

COLLECTIVE BARGAINING AGREEMENT
between the
WILLIAMSTOWN SCHOOL COMMITTEE
and the
WILLIAMSTOWN EDUCATION ASSOCIATION

EFFECTIVE AUGUST 28, 2015
THROUGH AUGUST 27, 2018

WILLIAMSTOWN PUBLIC SCHOOLS
115 Church Street
Williamstown, Massachusetts

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AGREEMENT

AGREEMENT August 28, 2015 through August 27, 2018, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, by and between the WILLIAMSTOWN SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the WILLIAMSTOWN TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I – RECOGNITION

- A. The Committee recognizes the Association for purposes of collective bargaining in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and other pertinent provisions of law as the exclusive representative of a unit consisting of all professional and/or Board of Education certified classroom personnel and other professionals, including full and part-time Speech and Language Pathologists, and full and part-time Occupational Therapists, and/or Board of Education certified personnel directly involved in the educational process other than administrators, principals and superintendents.
- B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers".
- C. All part-time teachers shall be considered members of the collective bargaining unit.
- D. Salary (Article IV) Leaves (Article IX & X) and benefits under provisions of Article XIV & XV shall be granted on a pro rata basis to part-time teachers.
- E. The Committee agrees to provide each new teacher hired by the Williamstown Public Schools with a copy of the Collective Bargaining Agreement and the Williamstown Public Schools Employee's Handbook upon his/her formal acceptance of an official job offer.
- F. The Association recognizes the right of the Committee to contract out those services that cannot be provided by teachers in the bargaining unit or by other recognized fields of certification under the Board of Education. For purpose of this contract, Homebound Tutors shall be considered under contracted services. In all instances, the Committee shall notify the Association of such hiring.

ARTICLE II - COMMITTEE PREROGATIVES AND JUST CAUSE

- A. **COMMITTEE PREROGATIVES:** The Association agrees that the Committee and Superintendent have complete authority over the policies and administration of the Williamstown School System as required by Massachusetts General Law, 1993, which they exercise under the provisions of law. It further agrees that said Committee and the Superintendent will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of said school system in all aspects except same shall

not be exercised in violation of any of the express terms and provisions of this Agreement. The action of the Committee and Superintendent with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision hereinafter set forth.

- B. JUST CAUSE: A teacher with professional teacher status shall not be disciplined or dismissed without just cause. Teachers have the right to leaves of absence as per the contract and under the Family and Medical Leave Act, and the teachers are entitled to the full protections provided by the law and the collective bargaining agreement.

ARTICLE III - ALTERATION OR AMENDMENT OF AGREEMENT

- A. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertaking and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.
- B. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- C. The waiver of any breach or condition of this Agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- D. If any part of this Agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this Agreement shall not be affected thereby.
- E. If either of the parties hereto, during the life of this Agreement, desire to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the said party may submit such proposal, in writing, to the other party and request a meeting.
- F. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt of said proposal and establish a mutually convenient time to meet with the requesting party for the purpose of reviewing the contents of the proposal and seeking any clarifications that the recipient feels necessary. Any time after meeting for one hour, either party may unilaterally terminate such meeting. The submission of

such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this Agreement, nor will the meeting that takes place to clarify the content of the proposal be construed by either party as the reopening of negotiations or as negotiating on the issues involved in the proposal.

ARTICLE IV – SALARIES

- A. 1. The salary schedule will be increased as follows (Exhibit A):
- (1) Effective August 28, 2015 an across the scale increase of 2%. To correct the steps between B and B+12 columns in the 2014-2015 salary schedule, the following adjustments are made: on the 2014-2015 salary schedule the Bachelor (B) Column will be moved down one step in each step category with step 0 being \$1,000 less (i.e. \$38,924). Current step 0 (\$39,924) will become step 1 and current step 1 will become step 2. Each succeeding step will move down the scale. The B column will now end at step 8. The 2% increase is applied to these numbers.
 - (2) Effective August 28, 2016 an across the wage scale increase of 2%.
 - (3) Effective August 28, 2017 an across the wage scale increase of 2%.
2. Each teacher currently employed shall be advised of his/her vertical level and horizontal level for each work year here involved by October 15. A teacher shall advance one step on the salary schedule each year until he/she reaches maximum.
- B. 1. A teacher so first employed during the term of this Agreement shall be advised, in writing, of the vertical and horizontal levels at which he/she is first employed (and number of years of work experience recognized).
2. A teacher so first employed shall be placed within the vertical and horizontal level set forth in the applicable salary schedule commensurate with the teacher's degree, work experience and graduate credits and as they relate to teachers currently employed by the Committee.
3. Nurses with degrees will be treated as teachers in regard to their education and experience in respect to their placement on the salary schedule. A registered nurse will be placed on the salary schedule at one hundred percent (100%) of the BA column effective 9/1/2008.
- A nurse will be required to work five (5) days prior to the beginning of each school year. He/she will be paid at the nurse's per diem rate.
4. Credit for salary schedule placement for Partial Year and Part-time Teaching

- a. Each completed year of full-time teaching in a certified teaching position, shall count as one step on the salary schedule.
 - b. For purposes of initial placement on the salary guide, a teacher who shall have completed ninety (90) days or more of full-time teaching shall receive credit for one full year of teaching.
 - c. For any part-time teaching prior to employment by the Williamstown Public Schools, the annualized full-time equivalent shall be used to determine the number of days counted toward initial salary placement. (F.T.E. x the number of days worked in a year = the number of days counted towards placement).
 - d. A teacher who shall have been employed by the Williamstown Public Schools for less than ninety (90) days shall not be eligible for a step advancement on September 1 following his/her initial appointment.
- C.
- 1. New teachers shall be expected to obtain their masters degree before the beginning of the sixth year of employment. A teacher who has not so advanced shall remain at the level assigned to him/her for the seventh year of employment until such time as he or she has obtained a masters.
 - 2. The Williamstown School Committee and the Williamstown Education Association mutually agree to the concept stated in Article IV (C.1.) and have developed a salary schedule which reflects that common philosophy, namely:
 - a. Teachers who continue to develop professionally by taking additional course work receive increased compensation.
 - b. Conversely, teachers who choose not to pursue this kind of professional development remain at a specified level.
- D.
- 1. The horizontal level of each teacher is determined by his/her academic credits subject to pre-approval by the Superintendent.

Academic credits between degrees will be recognized for purposes of establishing the horizontal level of a teacher only if in the opinion of the Superintendent such credits are within the area of the teacher's academic responsibilities, or are part of a recognized degree program previously approved by the Superintendent. The decision of the Superintendent shall be final and binding on all parties and such decision shall not be a matter for grievance and arbitration. A teacher requesting a horizontal move on the salary schedule will submit such request in writing along with appropriate transcripts or grade reports to the Superintendent not later than October 1 of the academic year in which the move is to be effected.

2. Teachers who have advanced into the M36 column and who wish to complete the block of credits needed for M48 or M60 column will focus on a particular educational area as described in a plan set forth at the onset of the course work. The plan shall be submitted to the Superintendent for pre-approval. The plan shall outline specific courses to be undertaken, if that information is available.

The decision of the Superintendent shall be final and binding on all parties and such decision shall not be a matter for grievance and arbitration.

Teachers who have more than 36 credits as of July 1, 1986, may apply for individual course credits as stated in Article IV (D.1.). Credits approved can be applied to the twelve credits for the horizontal movement to M48.

Teachers who have advanced to B+36 column and who have been teaching in this system for no less than 13 years effective 9/1/92 may advance horizontally on the salary schedule following the same requirement as contained in D.2. above.

- E. 1. Teachers shall be paid on a biweekly basis in accordance with either of the following plans. Each teacher must declare, in writing to the Superintendent, at the time of initial employment in the case of a newly employed person or by June 30 of the previous school year in the case of a returning teacher, which plan he or she wishes to choose as a method of payment for the ensuing school year:
 - a. Plan A: Equal installments of the entire annual salary to be paid between September and June 30 of the school year.
 - b. Plan B: Equal installments of the entire annual salary to be paid between September and August 31. However, a teacher shall have the option of receiving on or before June 30 that portion of his or her annual salary remaining unpaid on the last day of the school year, provided the teacher so requests in writing to the Superintendent by June 1.
 2. A teacher not filing a declaration with the Superintendent by June 30 will be paid as provided for in "Plan A" above.
 3. Should an emergency occur between the time of initial declaration and August 31, a teacher may request the Superintendent to grant the alternative pay option. The decision of the Superintendent shall be final and binding and shall not be subject to grievance or arbitration.
- F. For purposes of this Agreement and other pertinent provisions of law, the daily compensation of each member of the unit described in Article I hereof shall be deemed to be 1/185 of the total compensation to which the member shall be entitled during the work year involved.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

1. A "grievance" is a dispute concerning the interpretation or application of this Agreement or any amendment or supplement thereto.
2. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder shall be considered maxima unless extended by mutual agreement in writing. Grievances submitted after the close of the school year in June shall be processed as speedily as is practicable.
3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level in accordance with the terms hereof.
4. The Committee and the administration will cooperate with the Association in investigation of any grievances by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
 - a. Level One. A teacher with a grievance shall, not later than 30 calendar days after the alleged act or omission present the grievance in writing to the Principal directly or through the Association. In the event that the teacher is not directly responsible to an individual Principal, then the grievance shall be presented in writing in his/her immediate supervisor. The Principal or immediate supervisor shall respond to the grievance in writing within 10 school days. If the final day for submission of the written grievance falls on a non-school day, the grievance will be considered timely if filed on the first school day after the non-school day period. This applies to any time period in the grievance procedure that is based on calendar instead of school days.
 - b. Level Two. If the grievance is not resolved to the satisfaction of the grievant, the grievant, either directly or through the Association, may present the grievance, in writing to the Superintendent, within 10 school days of the response of the Principal or immediate supervisor. The Superintendent shall respond to the grievance, in writing, within 10 school days.
 - c. Level Three. If the grievance is not resolved to the satisfaction of the grievant, the grievant, either directly or through the Association, may present the grievance, in writing, to the School Committee, within 10 school days of the response of the Superintendent. The School Committee shall respond to the grievance, in writing, within 30 calendar days.

