AGREEMENT BETWEEN THE

WRENTHAM SCHOOL COMMITTEE AND WRENTHAM TEACHERS' ASSOCIATION

August 27, 2022-August 26, 2025

Contents

PREAMBLE 4
ARTICLE I - UNION SECURITY 4
ARTICLE II - GRIEVANCE PROCEDURE 5
A. Definitions 5
B. Grievance Format 5
C. Grievance Procedure 5
D. Miscellaneous 6
ARTICLE III - MANAGEMENT RIGHTS 7
ARTICLE IV - LEAVE OF ABSENCE WITH PAY 7
A. Sick Leave 7
B. Personal Leave 8
C. Professional Improvement 8
D. Educational Meetings 8
E. Bereavement Leave 8
F. Sick Bank 9
ARTICLE V – PARENTAL LEAVE 9
ARTICLE VI - LEAVES OF ABSENCE WITHOUT PAY 11
ARTICLE VII - RESIGNATIONS 13
ARTICLE VIII - PAYROLL DEDUCTIONS 13
ARTICLE IX – POSTINGS/TEACHER ASSIGNMENTS 13
ARTICLE X –REDUCTIONS IN FORCE 14
ARTICLE XI - DUTIES 16
ARTICLE XII - SUBSTITUTES 16
ARTICLE XIII - PLANNING TIME 17
ARTICLE XIV - MEETINGS 17
ARTICLE XV - LUNCH PERIODS 18
ARTICLE XVI - JUST CAUSE 18
ARTICLE XVII - SAVINGS AND SEPARABILITY 18
ARTICLE XVIII - TEACHER WORK DAY AND YEAR 19
AND OTHER CONDITIONS OF EMPLOYMENT 19
ARTICLE XIX - COMPENSATION 20
ARTICLE XX - EVALUATION INSTRUMENT 23
ARTICLE XXI - INDUCTION AND MENTORING PROGRAMS 23

A. Definitions 23
B. New Teacher Orientation 23
C. New Teacher Induction Program 24
D. Mentor Program – see standards as outlined in 6.03 CMR 7.02 25
E. Report 25
ARTICLE XXII - DURATION 26
2022-2023 SALARY SCALE 27
2023-2024 SALARY SCALE 28
2024-2025 SALARY SCALE 29
Stipends 30
APPENDIX B: 32
EVALUATION INSTRUMENT, PROCEDURES AND PROCESS 32

PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made on the date of execution indicated at the end of the duration article, by the Wrentham School Committee of the elementary schools of the Town of Wrentham (state code 350, sometimes hereinafter referred to as the Committee) and the Wrentham Teachers' Association (hereinafter sometimes referred to as the Association).

ARTICLE I - UNION SECURITY

The Committee hereby recognizes the Wrentham Teachers' Association as the exclusive bargaining agent and representative of all Unit A members holding contracts from the Committee for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment and any other questions arising hereunder.

Unit A includes full and part-time classroom, special subject and special education teachers, school librarian, school nurse(s), curriculum specialists, adjustment counselors, team chair, and school psychologists, working under any Massachusetts license from the Massachusetts Department of Elementary and Secondary Education.

1. The Association shall have up to 30 minutes to meet privately with newly hired or newly placed employees at any scheduled new employee orientation in the building where they work without loss of pay or time off. If no building orientation exists for that group of employees, the Association shall have the opportunity to schedule a 30-minute meeting with newly hired or newly placed employees without loss of pay or time off for the employees.

2. The Association shall have permission to use the Wrentham Public Schools (WPS) email and electronic communication system for general announcements, such as the announcement of general membership meetings, contract ratification meetings, and social events, provided that such use does not create an undue burden on network capacity, system administration, or have political content.

3. Within 10 calendar days of a request by the Association, the Committee shall provide a docket of personnel information for bargaining unit members. This docket shall contain a summary page of all below:

   a. All Unit A members, including employee first and last names, personal contact information (including telephone number, email address, and mailing address), school, job classification, FTE, Step, and date of hire.

4. By August 1st of each year, the Committee will provide to the Association a list of newly-hired bargaining unit members containing their names, personal contact information, and work location. If any employee is hired after August 1st, this information will be forwarded to the Association within 10 calendar days.

5. If a third party, such as an advocacy group, labor organization, or individual other

than the Association, requests contact or employment information of bargaining unit members' information through an MGL 150E information request or Public Records Request, the Committee will inform the Association of such request and the name of the requestor within twenty-four (24) hours.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is a dispute over the interpretation or application of the terms or provisions of the contract.

2. Grievant – A grievant may be either an individual employee or group of employees.

3. Days - Days shall mean school days except during the summer recess when days shall mean when the District Office is open.

B. Grievance Format

All grievances shall specify the nature of the grievance, article(s) of the contract violated, date the alleged violation occurred, name of the grievant, the name of the person giving rise to the grievance, and the remedy sought.

C. Grievance Procedure

1. Purpose: The purpose of the grievance procedure is to produce prompt and equitable solutions to those problems that from time to time may arise. The Committee and the Association desire that the stated grievance procedures shall always be informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

2. Level 1 - Informal Step
   A grievant shall present his/her grievance orally to the principal within ten (10) days of the action giving rise to the claim or from the date the individual should have reasonably known of such action. The principal shall respond orally to the grievance within five (5) days of any discussion. In addition, the Association through its representative shall have the right to receive from the principal a written verification of the date this step occurred including the identification of the grievant. However, no other information will be required to be divulged at this step.

3. Level 2 – Principal
   If the grievant is not satisfied with the disposition of the grievance at the informal step within five (5) days of the oral response or fifteen (15) days from the action giving rise to the grievance, the grievance may be presented in writing in accordance with section B above. Within five (5) days of receipt of the grievance, the Principal shall meet with the grievant and within ten (10) days of such meeting

shall respond in writing with an answer.

4. Level 3 - Superintendent
   If the grievant is not satisfied with the disposition of the grievance at Level 2, within five (5) days of the written response or ten (10) days of the meeting to discuss the grievance, the grievant may appeal the grievance to the Superintendent. Within five (5) days of receipt of the grievance, the Superintendent shall meet with the grievant and within ten (10) days of such meeting shall respond in writing with an answer.

