

Collective Bargaining Agreement

between

Cape Cod Regional Technical High  
School District Committee

and

Cape Tech Association

UNIT A

September 2016– August 2019

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## **Article I. Recognition**

### **A. Recognition of Association**

The Committee recognizes the Association as exclusive bargaining representative for the employees in Bargaining Unit A, including the positions of:

- Academic teachers (including lead teachers)
- Librarian and/or Library Manager
- Physical education teachers (including the physical education lead teacher)
- Vocational teachers (including lead teachers)
- Nurses
- Extracurricular activity advisors
- Guidance counselors
- Special Education teachers (including the Special Education lead teacher)
- Permanent substitute teachers
- Temporary substitute teachers
- Athletic director

### **B. Exclusion of Positions**

All other positions of the Cape Cod Regional Technical High School District are excluded.

### **C. Recognition Not Waiver of Rights**

The recognition of positions by the Committee in Section A of this article is not to be construed as a waiver of whatever rights the Committee has under applicable law and under the terms of this agreement to modify, revise, combine, or eliminate any of those positions.

## **Article II. Committee Rights**

### **A. Responsibilities**

The Committee, on its own behalf and on behalf of all the voters of the Cape Cod Regional Technical High School District, retains and reserves to itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the Commonwealth of Massachusetts and the United States.

### **B. Authority**

The Association recognizes that the Committee is legally responsible for the operation of the entire school system and that the Committee has the necessary authority to discharge all its responsibilities, subject to the laws mentioned above and to the provisions of this agreement.

### **C. Administrative Staff**

The Association recognizes the prerogative of the Committee to operate and manage school affairs in all respects in accordance with its legal rights and duties. In meeting those responsibilities, the Committee acts through its administrative staff. Those

responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, and termination of employees; and the establishment of rules governing and pertaining to work and conduct of employees. The Committee and administrative staff are free to exercise all the Committee's managerial rights and authority to the extent permitted by law, except that the Committee shall not by its actions violate any of the express terms of this agreement nor shall it adopt or modify rules that violate the express terms of this agreement.

### **Article III. Definitions**

As used in this agreement, the following terms and phrases have the meanings set forth below, unless the context otherwise requires.

“Association” means the labor organization recognized as the exclusive bargaining representative for the positions described in Article I.

“Association representative” means a person authorized by the Association to act in its behalf.

“Committee” means the school committee of the Cape Cod Regional Technical High School District.

“Employee” means a person serving in a position covered by this agreement.

“Parties” means the Committee and the Association as participants in this agreement.

“School” means any functional division or work location maintained by the Committee.

“Teaching period” means a duration of time in which an employee is actively engaged teaching students.

“Preparation period” means a period during which the employee is not assigned a regular responsibility.

“Administrative period” means a period of time during which an employee is assigned to a regular activity other than teaching students.

“Permanent substitute” means a person employed for a full school year to fill a vacancy created by a leave of absence or to hold a position that will terminate at the end of the school year.

“Temporary substitute” means a person employed for less than a full school year but more than 60 consecutive school days to fill a vacancy.

“Regular substitute” means a person employed for up to 60 consecutive school days to replace a regular employee absent because of illness or a leave of absence. (A regular substitute is not entitled to any benefits under this agreement.)

“To the fullest extent possible” means that the Committee recognizes the desirability of the particular condition as a goal and will endeavor to implement the particular condition.

Whenever the singular is used in this agreement, it includes (when the context so indicates) the plural.

Personal pronouns are used in this agreement in a generic sense and apply equally to the masculine and feminine genders.

## **Article IV. Association Rights**

### **A. Committee and Subcommittee Meetings**

1. The Committee shall give a copy of the public agenda of each meeting of the Committee and of any subcommittee of the Committee, except meetings of the negotiating subcommittee, to the president and the secretary of the Association and the chairman of the professional rights and responsibilities committee of the Association at least 48 hours before each meeting in the case of regular Committee meetings and as soon as possible in the case of subcommittee meetings and emergency Committee meetings. As used in this section, "public agenda" includes any supporting materials furnished to the Committee with an agenda concerning the public session of a meeting but excludes any materials that are not "public records," as that term is defined in Mass. General Laws ch. 4, § 7, cl. 26th, and also excludes any supporting materials furnished to the Committee concerning the executive session of a meeting. The Committee shall give three copies of the official minutes of the public session of any Committee or subcommittee meeting to the president of the Association no later than four days following the Committee's approval of those minutes.
2. If a meeting of the Committee or any of its subcommittees is held during school hours, the meeting will start at the beginning of a period when possible. The Association may designate no more than one employee at a time to attend the meeting during the employee's preparation period.

### **B. Association Meetings**

The Association has the right to schedule meetings of the Association in school buildings before and after regular class hours. The Association also has the right to place Association and educational materials in employees' mail-boxes and on the Association bulletin board as well as use of school e-mail system.

### **C. Committee Information**

The Committee shall make available to the Association, upon reasonable request, statistics and records relevant to contract negotiations that are necessary for the proper enforcement of the terms of this agreement, if those materials are not privileged and the release or publication of them would not violate any person's civil or constitutional rights.

## **Article V. Payroll Deductions**

### **A. Association Dues**

1. Any employee may sign and deliver to the Committee an authorization (on a form to

be approved by the Committee) for payroll deductions of Association membership dues. That authorization is required only during the first year of employment and continues in force until 60 days following the date on which the Committee receives written notice of withdrawal of authorization from the employee. Upon receipt of a notice of withdrawal of authorization, the Committee shall furnish a copy of the notice to the Association.

2. The Association treasurer shall certify to the District treasurer not later than September 15 of each year, the specific amount of Association dues for the current year.
3. The District treasurer shall deduct from the salary of each employee authorizing the deduction the amount of the dues and transmit the sum so deducted to the Association within 14 days of the deduction, if the District treasurer is satisfied that the Association treasurer has given a bond to the Association, in a form approved by the Massachusetts Commissioner of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the District treasurer.

### **B. Other Deductions**

Payroll deductions will also be available to employees on a mutually agreed basis for premiums for annuities (subject to Mass. Gen. Laws ch. 71 § 37B), for one savings plan sponsored by the Massachusetts Teachers Association, and for the payment of insurance premiums.

### **C. Committee Liability**

The Committee is not liable for any errors or losses in the administration of this article unless the Committee was negligent in the care and handling of the monies involved.