- d. Level Four. If the grievance is not resolved to the satisfaction of the Association, and the Association indicated in writing, addressed to the Committee that the grievance is meritorious and that it involved in the opinion of the Association a dispute concerning the interpretation or application of the Agreement, the Association may submit the grievance, in writing, for arbitration with the American Arbitration Association within 30 calendar days of the response of the School Committee.
6. All decisions rendered at Levels Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and/or the Association.
7. No reprisals will be taken by the Committee or the school administration against any teacher participating in the presentation of a grievance in accordance with provisions of this Agreement because of such participation.
8. If a grievance affects a group or class of teachers, the Association as well as the teacher may submit such a grievance at Level Two.
9. The President of the Association or his/her designee shall have the right to participate in the investigation and processing of a grievance. If it is necessary that such investigation or processing occur during a regular workday of the said President or his/her designee, he/she shall be released from regular duties for such purposes without loss of pay or other benefits.
10. If the Association or grievant fail to timely process a grievance to the next step of the grievance procedure, the right to continue processing the grievance is waived.

If the Committee or Administration failed to answer the grievance on time it is considered a denial of the grievance and the grievant or Association may proceed to the next level of the grievance procedure.

B. ARBITRATION:

1. Parties shall be bound by the rules and procedures of the American Arbitration Association unless contrary to express provisions herein set forth.
2. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.
3. The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue a decision as soon as possible. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties

except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this Agreement.

4. The submission of any grievance to arbitration shall constitute a waiver of any other right or other rights which the said teacher or Association may have with respect to the matter submitted to said arbitration under other provisions of law. The teacher and the Association shall be precluded from pursuing any other remedy.
5. It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Four and so any member as well as the grievant shall be excused from his or her regular duties without loss of pay or other benefits for purposes of so testifying.

ARTICLE VI - TEACHING YEAR, HOURS AND LOAD

- A.
 1. The work year which will begin no earlier than August 28 and end no later than June 30 will include days when pupils are in attendance, orientation days for new personnel when necessary at the beginning of the school year, workshop days and any other days on which teacher attendance, in the opinion of the Superintendent, is desirable. The standard work year shall be 185 days to be scheduled between August 28 and June 30 provided, however, that the work year shall not include Saturdays, Sundays and those days during which pupils are not in attendance because the day has been designated to be a "legal holiday." The 184th, 185th day will be used for professional development.
 2. The additional day added to the teacher school year effective September 1993, shall be a flexible day served at the discretion of the teacher. Written notification on how that day is used shall be given to the principal before June 1st in accordance with the agreed-upon form for the 183rd day appended to this agreement.
- B.
 1. The Committee will establish starting and dismissal times for students which would be within that period beginning at 8:25 a.m. and ending at 3:05 p.m. The work day of all teachers will begin at 8:25 a.m. and will end at 3:20 p.m. Said starting and dismissal times are subject to modification by the Superintendent for inclement weather in accordance with procedures established by the Superintendent and by the Committee (after notification and discussion with the Association) provided that no such modification will increase the length of the teachers' work day.
 2. Every teacher employed full-time shall receive a consecutive thirty minute duty free lunch period.

The frequency of full-time teacher responsibilities for lunch duty will not exceed an average of one duty every other week.

There shall also be for full-time teachers a period free from direct pupil supervision at least four (4) times weekly.

Nothing herein shall be construed by any teacher and/or the Association as a prohibition against voluntarily engaging in certain activities involving students during a teacher's lunch or preparation periods.

3. For part-time teachers, periods free from direct pupil supervision and supervisory duties, will be prorated. The parties agree that a reasonable professional attitude will guide attendance at staff meetings and workshops.
4. A teacher may be required to attend up to ten (10) faculty meetings per year. The faculty will endeavor to be prepared to start the meetings on time, and the administrators will endeavor to complete the meetings within approximately one hour, but the meetings will not last more than one and one-half (1 1/2) hours beyond the contractual work day. Teachers may also be required to schedule and participate in individual conferences with parents of pupils.
5. Teachers may be required to perform during the work day, defined in of Article VI (B.1.), in addition to their teaching duties, other activities deemed by the Principal to be reasonably necessary for the proper functioning of the educational process.
6. Part-time teachers shall be paid a pro rata share of their per diem salary for attendance at activities for which full-time teachers have been provided release time if such activities do not fall within the part-time teacher's scheduled work day. Teachers who are on an approved job share are each required to attend both full Professional Development Days at no additional pay.
7. Workshops, in general, will be scheduled within the teachers' workday.
8. Teachers shall work their full workday on Wednesdays when students are dismissed at 1:30, with the exception of nine Wednesdays per school year, referred to as Flex Wednesdays. On Flex Wednesdays, generally the first Wednesday of the month, teachers may leave 15 minutes after students are dismissed because they will make up that time during parent teacher-conferences. This is in recognition that conferences require more time than is actually scheduled.

The Principal shall schedule four days of parent-teacher conferences in each year. Two such parent-teacher conference days shall be scheduled in November and two shall be scheduled in March. Such scheduled parent-teacher conferences may

be subject to rescheduling by the Principal because of inclement weather or emergency. Teachers will hold conferences during such parent-teacher conference times and/or other times mutually agreeable to the teacher and such parents/guardians.

Teachers shall make every reasonable effort to meet with the parent/guardian of every student at least twice per school year for a conference. While it is understood that teachers will schedule conferences, it is also understood that parent-teacher conferences are voluntary on the part of parents or guardians who may choose not to participate.

Wednesdays that have not been scheduled by the Principal for parent-teacher conferences and that have not been designated as Flex Wednesdays, shall be scheduled by the Principal after consultation and collaboration with the Professional Development Committee for professional development and/or in-service training. The principal may extend professional development and/or in-service training beyond the end of the workday for teachers by providing for additional Flex Wednesdays, after consultation with the Professional Development Committee.

- C.
 - 1. Teachers will be notified by the Principal in writing of their tentative assignment for the next ensuing year, which shall include the grades and subjects that they will teach, as soon as practicable but no later than June 15, which immediately precedes the commencement of the next ensuing year. Assignments shall be finalized by that June 15 which immediately precedes the commencement of the next ensuing year. A teacher will be promptly notified should an emergency cause a change in such program prior to the commencement of said next ensuing year.
 - 2. A schedule outlining the anticipated prorated work year, including days and hours, for part-time teachers, that is based on information available at the time will be given to the teachers no later than June 15 for the next school year.
 - 3. The Principal will endeavor to assign teachers within their areas of competence.
- D.
 - 1. Each spring teachers shall be advised as to projected classes for the following school year.
 - 2. The School Committee and the Association recognize that class size is an important factor in good education. Subject to the nature of the class, the availability of personnel, space, and budgetary constraints, to the greatest extent possible, class sizes shall be kept within a range of 20-22 children. A maximum number of children per class shall generally be considered to be 25 students.
 - 3. A Class Size Committee shall be appointed when a dispute arises regarding these guidelines. This committee shall be appointed in a timely manner. The Committee shall consist of two representatives of the Association, two persons appointed by

the School Committee, and a parent who is a member of the Parent Teacher Organization and who is not a parent of a child in the grade involved. The parent shall be appointed to the Class Size Committee.

4. The Class Size Committee shall meet and consider the pros and cons of making exceptions to the above guidelines, and shall issue the final and binding determination. The decision shall be in writing and shall set forth the facts found by the Class Size Committee, and the reasons for its decision.
- E. The present practice for establishing class rosters, as defined in the procedures section of the Teacher Handbook, shall continue unless revised by mutual consent of the Association and the Administration.
- F. A joint committee will be established consisting of four members appointed by the WEA and four members appointed by the School Committee. The joint committee will meet regularly, at least once per month, commencing in September 2005. The joint committee will:
- evaluate the current calendar and daily schedule;
 - research and consider alternatives that optimize student learning time and teacher professional development time;
 - consult with the Long-Range Planning Committee and the School Governance Council; and
 - make recommendations for the school calendar and daily schedule to the School Committee before the School Committee meeting in March of 2006.

Any recommendations that require changes in the contract will be subject to approval by the School Committee and the WEA.