5. Level 4 - School Committee
   If the grievant is not satisfied with the disposition of the grievance at Level 3, within five (5) days of the written response or ten (10) days of the meeting to discuss the grievance, the grievant may appeal the grievance to the School Committee. The School Committee shall hear the grievance at the next regularly scheduled Committee meeting during Executive Session provided at least five (5) days' notice of such appeal has been given. Within fifteen (15) days of the close of the meeting to hear the appeal, the Committee shall render a decision in writing to the grievant.

6. Level 5 - Arbitration
   a. If the Association is not satisfied with the resolution of the grievance at Level 4, it may, by so notifying the Committee within ten (10) days of receipt of the Committee's decision, submit the grievance to arbitration. The submission shall be in the form of a Demand for Arbitration. Within ten (10) days of receipt of the Demand by the Committee, the President of the Association or designee and the Chair of the School Committee or designee shall attempt to agree upon the name of an arbitrator. If, within five (5) days of such attempt, no agreement can be reached, the Demand may be submitted to the American Arbitration Association. The parties agree to be bound by the rules and procedures of the American Arbitration Association.
   b. The arbitrator shall be without authority to render a decision that requires the commission of an act prohibited by law or in violation of the terms of this Contract.
   c. The expense of such arbitration shall be split between the Association and the School Committee.

D. Miscellaneous

1. An employee may present a grievance to the employer and have such grievance heard without the intervention of the Association. However, the Association has the right to be present at any meeting where the grievance is discussed and provided no grievance resolution is inconsistent with the terms of this Contract.

2. If a grievance is not initiated or appealed in accordance with this procedure the grievance shall be deemed waived.

3. The time limits stated herein may be extended in writing by mutual agreement of the parties.

4. Each time a grievance is appealed the reason for the appeal must be responsive to the answer at the previous level of the procedure.

ARTICLE III - MANAGEMENT RIGHTS

Subject to the provisions of this Contract, the Committee and the Superintendent reserve and retain full authority and discretion in the proper discharge of their duties and responsibilities, to control and supervise the Wrentham Public Schools and the professional staff under existing laws, ordinances and regulations.

ARTICLE IV - LEAVE OF ABSENCE WITH PAY

A. Sick Leave

1. Sick days will hereafter be titled "Teacher/family sick days". Teacher/family sick days for short-term immediate illness will be limited to family members who reside in the household. Teachers may use teacher/family sick days to support family members who do not reside in the household with the approval of the Superintendent or his/her designee.

2. Teachers shall accrue sick leave at the rate of one and one-half (1-1/2) days per month for a total of fifteen (15) days per year. In certain cases, the School Committee may request the school health services personnel to determine that the teacher is unable to teach. At the discretion of the Superintendent, a teacher may be allowed to utilize paid teacher/family sick days in advance of them having been accrued. In cases of suspected abuse of sick leave, a teacher may be required to provide a note from a doctor and/or be examined at the School Committee's expense, by a doctor designated by the Superintendent.

3. Employees shall be able to accumulate 184 teacher/family sick days.

4. Once a teacher has notified the Committee she/he is resigning, retiring, or going on a leave of absence, use of sick leave beyond three (3) consecutive days must be for just cause and may be verified by a doctor's certification. No sick leave will be given to employees in this situation if the Committee has requested verification of use of sick leave. The doctor's certification in such case will be at the expense of the Committee. The school doctor will make the certification when the expense is borne by the Committee. If any other doctor is used, it will be at the teacher's expense. The teacher could be reimbursed in an amount equal to the standard fee of the school doctor, if the teacher used his/her own doctor at the request of the Committee. If the reasons for the leave is an operation or a period of recuperation from an illness, then the doctor must certify that the operation, etc., is not elective and if of an emergency nature not to be postponed to a period of time when school is not in session or after employment has terminated.

B. Personal Leave

1. Five (5) days of personal leave, non-accumulative, for each full year may be granted for the following reasons:

    a. Three personal days, no reason given, with at least 3 days advance notice, when feasible.
    b. Two days with prior approval, with at least 3 days advance notice, when feasible, of the Principal and the Superintendent.
        i. All three no reason given personal days must be used prior to using such days.
        ii. Such days must be approved by the Principal and/or Superintendent prior to entering into the Absence Management System.
        iii. Such personal days may be taken for special circumstances on the day before or after a vacation or extended weekend at the discretion of the Superintendent once per contract period.

2. No more than three (3) teachers may take such days on any one school day.
3. Teachers may submit a written request to the Committee for personal emergencies not specifically covered by the Contract. Pay will not be deducted for such leave until the Committee acts.
4. Personal leave days shall not be deducted from sick leave.

C. Professional Improvement

Teachers may be granted time for professional improvement to visit another school system for the purposes of improving their instructional ability or to observe a particular educational program upon permission of the Administration. Administration will provide substitute coverage upon request of the teacher. There may be times when a substitute teacher is not available.

D. Educational Meetings

Teachers may be granted permission to attend educational meetings or conferences with reasonable expenses reimbursed, upon written request to the Administration. Mileage shall be reimbursed at the current IRS rate per mile. Administration will provide substitute coverage upon request of the teacher. There may be times when a substitute teacher is not available.

E. Bereavement Leave

1. Teachers will be granted bereavement leave with pay for five (5) calendar days beginning the day after the death of a teacher's parent, child, spouse, sibling, grandparent, grandchild, mother-in-law, or father-in-law.

2. Teachers will be granted up to two (2) days of bereavement leave with pay at the time of the death of the teacher's aunt, uncle, cousin, brother-in-law, sister-in-law, or other member of the teacher's immediate household not otherwise included in this or the preceding paragraph.