### **D. Agency Service Fee**

1. The Committee shall require, as a condition of employment during the term of this agreement, that employees who are not members of the Association pay a service fee to the Association. Payment of this service fee must be made within 30 days after an employee begins employment or after the effective date of this agreement, whichever is later.
2. The amount of the service fee is 95 percent of the amount required to become and remain a member in good standing of the Association and its affiliates to which membership dues are paid.
3. The Association shall comply with the requirements of Mass. Gen. Laws ch. 150E, § 12, relating to imposition of an agency service fee and rebate of portions of that fee under certain conditions.
4. The Association shall indemnify the Committee from any claims and liability that



may arise because of any action taken under this section of Article V.

## **Article VI. Teacher Rights and Responsibilities**

### **A. Non-Discrimination**

1. As exclusive bargaining representative, the Association shall, as required by law, continue its policy of accepting into voluntary membership all eligible persons in the bargaining unit described in Article I without regard to race, creed, religion, color, national origin, sex, sexual orientation (as defined in Mass. Gen. Laws ch. 151B, § 4), age, handicap, or marital status. The Association shall represent equally all persons without regard to membership or participation in the Association.
2. As required by law, the Committee shall continue its policy of not discriminating against any person on the basis of race, creed, religion, color, national origin, sex, sexual orientation (as defined in Mass. Gen. Laws ch. 151B, § 4), age, handicap, marital status, or membership or participation in the Association.

### **B. Civil Rights**

The personal and private life of an employee is not within the appropriate concern of the Committee, except as it may interfere with the employee's responsibility to and relationships with students and the school system. Employees are entitled to the full rights and privileges of citizenship, and no religious or political activities of any employee, or lack of such activities, is grounds for any discipline or discrimination with respect to the employment of the employee, if those activities do not take place during association with students in a professional capacity.

### **C. Damage or Loss of Property**

Employees have an instructional responsibility to instill within students a respect for and a consideration of the property of others, including the property of the school system.

### **D. School Facilities**

In the existing school building (and in designing any new building), the Committee shall maintain and provide:

- (1) assigned parking facilities;
- (2) adequate lockable storage space and secure, lockable desk space, both of which shall have operable locks/locking devices;
- (3) an appropriately furnished room to use as a staff lounge.
- (4) well-lighted and clean restrooms (male and female);
- (5) a mailbox for each employee.

## **E. Teacher Protection**

1. An employee who is assaulted while acting in the line of duty or who observes an assault on another employee who is acting in the line of duty shall report the assault to his coordinator or supervisor, who shall in turn immediately notify the principal. (If the employee has no supervisor or coordinator, or if no supervisor or coordinator is available at the time, the employee shall report the assault directly to the principal.) The principal shall conduct an investigation of each incident of alleged assault upon an employee acting in the line of duty and shall notify the employee's lead teacher whenever such an assault is reported to have taken place in the employee's shop or academic area. The superintendent-director shall comply with any reasonable request from an employee for relevant information in the Committee's possession, not privileged under law, concerning the person or persons allegedly involved in an assault upon the employee.
2. The Committee shall provide legal counsel to any employee against whom a civil claim of assault is made if the employee was acting within the scope of his/her employment at the time of the incident and the defense of the claim is conducted by counsel for the Committee. The provision of legal counsel to employees is subject to the limitations and conditions set forth in Mass. Gen. Laws ch. 258, § 9.
3. The Committee may provide legal counsel to any employee charged with criminal assault if the employee was acting within the scope of his/her employment at the time of the incident and the defense of the criminal action is conducted by counsel for the Committee or counsel designated by the Committee.
4. In any disciplinary matter in which an employee is accused of wrong doing, the employee will be presumed innocent unless there exists a preponderance of the evidence to the contrary.

## **F. Evaluations**

**The evaluation document shall be reviewed at the end of each year and/or after state, federal or other curriculum requirements change.**

1. Evaluation is the ongoing process of defining goals and identifying, gathering and using information to improve professional practice. The assessment guides personnel decisions and also provides guidance on professional development and other supports for continuous improvement of instruction.
2. The evaluation of employees is the responsibility of the administration. Each teacher will be assigned an administrator who is their evaluating supervisor. The evaluating supervisor is also the only evaluating observer.
3. All observation or evaluation of the performance of a teacher shall be conducted openly and with the knowledge of the teacher. No public address or audio device

will be used to gather information for observation or evaluative purposes without the full knowledge and consent of the individual.

4. Lead Teachers may conduct classroom observations within their departments however they will not write Observation Reports or Evaluations. No teacher will be dismissed, not rehired, or denied a step increase based solely on the basis of a Lead Teacher's observation.
5. The employee has a right to discuss the observation/evaluation with the administrator conducting the observation/evaluation. The employee is also required to sign the observation/evaluation, but his/her signature in no way indicates agreement with the contents of the report; it signifies only that he/she has seen the observation/evaluation, which will be placed in the employee's personnel file.
6. Each employee has the right, upon written request, to review the contents of his or her personnel file and is entitled to have an Association representative accompany him or her during the review.
7. Any reasonable complaint deemed valid by the administration regarding an employee will be called promptly to the attention of the employee.
8. The Association recognizes the authority and responsibility of the Committee and administration to discipline and reprimand an employee for delinquency in professional performance. An employee may request a conference, accompanied by an Association representative, to refute the disciplinary or reprimand action taken by the administration above the level of the principal.
9. No employee will be disciplined, reprimanded, reduced in compensation or dismissed without just cause. This paragraph does not apply to a decision not to re-appoint a teacher without professional status. The re-appointment of teachers without professional status is the exclusive responsibility of the Superintendent-Director and/or Principal, and any decision by the Superintendent-Director and/or Principal not to re-appoint a teacher without professional status is not subject to arbitration under this Article VI.
10. The evaluative judgment of the evaluating supervisor is not subject to arbitration under this agreement, but a dispute whether the mechanical steps of the evaluation procedure have been followed is subject to arbitration.
11. Participation in unpaid voluntary activities will not be mentioned in a negative manner in an employee's evaluation.
12. Nothing in this agreement restricts the Committee's authority to dismiss an employee without cause during the first 90 calendar days of his/her employment contract.

## **G. Health and Safety**

The superintendent's safety and security and health and wellness committees will include one member of the bargaining unit.

