cumulative plan suffices to deprive the teacher of participation therein.

5. If a teacher leaves the system before the expiration of his/her first contract, he/she shall only be entitled to as many sick leave days as months he/she has taught since September at the rate of 1.5 days a month. A teacher hired during the school year shall only be entitled to as many sick leave days as months he/she has taught from the effective date of his/her first contract at the rate of 1.5 days per month.

6. Teachers returning from sick leave following serious illness or injury shall be excluded from all non-instructional duties; i.e. playground, cafeteria, hall duty for that period as has been determined by their consulting physician. Notification of such period is to be provided the principal on their return to school. After a reasonable period of time the School Committee may require an examination by a physician named by it, in order to verify the teacher’s condition.

F. Sick Leave Bank - A sick leave bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness or disability shall be established.

The bank shall maintain a minimum of 200 days. Maintenance shall be construed to mean:

1. A new member may join not later than October 1 or thirty (30) days upon hiring by donating one sick leave day.

2. Existing members may continue their membership by donating one day to the bank’s reserve whenever the minimum of two hundred (200) days is reached.

3. The total contribution per member per school year shall not exceed two days.

All unused days will be carried forward to be used in subsequent years.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed twenty (20) days.

Upon completion of the twenty (20) days, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a sick bank committee consisting of six (6) members. Three (3) members shall be appointed by the Association president with the approval of the Executive Board to serve 3-year terms on a rotating basis. Three (3) members shall be either school administrators or School Committee members appointed by the Superintendent to serve at his/her discretion. The Sick Leave Bank Committee shall elect its own Chairperson. The Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness
2. Prior utilization of all eligible sick leave
3. Length of service in the Walpole School System
4. Propriety of use of previous sick leave

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be subject to appeal to the Executive Board of the Walpole Teachers Association, in writing, and within thirty (30) calendar days after the Sick Leave Bank Committee shall have rendered its decision relative to eligibility and/or amount of leave.

At the discretion of the Sick Bank Committee (SBC), an applicant filing an appeal may be required by the SBC to provide additional medical evidence, including records from a provider, related to the condition for which the sick leave is sought and to cooperate fully with an evaluation by a specialist or physician designated by the SBC, provided that said evaluation is at no cost to the applicant.

G. Employee Assistance Committee - An Employee Assistance Committee, (EAC), consisting of one member of the Association and a representative of the Committee, other than an administrator, shall be established for the purpose of offering information, at the request of a teacher, concerning outside counseling services or other programs designed to assist those with problems of drug or alcohol abuse.

The EAC is intended only as a resource for the purpose set forth herein. Requests will be confidential, and nothing herein shall prejudice or affect the rights of the Committee, the Association or any teacher.

H. Sick Leave Buy Back - An employee who has served in the Walpole School System for at least fifteen years may buy back his/her accumulated sick leave upon retirement into a state or county retirement system. In the event of the death of an employee who has served in the Walpole School System for at least 15 years, his/her estate will receive the monies due under this Article. A staff member with 100 or more accumulated sick days will be able to buy back 10 of those days at their per diem rate or a staff member with 187 or more days may buy back 15 of these days at their per diem rate.

I. One Day of Sick Leave Buy Back For Teachers Employed For The Entire 2009-10 School Year as follows:

Upon the severance of employment of any teacher employed for the entire 2009-10 school year (during or after the 2010-11 school year), who has one or more days of

accumulated sick leave and has had their salary reduced as a result of a Memorandum of Agreement between the Walpole Teachers Association and the Walpole School Committee, the School Department will buy back one day at the teacher's per diem rate.

ARTICLE XX.
TEMPORARY LEAVES OF ABSENCE

A. Teachers will be entitled to the following temporary leaves of absence with pay each school year:

1. A total of two (2) days leave of absence without loss of pay for reasons (personal, legal, household or family matters), which require absence during school hours. Unused personal days may be accumulated to a maximum of three (3) days. The benefits of this paragraph shall not be utilized to extend a holiday or vacation period. However, if a person has a legitimate reason for personal leave the day preceding or immediately following a holiday or vacation period, it may be granted if prior approval has been sought. Unused personal days at the end of each year shall be added to sick leave.

2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or within the school year.

3. (a) In case of death in the immediate family (i.e. mother, father, step-mother, step-father, spouse, brother, sister, daughter, son, step-daughter, step-son) or persons for whom the teacher is responsible (to be determined by the Superintendent), a teacher shall be allowed three (3) days absence without loss of pay. In case of death of a father or mother-in-law, sister or brother-in-law, step-sister or step-brother-in-law, grandparent or step-grandparent, or grandchild or step-grandchild, a teacher shall also be allowed three (3) days absence without loss of pay.

In case of death in the extended family (aunt, uncle, cousin, niece or nephew), a teacher shall be allowed two (2) days absence without loss of pay to attend a memorial service.