3. Bereavement leave under the preceding two paragraphs will not be deducted from sick leave or from personal leave.

4. Additional bereavement leave may be granted at the discretion of the Superintendent.

F. Sick Bank

Teachers will be entitled to enter the Wrentham Schools Sick Bank by the donation of two of their allotted teacher/family sick days. Teachers who have exhausted their entire number of teacher/family sick days may apply to the Sick Bank Board, consisting of the WTA president, school principal and superintendent for up to 20 additional teacher/family sick days in any given year. They may make such application for teacher/family days as defined in Article IV, Section A1. The decision of the board is final. If at the end of any school year the bank has 150 days remaining, the voluntary contribution in the following September will be one day.
No teacher may apply to the sick bank if they have not contributed.

ARTICLE V – PARENTAL LEAVE

A. Parental Leave: Teachers shall be granted parental leave for the birth or adoption of a child. Such leaves to be governed by the following conditions:

1. Employee Without Professional Teacher Status. An employee without professional teacher status, who has been employed by the Committee for at least three (3) consecutive months as a full-time employee, shall be entitled to parental leave for a period not to exceed twelve (12) weeks. Such leave is available for the birth, adoption, or placement of a child under the age of 18 (or age 23 if the child is mentally or physically disabled). If any regularly scheduled school vacation days fall during any portion of the twelve week period of leave, the employee shall be entitled to additional days equal to the same number of scheduled school vacation days. This provision does not apply to summer vacation periods or Saturdays and Sundays, which fall during a school vacation period. The employee may use any accrued, unused personal days during this period. The employee may be entitled to use of sick leave for this period, as explained in Article IV. At a minimum, if possible, the employee shall give two weeks' written notice to the Superintendent of his/her anticipated date of departure and intention to return to duty. It is preferable that the employee give at least sixty (60) calendar days' written notice to the Superintendent of Schools, whenever possible. If appropriate, such notice shall include a written statement from her physician attesting to the employee's ability

to continue performing the essential functions of her position and giving an estimate of the delivery date. Such notice may be considered as a request for leave under the provisions of the Family and Medical Leave Act of 1993. The employee shall be permitted to continue on active duty until such date, provided she does perform the essential functions of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee.

2. Employee with Professional Teacher Status. An employee with professional teacher status may be entitled to parental leave for a period of up to two (2) years, except as is otherwise provided herein, from the date of its commencement. At a minimum, if possible, the employee shall give two weeks' written notice to the Superintendent of his/her anticipated date of departure and intention to return to duty. It is preferable that the employee give at least sixty (60) calendar days' written notice to the Superintendent of Schools, whenever possible. Such notice may, where appropriate, include a written statement from her physician attesting to the employee's ability to continue performing the essential functions of her position and giving an estimate of the delivery date, and such notice may be considered as a request for leave under the provisions of the Family and Medical Leave Act of 1993. The employee shall be permitted to continue on active duty until such date, provided she does perform the essential functions of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee. The employee may use any accrued, unused personal days during this period. The employee may be entitled to use of sick leave for this period, as explained in Article IV. Normally, the employee will be permitted to return to duty only at the beginning of a school year, unless she/he returns within twelve (12) weeks after the commencement of parental leave. In the event an employee's leave of absence of one (1) year shall expire after the beginning of the school year, the leave of absence shall be extended to the beginning of the next school year to permit the employee's return to duty at such time. Under the exceptional circumstances, a teacher desiring to return to her teaching duties at a time other than those set forth above may make written application for reinstatement to the Superintendent. The Superintendent may grant such reinstatement.

3. In the event an employee fails to return to duty at the expiration of her parental leave, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for the employee shall cease.

4. All benefits to which the employee was entitled at the time that the leave of absence commenced, including any unused accumulated sick leave shall, except as is otherwise provided herein, be restored to the employee upon his/her return, and she/he shall, except as is otherwise provided herein, be assigned to the same teaching position which she/he held at the time such leave commenced, if such

position is available, or if it is not available, to a substantially equivalent teaching position. Upon his/her return, the employee shall not advance in increment unless she/he shall have worked at least one hundred (100) days in the school year in which his/her leave commenced either in the Wrentham Public School System or in another school system. The Committee shall not be required to restore an employee on parental leave to his/her previous or similar position if other employees of equal length of service credit and status in the same similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of his/her parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for any other position to which she/he may be entitled as of the date his/her leave commenced.

5. The parties recognize that the Massachusetts Parental Leave Act and the Family and Medical Leave Act (FMLA), as amended, and other federal and state laws, may establish rights different from those expressed in this article. To the extent that this is true, the greater of those rights (i.e., FMLA rights vs. rights under this article) will control, but those greater rights will not be in addition to the lesser rights. Where an employee takes leave under one of the articles set forth in this Agreement for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

6. If two teachers seek to utilize leave under this Article for the birth, adoption, or placement of the same child, they shall be limited to the amount of parental leave allotted to one teacher, which may be split between the two employees in accordance with the needs of the employees and the Committee.

ARTICLE VI - LEAVES OF ABSENCE WITHOUT PAY

A. All requests for leaves of absence shall be submitted in writing to the Superintendent with the reason therefore to be then acted upon by the Committee. Except for maternity leaves or except as otherwise noted in this article, requests for leaves of absence without pay must be submitted by January 15th preceding the commencement of the leave. Exceptions to this requirement may be made at the discretion of the School Committee.

B. A teacher, whose personal illness extends beyond the period of time for which she/he is entitled to receive sick leave, will be granted a leave of absence pursuant to section A above, by the Committee for such time as is necessary for his/her recovery from such illness, subject however, to the following:

1. Such leave shall extend for a maximum of two (2) years.
2. Such leave request will be supported by appropriate medical evidence as determined by the Committee.

3. A teacher shall not be eligible for increment credit.

C. A teacher will be granted a leave of absence pursuant to section A above, for a period of up to two (2) continuous years for the purpose of caring for a sick member of the employee's immediate family (spouse, children, parents), pursuant to the conditions set forth in section B.1, 2, and 3 above.

D. The teacher may request to utilize her accumulated sick leave and/or personal time during her period of physical disability pursuant to Article IV, Section A.

E. Leaves of absence may be granted for graduate study for one or two year's duration. Such leave shall be pursuant to section B.1 and 3 above.