## **H. Electronic Information**

1. The District has software and systems in place that can monitor and record all Internet usage. Employees should be aware that the District's security systems are capable of recording (for each and every user) each World Wide Web site visit, each chat, newsgroup or e-mail message, and each file transfer into and out of the District's internal network, and the District reserves the right to do so at any time. No employee should have any expectation of privacy as to his or her Internet usage. The administration may review Internet activity and analyze usage patterns, and it may choose to publicize this data to ensure that the District's Internet resources are devoted to maintaining the highest levels of productivity.
2. The District reserves the right to inspect any and all files stored in private areas of the District's network in order to ensure compliance with policy.
3. The display of any kind of sexually explicit image or document on any district system is a violation of the District's policy on sexual harassment. Sexually explicit material may not be archived, stored, distributed, edited or recorded using the District's network or computing resources.
4. The District's Internet facilities and computing resources may not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of the District's resources for illegal activities may be grounds for discipline or dismissal, and the District will cooperate with any legitimate law enforcement activity.
5. Any software or files downloaded via the Internet into the District's network become the property of the District. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.
6. No employee may use district facilities to knowingly download or distribute pirated software or data or to deliberately propagate any virus, worm, Trojan horse or trap-door program code.
7. No employee may use the District's Internet facilities to knowingly disable or overload any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
8. Each employee using the Internet facilities of the District shall identify himself or herself honestly, accurately and completely (including one's district affiliation and function where requested) when participating in chats or newsgroups or setting up

accounts on outside computer systems.

9. The District retains the copyright to any material posted to any forum, newsgroup, chat or World Wide Web page by any employee in the course of his or her duties.
10. Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal confidential district information, student record information, and any other material covered by existing district confidentiality policies and procedures. Employees releasing protected information via a newsgroup or chat will be subject to disciplinary action.
11. Unnecessary or unauthorized Internet usage causes network and server congestion. It slows other users, takes away from work time, consumes supplies, and ties up printers and other shared resources. The District's Internet, e-mail or other computing resources are intended for district business use only, and non-business, personal use is prohibited.

## **I. Intellectual Property**

1. As used in this section, the term "Intellectual Property" means all research, information, writings, procedures, developments, inventions, and improvements whether patentable or non-patentable, patents and applications therefore, copyrights and applications therefore, trademarks and applications therefore, and secrets, plans, methods, and all other data and know-how.
2. Intellectual Property made, conceived, developed, or acquired by an employee solely or jointly with others (i) during the period of the employee's employment with the District, (ii) during regular work hours, on school premises, using school property, in the regular scope of the employee's employment by the District, or for compensation paid by the District, and (iii) related to the District's services (present or planned) shall be the sole property of the District and shall at all times and for all purposes be regarded as acquired and held by the employee in a fiduciary capacity for the sole benefit of the District.
3. Intellectual Property made, conceived, developed, or acquired by an employee solely or jointly with others (i) on the employee's own time, (ii) without the use of any property of the District, and (iii) without compensation paid by the District shall be the sole property of the employee.
4. Intellectual Property referred to in paragraph 2 of this section that consists of works of authorship capable of protection under copyright laws shall be prepared as works made for hire, with the understanding that the District shall own all of the exclusive rights to such works of authorship under the U.S. copyright law and all international copyright conventions and foreign laws.
5. Upon request, an employee who makes, conceives, develops or acquires Intellectual

Property referred to in paragraph 2 of this section shall execute all applications, assignments, instruments, and papers, and perform all acts, such as the giving of testimony in interference proceedings and infringement suits or other litigation, necessary, or desired by the District, to enable the District and its successors, assigns, and nominees to secure and enjoy the full benefits and advantages of such Intellectual Property.

## **Article VII. Transfers, Promotions, and Termination**

### **A. Seniority**

1. The Committee shall prepare a seniority list indicating the dates of which all employees started work in the school system. The Committee shall keep the seniority list current. (See #2 for criteria)
2. Seniority is based upon an employee's length of service (measured in years, months, and days) as a full-time employee at the Cape Cod Regional Technical High School. Less than full-time employees shall receive credit on a prorated basis; i.e. an employee serving in a .60 full-time equivalent role shall receive seniority credit of 60% of a year served in that .60 full-time equivalent role.
3. Periods of service divided by a break in service due to a resignation or termination are not added together to determine seniority. A leave of absence is not considered a break in service for the purpose of determining seniority. Time spent on a paid leave of any length or an unpaid leave of up to eight weeks is included in determining an employee's length of service, but time spent on an unpaid leave of more than eight weeks is not.

### **B. Transfers**

1. An employee desiring to transfer shall submit a written request for transfer to the superintendent-director and renew the request in writing annually. If the transfer is one that normally would take effect at the beginning of a school year, the employee shall file the request for transfer before March 15 of the preceding school year. When the Committee grants an employee's request for transfer, it shall notify the employee within five work days of that decision.
2. The Committee reserves the right to transfer an employee, voluntarily or involuntarily, temporarily or permanently, when such a transfer will serve the best interest of the school system. The Committee shall make an in-voluntary transfer only after a meeting between the employee involved and the superintendent-director, at which the superintendent-director shall notify the employee of the reason for the transfer. If the employee objects to the transfer, the employee may notify the Association and the superintendent-director shall meet with an Association representative to discuss the transfer.
3. The word "transfer" includes all changes between areas of teaching licensure.

### **C. Promotions**

1. If a teaching position becomes vacant or is established during the school year (in either case), the Committee shall post a notice of the vacancy or position, which includes the qualifications for the position and the date by which an application must be filed, on the bulletin board of the staff lounge for a period of not less than 10 school days before the application deadline. The Committee shall also send a copy of the notice to the Association president.
2. The Committee shall receive applications to fill vacancies or new positions from employees who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiency in all the demands of the position. Employees shall make such applications in writing and shall set forth in the application the basis on which the employee requests consideration for appointment.
3. In considering candidates for a position, the Committee shall consider the professional background, knowledge, ability, skill, efficiency, attendance, physical condition, general health, and personality of the applicants and other relevant factors. If the Committee determines that all those factors are equal, it shall give preference to applicants already employed by it. In considering as candidates for a position persons already employed by it, the Committee shall also consider their respective seniority. Any decision by the Committee to fill a vacancy or new position is final and binding.
4. Each employee is requested to leave a summer address with the administrative staff. Whenever a vacancy occurs or a new position is created during the summer vacation, the Committee shall notify the president of the Association in writing, by sending him/her a copy of the notice.

### **D. Other Job Openings**

In making appointments to positions in summer, evening, and federal programs, the Committee shall give due consideration to employees regularly employed by it who possess the necessary qualifications for the particular position.