(b) For acute illness in one's own family, a teacher may be allowed three (3) days in any school year

(c) Up to two (2) additional days shall be granted upon request and with/without pay upon prior approval of the Superintendent for travel, urgent family need, or any extenuating circumstances relative to (a) and (b) above.

4. Military leave with pay will be provided in accordance with state and federal law, including under the provisions of the 2006 Walpole Town Meeting vote accepting local acceptance statutes that provide for partial payment of salary for certain military service.

5. Professional days shall be granted to teachers upon request and with the approval of the Superintendent of Schools.

6. Up to fifteen (15) days for approved participation in a program of summer study, approved by the Superintendent and School Committee, which begins prior to the end of the school year. This item will apply only to staff members who are under contract for the following year.

7. Any other reasons approved by the Superintendent.

8. Up to three (3) days of leave for recognized religious holidays may be taken by a teacher. The teacher will be granted two (2) days without loss of accumulated sick leave, personal leave, or pay. After the second day of leave the teacher shall have the option of whether the leave shall be deducted from accumulated sick leave, personal leave, or without pay. A teacher requesting a religious holiday must enter the choice (personal/sick) in the "absence notification system" two (2) weeks in advance of the requested date. Notification must include their preferred deduction option. If a religious holiday falls within the first two (2) weeks of the school year, the teacher will notify their building principal as soon as possible.

B. 1. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled.

2. Application for all temporary leaves will be made at least twenty-four (24) hours before taking such leave (except in cases of emergencies).

ARTICLE XXI. EXTENDED LEAVES OF ABSENCE

A written request for a leave of absence will be granted for the following reasons and as outlined in Sections C, D, and E below. To be eligible, an employee must have worked for at least 12 months for the Town and must have worked for at least 1250 hours over the 12 months before the leave would begin.

1. The birth or adoption of a child.

2. To care for an immediate family member (spouse, child, or parent, but not including parents-in-law) with a serious health condition.

3. To take a medical leave when the employee is unable to work because of a serious health condition.

A. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

B. Military leave will be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon return from such leave a teacher will be placed

on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

C. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. The Committee will be furnished with a written doctor's certificate of illness or disability. The Committee reserves the right to require a second opinion, at their expense, to certify illness or disability. To the extent that this second opinion is not consistent with the first opinion, both parties agree to share the cost of a medical opinion from a mutually agreed upon third party. Additional leave may be granted at the discretion of the Superintendent.

D. A teacher with professional status will be granted a leave of absence, without pay, for up to one (1) school year for health reasons other than maternity. Requests for such leave will be supported by appropriate medical evidence. The Committee will be furnished with a written doctor's certificate of illness or disability. The Committee reserves the right to require a second opinion, at their expense, to certify illness or disability. To the extent that this second opinion is not consistent with the first opinion, both parties agree to share the cost of a medical opinion from a mutually agreed upon third party. Additional leave may be granted at the discretion of the Superintendent.

E. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. The Committee will be furnished with a written doctor's certificate of illness or disability. The Committee reserves the right to require a second opinion, at their expense, to certify illness or disability. To the extent that this second opinion is not consistent with the first opinion, both parties agree to share the cost of a medical opinion from a mutually agreed upon third party.

F. Other leaves of absence without pay may be granted by the Superintendent.

G. Any teacher who has been granted a leave of absence under this Agreement for whatever reason may not take a paid, professional teaching or administrative post at any elementary, middle, secondary or post-secondary school during the leave of absence. Any exception to the above must have the prior approval of the Superintendent.

H. All requests for extensions or renewals of leaves will be applied for to the Superintendent and granted in writing by the Superintendent.

I. In sections A through C above the granting of professional status will be left to the discretion of the Superintendent.

J. When a teacher is on an extended leave of absence, the superintendent's office will send a reminder to the teacher to indicate his/her intention to return for the following school year. This reminder will be sent by certified mail (return receipt). Failure to notify the Superintendent by March 1, by certified mail, postmarked not later than March 1, shall constitute a resignation from employment with the Walpole Public Schools.

ARTICLE XXII.
SABBATICAL LEAVES

Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted for study or travel to a member of the teaching staff by the Committee subject to the following conditions:

1. Requests for sabbatical leave must be received in writing by the Superintendent of Schools no later than November 15th of the year prior to the sabbatical year in question.

2. The teacher has completed at least seven (7) consecutive full school years of service in the Walpole School System, (except, if enrolled in a doctoral program, the teacher becomes eligible after five (5) consecutive full years of service).

3. Teachers on sabbatical leave will be paid fifty (50%) percent of their regular salary for one (1) full year or one hundred (100%) percent for a half (1/2) year, provided that such pay when added to any program grant will not exceed the regular salary rate.

4. The teacher will agree in writing to return to employment in the Walpole School System for one (1) full year or forfeit the salary received.