F. Other leaves of absence may be granted to teachers for purposes other than those set forth above. Such leave shall be granted subject to B.3 above.

G. The leaves of absence provided for under this Article may be extended by the Committee. Requests for such extensions will be submitted in writing to the Superintendent. Total leaves of absence plus extensions will not exceed two (2) years in any four (4) year period.

H. All benefits to which a teacher was entitled at the time his/her leave of absence without pay commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return and she/he will be assigned to a teaching position. Nothing in this Article shall act so as to diminish the rights of teachers under Article IX.

I. A teacher who wishes to apply for sabbatical leave must meet with the Committee prior to October 15th preceding the school year in which the sabbatical leave would be taken to discuss the proposal and an individual contract.

J. An alternative career leave will be available to staff only at the discretion of the Superintendent of Schools. Professional staff may request up to two years to pursue alternative careers. Said leave will be unpaid and the schools or town will not be liable for health insurance for a staff member under this provision. The individual has the option of remaining as part of the group insurance plan by paying 100% of the insurance cost plus a town administrative fee of up to 4%. Staff must notify the Superintendent of Schools by January 15th in the year prior to the one in which she/he will be requesting the leave, citing the number of years (one or two) requested. Should said teacher decide to return to the employ of the Wrentham Public Schools, she/he will return with all seniority intact. No additional seniority will accrue during the year(s) of leave. The decision to return must be made in writing to the Superintendent of Schools by January 15th of the year prior to the return. Upon return from alternative career leave, a teacher may not re-apply for a period of ten years.

ARTICLE VII - RESIGNATIONS

Resignations must be presented to the Committee at least four (4) weeks in advance of the effective date.

ARTICLE VIII - PAYROLL DEDUCTIONS

Payroll deductions for the Wrentham Teacher's Association dues may be arranged with the Treasurer of the Town of Wrentham. Additional payroll deductions may be arranged with the Superintendent of Schools. Professional staff in the Wrentham Public Schools is entitled to all health and life insurance plans offered to town employees. All employees shall contribute 25% of the cost of HMO (non-indemnity) health insurance plans. The contribution rate toward PPO's (indemnity plans) shall be set by the Town but not be more than 50% of the cost.

ARTICLE IX – POSTINGS/TEACHER ASSIGNMENTS

A. All extra paid positions will be posted. The President of the Wrentham Teacher's Association will be notified in writing of any teaching vacancy that occurs when school is not in session.

1. Whenever any vacancy in a professional position occurs within the unit, it will be publicized by the Superintendent. In most cases, vacancies will be posted at least 5 school days prior to the start of the interview process.
2. The position will be publicized by means of:

    a. A notice to the Association
    b. An email to the staff of the district

3. Teachers currently employed by the Wrentham Public Schools will be given strong consideration when their qualifications are equal to competing candidates. However, the instructional requirements of the District and its pupils will be the controlling factor as determined by the Superintendent.
4. Seniority will be reviewed when considering qualifications.
5. Notification of the appointment will be made by letter or email to all unit member applicants within 10 school days after the appointment is made.

B. Except in unusual circumstances, teachers will be notified in writing of any change in their teaching assignments from the prior school year, including the school or schools to which they will be assigned, the grade and subject they will teach and any special or unusual classes which will require special preparation beforehand. The notification will be given as soon as practical, and normally not later than the close of the school year. In the event that changes in assignment are necessitated by conditions arising during the summer, a formal notice of each change will be mailed as soon as practical to the teacher's permanent home address. A copy of this will

also be e-mailed to the teacher's school e-mail address.

C. Teachers who desire a change in grade or subject assignment or who desire to transfer to another school building shall file a written statement of such desire with the Superintendent, with supporting reasons for such change, not later than May 1st. Such statement shall include the requested grade change. As soon as practical, and not normally later than the close of school, the Superintendent shall notify said teacher of the disposition of the request.

D. 1. When involuntary transfers are necessary, the teacher's area of competence, licensures, quality of teaching performance, and length of service in the Wrentham School System will be considered. Teachers who are being involuntarily transferred will be transferred to a reasonably comparable position when possible.

2. If the Administration reduces the number of positions assigned to a grade level or building, the Principal shall invite all teachers in that grade level or building to volunteer to be transferred.

3. Regardless of whether there are any changes forecasted for the following year, teachers may voluntarily exchange assignments for the length of one year with the mutual agreement of the Principal and the affected teachers. At the end of the school year, all teachers involved would return to their original assignment unless otherwise agreed upon by the Principal and the affected teachers. This does not limit the Principal's rights as listed in D1.

E. If the district directs a teacher to change classrooms and the change involves moving supplies and materials, the teacher will be paid up to 7 hours to pack and unpack the supplies and materials. Teachers will not be expected to move boxes of supplies or materials from one classroom to another. Teachers shall be reimbursed at the hourly rate set in Article XIX, Section D.

F. The wishes of the individual teacher with respect to grade assignment will receive the fullest consideration, but the instructional requirements of the school system and its pupils will be the controlling factor as determined by the Superintendent.

ARTICLE X –REDUCTIONS IN FORCE

In case of a reduction in force for any reason of employees with Professional Teacher Status the following procedure shall apply:

A. An employee-with Professional Teacher Status shall not be laid off if there is an employee without Professional Teacher Status whose position the employee with professional teacher status is currently licensed to fill.

B. In the event the reduction in force cannot be accomplished by attrition, employees shall be laid off according to the following seniority groupings:

		YEARS IN SYSTEM	
1.	Group 1	1 – 3	Non-Professional Teacher Status
2.	Group 2	4 – 6	
3.	Group 3	7 – 9	
4.	Group 4	10 – 12	
5.	Group 5	13 – 15	
6.	Group 6	16 – 18	
7.	Group 7	19 and up	

C. In determining which employee shall be laid off, the district shall consider the qualifications of an employee. The primary factors for determination of employee qualification shall be indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L c 71, § 38, and the best interests of the students in the school or district. For purposes of the criteria set forth in the previous sentence, no distinction shall be made between overall performance ratings which indicate the employee has met or exceeded acceptable performance standards: Proficient and Exemplary. Where, in the opinion of the Superintendent, the qualifications of the employees are equal, employees will be laid off in the order of their seniority.