### **E. Reductions in Force**

1. If the Committee decides to reduce the number of professional teacher status employees employed by it through a general layoff; through a reduction in the number of employees within a subject area, field, or program; or through the elimination or consolidation of positions, it shall, within each discipline, lay off professional teacher status employees on the basis of seniority (i.e., the most junior first, the most senior last), unless that procedure conflicts with the relevant demonstrated educational needs of the school system. In calculating seniority for purposes of this Reductions in Force section, employees shall receive credit on a pro-rated basis for time spent employed on a less than full-time basis. By way of example, a teacher serving in a .60 full-time equivalent role, shall receive seniority credit of sixty percent of a year for each year served in that .60 full-time equivalent role. The question whether that procedure conflicts with the relevant demonstrated

educational needs of the school system is subject to the grievance and arbitration provisions of this agreement, but the Committee's decision on that question is entitled to prevail unless an arbitrator determines that the Committee's decision was not made on a reasonable basis. Any decision by the Committee to reduce the number of employees employed by the Committee through a general layoff; through a reduction in the number of employees within a subject area, field, or program; or through the elimination or consolidation of positions is final and binding.

2. A "discipline" is a subject area or administrative department; disciplines include the following:
  - (a) Technical
    - (1) Transportation
      - Automotive Technology
      - Auto Collision Technology
      - Marine Service Technology
      - Horticulture
    - (2) Construction
      - Carpentry
      - Heating, Ventilating and Air Conditioning
      - Plumbing & Heating
      - Electrical
      - Metal Fabrication/Welding
    - (3) Service
      - Dental Assisting
      - Early Childhood Education
      - Health Technology
      - Cosmetology
      - Information Technology
      - Culinary Arts
      - Graphic Arts
      - Engineering Technology
  - (b) Academic
    - (1) English
      - Literacy Coach
    - (2) Mathematics
    - (3) Science
    - (4) Social Studies
    - (5) Foreign Language
    - (6) Physical Education
    - (7) Computer Business Applications
    - (8) Health
    - (9) Academic Support
  - (c) Pupil Personnel Services
    - (1) Guidance



- (2) School Nurse
- (3) Special Education
- (4) Adjustment Counselor

3. The administration shall consult with the Association before the Committee terminates any employee under this section.
4. The Committee shall notify employees terminated under this section in writing of their termination by April of the year in which the termination takes effect, if practical, but in no case later than June 30 of that year. The Committee shall include with each notice of termination a form approved by the Association (which approval shall not be unreasonably withheld) on which the employee may indicate whether he/she wishes to be recalled if work becomes available or to work as a substitute and may provide a current address and telephone number and information about disciplines in which the employee is certified or approved or is eligible for a waiver. An employee must return the completed form within 10 calendar days after receiving the notice of termination to be eligible for recall and substitute work.
5. The Committee shall consider eligible employees terminated under this section for recall within their respective disciplines for a period of two years in the inverse order in which they were laid off. (The two-year recall period for any employee terminated under this section starts on the earlier of the first day of the school year following the employee's last day of work or the first day for which the employee receives unemployment benefits as a result of the termination.) An eligible employee terminated under this section is entitled to consideration for an opening in another discipline if he/she is certified (in the case of an academic teacher) or approved (in the case of a vocational teacher) in that discipline or is eligible for a waiver to teach that discipline, has taught or worked in that discipline within the five-year period preceding his/her reappointment, and agrees, as a condition of his/her re-employment, to take one three-credit course, designated by the superintendent-director, at an accredited college or university in the subject area or areas or department in which he/she will be teaching or working within one calendar year after the date of his/her re-appointment.
6. Eligible employees terminated under this section are entitled to preference (in the inverse order in which they were laid off within their respective disciplines) for substitute work.
7. If the Committee decides to recall an employee terminated under this section, it shall send a notice offering re-employment to the employee at the most recent address on file with the administration. If the employee does not accept the offer of re-employment in writing within 15 calendar days, and report for work within 30 calendar days, after notification by the Committee, the Committee need not re-employ the employee.
8. If the Committee lays off an employee as a result of the institution of a change in schedule, the administration shall meet with an Association representative to discuss whether that employee could become certified (in the case of an academic teacher) or approved (in the case of a technical teacher) in a discipline in which a vacancy exists and, if so, how.

9. It is the terminated employee's responsibility to provide the Committee notice of a change of address and/or telephone number.

## **Article VIII. Teaching Conditions**

### **A. Teaching Load, Programs, and Hours**

1. No employee shall teach outside his/her area of licensure. No employee is required to teach in more than two areas of licensure. In the case of the current six-period school day, no teacher is required to teach more than five periods per day. If the Committee decides to change the number of periods in the school day, the parties agree to reopen this section of the agreement. If subsequent negotiations reach an impasse, the Committee will be entitled to implement its plan for the teaching load of academic and theory teachers at the completion of the mediation and fact-finding proceedings set forth in Mass. Gen. Laws ch. 150E, § 9.
2. If practicable, the Committee shall notify employees of their assignments for the coming year before the close of school for summer vacation. To the fullest extent possible, the Committee shall provide employees with a written list of teacher assignments by June 1 of each year and a complete schedule by July 30 of each year.
3. The starting and dismissal time for students and the establishment of the school calendar is the exclusive responsibility of the Committee, but the Committee, in establishing the school calendar, shall seek and take into consideration the recommendations made by the Association. Disputes over the school calendar are not subject to grievance or arbitration.
4. The employees' work year shall not begin earlier than the Wednesday immediately prior to Labor Day. The Friday immediately prior to Labor Day shall not be a workday. The school year for students shall not begin prior to Labor Day. The work year terminates after the completion of the minimum time requirement for the student school year as established by state law or regulation, plus four (4) additional days. The additional four (4) days shall be scheduled as: at least one day prior to the start of the student school year, the day after the close of the student school year, and two professional development days scheduled at the discretion of the Committee. Professional development days will not be scheduled during regularly-scheduled school vacations. The Committee may require new employees to attend orientation sessions in addition to the regular work year.
5. Employees are expected to be at their work stations 10 minutes before the start of the first period of the student day. Employees receive a 25-minute duty-free lunch period. Employees are expected to remain as long after the students' dismissal time as is necessary to carry out their professional responsibilities which under no circumstances would be less than fifteen minutes (unless previously approved by the employee's supervisor.) As used in this section, "professional responsibilities" include giving extra help and assistance to students, participating in special education evaluations, conferring with parents, preparing for the next school day, and similar activities. An employee's failure to complete his/her professional responsibilities before leaving

school for the day is just cause for denial of a step increase on the salary schedule or for withholding a longevity payment (subject, in either case, to the grievance and arbitration provisions of this agreement); repeated failure to complete professional responsibilities before leaving school for the day may result in more serious disciplinary action.