5. Teachers returning will receive full credit on the salary schedule as if they had been teaching in the system.

ARTICLE XXIII.
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Committee will pay tuition reimbursement for approved graduate courses taken by teachers subject to the conditions set forth below. Courses taken under this provision must have prior approval of the Superintendent of Schools or his/her designee and must have been satisfactorily complete: a grade of B or better or in a pass/fail class a grade of "pass."

1. Said courses to be taken through regular attendance, either in-person, online, or both, at an institution accredited by a DESE recognized accreditation organization, Norfolk County Teachers' Association Extension courses, approved in advance by the Superintendent.

2. Said courses to be taken in the general area related to the applicant's teaching assignment, courses taken toward additional certifications, and/or other courses only if deemed relevant by the Superintendent or his/her designee and approved by him/her in advance.

3. Teachers will be reimbursed for no more than fifteen (15) credits or five (5) courses in any one contract year.

4. Reimbursement for courses taken during the summer session of a contract year will not be made to those teachers who voluntarily terminate their employment in the Walpole School System.

5. Teachers on sabbatical leave will be reimbursed for no more than sixteen (16) credits in the contract year in which they take such leave.

6. Courses taken at the request of the Superintendent of Schools and or his/her designee will be paid in full by the Walpole School Department.

B. 1. Effective September 1, 2013 a course reimbursement pool sum available under this provision shall be \$70,000 and is available for other qualifying courses successfully completed by members. Effective September 1, 2014, the sum available is \$80,000. Effective September 1, 2015, the sum available is \$90,000.

2. Disbursement of funds under this section shall be made in the following manner:

- a. Upon the presentation of evidence of payment and the satisfactory completion of qualifying courses by June 30.
- b. Amount of reimbursement will be the lesser of the tuition paid or a percent computed by dividing the sum available by the total of all tuitions submitted.

3. Courses not completed by June 30 will be reimbursed in the funding cycle of the next fiscal year.

4. Education Support Professionals and Title I Instructors shall be eligible for course reimbursement from the established pool under the same terms and conditions as teachers.

C. The Superintendent will notify all staff prior to submittal date for Summer Curriculum Research and Development Projects. Grants will be awarded by the Superintendent to as many of the staff as funds permit who want voluntarily to become involved with in-service curriculum research and development. All applicants or chairpersons of applicant groups will be notified as to their status prior to the end of the teachers' work year.

D. The Superintendent may pay the reasonable expenses including fees, meals, lodging, and/or transportation, incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions provided that the funds have been included, approved, and voted into the School Department budget by Town Meeting.

ARTICLE XXIV.
PROTECTION

A. Teachers will immediately report all cases of assault and battery suffered by them in connection with their employment to the Superintendent of Schools in writing.

B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in the possession relating to the incident or the persons involved, and will act in appropriate ways as liaison among the teacher, the police and the courts.

C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed assault and battery in connection with his/her employment the Committee may furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance. If the Committee does not provide such counsel and the teacher is exonerated, then the Committee will reimburse the teacher for reasonable counsel fees incurred by him/her.

ARTICLE XXV.
PERSONAL INJURY BENEFITS

A. Whenever a teacher is absent from school as a result of personal injury caused by an accident or assault and battery occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of workmen's compensation award made for temporary disability due to said injury) for the period of such absence, with no loss of accumulated sick leave. When workmen's compensation benefits are exhausted, unused sick leave will take effect.

B. A teacher will be reimbursed for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment.

ARTICLE XXVI.
INSURANCE

A. The School Committee and the Association agree that the insurance plan for teachers will be the plan accepted by the Town of Walpole for all municipal employees during the term of this contract.

All unit members employed by the Town of Walpole or the Walpole Public Schools prior to January 1, 2003, will pay 20% of the premium for any insurance plan offered by the Town, and the Employer will pay 80% of the plan premium.

All unit members employed by the Town of Walpole or the Walpole Public Schools on or after January 1, 2003, but prior to September 1, 2016, will pay 30% of the premium for any insurance plan offered by the Town, and the Employer will pay 70% of the plan premium.

All unit members employed by the Town of Walpole or the Walpole Public Schools on or after September 1, 2016, will pay 40% of the plan premium for any insurance plan offered by the Town, and the Employer will pay 60% of the plan premium.

B. Teachers shall be eligible to participate in a “tax sheltered” annuity plan established in accordance with Chapter 71, Section 37B of the General Laws of Massachusetts.

C. Teachers must work at least half-time to be eligible for health benefits.

D. On or before October 1, 2010, the School Committee or Town shall establish a Flexible Spending Medical Program (i.e. “Section 125” plans such as Pretax Insurance Premium Payments, Dependent Care Account Plan “DCAP” and Medical Care Account Plan “MEDCAP”) and shall provide for and pay the one-time set up costs to implement the program. The Employer shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement. The program shall include a voluntary debit card system. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. The program shall permit MEDCAP claims incurred during a 60-day grace period beyond the year to be reimbursed.