D. No employee will be laid off until all employees within their area(s) of certification licensure in the lower numbered group(s) have been laid off. An employee's position in a group will remain unchanged during leaves of absence.

E. Employees who have been laid off shall be entitled to recall rights for two (2) years for any vacancy or new position that they are qualified to fill in the inverse order of their respective layoff.

F. Employees laid off under this paragraph shall be given priority on the substitute list during said recall period.

G. Employees on recall shall be notified by the Superintendent of any open positions within their certification in the School System. Failure to apply for an open full time, permanent position within his/her area of competence within fifteen (15) days following such notification by the Superintendent shall terminate the requirements of this Article.

H. All benefits, including salary and Professional Teacher Status, to which an employee was entitled at the time of layoff, shall be restored in full, upon reemployment within the recall period.

I. A list specifying the seniority groups shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following

execution of this Contract. An updated list will be supplied annually thereafter. If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written.

J. If legally possible, teachers laid off under this paragraph may continue group health and life insurance coverage as provided by the Town of Wrentham during said recall period at 100% cost to employee plus 4% administrative cost. Failure to forward premium payments to the Town Treasurer shall terminate this option. However, if the laid off teacher gets another job and is eligible to participate in a health insurance and/or life insurance plan in his/her new position, then the laid off teacher will no longer be eligible to participate in the plans offered by the Town.

K. Teachers laid off under this paragraph will have the option of being paid for 20% of unused teacher/family sick days to a maximum payment of $1000.00. A teacher who receives this money and is later recalled will start with zero teacher/family sick days unless she/he decides to buy back all previous sick leave at 104% of the amount received to be deducted from the teacher's pay over the course of a year.

L. Nothing in this Article shall act so as to diminish the rights of teachers under Chapter 71, Sections 41 and 42 of the General Laws of the Commonwealth of Massachusetts.

M. For the purposes of this Article, seniority shall be defined as the total length of regular employment with the Wrentham Public Schools from the most recent date of hire. Paid and unpaid leaves of absence and layoffs occurring pursuant to this Agreement shall not be considered to be a break in service. Non-bargaining unit members will retain their bargaining unit seniority, but will not be given seniority credit for time spent in a non-bargaining unit position. Except for the probationary grouping defined in Section C.1, if a person has worked within the Wrentham School System in any school as a regular employee for 100 days or more, she/he will be placed in the next higher grouping, if appropriate. Time as a substitute or as a long-term substitute for a teacher on an unpaid leave of absence shall not count towards seniority credit.

ARTICLE XI - DUTIES

Teachers will be relieved from morning and noontime recess duties. In times of severe financial crisis, said crisis agreed upon by the WTA President and the School Committee Chair, duties may be established for the duration of the financial crisis only.

ARTICLE XII - SUBSTITUTES

Substitute teachers will be provided for all teachers absent during the school year, including special subject teachers and nurses whenever possible. This Article does not apply to school psychologists.

ARTICLE XIII - PLANNING TIME

A. All teachers, regular classroom, special education, and special subject, shall receive unassigned planning time which over the course of a regular five day week will average out to a minimum of thirty (30) continuous minutes per school day. The district will endeavor to provide at least forty (40) minutes of unassigned planning time each school day. The provisions of this Article do not apply to positions of nurse or school psychologist. In case of a financial crisis agreed upon by both the Committee and the Association, a thirty (30) minute block of time may be assigned before the beginning of classes and will be considered planning time.

B. Faculty or group (IEP, 504) meetings will not be scheduled during a teacher's preparation time/lunchtime nor beyond the teacher workday unless agreed upon by all parties involved prior to the meeting being scheduled.

C. Common Planning Time

Grade level teams will have coverage available for two regularly scheduled common planning meetings each month. Grade level teams may choose to use only one regularly scheduled common planning meeting each month. Administrators may add common planning times upon request of grade levels and/or when deemed necessary by administration. Meeting times will be held from 2:15-3:00 or 8:00-8:45 to minimize disruption to instructional time.

These meetings will be used for common planning time and collaboration among staff members. Agendas for CPT will be driven by teachers and will incorporate items upon request of administration. Teachers will distribute meeting agendas and/or minutes upon request. This time may be used for grade level, cross-grade, and collaborative teamwork.

ARTICLE XIV - MEETINGS

A. There will be five Early Release Professional Development Days in the 2022-2023 school year and six Early Release Professional Development Days in the 2023-2024 and 2024-2025 school years. Staff input will be considered when planning Early Release Professional Development Days. Students will be released at 11:30.

B. There will be up to one faculty meeting per month September through June as needed. Meetings may run up to sixty (60) minutes in length. Meetings will be scheduled on workdays other than Fridays or days prior to holidays or school vacation. Meetings will not occur on the Monday after a vacation or during a week when Parent/Teacher conferences are held. Teachers will be notified in writing one week in advance of scheduled faculty meetings. Included in the notice will be an estimated meeting length and an agenda. Any changes to the agenda will be distributed as soon as possible. The primary purposes of faculty meetings are to

share information, discuss issues relevant to the faculty, and work on professional development initiatives. These meetings serve an important role in the effective operation of the schools and directly affect student learning. However, there will be times when a meeting is not necessary. When this occurs, the principal will cancel the meeting and the meeting will not be rescheduled.

C. Teachers will receive a stipend for service on a committee that meets outside of the teacher work day. The Superintendent will determine, in consultation with the WTA President, whether participation on a committee will be compensated and notify teachers of the compensation for service on a committee prior to selecting committee members. People who serve on committees that review curriculum products (for example, Report Card Committee or ELA Review Committee) will be reimbursed for their work outside of the teacher work day. People who serve on advisory committees that provide perspective and/or feedback (for example, Playground Committee) will not be reimbursed for their work outside of the teacher work day.

D. Meetings with parents or students, or meetings with administration concerning parents or students do not constitute faculty or committee meetings.