6. Each teacher may be assigned five teaching periods and is entitled to one preparation period per full school day. A preparation period must be equal in length to the average teaching period. All employees have a professional responsibility to make themselves available to meet with special education teachers after school, if necessary. The Administration will maintain a list of volunteers who are willing to forego their preparation period in order to provide necessary coverage from time to time throughout the school year. Such volunteers will be compensated at the contractual hourly rate for such time spent providing coverage during a preparation period. Such compensation shall be no less than one hour's compensation, even if the duration of the coverage is for a shorter period. Staff will be asked to volunteer no later than September 1<sup>st</sup> of each school year and after doing so will commit to provide such coverage for the balance of that school year.
7. No employee is required to accept more than one after-school assignment per week.
8. The performance of technical lead teacher responsibilities shall, under ordinary circumstances, be accomplished during period when only one grade level is in shop.
9. Common Planning. Common planning time will be provided by the Administration and bargaining unit members agree to participate in such common planning activities. Professional development of 12 hours and common planning time of 21 hours will be scheduled throughout the school year. Administration will work with teachers to identify the scope of work and the products developed as a result of common planning time. It is acknowledged by the Parties that the Administration reserves the right to utilize its scheduling flexibility in order to accomplish this common planning time in other ways which may prove more efficient or desirable and is not required to utilize any specific number of early release days to accomplish this common planning time in the future under such other approaches

## **B. Class Size**

1. The Committee and the Association recognize that class size is an important factor in good education and a policy matter within the exclusive discretion of the Committee. The Committee will, wherever practicable and subject to safety considerations, space availability, economic factors, and other educational and policy considerations, assure the class size of the most effective nature for both teacher and student. It is the responsibility of the Committee to make final decisions concerning class size. Any such decision is final and binding unless the Association proves that the decision is unreasonable.
2. To the fullest extent possible, the Committee will maintain the following

maximum class sizes. These suggested class sizes will not exclude large group instruction lectures:

- Academic: 25 students
- Theory: depends on shop enrollment
- Shop: 16 students
- Special Education: 8 students (or 12 students when a teacher is assisted by one aide or 16 students when a teacher is assisted by two aides)

3. In the event that any classes exceed the figures listed above, the superintendent-director, upon request, will discuss the reasons therefore with representatives of the Association. Any suggestions made by those representatives to alleviate the situation will be given serious consideration.

### **C. Substitutes**

The employment of substitutes is the responsibility of the Committee's administrative staff. Every reasonable effort will be made to provide a substitute to cover the classes of regularly-assigned employees when they are absent.

### **D. Uniform Allowance**

Employees are provided with clean uniforms if and when their assignments require them. Payment for these uniforms is charged to the service account for the particular department concerned.

### **E. Transporting Students**

Employees are not required to transport students in employees' vehicles.

### **F. Grades**

1. Access to electronic rank books are provided for all employees in order to keep accurate, up-to-date evaluations of the work of each student assigned to them. These electronic rank books are the property of the Committee, and each employee is required to submit electronically his/her rank book in to the administrative staff at the end of the school year.
2. Teachers will issue mid-term reports to all students. Those reports will include at least one comment for each student.

### **G. Teachers' Meetings**

1. To the fullest extent possible, the superintendent-director shall call no more than one meeting of the full faculty per month, shall limit the length of each full faculty meeting to not more than one hour, and shall give notice of each full faculty meeting not less than 48 hours before the meeting.
2. To the fullest extent possible, coordinators and supervisors shall call no more than one meeting of their respective lead teachers per week, shall limit the duration of

such meetings to no more than one hour in length, and shall give not less than 24 hours' notice before the meeting. In addition to attending those meetings, lead teachers shall also attend department level meetings called by coordinators or supervisors at which regular employees are in attendance.

3. Lead teachers will hold department meetings an average of once a month. Minutes of department meetings will be forwarded to the supervising administrator (except that lead teachers in one-teacher departments will submit monthly reports to the principal or technical studies director in the case of technical lead teachers).
4. Unit A personnel will attend three out of five evening events, such as open-house events and parent meetings.

#### **H. Guidance Counselors, Nurse, and Librarian**

1. The Committee shall provide clerical assistance, suitable office space, and a telephone (if practicable) to guidance counselors. To the fullest extent possible, the Committee shall assure that the ratio of students to counselors does not exceed 300 to one. The compensation for a guidance counselor is determined by computing his/her appropriate step on the academic teachers' salary schedule.
2. Guidance counselors may be required to work up to 6 extra days per year. These days will be named at the discretion of the Principal and/or Superintendent based on the need of the school. Any guidance counselor who is required to work additional days will be compensated at his/her per diem rate for the additional days.
3. The Guidance Chair shall be required to work an additional six (6) days per school year. The additional days shall be mutually scheduled between the principal and the guidance chair. S/he shall be compensated at this/her per diem rate for the additional days.
4. The Committee shall provide the librarian/library manager with suitable office space (which does not necessarily mean private office space).
5. The Committee shall provide the nurse with an office, adequate space and facilities, and a telephone to fulfill his/her duties. If he/she works before or after the nurse's contract year, his/her compensation is a per diem basis.

### **Article IX. Compensation and Fringe Benefits**

#### **A. Basic Salary Schedule**

1. The salaries and salary differentials of employees are set forth in Appendix A. Step increases are not automatic; the Committee may deny a step increase for just cause.
2. The hourly rates of pay for summer and evening school programs and instructional services are set forth in Appendix A.
3. A new employee is placed on the step of the salary schedule commensurate with

his/her background and experience or, if lower and if the superintendent-director elects, on step five of the salary schedule, except that any employee who starts work after August 31, 1998, and who is assigned to a vocational teaching position for which a bachelor's degree is required for vocational approval (including Early Childhood, Health Technology, Horticulture and Hotel, Restaurant and Business Management may, if the superintendent-director elects, be placed initially on Level V, Step 3, of the salary schedule. Any fraction of a year of experience less than one-half is disregarded unless that time was accrued in the employment of the Committee. Any employee who is appointed or transferred under a waiver to a position for which he/she is not academically certified or vocationally approved, whichever applies, shall be placed on Level I of the salary schedule until he/she is certified or approved for that position. At that time, the employee shall be placed on the level commensurate with his/her educational background.