- G. The School Committee and the Association acknowledge the number of referrals, work load, and time associated with SPED issues including: scheduling/planning, assessments, IEP's, testing, Teams, testing children who are not part of the students enrolled in school, and SPED monthly meetings. The School Committee and the Association agree to extend the following modified interim solution until August 31, 2008:

This modified interim solution will consist of granting the release of SPED teachers for up to two (2) work days during the year to write IEP's, progress reports, and evaluations with prior written notification and scheduled with the prior approval of the SPED Director. The SPED Director has the sole discretion, in extraordinary circumstances, to grant additional days beyond the two-day limit when he/she deems it to be warranted.

- H. A communication forum composed of WEA teachers, the administration and School Committee members shall hold quarterly facilitated meetings or as necessary to discuss areas of mutual concern.

- I. The Superintendent and the Association's Co-Presidents will meet monthly at mutually agreeable times and may meet more or less frequently by mutual agreement. Time sensitive issues that arise between meetings will be addressed outside of monthly meetings if necessary at mutually agreeable times.

ARTICLE VII - TRANSFERS, VACANCIES, REASSIGNMENTS AND PROMOTIONS

- A. Whenever the Principal contemplates the transfer of a teacher or the reassignment of a teacher, he/she shall, at least ten calendar days prior to the effective date of such transfer or reassignment, give to the teacher written notice of the contemplated transfer or reassignment. The teacher may within five days immediately ensuing receipt of said notice, request in writing of the Principal a conference to discuss such transfer or reassignment.

The Principal shall, upon receipt of such written request from teacher and within three days thereof, confer with the teacher. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article V.

- B. Whenever a teacher wishes a transfer or reassignment, he/she shall make application therefore. Said application shall be in writing addressed and delivered to the Principal, and shall set forth the transfer or reassignment sought and the reasons therefore. If the grant of the applied for transfer or reassignment shall not, either directly or indirectly, cause the transfer or reassignment of a teacher other than applicant, the Principal shall, within ten calendar days of the receipt of said application, advise the teacher of his/her decision. If the grant of the applied for transfer or reassignment shall, either directly or indirectly, cause the transfer or reassignment of a teacher other than the applicant, the Principal shall advise the applicant teacher of his/her decision within ten days after having complied with the provisions of Paragraph A of this Article. Should the teacher's request for transfer or reassignment be refused, the Principal shall advise the applicant teacher, in writing, the reasons for such refusal. The decision of the Principal to grant or deny such application for transfer or reassignment shall not be subject to the provisions of Article V.
- C. Whenever a vacancy in a professional position occurs, the Principal shall promptly deliver written notice thereof to the President of the Association. Such notice shall set forth the qualifications for the position, its duties, the rate of compensation to be paid and the date the Principal expects the vacancy to be filled. The qualifications herein or hereafter established for a particular position will not be changed arbitrarily, capriciously, or without basis in fact when such vacancies occur in the future. Applications for such positions shall be accepted from professional personnel within and without the school system. The Principal agrees that it shall, in selecting an applicant, consider the professional background, attainments and experience of each applicant, together with such other factors it shall deem to be relevant. If, in the judgment of the Principal, the professional background, attainments and experience of the applicants deemed by it to be most qualified are, in its opinion, substantially equal, it will give preference to an

applicant then currently employed by the Committee unless, in the opinion of the Principal, the grant of such preference shall not be in the best interest of the school system. The decision of the Principal shall not be subject to Article V.

ARTICLE VIII- TEACHER FACILITIES

Each building will have the following facilities insofar as the same is physically and economically feasible: teacher mailboxes, employee lounge area, employee work area, and access to a shared computer and communication system except when there is a mechanical, system, or equipment failure or when other teachers or staff are using it.

ARTICLE IX - TEMPORARY LEAVES OF ABSENCE WITH PAY

A. SICK LEAVE

1. On the first day of each work year, each teacher shall be credited with 16 days of sick leave, provided, however, that:
 - a. teacher shall actually commence his/her duties within thirty days of the commencement of the work year, and
 - b. absence of the teacher during the period between the first day of the work year and the date that teacher actually commences his or her duties is excused under the provisions of Article IX, X, or XV of this Agreement. Said sick leave shall be accumulated from year to year up to a maximum of 185 days. In the event of absence of a teacher because of illness for more than six cumulative days in any work year, said teacher shall, upon request of the Superintendent or his/her designee, submit to the Superintendent a certificate of a duly practicing physician substantiating such illness.
 - c. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
 - Eight (8) days per school year for illness in the immediate family.
 - For any other reasons pertaining to Article IX, further leave may be granted by the Superintendent under such terms and conditions thereof as the Superintendent will unilaterally determine. The grant or denial of such leave and the terms and conditions thereof shall not be subject to the provisions of Article V. Such further leave will not be arbitrarily or capriciously denied.
2. A Sick Leave Bank Committee will be established composed of two teachers to be appointed by the Association and two members to be appointed by the School

Committee. Appointees shall serve from date of appointment to the third Tuesday in September and thereafter until successors are appointed.

- a. Each teacher employed by the School Committee shall become a member of the Sick Leave Bank upon completing four (4) months of work as a teacher in the Williamstown Public School's System.
 - b. Each member teacher who has completed three (3) consecutive years of employment in the Williamstown Public School's System shall contribute one (1) full day of his/her sick leave to the Sick Leave Bank each year. Any teacher who has accumulated one hundred and fifty (150) days or more, may contribute up to ten (10) days per year to the Bank, such contribution to be made by June 29 prior to the next school year.
 - c. In addition to his/her accumulated sick leave, a teacher may draw additional days from the Sick Leave Bank such that a total of 185 days is available for a given personal illness or injury, upon Sick Leave Bank Committee's determination:
 1. The member teacher suffers from a bona fide medical illness.
 2. The member teacher has exhausted all of his/her own sick leave.
 3. The member teacher has petitioned the Sick Leave Bank Committee and has submitted all information requested by the Committee.
 - d. The Sick Leave Bank Committee may from time to time promulgate such rules, regulations, requirements and procedures as may be necessary or advisable to administer the Sick Leave Bank. All information presented to the Sick Leave Bank Committee shall be kept confidential.
 - e. The determination of the Sick Leave Bank Committee with respect to any petition, including without limitation the denial of a petition or the determination of the number of days to be granted, shall be final and binding on all parties and the said Committee's decision shall not be subject to grievance or arbitration. In the event of a tie, the petition shall be referred to and decided by the School Committee.
3. Further leave for reasons of illness may, but need not be, granted by the Superintendent upon such terms and conditions, as the Superintendent shall unilaterally determine. The grant or denial of such leave and the terms and conditions thereof shall not be subject to the provisions of Article V.
 4. Upon receipt of a doctor's note certifying the incapacity for reasons of pregnancy and delivering a child the teacher will be entitled to accumulated and unused sick leave for the period of incapacity.

B. PERSONAL LEAVE

Absence without loss of pay not to exceed twenty-four (24) working hours to be taken in minimum increments of three (3) working hours in any school year shall be granted by the Principal for reasons other than reasons listed in Article IX A, provided a minimum of 24 hours advance notice is given except in the case of an emergency. If a leave request requires a substitute then three (3) days advance notice will be given except in the case of an emergency. The applicant is not required to state a reason; however, the Principal has the discretion to grant the use of accrued personal days and/or unpaid day(s) for important family and/or legal commitments/obligations scheduled outside of the employee's control. The Principal's decision to grant or deny an employee's request shall not be subject to the grievance and arbitration provisions in this Agreement. Leave hereof shall not be granted for the purpose of extending a holiday or vacation period. Leave may be taken as full day increments or in smaller increments of at least three (3) hours in length.

C. BEREAVEMENT, RELIGIOUS OBSERVANCE, JURY DUTY

Teachers shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions set forth.

1. Bereavement Leave

- a. In the event of the death of the husband, wife, significant other, child, father, mother, stepfather, stepmother, sibling, guardian, grandmother, grandfather, grandchild, or in-laws, of a teacher, the teacher shall receive up to five (5) days paid leave. Such leave is to be used immediately following the date of death except that where the interment is delayed, any one or more of said days may be used to attend the interment and related services.
- b. In extenuating circumstances, a teacher may request that the Principal grant an exception to the provisions of section Article XI., C.1.a.

2. Religious Observance

For purposes of religious observance if the religious convictions of the teacher prohibit him/her from working on said day.

3. Jury Duty

Teachers who are required to perform jury duty on a work day shall do so without loss of pay and, therefore, shall receive the difference in pay between the pay, stipend, and compensation received for jury duty and the teacher's regular pay. The teacher shall provide the Principal with copies or an accounting of all pay, stipends, and compensation received by the teacher for jury duty.

D. PROFESSIONAL LEAVE

The Principal may, but need not grant temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth. Such leave will not be arbitrarily or capriciously denied.