ARTICLE XV - LUNCH PERIODS

Except under unusual circumstances, teachers shall have a duty-free lunch period of at least forty (40) minutes per day. While every effort will be made to provide a forty (40) minute lunch period for the nurse(s) per day, it is recognized that the nurse's lunch period may not occur at the same time each day.

ARTICLE XVI - JUST CAUSE

No teacher will be dismissed, suspended, reprimanded in writing, or reduced in rank or compensation without just cause. This clause does not apply to decisions not to renew a non-professional status teacher, nor does it apply to decisions not to employ or reemploy a teacher in any extracurricular or hourly-compensated capacity, nor does it apply to teacher evaluations. This clause shall also not apply to decisions not to rehire a nurse at the end of her first, second or third years of employment.

ARTICLE XVII - SAVINGS AND SEPARABILITY

If provisions of this Contract shall be found contrary to the law, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XVIII - TEACHER WORK DAY AND YEAR AND OTHER CONDITIONS OF EMPLOYMENT

A. All employees covered by this agreement shall have a workday of seven (7) hours, generally 8:00 AM to 3:00 PM.

B. All employees covered by this agreement shall attend the annual "Open House" for their respective schools. No teacher shall be required to attend more than one Open House. Shared staff shall attend the Open House at the school where they have the majority of their schedule.

C. All teachers are required to attend two evening conference dates scheduled by the Superintendent, one in the fall and another in the spring. Students shall be released at 11:30 AM on those days on which parent conferences may be scheduled, twice in the fall and twice in the spring. Two of the conference days, chosen by the Superintendent, may be used for evening conferences to begin no later than 5:00 PM and to end no later than 8:00 PM. Teachers who are attending evening conferences may leave school after the dismissal of students. All departments will be represented at conferences with parents. Part time staff are required to be available for parent teacher conferences during scheduled conference times.

D. The teacher work year shall consist of 180 student days and four (4) Professional Development days a year for a total of 184 contract work days. The dates for said Professional Development days shall be determined annually by the School Committee, per Massachusetts General Law Chapter 69, 603 CMR 27.00, with input from the WTA President and the Superintendent.

E. Subject to the provisions of this Contract, the wages, hours and other conditions of employment applicable on the effective date of this Contract by the employees covered by this Contract shall continue to be so applicable. This Agreement is the result of collective negotiations between the Committee and the Association that have been conducted under the requirements and directions of state law. The provisions of this Contract supersede all conflicting policies and directives of the Committee and may be changed only through mutual agreements of the Committee and Association. All terms and conditions of employment not covered by the Agreement shall continue to be subject to the Committee's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Contract. The maintenance of the spirit of cooperation between the Association and Committee shall be considered important in the decision-making process.

F. The Committee and the Association recognize that class size impacts upon the opportunity for children to learn and upon the effectiveness of teaching. Whenever possible class size as recommended by the School Council shall be maintained.

G. The Committee will make every effort to provide each professional employee with

comfortable, climatic conditions and an educationally sound, legal and safe environment. Each building shall have well-lighted, clean and separate restroom facilities.

ARTICLE XIX - COMPENSATION

A. For the purpose of recognition of previous experience to determine the maximum step on schedule, a year of experience will be considered as such, if it was for at least five (5) months in Wrentham School System or ten (10) months of the school year under a regular contract with a Committee of another public school system.

B. Service Increment

Teachers shall be eligible for a service increment for years of service only in the Wrentham Public Schools as follows:

		FY23	FY24	FY25
1.	Beginning with the 6th year of service	$ 500	$ 500	$ 500
2.	Beginning with the 11th year of service	$1000	$1000	$1000
3.	Beginning with the 16th year of service	$2000	$2000	$2500
4.	Beginning with the 21st year of service	$2500	$2500	$3000
5.	Beginning with the 26th year of service	$3000	$3000	$3500
6.	Beginning with the 31st year of service	$3500	$3500	$4000

C. In addition to the foregoing service increments, there shall also be a grandfathered supplementary longevity payment that will be available only to those teachers who have served in the Wrentham School System for at least fifteen (15) years at the time the supplementary payments will begin. Any such teacher shall be eligible to receive a supplementary longevity payment in the amount of four thousand ($4,000) per year for any single period of three (3) consecutive years during his or her teaching career subject to the following conditions:

1. The teacher must give written notice of his or her intent to access this supplementary longevity payment to the Superintendent or his or her designee prior to the January 15th preceding the contract year in which the teacher desires to begin receiving this benefit. Payment may be in 26 equal periods or in a lump sum after February 1st of the school year in which payment is to be made.

2. Once given, the written notice will be irrevocable.

3. Once the three (3) year period for this supplementary longevity payment has been completed, the supplementary longevity payment will revert to the salary level that he or she would otherwise be at under the terms of the collective bargaining agreement that is then in effect.

D. Teachers will have the option to work during vacation periods and after school in curriculum development and innovation if requested by the Committee. Plans for such work are to be submitted to the Committee in advance for the Committee's approval. Salary will be at the rate of fifty ($50) dollars per hour.

Teachers who supervise/teach after school sports or other activities shall be paid fifty ($50) dollars per hour. Teachers who work in the Extended School Year program will receive fifty ($50) dollars per hour.

E. Course reimbursement per Superintendent approved course will be indexed to the tuition, including required course fees, but not material fees, of one Norfolk County Teacher Association (NCTA) course. One course per year will be allowed for reimbursement. If a course is taken at a state college or institution other than NCTA, the amount reimbursed will be up to the NCTA tuition. Teachers must notify the Superintendent of Schools by January 15th in the year prior to the one in which the teacher intends to take such course(s) on forms provided by the Superintendent of Schools. Late notification will be considered on a fund-available basis. Should budgetary constraints disallow funding of all requests, reimbursable courses will be approved in the order in which they were received by the Superintendent's Office. Teachers who did not have their requests honored will be given priority in the next fiscal year.

Superintendent-approved in-service courses held after school hours will be allowed for movement on the salary scale in the ratio of one increment credit for each 15 hours of in-service course work. Such course work must coincide with the teacher's individual professional development plan.