ARTICLE XXVII.
DUES DEDUCTION

A. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of the Commonwealth of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Walpole all payroll deductions for the payment of dues to the Association if duly authorized by individual employees covered by this Agreement.

B. The Committee agrees that the aforementioned dues shall be deducted in nine (9) monthly installments.

C. The Committee agrees to certify to the Treasurer of the Town of Walpole all payroll deductions for the Massachusetts Teachers Association Credit Union if duly authorized by individual employees covered by this Agreement.

D. The Association shall indemnify and save the Committee harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the Committee for the purpose of complying with this article or in compliance with any deduction authorization furnished to the Committee.

E. All employees defined in Article II herein shall pay, on or after the thirtieth (30th) day following the beginning of their employment or the effective date of this Article, whichever is later, an agency service fee to the Association commensurate with the cost of collective bargaining and contract administration as determined by the Association. The amount of such agency fee shall be certified annually to the Committee by the Association. The payment of such agency fee shall not be a condition of employment, and the Committee shall have no responsibility to enforce or require its payment. The Association shall, however, have standing to pursue any and all remedies it may have at law to collect such fee. The agency service fee shall not be due and payable during leaves of absence without pay for more than six (6) months in duration. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the collection or attempted collection by the Association under the

terms and provisions of this Article of an agency fee from an employee. This Article shall become effective on September 1, 1988.

ARTICLE XXVIII.
GENERAL

A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.

B. The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

D. Any complaint made by a parent, student, or any other person regarding any employee covered by this Agreement shall be promptly brought to the attention of said employee.

E. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Association present as an observer.

F. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. The Committee reserves the right to set reasonable standards of behavior for teachers.

G. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

H. The District shall grant release time from Homeroom and administrative duties to the President of the Association, beginning September 1, 2016 to August 31, 2019. The District shall also grant the President release from teaching duties one day per every three months, or as approved by the Superintendent.

I. PLC time will be used by teachers primarily for the sharing of best practices and secondarily for other purposes, in order to achieve better results for the students they serve.

ARTICLE XXIX.
EARLY RETIREMENT PLAN

The School Committee may offer an early retirement incentive to Teachers. The criteria for eligibility and dollar amount of the incentive will be left to the discretion of the Committee. Acceptance of the incentive will be voluntary.

ARTICLE XXX.
NO STRIKE

The Association agrees that during the term of this Agreement it will not cause, condone, or sanction or take part in any strike, walkout, slowdown or work stoppage.

The Association and its members, individually and collectively, agree that if there is a violation of this clause during the term of this Agreement any or all teachers violating this clause will at the discretion of the Committee be subject to disciplinary action, including discharge, suspension, or complete loss of seniority, and the matter shall not be arbitrable.

ARTICLE XXXI.
PART-TIME TEACHERS

A. Conditions

1. Work Year and Meetings

All part-time teachers will be required to work the same work year (including orientation) on a pro-rated basis according to their full-time equivalency (FTE) status and to attend the same meetings that full-time teachers are required to, as set forth in Article VI, Sections C & D of this Agreement. Part-time teachers will be responsible for all information as it pertains to their professional work for the meetings they did not attend.

2. Work Day

(a) The schedule will be as specified by the Principal and approved by the Superintendent.

(b) A teacher's pro-rata entitlement to salary and fringe benefits will be computed by dividing the total number of hours a part-time teacher is required to work each week (except for meetings, lunch, homeroom, etc.) by 35 hours and 50 minutes. In addition, a partial year teacher's entitlement to salary and fringe benefits will be computed by dividing the total days contracted to work by the number of days in the contracted work year (183). FMLA leave paid through contractual sick leave shall be considered a contractual work day.

B. Benefits

1. Sick leave is pro-rated.
2. Personal Days are pro-rated.
3. Time Credit

(a) Seniority will be counted on a pro-rata basis (e.g. half-time equals 90 full days).

ARTICLE XXXII.

EDUCATION SUPPORT PROFESSIONAL AND TITLE I INSTRUCTORS

Education Support Professionals and Title I Instructors shall be entitled to the following wages, benefits and terms and conditions of employment and it shall be expressly understood that only the wages, hours, benefits and conditions of employment spelled out in this Article shall be applicable to said employees.

Title I Instructors will be placed on a separate salary scale and will no longer be paid the same as Education Support Professionals. The new scale for Title I Instructors is listed under salaries below.

A. Negotiation Procedure

Education Support Professionals and Title I Instructors shall be entitled to the same negotiation procedure as provided to teachers in Article III of the Agreement.

B. Grievance Procedure

Education Support Professionals and Title I Instructors shall be entitled to process any grievance alleging a violation of this Article of the Agreement in the manner and according to the procedures specified in Article IV of the Agreement.