1. For the purpose of attending conventions, seminars, conferences, visiting other schools and for other similar purposes, leave may be granted provided that a teacher shall request such leave of the Principal five school days in advance of attendance. Teachers may be reimbursed at the same rate currently recommended by the Internal Revenue Service.
2. For the purpose of attending summer school for a period not in excess of the last five consecutive work days encompassed in the work year; provided, however, that a teacher shall so request in writing to the Principal at least fifteen days prior to the expiration of the work year; and provided further that such course is not otherwise offered later in the summer. Such request will not normally be granted if such leave would include days when students are still in school.
3. For the purpose of attending a conference or convention of the Massachusetts Teachers' Association and the National Education Association, up to two Association representatives may be granted leave, provided that a teacher shall request such leave of the Principal five school days in advance of attendance. The leave granted to these representatives under provisions of this article shall not exceed a total of four school days in any one work year. The Association shall bear the costs of any substitutes that may be required. The Committee shall not reimburse teachers attending said conferences or conventions for any expenses related thereto.

E. CONSULTATION LEAVE

The Committee and the Association agree that there is a mutual benefit to enabling teachers to share their expertise through consultation with other school systems and educational institutions. With prior approval of the Principal, teachers may be granted up to three days of consultation leave per year for such educational consultations. Teachers may accept fees for such services with the understanding that all expenses incurred including travel expenses shall not be charged to the Williamstown Public Schools.

F. PRORATION OF LEAVES

Leaves of absence with pay will be prorated consistent with the teachers' Full Time Equivalency (FTE).

ARTICLE X - TEMPORARY LEAVES OF ABSENCE WITHOUT PAY

The Superintendent may, but need not, grant temporary leaves of absence to teachers for the following reasons upon the terms and conditions herein set forth and such further terms and conditions as Committee may determine, and the grant, denial and imposition of terms and conditions by Superintendent with respect to such leave shall be conclusive and shall not be subject to grievance or arbitration:

1. For purposes of military service.
2. Because of illness or injury which does not come within the purview of Articles IX and XV hereof or which extends beyond the periods provided for in said Articles IX and XV.
3. For purposes of serving with the Peace Corps, for purposes of exchange teaching or for purposes of serving as an officer or employee of an educational organization.
4. For other purposes deemed appropriate by the Superintendent the grant of leave under this provision shall not be deemed to be a precedent with respect to subsequent grants or denials.
5. No leave granted hereunder shall extend beyond the expiration of that work year next ensuing that work year within which leave granted hereunder begins.
6. Teachers shall not, during leave granted hereunder, accrue, receive or be entitled to compensation and other benefits under the provisions of Articles IV, VII, IX, XII, XV, XVI and XIX hereof.

ARTICLE XI - SABBATICAL AND EXTENDED PROFESSIONAL LEAVES OF ABSENCE

- A. Upon recommendation of the Superintendent, who will have conferred with the Sabbatical Leave Committee of the Association and the Principal, the Committee will grant sabbatical leaves of absence for purposes of study, travel exchange teaching or other experience upon such terms and conditions as seems reasonable to the Committee in the exercise of its sole discretion provided, however, that the terms and conditions so established by the Committee shall provide for the payment to the teacher by the Committee as salary during such sabbatical, a sum which the teacher shall have arranged with the Committee.
- B. Any teacher desiring such leave must notify the Superintendent, in writing, by December 15 of his/her intent to request a sabbatical. Further, that teacher shall submit a written statement, no later than February 1 of any year, containing a rationale for the sabbatical, a description of the objectives of the sabbatical and a description of the program to be pursued.

The Superintendent shall advise the Committee of his/her recommendation on or before the next ensuing March 1.

ARTICLE XII - PROFESSIONAL DEVELOPMENT

- A. The entire cost of required conferences, seminars, lectures, workshops and similar in-service programs including fees, tuition and books, shall be borne by the Committee. Teacher attendance at such in-service programs shall be mandatory only if...
 - 1. such program is conducted within the teacher work day and work year as defined in Article VI of this Agreement, and
 - 2. the teacher is excused from all duties otherwise to be performed by the teacher during the period the teacher is in attendance at such program.
- B. To the extent that funds are available, the Committee will pay the cost of attendance at teacher initiated workshops, conferences and professional development activities.
- C. Course Reimbursement: Ten percent (10%) of Town appropriated funds for professional development, or \$2,000 whichever is greater, shall be set aside for course reimbursement. Teachers may receive up to a maximum of \$600 per teacher, per year for such reimbursement. If money is available, the Superintendent may grant additional tuition reimbursement. All courses taken for credit or for which reimbursement is sought, must be pre-approved by the Superintendent. Teachers must submit course approval forms at least two weeks prior to the beginning of a course.
- D. Committee Work: The establishment of partial days is to provide a vehicle for staff to conduct its professional business and to address the increasing demands on staff time. All teachers are expected to serve on an administrator-sanctioned committee two out of every three years. Generally, such committees shall meet monthly, throughout the school year. This article shall not preclude a teacher from voluntarily participating on more than the minimum required committees.
- E. Curriculum and committee work may be scheduled beyond the work year as defined in Article VI A.1. Participation on committees or projects that meet beyond the regular work year shall be voluntary.
- F. The Superintendent or designee in consultation with the professional development committee shall establish a tentative schedule of professional development meetings and activities as soon as possible. The final schedule for the school year beginning September 1 shall be established no later than the last day of the prior school year.

ARTICLE XIII- CAREER OPTIONS FOR VOLUNTARY INCENTIVE PROGRAM

A. Additional Teaching Load (To be available as need arises)

1. With the approval of the Principal, a tenured teacher may voluntarily teach an additional class per day for the entire year in lieu of his/her period free from direct pupil supervision if, by so doing, a savings of a similar proportional teaching position would be made by the school department, as per budget for that school year. The additional teaching responsibilities will either be posted by the Principal or proposed by a teacher.
2. No teacher on the payroll will be dismissed because of the application of additional teaching load concept.
3. An additional percentage of the teacher's base salary will be added to his/her salary for the year in which the extra class is taught. This compensation will be in direct proportion to the increase in teaching time.
4. There is no limit on length of time a teacher may carry an additional teaching load, but a teacher must apply each year in order to be considered.
5. Applicants not chosen may grieve only the issue of whether or not the Principal's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is processed through the grievance procedure.
6. The Principal may remove a teacher from the additional teaching load if in his/her judgment the quality of teaching by the individual deteriorates during the school year. The Principal's decision shall not be made the subject of a grievance nor reviewable by an arbitrator.

B. Special Project Stipends

1. Curriculum Development and Project Grants: Stipends for curriculum development work and project grants shall be paid on an hourly rate equal to the hourly rate derived by averaging the lowest and highest salaries on the salary guide:
 - Effective August 28, 2015 the hourly stipend shall be \$48.88
 - Effective August 28, 2016 the hourly stipend shall be \$49.86
 - Effective August 28, 2017 the hourly Stipend shall be \$50.86
2. Other Stipends: Stipends for other positions shall be paid as established below. The Committee may create, abolish or modify such positions. Stipends for new positions as well as for those affected by a change in job description shall be negotiated by the parties. Stipend positions shall be posted each spring for

positions beginning the subsequent September 1. Postings shall include copies of the School Committee approved job descriptions. The Principal shall be responsible for interviewing and appointing individuals to the stipend positions subject to the review and approval of the Superintendent.

- a. The stipend for Future Problem Solving Coach shall be \$1,950.00 for the life of the Agreement.
- b. The stipend for Grade Level Coordinators shall be \$1,200.00 for the life of the Agreement.
- c. Overnight rates for field trips that are a part of the grade level curriculum, requiring the supervision of children shall be paid at the rate of \$150.00 for the life of the Agreement.
- d. Field trip rates for field trips which extend beyond the teacher's workday by seven hours and are part of the general curriculum requiring the supervision of children shall be paid \$110.00 during the life of the Agreement.
- e. Mentoring will have a stipend of \$575.00 if mentoring a new teacher and a stipend of \$375.00 if mentoring an experienced teacher new to the system during the life of the Agreement.
- f. The stipend for Regional Curriculum Council shall be determined by the Committee/Superintendent.
- g. The stipend for the 6th grade musical Director shall be determined by the Committee/Superintendent.
- h. The stipend for the Sunrise Spanish Program Coordinator shall be determined by the Committee/Superintendent.
- l. The stipend for the Lego Robotics (including Vinny Competition) Coordinator shall be determined by the Committee/Superintendent.
- j. The stipend for the Wish Program Coordinator shall be determined by the Committee/Superintendent.
- k. The stipend for grant writing projects shall be determined by the Committee/Superintendent.
- l. The stipend for the Program Articulation Coordinator shall be determined by the Committee/Superintendent.
- m. The stipend for the Substitute Caller ("Sub Caller") shall be determined by the Committee/Superintendent. The parties acknowledge and agree that the "Sub Caller" is not exclusively bargaining unit work and that an administrator, an employee outside of the teachers' bargaining unit, or a volunteer may be assigned to be the Sub Caller and may perform Sub Caller work.
- n. The School Committee/Superintendent will determine on an annual basis whether there will be a long-range planning committee. The stipend for each member serving on this committee is \$600

ARTICLE XIV - JOB-SHARING

The following criteria shall apply to job-sharing arrangements initiated after January 2002:

- Written requests shall be made to the Principal no later than February 1st.
- Each applicant is urged, but not required, to recommend a particular job sharing partner.
- The job sharing arrangement will not result in additional costs to the District.
- The request will specify which job-sharing partner is eligible for health insurance benefits. It is understood that other benefits such as sick leave and longevity will be prorated.
- The Principal will make recommendations regarding these requests to the Superintendent.
- The Superintendent will make final decisions regarding job-sharing requests no later than March 15th.
- A job-sharing request may be approved by the Superintendent for up to two (2) years.
- Job sharing partners may re-apply one or more times to renew their job-sharing arrangements following the same criteria and procedures in this article.
- The Superintendent's decision is final and not subject to grievance or arbitration.