Credits beyond a bachelor's and master's degree are to be reviewed and approved by the Superintendent. Credits awarded during the year 1974 or later, will be reviewed for the purposes of approval. A grade of "B" or better or if no grade given, the course must have been passed, as a minimum.

F. The Committee may withhold an individual teacher's advancement on step for just cause.

G. There will be twenty-six (26) regular salary payments per year with the option of receiving summer checks late in June upon written request to the Superintendent by May 15th of each year. Twenty-seven (27) payments may be made in a contract year from time to time in order to correct calendar shifts of the first pay date relative to the start of the school year, upon agreement of the Association and the Superintendent of Schools. Such agreement will be made during the contract year before the year in which twenty-seven (27) payments are made, and the staff will be notified.

H. Each unexcused absence will result in the loss of 1/184th of salary.

I. Wages and benefits for less than full time teachers will be pro-rated in proportion to the time worked.

J. Teachers who accompany students on the school-sponsored overnight outdoor education program shall be compensated for each night spent away from home at a rate of one hundred ($100) dollars per night. The number of teachers to be compensated shall be equal to the number of classes attending. The coordinator of the outdoor education program shall receive a stipend of one thousand five hundred ($1500) dollars.

K. Any previous or newly created positions that are entitled to a stipend shall have the amount mutually negotiated between the Wrentham Teachers Association and the Superintendent of Schools and approved by the Wrentham School Committee.

L. In order to advance from one salary column to another (e.g., from Bachelor's to Bachelor's +18), an individual must notify the Superintendent in writing by January 15th that the teacher anticipates going from one salary column to another at the start of the next school year. Each year prior to January 15th the Superintendent shall issue a written reminder to the teachers of this obligation. Teachers will be placed on the appropriate salary column for degrees and approved graduate courses regardless of the order in which they were achieved. It is the responsibility of the teacher to provide official documentation of their attainment of the proper qualifications to make the change of salary column by September 15th of the contract year in which they will advance. Should such documentation not be received by the Superintendent, no advancement will be granted until the following school year.

M. For newly created positions whose core job responsibilities are deemed by the Superintendent of Schools and approved by the Wrentham School Committee to require more than a 184 day work year, said additional days shall be compensated at the per diem rate.

N. Should the Superintendent wish to increase the core job responsibilities in the work year for any staff member employed at the start of this Agreement, the number of extended days shall be negotiated with the Wrentham Teachers Association and the Wrentham School Committee. In such instances additional paid days shall be at the per diem rate.

ARTICLE XX - EVALUATION INSTRUMENT

The parties have met and negotiated pursuant to M.G.L. Chapter 150E, in order to satisfy the provisions of M.G.L. c.71, §38 and related state regulations, including but not limited to 603 CMR 35.01-35.11. As a result of said negotiations, the parties agree to utilize mutually agreed upon sample contract language promulgated by the Department of Elementary and Secondary Education with the adaptations or amendments reflected in the *Evaluation Instrument, Procedures and Process*, attached hereto as Appendix (B), as well as all attendant evaluation forms included in said Appendix.

ARTICLE XXI - INDUCTION AND MENTORING PROGRAMS

A. Definitions

1. Induction Program: a planned program of professional support for new teachers, provided by the school district, including orientations, opportunities for classroom observation and conferencing, peer group meetings, and preparation for performance assessment. An induction program should be an integral part of a school district's professional development plan. (6.03 CMR 7.02)
2. Mentor: an educator who holds a professional license and who has been trained to assist beginning teachers/administrators with their professional responsibilities and general school/district procedures. It is anticipated that mentors will come from the ranks of those holding Professional Teaching Status. A mentor may also assist an experienced teacher who is new to a school, subject area, or grade level or who is undertaking certification through National Board of Professional Teaching Standards. (6.03 CMR 7.02). Eligible mentors have earned at least a Proficient rating on all standards at the end of the prior school year.
3. Mentee:
    a. Category I: Beginning Teacher – A teacher who holds a provisional or initial license and is new to the profession. Category I teachers will participate in a two-year mentoring program which includes a mentor for two years and attendance at monthly meetings.
    b. Category II: Incoming Teacher – An incoming teacher who is new to the district holds an initial or provisional license and participated in an induction program in another district. Category II teachers will participate in a one-year mentoring program, be assigned a mentor, and participate in monthly meetings. Category II teachers may receive a second year of mentoring if they have not received 50 hours of mentoring beyond the induction year.
4. Mentor Committee: a committee that represents mentors, mentees, administrators, central office, and the Association shall plan, oversee, and evaluate all new teacher programs: orientation, induction, and mentoring.

B. New Teacher Orientation

1. The purpose of orientation is for the beginning teacher – and the veteran teacher new to the district – to learn how the Wrentham Public Schools operates in general and their school in particular. Teacher orientation programs shall focus on four key components: the community; school district policies and procedures; the curriculum; and the school.
2. The Community: New teachers shall learn something about the socioeconomic conditions of the families served by the public schools; the local norms, customs, and values; the resources that exist within the community; and the special needs within the community. New teachers shall be provided with a community map, information about housing, transportation, shopping, medical facilities, and social and religious organizations. A guided tour of the community with stops at points of interest shall be included in the orientation program.
3. School District: New teachers will be provided with training by teachers and/or administrators and shall be provided with copies of such district policies and procedures as: attendance policies; salaries and benefits; teacher evaluation process; legal rights and responsibilities; role of the teachers' association; and administrative record keeping.
4. The Curriculum: New teachers will be provided with curriculum resources, supports, and professional development relevant to their professional responsibilities.
5. The School: New teachers should have a complete tour of the school in which they will work. The tour should focus on such things as: the available technology applications; getting audio visual equipment; location of all administrative forms; following fire drill and evacuation procedures. New teachers should also be provided with the teachers' handbook and the student handbook – including the discipline policy and procedure. An administrator should address student discipline, responding to student illnesses, and communicating with parents/caregivers.
6. A one-day orientation will be provided to all new teachers. This day is outside of the contractual 184 teacher days.