C. Salaries

As of September 1, 2019, the following Education Support Professionals pay scale will apply:

	1.5%	1.5%	1.75%
Step	2019-20	2020-21	2021-22
1	20.37	20.68	21.04
2	20.98	21.29	21.66
3	21.61	21.93	22.31
4	22.27	22.60	23.00
5	22.94	23.28	23.69
6	23.61	23.96	24.38

As of September 1, 2020, the following Title 1 Instructors pay scale will apply:

	1.5%	1.5%	1.75%
Step	2019-20	2020-21	2021-22
1	25.87	26.26	26.72
2	26.63	27.03	27.50
3	27.45	27.86	28.35
4	28.26	28.68	29.18
5	29.11	29.55	30.07
6	29.96	30.41	30.94

Education Support Professionals and Title I Instructors may be given credit for previous experience as an Education Support Professional or Title I Instructor at the discretion of the Superintendent of Schools.

ESP's and Title I Instructors will receive longevity differential at a rate of 40% of Article V, A.7.E.:

<u>Years of Service:</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
As of September 1, 2019-22	\$614	\$740	\$866	\$1,030

D. Work Day/Work Year

1. The regular work week will consist of thirty-five (35) hours per week consisting of five (5) days of seven (7) hours each inclusive of the paid thirty-minute (30) meal period.

2. For those Education Support Professionals and Title I Instructors who work at least a six (6) hour day, if a meal period is not scheduled or duty-free, the employee will be paid an additional half hour at his/her hourly rate subject to prior approval by the principal. When it is not possible to get approval prior to when the meal period is worked, the approval may be obtained by the end of the work day or as soon as possible thereafter. Education Support Professionals and Title I Instructors who work more than six (6) hours per day shall not be required to give up their meal period, but may do so voluntarily.

3. Benefits provided herein shall be pro-rated according to the proportion of a regular work week that such employees are assigned.

4. The work year shall be the days that students are in school during the regular school year.

5. Education Support Professionals shall have the option to work the full day on early release professional development days.

6. Effective 2016-2017 school year, the work year for Education Support Professionals and Title I Instructors will include the first work day of the school year.

7. Effective 2016-2017 school year, the Superintendent shall offer two (2) optional work days each year for professional development, as determined and scheduled by the Superintendent.

8. ESP and Title I Instructors may be required to attend all building meetings scheduled in accordance with Article VI, Section D, Subsection I, Part a, with compensation at their regular hourly rate of pay, at the discretion of principal with two weeks' notice.

9. The day before Thanksgiving shall be a half day for ESPs and Title I Instructors.

E. Education Support Professional and Title I Assignment

Education Support Professionals and Title I Instructors will be notified in writing of their programs for the upcoming school year, including the school, grade, subject and students to which they will be assigned, as soon as practicable, but not later than thirty (30) days prior to the start of school. The Association recognizes that unforeseen circumstances may cause changes in assignments after written notices have been given.

F. Reduction in Force

Reduction in Force – In the event it becomes necessary to reduce the number of employees covered by Article XXXII, the Superintendent shall consider the following criteria in determining the order of layoff:

- a) Area of competency including level (elementary, middle and high) of assignment;
- b) Licensure (if applicable);
- c) Quality of performance;
- d) The documented needs of the students including language disability, autism, physical disability, and behavioral disability and,
- e) The length of service in the Walpole Public Schools.

G. Employee Assistance Committee

Employee Assistance Committee – All Education Support Professionals and Title I Instructors shall be eligible to access the Employee Assistance Committee (EAC) under the same terms and conditions as teachers.

H. Temporary Leaves of Absence

In case of death in the immediate family (i.e. mother, father, step-mother, step-father, spouse, brother, sister, daughter, son, step-daughter, step-son) or persons for whom the ESP or Title I Instructor is responsible (to be determined by the Superintendent), an ESP or Title I Instructor shall be allowed three (3) days absence without loss of pay. In case of death of a father or mother-in-law, sister or brother-in-law, step-sister or step-

brother-in-law, grandparent or step-grandparent, or grandchild or step-grandchild, an ESP or Title I Instructor shall also be allowed three (3) days absence without loss of pay.

In case of death in the extended family (aunt, uncle, cousin, niece or nephew), an ESP or Title I Instructor shall be allowed two (2) days absence without loss of pay to attend a memorial service.

Up to three (3) days of leave for recognized religious holidays may be taken by an ESP or Title I Instructor. The ESP or Title I Instructor will be granted one (1) day without loss of accumulated benefit days or pay. After the first day of religious leave the ESP or Title I Instructor shall have the option of whether the leave shall be deducted from benefit days or without pay. An ESP or Title I Instructor requesting a religious holiday must enter the religious holiday(s) in the "Absence notification system" two (2) weeks in advance of the required date. If a religious holiday falls within the first two (2) weeks of the school year, the ESP or Title I Instructor will notify their building principal as soon as possible.