ARTICLE XV - INJURY IN COURSE OF EMPLOYMENT

A. Definitions:

1. Supplemental Benefit is the dollar difference between a teacher's workers compensation hourly rate and a teacher's hourly rate.
2. Workers compensation hourly rate is the weekly compensation benefit paid to a teacher under the provisions of Sections 34 and 35A of Chapter 152 of the General Laws of the Commonwealth (Workers Compensation Act) divided by 35 (5 days x 7 hours per day).
3. Teacher's hourly rate is the teacher's annual salary divided by 1295 (185 days x 7 hours per day).

B. A teacher shall be entitled to receive a "supplemental benefit" provided that:

1. teacher has sustained injury in the course of and arising out of employment by Committee; and
2. teacher is receiving benefits under the provisions of Section 34 of Chapter 152; and
3. teacher has accumulated sick leave under Article IX (A.1.) of this Agreement; and
4. teacher has requested supplemental benefit.

- C. Supplemental benefit paid to teacher shall be charged against accumulated sick leave in the following manner: the total dollars paid to teacher as “supplemental benefit” shall be divided by the per diem rate (annual salary divided by 185 days) of teacher. This quotient shall be the number of days to be charged against teacher’s accumulated sick leave and in no case shall such supplemental benefit exceed this quotient.
- D. A teacher shall not be entitled to receive a “supplemental benefit” between June 30 and the first day of school unless said teacher sustained injury in the course of and arising out of employment by the School Committee between June 30 and the first day of school and the injury prevents the teacher from returning to work in the first day of school following the injury.

ARTICLE XVI- INDEMNITY AND PROTECTION

A. INDEMNITY

The Committee shall, where appropriate, comply with the provisions of Chapter 258 of the General Laws of the Commonwealth as from time to time amended.

B. PROTECTION

1. If criminal proceedings are brought against a teacher alleging that teacher committed an assault in the course of employment, Committee will furnish legal counsel to defend teacher in such proceedings if teacher requests such assistance. If the Committee does not provide such counsel when requested and the teacher prevails in the proceedings, then the Committee will reimburse the teacher for reasonable counsel fees incurred by the teacher.
2. Notwithstanding the provisions of paragraph B.1. of this Article, Committee shall not provide legal counsel if the assault is alleged to have been made upon a fellow employee or a member of the Committee.

ARTICLE XVII - SUBSTITUTE TEACHERS

- A. It is agreed that substitute teachers are not members of the bargaining unit and do not come within the purview of this contract and are not entitled to the benefits of this contract.
- B. If a teacher is ill or otherwise unavailable, the Principal shall diligently seek to provide a substitute teacher. If such substitute is not available, a teacher from within the system may be required to so substitute, notwithstanding the provisions of Article VI of this Agreement; provided, however, that such substitutions shall be distributed upon an equitable basis.

ARTICLE XVIII - INSURANCE

Indemnity/PPO Plans

- Effective September 1, 2005, the Association agrees that the Committee may make the same premium contribution for any indemnity and/or PPO plans offered by the Town as the Town makes for Town employees and understands that such contribution rates may change from fiscal year to fiscal year.

HMO Plans

- Effective January 1, 2009, the Committee shall pay 75% of the premium for any HMO plan(s) (excluding the HMO Value Plus plans which shall be at 80% and the employee shall pay 20% of the premium) offered by the Town and the participating employee shall pay 25% of the premium.

POS Plan

- Effective January 1, 2009, the Committee shall pay 70% of the premium for any POS plan(s) offered by the Town and the participating employee shall pay 30% of the premium.
- Effective September 1, 2010, the Committee shall pay the same dollar amount equal to 75% of the premium for the lowest cost HMO plan (excluding the HMO Value Plus plans) towards any POS plan(s) (excluding Value Plus POS plans which shall be 70 % of the cost of the POS plans and the employee shall pay 30 % of the premium of the cost of the POS plans) offered by the Town and the participating employee shall pay the remainder of the premium, provided that under no circumstances, shall the participating employee pay less than 30% of the premium.

It is understood that employees must be considered a .5 FTE to be eligible to enroll in either the group health and hospitalization insurance program or in the HMO insurance program.

Unit members will be eligible to participate in any cafeteria plan offered to the municipal employees of the Town of Williamstown.

This Agreement shall be reopened for contract negotiations regarding salary and health insurance premium costs in the event that the Value Plus health insurance plans are no longer available to teachers.

(A copy of the Memorandum of Agreement between the Town and PEC is attached to this Agreement)

ARTICLE XIX – DEDUCTIONS AND DIRECT DEPOSIT

The Committee agrees to deduct from the salaries of its employees such sums as shall be duly authorized by employees upon forms satisfactory to the Committee, including dues for local, state and national teachers' organizations; for (1) participation in "tax sheltered" annuities, (2) group life insurance, (3) group hospitalization, (4) credit union, and (5) for participation in a flexible benefit plan to convert life and group health premiums into a pre-tax basis.

All employees will receive their pay through direct deposit.

ARTICLE XX - TEACHER EVALUATION

- A. We believe that the degree to which teachers are able to perform effectively in the classroom becomes the single, most important factor in determining the type and quality of education that children will receive. To this end, the teachers, administration, and the School Committee of the Williamstown Elementary School are committed to encouraging, supporting, and maintaining the highest possible standards of teaching. In compliance with The Massachusetts Educational Reform Act of 1993, as well pursuant to 603 CMR 35.00, the Williamstown Elementary School adopts the following performance standards and evaluation procedures in the expectation that these standards and evaluation processes will help promote competent and effective teaching.

The standards and evaluation system that follow are based upon a philosophy that a high level of teacher effectiveness can only be achieved in an atmosphere of mutual respect and positive dialogue between teacher and evaluator. Promoting professional growth and exemplary teaching practice is recognized as a complex process that requires the unflagging interest, support and enthusiasm of all parties of interest. With such principles in mind, the Williamstown Elementary School has established what it considers worthy teacher performance standards and an effective evaluation procedure that encourages and supports meaningful professional development and continuous assessment of teaching competency.

Teacher evaluation shall provide a record for personnel decisions, including decisions by the Principal/Superintendent on professional teacher status.

The processes and procedures of evaluation shall be conducted in accordance with Exhibit B of this Agreement.

ARTICLE XXI - PERSONNEL FILES

- A. A personnel file, which is the property of the Committee, will be maintained for each member of the professional staff and will contain such information as deemed appropriate exclusively by the School Committee.
- B. Personnel files shall contain the following folders: a folder with the original applications materials; a folder with all evaluation reports; a folder with all reappointment and placement correspondence.
- C. Items shall not be removed from a personnel file without the consent of the teacher.
- D. 1. Written communications received from third parties relative to the professional performance of a teacher shall not be included in the teacher's personnel file without his/her knowledge. Upon notification of the receipt of such

communication, the teacher shall acknowledge it by affixing thereon his or her signature; such signature shall not imply that the teacher agrees with the contents of the letter, and the teacher shall have the right to attach any comments thereto. No correspondence relative to the performance of a teacher shall be kept separate from the personnel file. Any written complaint (excluding email communications) regarding a teacher made to any member of the administration by any parent, student, or person will be called to the attention of the teacher within ten (10) school days when practicable.

2. In the case of an oral complaint or email communication, if in the opinion of the administration an oral complaint or email communication made to any member of the administration by a parent, student, or person is of such a nature that said complaint should be dealt with by the teacher, said complaint shall be resolved initially by the administrator informing the teacher of such complaint and requesting that the teacher contact the complaining person(s).
- E. A teacher's personnel file shall be open to his/her inspection by making an appointment with the office secretary. Files shall not be removed from the office. Teachers shall, on request, receive copies of items in their personnel file, such copies to be paid for by the teacher.

ARTICLE XXII - UTILIZATION OF SANCTIONS BY TEACHERS

The Association on its own behalf and on behalf of each member of that unit herein recognized agrees that during the term of this agreement neither the Association nor any member of aforesaid unit shall foster, participate or encourage, either directly or indirectly, any strike, slowdown, walkout or similar activity which is disruptive of the affairs of the Committee or of the educational process.

ARTICLE XXIII - REDUCTION IN FORCE

- A. Whenever the Committee, in the exercise of its discretion, determines that it shall reduce the number of teachers employed by the Committee, it shall (subject to the provisions of the General Laws of the Commonwealth of Massachusetts) implement such reduction by terminating or not renewing the employment of teachers without professional status whose position may be filled by a qualified teacher with professional status. Once a position(s) to be eliminated are recommended by the Superintendent to the School Committee, the Superintendent will notify the Association (through its president) in writing within ten days of the recommendation.