4. The Committee shall from time to time determine and set an authorized mileage allowance for reimbursement of expenses related to the use of private vehicles for school business.

## **B. Method and Time of Salary Payment**

1. Employees are paid in 26 equal biweekly payments.
2. An employee may elect to receive his/her pay in 22 biweekly payments if he/she notifies the superintendent-director by August 1 preceding the start of the school year. Voluntary deductions for the months of July and August are deducted from the last (the twenty-second) payment.
3. An employee who is paid in 26 payments may request a lump sum payment for the months of July and August if he/she presents a written request for a lump sum payment to the business office by May 1. In this case, all deductions, including state and federal taxes, are taken from the twenty-second payment.
4. If an employee leaves the school system or dies during the school year, he/she or his/her estate is entitled to a pro rata share of his/her salary based on his/her time of service in relation to the number of days the school is in session during the school year, less the compensation already paid to him/her.
5. For the purposes of salary payment, full-time employees serving more than one-half of a school year advance a step on the salary schedule the following September.
6. Part-time employees (other than employees paid by the hour) receive pro-rated salaries and benefits. By law, employees who work less than 20 hours a week are ineligible for insurance coverage under the district's group plans.
  - (a) The term benefits refers only to group insurance benefits, severance pay, and leaves of absence.

(b) Any part-time teacher who teaches at least four periods a day will be assigned one additional period each day as a preparation period and will receive a prorated salary calculated by multiplying the full-time teacher salary at his/her step and level of the Unit A salary schedule by a fraction, the numerator of which is the total number of periods assigned, including the preparation period, and the denominator of which is six.

(c) Any part-time academic teacher who teaches three or fewer periods a day and any part-time theory teacher will receive a prorated salary calculated by multiplying the full-time teacher salary at his/her step and level of the Unit A salary schedule by a fraction, the numerator of which is the number of teaching periods assigned and the denominator of which is six.

7. Any employee who is paid an annual salary will receive no more in salary payments in any contract year than his/her annual salary as set forth in Appendix A even when there are more than 26 paydays in the contract year.

### **C. Health, Life, and Dental Insurance Benefits**

1. The Committee shall pay 65 percent of the premiums for a group health insurance plan and a dental insurance plan covering all full-time employees and their families. The Committee will offer health plans available through the Cape Cod Municipal Health Group.
2. The Committee shall pay 99 percent of the premiums for a group life insurance plan covering all full-time employees with a maximum coverage of \$10,000. An employee may subscribe for additional coverage, but the cost of that additional coverage is the responsibility of the employee.
3. The Committee shall pay 50 percent of the premiums for group life insurance with a maximum coverage of \$10,000 for employees who are retired from the District and receiving a pension or annuity allowance from the teachers' retirement system.
4. The Committee shall pay 65 percent of the premiums for group health insurance for employees who are retired from the District and receiving a pension or annuity allowance from the teachers' retirement system and for their dependents.
5. Before purchasing and executing contracts for group insurance coverage, the Committee shall follow the procedure set forth in Mass. Gen. Laws ch. 32B, § 3.
6. The parties intend payments made by employees under this section to qualify as a salary reduction under Section 125 of the Internal Revenue Code, but the Committee does not guarantee this reduction to be tax-free.

7. The Association agrees that no further bargaining is required prior to implementation of Mass. G. L. c. 32B, Section 18 by the School Committee. However, to the extent that the Employer determines to place the issue before the School committee for a vote regarding the adoption of Section 18, the employer will not do so before first soliciting the input of the Insurance Advisory Committee and conducting an educational seminar for employees and retirees.
8. Each Party agrees to bargain in good faith at the request of the other Party during the term of this collective bargaining agreement, to address changes in plan offerings by the Cape Cod Municipal Health Group; or to address changes in applicable federal or state laws regarding health insurance; or to address any applicable penalties or taxes levied or imposed or to be levied or imposed as a result of federal or state health insurance law. This obligation to bargain shall exist in spite of any language contained herein that would otherwise relieve the Parties of such bargaining during the term of the collective bargaining agreement.

#### **D. Workers' Compensation**

The Committee shall pay an employee who receives injuries arising out of, and in the course of, his/her employment the compensation provided by Mass. Gen. Laws ch. 152, § 69. This compensation equals the difference between the amount paid under workers' compensation and the employee's normal pay; this payment is taken from the employee's accumulated sick leave time or vacation time on a pro rata basis. In no case will this combined payment exceed the employee's regular pay.

#### **E. Pension Plan**

All provisions of the Massachusetts Teachers Retirement Plan are made part of this agreement.

#### **F. Extracurricular Activity**

1. Assignment to extracurricular activities is voluntary.
2. Except in the case of an emergency, the Committee shall post a list of extracurricular activities and the compensation for each such activity at least three weeks before appointments are to be made.
3. A schedule of payment for extracurricular duties is set forth in Appendix A. The Committee retains the sole authority to establish or terminate extracurricular positions. Nothing in Appendix A means that the positions listed will necessarily be established or retained.

#### **G. Child or Dependent Care Payments**

1. At the request of any employee, the Committee shall reduce the employee's salary by a specified amount and shall pay that amount to a provider of child or dependent care designated by the employee. Such a request must be made on a form approved by the Committee.



2. The Committee shall pay the child or dependent care provider designated by the employee within 30 days following its receipt of the provider's invoice. The Committee is not required to pay child or dependent care providers more often than bi-weekly.
3. Payments made by the Committee under this section do not imply an endorsement of the services of the child or dependent care providers to whom the payments are made. The Committee is not responsible for the quality of those services or for verifying that they are actually performed.
4. The parties intend payments made by the Committee under this section to qualify as a tax-free fringe benefit under the Internal Revenue Code, but the Committee does not guarantee that they will be tax-free.