I. Protection

Education Support Professionals and Title I Instructors shall be entitled to the same protection in cases of assault and battery as is provided to teachers in Article XXIV of the Agreement.

J. Worker's Compensation

Education Support Professionals and Title I Instructors shall be entitled to the benefit of worker's compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If an Education Support Professional or Title I Instructor is entitled to weekly disability benefits under the Worker's Compensation Law and his/her incapacity lasts for five (5) or more calendar days, but less than twenty-one (21) days, the Education Support Professional or Title I Instructor shall be paid in full by the School Committee for lost wages during the first five (5) days of incapacity without loss of paid days.

When an Education Support Professional or Title I Instructor is injured at work to the extent that medical attention is required and a visit cannot be scheduled outside the regular school day, that employee will be allowed time off without loss of wages or paid days.

K. Insurance

Education Support Professionals and Title I Instructors shall be entitled to the same insurance plan as is provided to teachers in Article XXVI, Sections A and C of the Agreement.

L. Dues Deduction

Education Support Professionals and Title I Instructors shall be entitled to have their Association dues deducted in accordance with the procedures and the limitations set forth in Article XXVII of the Agreement.

M. Mileage

A mileage allowance shall be paid at the IRS rate to all employees who are required to use their cars for interschool travel and/or for any other school-related travel which is part of their assigned work day activities.

N. General

1. There will be no reprisals of any kind taken against any employee covered by this Agreement by reason of his/her membership in the Association or participation in its activities.

2. Any written complaint made by a parent, student, or any other person regarding any employee covered by this Agreement shall be promptly brought to the attention of said employee.

3. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding an Education Support Professional or Title I Instructor for delinquency of professional performance. If an Education Support Professional is to be disciplined by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Association present as an observer.

4. An Education Support Professional or Title I Instructor who has been employed for at least one (1) complete school year shall not be dismissed during a subsequent school year(s) without written notice of the reasons for dismissal and, if requested by the employee, an opportunity to meet with the Superintendent or his/her designee to review the decision and present information pertaining to the bases for the decision and to the employee's status.

5. The principal will furnish the ESP/Title I with prior written notice of intent to dismiss, with an explanation of the grounds for dismissal. Upon request, the ESP/Title I will be given an opportunity within ten (10) school days to meet with the principal to present information pertaining to the decision.

O. No-Strike

The Association agrees that during the term of this Agreement it will not cause, condone or sanction or take part in any strike, walkout, slowdown or work stoppage.

P. Paid Days

Employees shall be entitled to fifteen (15) days with pay during the school year. These benefit days can be used by the employee to compensate him/her for a day not worked. If an employee does not use these days, he/she shall receive a lump-sum payment in the last paycheck of the school year. Said payment shall be equivalent to pay for those days or portion thereof not used during the school year.

Q. Job Description and Agreement

Each Education Support Professional and Title I Instructor will receive upon hire a copy of his/her job description.

Each Education Support Professional and Title I Instructor will receive a copy of The Agreement between the Walpole Teachers Association and the Walpole School Committee when hired and when a new agreement has been published.

R. Evaluation

Education Support Professionals and Title I Instructors shall be evaluated by the end of each school year by completion of the form attached as Appendix B.

ARTICLE XXXIII.
DURATION

This Agreement will remain in effect for the period beginning September 1, 2019 through August 31, 2022, and shall automatically renew itself for successive terms of one (1) year unless, prior to sixty (60) days in advance of the expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. The parties agree to reopen the contract if the Department of Elementary and Secondary Education mandates professional standards for members of the bargaining unit.

Unit B: all assistant principals and the director of athletics.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the “teachers” or professional employees.

ARTICLE XXXIV.
UNIT B

1. Unit B members shall be entitled to the following wages, benefits and terms and conditions of employment and it shall be expressly understood that only the wages, hours, benefits and conditions of employment spelled out in this Article shall be applicable to said employees.

2. The following articles from the Unit A Agreement between the Walpole School Committee and the Walpole Teachers Association dated September 1, 2019 – August 31, 2022 covering, shall **apply** to Unit B members:

Article I – Preamble
Article II – Recognition
Article III – Negotiation Procedure
Article IV – Grievance Procedure
Article V – Salaries
Article VIII – Specialists and Special Programs (Paragraph B only)
Article X – Teacher Employment
Article XII – Transfers
Article XIII – Vacancies and Promotions
Article XIV – Reduction in Force
Article XVI – Educator Evaluation System
Article XVII – Teacher Facilities
Article XVIII – Use of School Facilities
Article XIX – Sick Leave
Article XX – Temporary Leaves of Absence
Article XXI – Extended Leaves of Absence
Article XXII – Sabbatical Leaves
Article XXIII – Professional Development and Educational Improvement
Article XXIV – Protection
Article XXV – Personal Injury Benefits
Article XXVI – Insurance
Article XXVII – Dues Deduction
Article XXVIII – General
Article XXIX – Early Retirement Plan
Article XXX – No Strike
Article XXXIII – Duration