If a professional status teacher is to be terminated or reduced in FTE, the Superintendent shall determine which teacher(s) is to be terminated based on:

1. Classroom performance of the teacher as measured by the written Formal Classroom Observation Record over a 6 year period.

2. Length of service of members of the professional staff.
3. Teaching experience of members of the professional staff.
4. Certification of members of the professional staff.

If all of the factors outlined above other than length of service are substantially equal, then length of service shall prevail.

- B. Teachers with Professional Status shall receive RIF notification by May 25 of the school year preceding the school year in which reduction is to become effective.

Teachers with professional status whose employment is terminated under this article shall be given first preference in filling vacancies for a period of 24 months from the date service as a teacher ceased in inverse order of such teachers' layoff providing the teacher has the required certification for the vacancy. Specialists with professional teacher status will be considered separately in inverse order of layoff by specialist category where the vacancy exists. Specialists categories are:

- 1) Art
- 2) Music
- 3) Physical Education
- 4) Psychology
- 5) Library

Teachers with professional status whose employment has been terminated pursuant to the provisions of this article may, if permitted by the group insurer, continue with their group health and life insurance coverage for a period of two years by promptly remitting to the Committee the total premium cost in accordance with a mutually agreed upon schedule. Failure to forward premium payments to the Committee in accordance with the mutually agreed upon schedule shall terminate this right.

Teachers with professional status who have been terminated pursuant to the provisions of this article shall be given preference on the substitute list, if they so desire. Compensation shall be at the Committee's rate for substitute teachers as from time to time established by the Committee.

ARTICLE XXIV - ADMISSION OF CHILDREN OF NONRESIDENT TEACHERS

- A. The Association and the Committee recognize the mutual benefits of enabling the children of teachers to attend the Williamstown Public Schools on a reduced tuition basis. Therefore, children of teachers may be admitted to the Williamstown Public Schools under the following provisions:
1. The child must meet the entrance age requirements as established by the Committee.

2. Requests are made to the Class Size Committee which shall have authority to make final decisions regarding admission.
- B. In considering nonresident students for admission, children of teachers shall be given preference.
1. Teachers shall be responsible for ten percent (10%) of the annual regular education tuition established by the Committee.
 2. Tuition will be increased to cover the full cost to the Williamstown Public Schools associated with a program for a child receiving other than a regular education program.
- C. Teachers who reside in the Commonwealth of Massachusetts will apply for available school choice spaces before exercising their rights under Article XXIV.
- D. Sections A., B. and C. of this Article are grandfathered so that only teachers who have child(ren) in the Williamstown Public Schools as of the execution of this agreement will be covered by Sections A., B. and C. of this Article.
- E. Teachers who are not grandfathered under the provisions of this Article and who reside in the Commonwealth of Massachusetts may apply for available school choice slots.

ARTICLE XXV- SAFE AND HEALTHFUL ENVIRONMENT

A Health and Safety Committee will be formed with an Association representative from each building and two (2) administrative members. It is recommended that the school nurse and a building maintenance person be included on this committee. Duties may include, but not be limited to, reviewing health and safety suggestions and recommendations from the staff. A copy of all documentation of health related work performance in Williamstown Public Schools will be sent to the Health Committee to be kept on file. If half the members of the Health and Safety Committee are not satisfied, disputes will be referred to an outside consultant or state safety inspector. The School Committee has the financial responsibility for maintaining a safe and healthy school environment.

ARTICLE XXVI - FAMILY MEDICAL LEAVE ACT, PARENTAL LEAVE ACT, AND SMALL NECESSITY LEAVE ACT

All provisions of the Family and Medical Leave Act, Parental Leave Act, and Small Necessity Leave Act will be followed. The provisions of these laws (as well as the application form for SNLA leave) are posted in the staff room, mail room, and on the staff area website of the school.

ARTICLE XXVII - AMERICANS WITH DISABILITIES ACT

All provisions of the Americans with Disability Act shall be in full force and effect. Copies of the Act will be maintained in the Superintendent's Office for reference of the staff.

ARTICLE XXVIII - EARLY RELEASE DAYS

The establishment of regular early release days (generally one per week) is to provide time for teachers to attend professional development activities and parent conferences. Sufficient time for such activities will be created by the provision of "flex time" according to Appendix A, Calendar. The principles are established in the attached memorandum from Paul Jennings to the faculty dated March 31, 1999.

ARTICLE XXIX - NON-DISCRIMINATION

The parties to this Agreement will not discriminate on account of race, religion, creed, color, national origin, sex (including sexual harassment), sexual orientation, gender identity, age, mental or physical disability, veteran status, marital status, or union activity.

ARTICLE XXX - DURATION AND RENEGOTIATION

THIS AGREEMENT will be effective as of August 28, 2015 and remain in full force and effect through August 27, 2018.

Both parties agree that on or about October 1, 2017, they shall use their best efforts to negotiate an Agreement to become effective on the expiration of this Agreement.

The Committee agrees to provide each member of the bargaining unit with one copy of the parties' collective bargaining agreement (August 28, 2015 through August 27, 2018).

IN WITNESS WHEREOF, we have affixed our hands this 1st day of Feb, 2016.

WILLIAMSTOWN EDUCATION ASSOCIATION

WILLIAMSTOWN SCHOOL COMMITTEE

By 
Co-President

By 
Chairman

By 

Exhibit A – Salary Schedule – August 28, 2015 through August 27, 2018

**(185 DAY CONTRACT)
August 28, 2015 - August 27, 2016**

Step	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60
0	39,702	41,631	42,173	46,272	47,317	48,621	49,928	51,232	52,538
1	40,722	42,430	43,344	47,750	49,012	50,318	51,970	53,401	55,006
2	41,777	42,710	43,624	48,121	49,440	50,742	52,480	53,943	55,621
3	42,338	42,991	43,905	48,491	49,861	51,166	52,989	54,485	56,242
4	42,899	43,552	44,464	48,861	50,285	51,591	53,499	55,028	56,860
5	44,019	44,672	45,586	49,229	50,708	52,015	54,010	55,569	57,477
6	46,239	47,022	47,936	50,708	52,409	53,844	56,052	57,737	59,945
7	48,458	49,372	50,287	53,037	54,103	55,409	58,093	59,905	62,415
8	51,278	51,721	52,636	55,366	56,568	57,889	60,143	62,075	64,886
9	0	54,374	55,409	57,694	59,013	60,371	62,177	64,244	67,356
10	0	0	57,261	59,979	61,466	62,845	64,222	66,410	69,825
11	0	0	0	62,394	63,921	65,327	66,736	68,575	72,296
12	0	0	0	65,217	66,375	67,942	69,247	70,748	74,767
13	0	0	0	68,039	69,378	70,869	72,359	73,904	77,234
14	0	0	0	70,861	72,381	73,718	75,470	77,059	79,706
15	0	0	0	73,687	75,123	76,428	78,582	80,214	82,172
16	0	0	0	75,149	76,613	77,945	80,142	81,807	83,804
17	0	0	0	77,022	78,525	79,888	82,141	83,847	85,895

LONGEVITY PAYMENTS

Upon completion of the years of service in the Williamstown Public Schools, as specified below, teachers shall receive, in addition to their salary, longevity payments as follows:

10-14	\$1,000
15-19	\$1,500
20-24	\$2,000
25-29	\$2,500
30+	\$3,000

ADDITIONAL SALARY PAYMENTS

A unit member who has completed fifteen (15) years service in the Williamstown Public Schools may choose to increase their salary in either of the following ways by giving the Superintendent written notice by December 31st of the year prior to said salary increase.

- A. A nine percent (9%) annual salary increase over and above the negotiated salary schedule for a period not to exceed two (2) years.
- B. A fifteen percent (15%) salary increase over and above the negotiated salary schedule for a period not to exceed one year.

**(185 DAY CONTRACT)
August 28, 2016 through August 27, 2017**

Step	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60
0	40,497	42,464	43,016	47,198	48,263	49,594	50,927	52,256	53,589
1	41,537	43,279	44,211	48,705	49,992	51,324	53,009	54,469	56,106
2	42,613	43,565	44,497	49,083	50,429	51,757	53,530	55,022	56,733
3	43,185	43,851	44,783	49,461	50,858	52,190	54,049	55,575	57,367
4	43,757	44,423	45,353	49,838	51,291	52,622	54,569	56,129	57,997
5	44,900	45,565	46,498	50,214	51,722	53,055	55,090	56,680	58,627
6	47,163	47,962	48,895	51,722	53,457	54,921	57,173	58,892	61,144
7	49,427	50,360	51,293	54,098	55,185	56,518	59,255	61,103	63,663
8	52,304	52,756	53,689	56,473	57,700	59,047	61,346	63,317	66,184
9	0	55,462	56,518	58,848	60,193	61,578	63,421	65,529	68,703
10	0	0	58,406	61,179	62,696	64,102	65,507	67,738	71,222
11	0	0	0	63,642	65,200	66,633	68,070	69,946	73,741
12	0	0	0	66,521	67,703	69,301	70,632	72,163	76,262
13	0	0	0	69,400	70,766	72,286	73,806	75,382	78,779
14	0	0	0	72,279	73,829	75,193	76,979	78,600	81,300
15	0	0	0	75,161	76,625	77,956	80,153	81,818	83,816
16	0	0	0	76,651	78,145	79,504	81,745	83,443	85,480
17	0	0	0	78,563	80,095	81,486	83,783	85,524	87,613

LONGEVITY PAYMENTS

Upon completion of the years of service in the Williamstown Public Schools, as specified below, teachers shall receive, in addition to their salary, longevity payments as follows:

- 10-14 \$1,000
- 15-19 \$1,500
- 20-24 \$2,000
- 25-29 \$2,500
- 30+ \$3,000

ADDITIONAL SALARY PAYMENTS

A unit member who has completed fifteen (15) years service in the Williamstown Public Schools may choose to increase their salary in either of the following ways by giving the Superintendent written notice by December 31st of the year prior to said salary increase.