## **H. Severance Pay**

1. An employee who resigns, retires, dies, or is laid off after completing at least 11 years' service (15 years' service in the case of an employee whose first day of service was after June 30, 1995) with the District (other than an employee who is dismissed) is eligible to receive severance pay computed under this section.
2. If an employee does not use all 15 days of his/her current sick leave during the school year, the unused days of current sick leave are added to the employee's accumulated sick leave until he/she has 68 days of accumulated sick leave (except at the end of the employee's last year of employment).
3. Beginning in 2001–2002, 35 percent<sup>1</sup> (25 percent in the case of an employee whose first day of service was after June 30, 1995 and 15% in the case of an employee whose first day of service was after June 30, 2013) of any unused days of current sick leave not added to the employee's accumulated sick leave are multiplied by the employee's per diem rate of compensation for that school year, and the result, expressed in dollars, is credited to the employee's severance pay account.
4. If the employee notifies the Committee in writing of his/her intent to resign or retire by April 15 of the year before the year of his/her anticipated resignation or retirement, the Committee shall (i) pay the employee the balance in his/her severance pay account as of the beginning of his/her last year of employment in 22 or 26 equal installments over that last year, whichever the employee elects under Article IX, Section B, of this agreement; and (ii) pay him/her in a lump sum at the end of his/her last year any new balance then in his/her severance pay

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<sup>1</sup> Forty percent for contract years prior to 2001–2002 in which this section has been in effect for employees whose first day of service was on or before June 30, 1995.

account. No notice of intent to resign or retire may be withdrawn.

5. If an employee fails to give the Committee the advance written notice of his/her anticipated resignation or retirement required by Paragraph 4 of this section, or if an employee dies or is laid off before resigning or retiring but after completing at least 11 years' service with the District, the Committee shall pay the balance in the employee's severance pay account to him/her (or, in the case of his/her death, to his/her estate) by August 1 of the fiscal year following the fiscal year in which payment is requested.

## **Article X. General Provisions for Leaves of Absence**

1. Except as otherwise provided in this agreement, a leave of absence, with or without pay, carries with it the assurance that, on termination of the leave of absence, the Committee will return the employee to the same position as, or a comparable position to, the one the employee held when he/she began the leave of absence.
2. An employee on maternity leave, child care leave, Association leave, military leave, emergency leave, or a leave of absence to serve as an elected public official shall notify the Committee in writing of his/her intention to return from such leave or shall request in writing renewal of such leave no later than March 1 of the year in which the leave is scheduled to end. The superintendent-director may make exceptions to this procedure only in cases of emergency or urgency. Failure to comply with this notification requirement entitles the Committee to fill the employee's position and forfeits the employee's right to a position on expiration of the leave of absence. An employee whose right to a position is forfeited because of his/her failure to comply with this notification requirement is entitled to fill any position that becomes vacant or is created within one year from the date by which he/she was required to have complied with the notification requirement and for which he/she is qualified.
3. No benefits accrue to an employee during a leave of absence without pay, except that (i) an employee remains eligible during a leave of absence without pay for participation in the Committee's group insurance plans in accordance with the applicable provisions of Mass. Gen. Laws ch. 32B, and (ii) an employee who works at least one-half of the school year during which he/she takes an unpaid leave of absence is entitled to a full year's credit toward a salary step increase for that year. Upon return from a leave of absence without pay, an employee's unused sick leave benefit and salary increments that had accumulated at the time the leave of absence began will be restored to him/her.
4. All the benefits that normally accrue to an employee while he/she is working accrue to him/her during a leave of absence with pay.
5. The Committee may extend leaves of absence.

6. If the Committee declines to grant an employee child care leave, Association leave, or any other leave without pay, the Committee shall give the employee a statement of the reasons for its declination.

## **Article XI. Leaves of Absence Without Pay**

### **A. Association Leave (Unpaid)**

1. The Committee may grant a leave of absence without pay for one school year to any employee who is elected a full-time paid officer of the Association.
2. The Committee may grant a leave of absence without pay for one school year to any employee who is employed by the Association to assist it in discharging its duties as the exclusive bargaining representative of employees.
3. The Committee may grant a leave of absence without pay to any employee designated by the Association for the purpose of engaging in official activities of the Association (local, state, or national).

### **B. Maternity Leave**

1. Any employee is entitled to a leave of absence without pay (called “parental leave”) for childbirth or adoption if the employee gives at least two weeks’ notice of the anticipated exercise of parental leave to the superintendent-director. The two weeks’ notice requirement does not apply in the case of an emergency caused by the pregnancy.
2. Parental leave terminates one year after the date on which the employee begins parental leave, except that (i) the Committee may require the employee to defer his/her return to work until the beginning of the next school semester or school year, whichever the Committee elects, following the expiration of parental leave, and (ii) parental leave may terminate sooner than one year after the date on which the employee begins parental leave on agreement between the employee and the Committee.
3. If an employee is unable to return to work at the end of one year due to extenuating medical circumstances, the Committee will consider an extension of parental leave upon receipt of a written evaluation by the employee’s attending physician.

### **C. Child Care Leave**

1. The Committee may grant a leave of absence without pay (called “child care leave”) to any employee for the purpose of caring for the employee’s natural or adoptive child.
2. Any employee seeking child care leave shall apply in writing to the superintendent-director at least 30 days before the date on which the employee

seeks to begin the child care leave.

3. Child care leave terminates one year after the date of which the employee begins child care leave, except that (i) the Committee may require the employee to defer return to work until the beginning of the next school semester or school year, whichever the Committee elects, following the expiration of this leave, and (ii) child care leave may terminate sooner than one year after the date on which the employee begins child care leave on agreement between the employee and the Committee.

#### **D. Military Leave**

A leave of absence without pay for employees who are inducted or enlist in the armed forces of the United States is available in accordance with, and subject to, applicable state and federal law.

#### **E. Emergency Leave**

1. An employee is entitled to an unpaid leave of absence (called “emergency leave”) in the case of an emergency.
2. As used in this section, “emergency” means an illness or injury to a member of the employee’s immediate family that is sufficiently serious that the employee is unable to work full-time because of the need for the employee to care for the ill or injured person. “Immediate family” is limited to the employee’s spouse, children, and parents for the purposes of this section.
3. Emergency leave terminates when the emergency is over, but in no case more than one year after the emergency leave begins, except that the Committee may require the employee to defer his/her return to work until the beginning of the semester immediately following the end of the emergency.
4. The Committee may require verification of the emergency by a physician from time to time during the duration of the emergency leave.

#### **F. Other Leaves**

1. If an employee attending summer school finds that his/her assignment commences before completion of the school year, the superintendent-director may release him/her to attend summer school. His/her compensation for that school year is reduced by the following formula:

$$\frac{\text{Number of release days}}{\text{Total number of days}} \quad \times \quad \text{Teacher’s salary for the school year}$$

2. The Committee may grant a leave of absence without pay for one year to any professional teacher status employee for the purpose of serving as a full-time elected public official.
3. The superintendent-director may grant any employee a one-week leave of absence

without pay for personal reasons.

4. The Committee may grant other leaves of absence without pay to employees at the exclusive discretion of the Committee, whose decision is final and not subject to the grievance or arbitration provisions of this agreement.