C. New Teacher Induction Program

1. All new teachers with a preliminary or initial license must participate in the Wrentham Public Schools New Teacher Induction Program (NTIP).
2. Beginning in September, the superintendent will set aside one afternoon every six weeks for new teacher professional development; no other school-based or district-based Professional Development will be offered on these dates.
3. Recognizing that research indicates that training in at least the following areas is key to retaining and recruiting high quality teachers, the NTIP will provide new teachers with in-depth training in at least the following areas:
    a. Classroom management series
    b. Communicating with parents and caregivers

c. Managing instructional time
d. Assessment tools
e. Special Education and 504 referral process
f. Language acquisition strategies
g. Standards-based instruction
h. Differentiated instruction

4. Teachers new to Wrentham but having either an initial or professional license and having three or more years of classroom experience in another district are exempt from the Induction Program, but will be assigned a mentor.

D. Mentor Program – see standards as outlined in 6.03 CMR 7.02

1. A joint committee with equal representation from WPS and WTA will oversee the Mentor Program.
2. A mentoring coordinator will be hired to chair this committee. She/He is responsible for setting meetings, keeping agendas and notes, and communicating with those outside the committee about its work.
3. All new teachers shall have a "trained" mentor. Training must include adult learning theory, pre/post observation conferencing techniques, observational methods, formative evaluation guidelines, and confidentiality requirements. Mentors are required to attend all training sessions.
4. The Mentor Committee will develop a protocol that provides guidance for matching up each mentor with a mentee. There must be an "opt out" provision if certain mentor-mentee relationships are unproductive.
5. As required by the regulations, mentors and mentee shall be provided release time to observe each other.
6. All new teachers with a preliminary or initial license will be assigned to a trained mentor within two weeks of the date of hire. (6.03 CMR 7.02)
7. All new teachers with a preliminary or initial license will be provided with release time to engage in regular classroom observations and other mentoring activities (6.03 CMR 7.02).
8. All new teachers with a preliminary or initial license will be assisted in developing materials that will be used to assess performance for the professional license (6.03 CMR 7.02).

E. Report

1. The Mentor Coordinator will provide the Association and the Superintendent with an annual report. The report will include all of the information requested by the Department of Elementary and Secondary Education.

ARTICLE XXII - DURATION

A. This contract shall be effective August 27, 2022 through August 26, 2025.

B. The school year is defined as August 27 through June 30 for teacher contract purposes.

2022-2023 SALARY SCALE
184 DAYS
(0.0% increase, 2.0% on Top Step, Removed Bottom 3 steps, adds new step 13)

Step	B	B18	B36	M	M18	M36	M60	Doctorate./ C.A.G.S.
1	50,526	52,413	54,176	55,712	56,296	56,884	58,393	60,888
2	53,355	55,001	56,767	58,537	59,241	60,068	60,748	63,243
3	55,747	57,366	59,259	61,156	62,127	62,302	63,103	65,600
4	58,179	59,805	61,831	63,586	64,923	65,017	65,953	69,082
5	61,123	62,376	64,404	66,301	67,539	67,906	68,804	71,801
6	64,068	64,949	66,976	68,733	70,113	70,797	71,651	75,335
7	67,069	67,824	69,550	71,174	72,687	73,684	74,505	78,867
8	70,132	70,698	73,082	73,876	75,392	76,574	77,356	82,869
9	73,196	73,569	76,618	76,883	79,396	79,464	80,203	86,875
10	76,345	78,253	80,373	82,010	83,505	84,953	86,000	90,289
11	80,047	82,340	84,570	86,293	87,867	89,390	90,494	95,006
12	83,747	86,428	88,768	90,577	92,230	93,828	94,987	99,723
13	87,264	90,058	92,496	94,381	96,104	97,769	98,976	103,911
14	91,638	94,836	97,404	99,388	101,203	102,957	104,229	109,425
0.5%	449	465	477	487	496	505	511	536

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.

5) **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.

6) **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 20th or within six weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

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

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 20th (or within six 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 are encouraged to 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.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

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

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

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by November 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by November 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by December 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. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

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

i) The Educator shall have at least one announced observation during the school year using Wrentham Public Schools' Rubric.

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.

9) **Evaluation Cycle: Observation of Practice – Educators with PTS**

A) The Educator whose overall rating is proficient or exemplary may have up to seven unannounced observations during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be 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.

10) **Observations**

The Evaluator's first observation of the Educator should take place by December 15th. Observations required by the Educator Plan should be completed by June 1st. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations, Walkthroughs, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation.

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

B) Announced Observations

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

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

(b) Within 10 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. The Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(1st) The Educator shall provide the Evaluator an explanation of the lesson to be observed.

(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) Within10 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 10 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.

11) **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) 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 during the pre-conference or post-conference. 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 10 school days of receiving the report.

H) The Educator shall sign the Formative Assessment report by within10 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report .The signature does not indicate agreement or disagreement with its contents.

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

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

12) **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) 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 within10 school days of receiving the report.

G) The Educator shall sign the Formative Evaluation report by within 10 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.

13) **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 June 1st.

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 six 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 June 1st.

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.

14) **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. Professional Development will be funded by the District whenever possible.

15) **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.

16) **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.

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

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

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

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

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.

18) **Educator Plans: Improvement Plan**

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

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins. Participation in the activities over the summer is at the discretion of the Educator.

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) 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.

E) 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 Wrentham Teachers' Association attend the meeting(s).

iii) If the Educator consents, the Wrentham Teachers' Association will be informed that an Educator has been placed on an Improvement Plan.

F) 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 Evaluator; and,

vii) Include the signatures of the Educator and Evaluator.

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

H) 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	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 20
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)	November 15
Evaluator completes Educator Plans	December 1
Evaluator should complete first observation of each Educator	December 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	February 15
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	March 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	March 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 30
Evaluator completes Summative Evaluation Report	June 1
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	June 15 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 15 of Year 1
Evaluator completes Summative Evaluation Report	June 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 June 1st. The principal's decision is subject to review and approval by the superintendent.

B) In order to qualify to apply for a mentoring or other teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary.

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 as determined by Collective Bargaining Agreement.

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

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

C) 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 she/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.

D) 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.

E) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.