3. The following Articles from the Unit A Agreement between the Walpole School Committee and the Walpole Teachers Association dated September 1, 2019 – August 31, 2022, shall **not apply** to Unit B members:

Article VI – Teaching Hours and Teaching Load
Article VII – Class Size
Article VIII – Specialists and Special Programs – Paragraph A. only
Article IX – Non-Teaching Duties
Article XI – Teacher Assignment
Article XV – Positions in Summer School, Adult Education, Evening School and Under Federal Programs
Article XXXI – Part-Time Teachers
Article XXXII – Education Support Professional and Title I Instructors

4. The following sections of ARTICLE V – SALARIES from the Unit A Agreement shall apply to Unit B members:

Section A.4 Coaching Stipends
Section A.5 Stipend Salaries
Sections B, C, D, E, F, H, I

The following sections of ARTICLE V – SALARIES from the Unit A Agreement shall not apply to Unit B members:

Sections A.1, A.2, A.3, G

Section 5 Work Day / Work Year:

The work day of the Unit B member will consist of the administrative hours per week necessary to complete responsibilities; however, it is understood by the parties that administrators shall not be routinely required to work more than one hour beyond the Unit A work day.

The work year of the Unit B member shall include the work year of the Unit A teachers (183) plus:

Middle Schools: twenty-five (25) additional days beyond the teachers' work year for a total of 208 work days.

High Schools: thirty (30) additional days beyond the teachers' work year for a total of 213 work days.

The above-referenced additional work days may be worked during school year vacation breaks. Unit B members shall be afforded a minimum of ten (10) consecutive work days off during Summer break period when school is not in session.

Section 5 Athletic Director Duties:

The position of Athletic Director shall include 0.6 athletic director responsibilities and the remaining 0.4 to be assigned by the Superintendent of Schools. The Superintendent's 0.4 assignment may include teaching duties.

The parties agree to make all corrections and updates, including but not limited to those outlined in Attachment A, and the incorporation of Memoranda of Agreement entered into prior to the date of ratification of this agreement, prior to the printing of the final Collective Bargaining Agreement for the period September 1, 2019 through August 31, 2022.

IN WITNESS WHEREOF, the Walpole School Committee has caused this Agreement to be signed in its name and behalf by its representatives, and the Walpole Teachers Association has caused this Agreement to be signed in its name and behalf by its representatives, this ____ day of _____, 2019.

**FOR THE
WALPOLE SCHOOL COMMITTEE
BY:**

**FOR THE
WALPOLE TEACHERS ASSOCIATION
BY:**

_____, Chairperson

President

_____, Vice Chairperson

Vice President

Vice President

Vice President

Dated: _____

Dated: _____

Sections:

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

1) **Purpose of Educator Evaluation**

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

2) **Definitions**

- A) **Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach PreK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration but not less than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- F) **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. **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license that she/he has not previously taught under during her/his employment in the district

- and further provided that she/he was not involuntarily transferred into the new licensed position.
- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of no less than sixty (60) school days for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- G) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
 - H) **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”).
 - I) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **School nurses and other clinical specialists (excluding guidance and adjustment counselors):** The Evaluator shall receive input from individuals who possess appropriate clinical training and credentials on assessments of clinical performance.
 - v) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

- J) **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.
- K) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- L) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M) **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.
- N) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- O) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- P) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- R) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license that she/he has not previously taught under during her/his employment in the district and further provided that she/he was not involuntarily transferred into the new licensed position.
- S) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than 10 minutes; by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) The Association and the Committee are parties to this agreement.
- U) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

- Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- V) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

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

- X) **Rating of 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)

- Y) **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

- Z) **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. MCAS growth scores shall not be the primary basis for a summative evaluation.

- AA) **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.

- BB) **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.

- CC) **Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low. If three years of data are not available, two years of data shall be used.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or MEPA/ACCESS scores, if applicable, in which case at least three years of data is required, if available. If three years of data are not available, two years of data shall be used.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration but not less than 10 minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback –The parties agree to bargain over this matter after guidance is issued.

- v) Any other relevant evidence that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation.