- A. A nine percent (9%) annual salary increase over and above the negotiated salary schedule for a period not to exceed two (2) years.
- B. A fifteen percent (15%) salary increase over and above the negotiated salary schedule for a period not to exceed one year.

**(185 DAY CONTRACT)
August 28, 2017 through August 27, 2018**

Step	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60
0	41,306	43,313	43,877	48,142	49,228	50,586	51,945	53,301	54,661
1	42,368	44,144	45,095	49,679	50,992	52,350	54,070	55,558	57,228
2	43,465	44,436	45,387	50,065	51,438	52,792	54,600	56,122	57,868
3	44,049	44,728	45,679	50,450	51,875	53,233	55,130	56,687	58,514
4	44,632	45,311	46,260	50,835	52,316	53,675	55,660	57,251	59,157
5	45,797	46,477	47,428	51,218	52,757	54,116	56,192	57,814	59,799
6	48,107	48,922	49,873	52,757	54,526	56,019	58,317	60,070	62,367
7	50,416	51,367	52,319	55,180	56,289	57,648	60,440	62,325	64,936
8	53,350	53,811	54,763	57,602	58,854	60,228	62,573	64,583	67,508
9	0	56,571	57,648	60,025	61,397	62,810	64,689	66,839	70,077
10	0	0	59,574	62,402	63,949	65,384	66,817	69,093	72,646
11	0	0	0	64,915	66,504	67,966	69,432	71,345	75,216
12	0	0	0	67,852	69,057	70,687	72,044	73,606	77,788
13	0	0	0	70,788	72,181	73,732	75,282	76,890	80,355
14	0	0	0	73,724	75,305	76,697	78,519	80,172	82,926
15	0	0	0	76,664	78,158	79,515	81,757	83,454	85,492
16	0	0	0	78,184	79,708	81,094	83,380	85,112	87,190
17	0	0	0	80,134	81,697	83,116	85,459	87,234	89,365

LONGEVITY PAYMENTS

Upon completion of the years of service in the Williamstown Public Schools, as specified below, teachers shall receive, in addition to their salary, longevity payments as follows:

10-14	\$1,000
15-19	\$1,500
20-24	\$2,000
25-29	\$2,500
30+	\$3,000

ADDITIONAL SALARY PAYMENTS

A unit member who has completed fifteen (15) years service in the Williamstown Public Schools may choose to increase their salary in either of the following ways by giving the Superintendent written notice by December 31st of the year prior to said salary increase.

- A. A nine percent (9%) annual salary increase over and above the negotiated salary schedule for a period not to exceed two (2) years.
- B. A fifteen percent (15%) salary increase over and above the negotiated salary schedule for a period not to exceed one year.

Exhibit B – Educator Evaluation System

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Purpose of Educator Evaluation

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and

additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03). (Evidence that has not been shared with the educator shall not be utilized in the evaluation process).

- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The parties will meet to collaboratively discuss district determined measures when guidance is released by the DESE. If DESE releases new regulations or guidelines concerning District Determined Measures that are subject to collective bargaining neither party waives their bargaining rights.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS who are rated needs improvement. Teachers who successfully complete a Directed Growth Plan shall be placed on a Self-Directed Growth Plan in the next cycle. If by June 1st, the Educator does not receive a rating of proficient or exemplary, he or she shall be rated unsatisfactory and shall be placed on an Improvement Plan at the beginning of the next academic year.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of a time period sufficient to achieve the goals in the improvement plan, of at least 30 instructional days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the

Educator's unsatisfactory performance. During the first two full school years of this instrument only (2013-2014, 2014-2015), the time period shall be at least 60 instructional days.

In the unusual circumstance where an Educator with PTS moves directly from a self-directed growth plan to an improvement plan, the improvement plan shall be at least 60 instructional days in duration and no more than one school year beginning on the next academic year. During the first two full school years of this instrument only (2013-2014, 2014-2015) an Educator with PTS who moves directly from a self-directed growth plan to an Improvement Plan shall be placed on an Improvement Plan of at least 90 instructional days in duration and no more than one school year in duration. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year. The Evaluator may not require the Educator to engage in the suggested summer activities.

- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** The Principal 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.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. Any demonstration of student knowledge and skill attainment, which may include, but are limited to informal checks of student understandings, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios, multi-stage performance tasks, internships, service learning projects, district and state determined measures (when implemented by the state). This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the

worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U) ***Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

- DD) ***Trends in student learning:** At least two years of data, or three years of data where available, from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

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

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

4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts will use the rubrics provided by ESE.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
 - iv) Educators hired after the annual training shall be provided an overview and forms within four weeks of their hire, but no later than six weeks.

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

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 15th or within four weeks of the start of their employment at the school whichever is longer. It is understood that the Self-Assessment portion must be completed prior to the beginning of the Goal Setting Process.
 - ii) Nothing herein shall prevent a teacher from expediting this process and completing the Self-Assessment and Goal Setting cycles prior to the October 15th deadline. Teachers are encouraged to complete this process as soon as they are prepared.
 - iii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

- B) Proposing the goals
 - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 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 negotiate the process for determining the Educator's impact on student learning, growth, and achievement after ESE issues more guidance on this matter.

- C) Educator Plan Development Meetings shall be conducted as follows:
- i) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school to review regulatory and contractual requirements for the evaluation, including Goal Setting and the Educator Plan. Dependent on the Educator's date of hire, the Evaluator will make every effort to have this meeting so that the Educator can meet the October 15th deadline for Self-Assessment and Goal Setting to be completed. This meeting may involve more than one Educator.
 - ii) All other Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first year of practice:
- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

- ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
 - A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle. Using the protocol described in Section 11.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
 - D) Any observation, in which the educator receives a Needs Improvement or Unsatisfactory rating shall be followed up with an announced observation no later than twenty school days.

11) **Observations**

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

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

- A) Unannounced Observations

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

- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.
- D) Any observation, in which the educator receives a Needs Improvement or Unsatisfactory rating shall be followed up with an announced observation no later than twenty school days.

12) **Evaluation Cycle: Formative Assessment**

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

cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

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

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

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

14) **Evaluation Cycle: Summative Evaluation**

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

- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

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

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

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

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will 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) Improvement plan shall mean a plan developed by the Evaluator of a time period sufficient to achieve the goals in the improvement plan, of at least 30 instructional days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. During the first two full school years of this instrument only (2013-2014, 2014-2015), the time period shall be at least 60 instructional days.

In the unusual circumstance where an Educator with PTS moves directly from a self-directed growth plan to an improvement plan, the improvement plan shall be at least 60 instructional days in duration and no more than one school year beginning on the academic year. During the first two full school years of this instrument only (2013-2014, 2014-2015) an Educator with PTS who moves directly from a self-directed growth plan to an Improvement Plan shall be placed on an Improvement Plan of at least 90 instructional days in duration and no more than one school year in duration. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year. The Evaluator may not require the Educator to engage in the suggested summer activities.

- 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 ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- 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 in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) 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 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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 15 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, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties may agree that all Educators in the district will be evaluated under the new procedures at the outset of this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures.
- G) The parties agree to use the DESE provided forms and review the forms as part of the joint labor-management evaluation team

EXHIBIT C – 183rd DAY

Article VL A-2 An "additional" day added to the teacher school year effective September 1993, shall be a flexible day served at the discretion of the teacher. Written notification on how that day is used shall be given to the principal.

Name _____ Date _____

After you have completed your 183rd day, please submit this form to the principal within three weeks after the completion of the day in order to be paid for the day's work. If this form is not submitted before June 1 of the school year, you will be deducted pay for one full day's work.

Date that the 183rd day was completed _____

Please check the type of activity completed.

- _____ Professional Development (course work, seminar, conferences, etc.)
- _____ Curriculum Development
- _____ Student Accommodations
- _____ Student Assessment and Reporting
- _____ Other

Please give a brief description of the activity completed: _____

EXHIBIT D
Memorandum of Agreement
June 13, 2008

The Williamstown School Committee (“Committee”) and the Williamstown Education Association (“WEA”) recognize the many challenges the school district faces in recruiting speech and language pathologists including but not limited to meeting changing salary requirements in a highly competitive market. It is the intent of the parties to recruit and retain permanent full time and/or part time speech and language pathologists.

The Williamstown School Committee by this memorandum of agreement hereby accretes part-time and full-time speech and language pathologists into the bargaining unit.