The parties agree that the DESE model rubrics attached to this agreement shall be used. The parties further agree that their consideration of and decision not to delete the reference to attendance in Indicator IV-F-2 was made without prejudice to the parties' respective positions on the matter and will not be used by either party in any forum as evidence of bargaining history.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. If mandatory, this learning activity shall occur during the contractual time. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.
- C) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

6) **Evaluation Cycle: Annual Orientation**

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

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

- (1st) At least one goal directly related to improving the Educator's own professional practice.
- (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders will provide educators with relevant assessment data and any existing school and/or district goals; provided that at least one paper copy of existing school and/or district goals shall be made accessible to educators in each school.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties agree to bargain after guidance has been issued by ESE.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign and date 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--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, second and third years of practice:
 - i) The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four (4) unannounced observations during the school year (not beginning before September 15).
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least one (1) unannounced or announced observation during the evaluation cycle. The observation will be unannounced unless the Educator notifies their Evaluator by October 1 of their preference of an announced observation. A reminder notice will be sent annually by the Superintendent or his/her designee.
 - 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 (2) 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 (1) announced and four (4) unannounced observations.
- 11) **Observations**
- The Evaluator's first observation of the Educators without PTS should take place by November 15, but no sooner than September 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.
- The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
- A) Unannounced Observations
 - i) Unannounced observations may be in the form of full-period or partial classroom visitations of not less than 10 minutes, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator electronically through a password protected secure program, in person, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation pursuant to Section B below by a different evaluator of at least 30 minutes in duration to take place within an announced five school day range no later than 30 school days following the unsatisfactory or needs improvement rating.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, electronically through a password protected secure program or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.
- H) The Educator shall sign and date the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in

which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two (2) weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report.
- G) The Educator shall sign and date the Formative Evaluation report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two-year Educator Plan, the summative report must be written and provided to the educator by May 30th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the primary basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment (Standard I) and the Teaching All Students (Standard II) Standards of Effective Teaching Practice.
- G) No less than two (2) weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. This meeting shall occur by May 30th.
- J) The Evaluator shall deliver a signed copy of Summative Evaluation within five (5) school days of the meeting.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign and date the final Summative Evaluation report by the last day of school.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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

goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

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

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

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

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

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

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

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no less than sixty (60) school days. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within five (5) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) When providing notice to the educator that he/she is being placed on an Improvement Plan, the Evaluator will provide the Educator with a copy of this section (Section 18) of the document. The notice shall expressly state that the Educator has a right to discuss this with an Association representative and that the Educator may request representative of the Employee Organization/Association to attend the meeting(s). Upon the educator's request, a representative of the Association shall attend the meeting to discuss the Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

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

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 30
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 30 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Using Student feedback in Educator Evaluation

In accordance with 603 CMR 35.07(1)(c)(2), the parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality. A working group representing educators and evaluators shall be established to develop feedback instruments for the purpose of piloting.

23. Using Staff feedback in Educator Evaluation

In accordance with 603 CMR 35.07(1)(c)(3), the parties agree that staff feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each administrator. The instruments used to collect staff feedback shall include safeguards necessary to protect staff confidentiality. A working group representing educators and evaluators shall be established to develop feedback instruments for the purpose of piloting.

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 s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- C) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- D) Violations of this article are subject to the grievance and arbitration procedures. The parties agree that their consideration of and decision not to include in the Walpole Educator Evaluation Process the second and third sentence in Section 26E of the DESE Teacher and Caseload Educator Model Contract Language (relating to the arbitrator's authority) was made without prejudice to the parties' respective positions on the matter and will not be used by either party in any forum as evidence of bargaining history.

APPENDIX B
EVALUATION OF EDUCATION SUPPORT PROFESSIONALS

Name: _____ School: _____ Year: _____

Evaluation will occur annually and be completed by the building principal with input from the supervising teacher(s) and Team Chairpersons as appropriate. Exemplary is marked as E, Proficient as P, Needs Improvement as NI, and Unsatisfactory as U.

- _____ 1. Works effectively with students individually, in small groups or in classroom groups.
- _____ 2. Understands basic instructional needs and techniques of students with disabilities and is able to assist the teacher in helping with the modification of the lessons.
- _____ 3. Follows teacher planned learning exercises including instruction of core curriculum, academic support and support of related therapies.
- _____ 4. Maintains the same level of ethical behavior and confidentiality of information about students as is expected of all teachers and administrators.
- _____ 5. Participates as an active member of the Team Meetings (IEP), Consultation Sessions and/or Parent Meetings when they are assigned as a member of the team and requested to attend a meeting.
- _____ 6. Understands and maintains an effective working relationship with classroom teacher, specialists, parents and administrators.
- _____ 7. Implements IEP requirements as directed by the unique needs of the student.
- _____ 8. Maintains data collection for the documentation of student progress.
- _____ 9. Participates in professional development offered, as appropriate.
- _____ 10. Is punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from work.
- _____ 11. Performs other such related duties as assigned by the building principal and/or supervising teacher(s)

Comments:

Overall Performance: Exemplary Proficient Needs Improvement Unsatisfactory

Goals for further development:

Education Support Professional's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Administrator's Signature _____ Date _____

*I understand that my signature in no way indicates agreement with the contents of this report and further than I have the right to attach a statement if I disagree with its content.