It is the intent of the parties to hire speech and language pathologists in permanent bargaining unit positions. The parties agree to the following process to recruit these positions and the terms relating to employment:

1. The Committee agrees to advertise vacancies for speech and language therapists in at least two newspapers or other media during the second half of the school year for an anticipated vacancy commencing with the start of the following school year;
2. The WEA will appoint two teachers or other employees represented by the WEA to participate as members of an interview panel for candidates for the position of speech and language pathologist. The interview panel will make a hiring recommendation to the Superintendent;
3. The Superintendent/Special Education Director will keep the Co-Presidents of WEA updated throughout the entire hiring process and will notify them in writing if there are not qualified applicants or if the district is not able to hire a candidate(s);
4. When it is not possible to hire an employee(s) to provide speech and language pathologist services and the provisions of this agreement have been followed, the Superintendent/designee may temporarily engage or continue to engage contractors and/or consultants to provide speech and language pathologist services for up to a one academic year contract during which the district will repeat the recruitment process in order to seek and hire permanent employees;
5. The Superintendent may establish the pay for all employees hired as speech and language pathologists in accordance with the following:
 - a. Initial step placement on the salary schedule will be at the sole discretion of the Superintendent. The Superintendent may place the employee at a higher step than what is reflected by her/his actual experience provided that the column she/he is placed in reflects such employee’s academic degree(s) and credits. The

Superintendent will notify the Association Co-Presidents regarding the step placement;

- b. The employee will advance one step each year in accordance with the provisions of Article IV Section B 4a.

The Superintendent/designee may require speech and language pathologist(s) to work during the summer at that employee's per diem rate, and the Superintendent/designee shall determine the number of days each speech and language pathologist shall be required to work during the summer.

6. The following provisions in the collective bargaining agreement shall not apply to speech and language pathologists
 - Article IV, B.2 and C. 1
 - Article XVII B.
7. The parties agree to include this agreement in the body of the 2008-2011 collective bargaining agreement.
8. The parties agree to accrete full time and part-time Speech and Language Pathologists into the collective bargaining agreement upon ratification of the parties.
9. Effective upon ratification of this memorandum by the Williamstown Education Association and Williamstown School Committee, the October 2005 Memorandum of Agreement regarding accretion of full-time speech therapist will be replaced by this document.
10. The parties agree to include full-time and part-time Speech-Language Pathologists into the Recognition provision of the 2008-2011 collective bargaining agreement.
11. This agreement is subject to ratification of the Williamstown School Committee and the Williamstown Education Association.

Signed on this day, June 13, 2008, by the Williamstown School Committee and the Williamstown Education Association

EXHIBIT E
Agreement
6/13/08
Accretion of Occupational Therapist

The Williamstown School Committee (“Committee”) and the Williamstown Education Association (“WEA”) recognize the many challenges the school district faces in recruiting occupational therapists including but not limited to meeting changing salary requirements in a highly competitive market. It is the intent of the parties to recruit and retain permanent full time and/or part time occupational therapists.

The Williamstown School Committee hereby agrees to accrete part-time and full-time occupational therapists into the bargaining unit.

It is the intent of the parties to hire occupational therapists in permanent bargaining unit positions. The parties agree to the following process to recruit these positions and the terms relating to employment:

1. The Committee agrees to advertise vacancies for occupational therapists in at least two newspapers or other media during the second half of the school year for an anticipated vacancy commencing with the start of the following school year;
2. The WEA will appoint two teachers or other employees represented by the WEA to participate as members of an interview panel for candidates for the position of occupational therapist. The interview panel will make a hiring recommendation to the Superintendent;
3. The Superintendent/Special Education Director will keep the Co-Presidents of WEA updated throughout the entire hiring process and will notify them in writing if there are not qualified applicants or if the district is not able to hire a candidate(s);
4. When it is not possible to hire an employee(s) to provide occupational therapist services and the provisions of this agreement have been followed, the Superintendent/designee may temporarily engage or continue to engage contractors and/or consultants to provide occupational therapists services for up to a one academic year contract during which the district will repeat the recruitment process in order to seek and hire permanent employees;
5. The Superintendent may establish the pay for all employees hired as occupational therapists in accordance with the following:
 - a. Initial step placement on the salary schedule will be at the sole discretion of the Superintendent. The Superintendent may place the employee at a higher step than what is reflected by her/his actual experience provided that the column she/he is placed in reflects such employee’s academic degree(s) and credits. The

Superintendent will notify the Association Co-Presidents regarding the step placement;

- b. The employee will advance one step each year in accordance with the provisions of Article IV Section B 4a.

The Superintendent/designee may require occupational therapist(s) to work during the summer at that employee's per diem rate, and the Superintendent/designee shall determine the number of days each occupational therapist shall be required to work during the summer.

6. The following provisions in the collective bargaining agreement shall not apply to occupational therapists:
 - Article IV, B.2 and C.1
 - Article XVII B.
7. The parties agree to include this agreement in the body of the 2008-2011 collective bargaining agreement.
8. The parties agree to accrete full time and part-time Occupational Therapists into the 2008-2011 collective bargaining agreement.
9. The parties agree to include full-time and part-time Occupational Therapists into the Recognition provision of the 2008-2011 collective bargaining agreement.

Signed on this day, June 13, 2008, by the Williamstown Education Association and the Williamstown School Committee.

EXHIBIT F

**Williamstown Elementary School Employee's
Request for Time Off Under The Small
Necessity Leave Act (SNLA)***

Please attach this Certificate to the yellow Staff Leave Request Form when requesting SNLA.

Name _____ Date _____

I certify that on _____ I am requesting _____ hours of
leave between the hours of _____ and _____ on _____
date

for the following purpose:

- to participate in school activities directly related to the educational advancement of my son or daughter
- to accompany my son or daughter to routine medical or dental appointments such as check-ups or vaccinations
- to accompany my elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care.

Employee's Signature: _____

Dated: _____

*Employee must have been employed for at least 12 months and have worked at least 1,250 hours during the preceding 12 month period by the Williamstown Elementary School at the time that the leave is requested.

The request for leave time is sent to the Principal and the Secretary to the School Committee

Approved Denied Dated

For information about SLNA:
www.mass.gov/ago/doing-business-in-massachusetts/labor-laws-and-public-construction/wage-and-hour/small-necessities-leave.html

EXHIBIT G

MEMORANDUM OF AGREEMENT

WHEREAS, The Town of Williamstown Board of Selectmen voted on February 27, 2012 to Elect to Adopt M.G.L. c. 32B s. 21-23 for the purpose of engaging in the process to change health insurance benefits.

WHEREAS, The Town of Williamstown and the duly formed Public Employee Committee (PEC) have negotiated said changes.

NOW THEREFORE, The Town of Williamstown and the PEC agree as follows:

- 1. Effective July 1, 2012 the Town shall offer subscribers only the following Blue Cross/Blue Shield health insurance plans as attached;

Table with 2 columns: Plan Name, Deductible Status. Rows include HMO - Value Plus, POS - Value Plus, PPO - Value Plus and their corresponding Deductible versions.

MEDEX

- 2. For the purposes of this Agreement, the term "subscribers" shall mean all employees, retirees, surviving spouses and dependents enrolled in a health insurance plan through the Town on the date of this agreement.
3. The Town and the PEC understand and agree that only those subscribers enrolled in Network Blue, Blue Choice or Blue Care Elect (the so called "Legacy Plans") on the date of this agreement shall receive mitigation monies commencing within two payroll periods after July 1, 2012 through premium reductions towards health insurance only, in the amount of \$369.86 per subscriber in the following manner:
(a) Town employees, weekly.
(b) School employees, bi-weekly.
(c) School employees on 21 pay periods, beginning with the first payroll period of the 2012-2013 school year.
(d) Non- MEDEX Retirees, monthly.

- 4. Any employee who subscribes to a Deductible plan during the 2012 open enrollment period will receive the following one time payment in addition to any payment for which (s)he would have otherwise qualified at the corresponding plan level in paragraph 3 above:

Table with 2 columns: Plan Name, One-time Payment Amount. Rows include HMO Individual/Family, CHOICE Individual/Family, and PPO Individual/Family.

5. The Town and the PEC agree to provide notice to The Health Insurance Review Panel and the Secretary of Administration and Finance by sending a copy of this agreement within three business days of the date of this agreement between the Town and the PEC. The Health Insurance Review Panel will be notified that there is no need for its services.
6. The Town of Williamstown agrees to advocate on behalf of its employees, retirees, surviving spouses and dependents that the Berkshire Health Group continue to offer the Value Plus plans through at least June 30, 2015. The Town will continue to offer the Value Plus plans through at least June 30, 2015 provided the Plans are offered by the Berkshire Health Group and the Town remains a member of the Berkshire Health Group.

Effect of the Agreement

This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any collective bargaining agreements.

Scope and Modification

If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding. This written Agreement shall constitute the whole of the Agreement between the Town and the PEC. The Agreement may be modified only through a mutual written agreement between the Town and the PEC.

For The Town of Williamstown:

Dated: 4-13-12

For the Public Employee Committee:

Dated: 04/13/12

Dated: 4-13-12

Dated: 4/13/12

Dated: 4/13/12

Dated: 4/13/12

Dated: _____