## **Article XII. Leaves of Absence With Pay**

### **A. Sick Leave**

1. Each employee is entitled to an annual leave of absence with pay (called "sick leave") of 15 days for absence caused by illness or disability except that every employee whose first day of service is after August 31, 2001, and every other employee with less than 15 days of accumulated sick leave accrues sick leave at the rate of 1.5 days per month. An employee who so accrues sick leave may nevertheless use up to 15 days of sick leave each year, but any sick days taken in excess of the employee's accrued sick leave will be deducted from the employee's last paycheck of the year.
2. Sick leave not used in the year of service for which it is granted accumulates from year to year to a maximum of 68 days for use by the employee for absence caused by illness or disability. Current sick leave must be expended before the use of accumulated sick leave. At the start of each school year, the Committee shall notify each employee of the number of days of sick leave the employee used during the previous school year.
3. An employee may use sick leave for personal illness, disability, or to comply with the quarantine regulations of any municipal or state health department.
  - (a) An employee is considered ill or disabled if he/she is physically unable to perform any and every duty pertaining to his/her employment.
  - (b) In cases where excessive absenteeism because of claimed illness occurs, the Committee reserves the right to require the employee to submit satisfactory proof of illness or disability and such subsequent proof of its continuation as may reasonably be required.
  - (c) An employee may be granted three days leave from sick leave for serious illness in the family providing such leave is approved by the superintendent-director or his/her designee.
4. A sick leave bank is established for use by eligible employees who have exhausted their own sick leave and who have a serious illness or disability.
  - (a) All employees shall make an initial contribution of one day of their annual sick leave to fund the sick leave bank.
  - (b) If the sick leave bank is exhausted, all employees are assessed an additional

day, which is deducted from their 15 days of annual sick leave. The sick leave bank committee shall determine when the bank is exhausted and, to the fullest extent possible, shall assess this additional day or days during the first pay period of the year.

- (c) The sick leave bank is administered by a sick leave bank committee, which consists of two members designated by the Committee and two members designated by the Association. In the event of a tie vote, the decision is made by a neutral third party, jointly appointed by the members of the sick leave bank committee. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted from it, using the following criteria: (i) adequate medical evidence of serious illness or disability; (ii) prior utilization of all eligible sick leave; and (iii) propriety of use of previous sick leave. The sick leave bank shall determine all requests for sick leave and state the reasons for its decisions in writing. The decisions of the sick leave bank with respect to eligibility and amount of sick leave are final and not subject to any appeal.
  - (d) The sick leave bank committee shall not make an initial grant from the bank to an employee in excess of 30 days. On completion of the initial 30-day period, the sick leave bank committee may grant additional sick leave on demonstration of need by the applicant.
  - (e) Any sick leave granted to an employee under this section expires at the end of the school year in which it is granted.
  - (f) The definition of illness or disability and the exclusions from sick leave benefits in Paragraph 3 of this section apply to this paragraph.
  - (g) As soon as an employee becomes eligible to receive benefits from the long-term disability income insurance policy provided under Paragraph 5 of this section, he/she is no longer eligible to receive benefits from the sick leave bank established under this paragraph.
5. The Committee and the Association shall negotiate with insurance companies and purchase, on such terms and conditions as they may agree, a policy or policies of long-term disability income insurance for the benefit of employees.
- (a) The Committee shall pay 65 percent of the total monthly premium for each employee for this insurance coverage.
  - (b) Each employee shall give the Committee and the insurance company or companies written authorization to make periodic deductions of the employee's share of the cost of the monthly premium.
  - (c) This insurance will provide each eligible employee, as a minimum, with scheduled monthly benefits of two-thirds of the employee's basic monthly

compensation, not to exceed a maximum of \$7,500, less any social security and workers' compensation benefits that are or could be provided.

(d) This insurance coverage provides for a waiting period of 90 calendar days before benefits begin.

5. If an employee is gainfully employed outside the School District during any part of a calendar day, he/she is not entitled to use sick leave for an absence from school on that day.

## **B. Sabbatical Leave**

The Committee may grant a sabbatical leave of absence to an employee for an organized program of professional advancement. Sabbatical leave is designed to improve the quality of education in the school system, thus increasing the benefits accruing to students, and is subject to the following conditions:

1. The program of professional advancement is approved by the superintendent-director.
2. The employee has completed at least seven consecutive full school years of employment in the school system.
3. Employees requesting sabbatical leave must make written application (on a form approved by the Committee) to the Committee by January 1. The Committee shall act on all such requests not later than April 1.
4. If the Committee receives more than one application in a particular year, it shall consider the following factors in evaluating the applications: (i) the educational value of the proposed program to the school system; (ii) the quality of the past performance of each employee; and (iii) the length of service of each employee. Any decision by the Committee on an employee's application for a sabbatical leave is final and binding unless the Association proves that the decision is unreasonable.
5. On an employee's return from sabbatical leave, the Committee shall place the employee on the appropriate step of the salary schedule as if the employee had not taken a sabbatical leave of absence.
6. The employee must agree in writing that on termination of sabbatical leave he/she will return to the service of the Committee for a period equal to twice the length of the sabbatical leave and that, in default of completing such service, he/she will refund to the Committee an amount of money equal to such proportion of salary received by him/her while on sabbatical leave as the amount of service not actually rendered as agreed to, bears to the whole amount of service agreed to be

rendered.

7. Sabbatical leave is limited to one school year.
8. An employee's salary during sabbatical leave is 50 percent of his/her regular teaching salary. The Committee may, at its option, pay more than 50 percent of the employee's regular teaching salary while he/she is on sabbatical leave, but in no case will the total remuneration paid to the employee exceed the annual compensation he/she would have received had he/she not taken sabbatical leave.

### **C. Bereavement Leave**

1. The Committee shall give an employee a reasonable leave of absence with pay because of a death in his/her immediate family for a period not to exceed three school days. An employee may take four additional days' leave of absence for this purpose, which will be deducted from his/her sick leave.
2. "Immediate family," as used in this section, includes the employee's spouse, children, parents, siblings, grandchildren and grandparents; the employee's spouse's children, parents, siblings, grandchildren and grandparents; and other persons residing in the employee's household.

### **D. Reserve Duty**

The Committee shall grant to each employee who is a member of a reserve component of the armed forces of the United States a leave of absence during the time of the employee's annual tour of duty, not to exceed 17 days. During such a leave, the Committee shall pay the employee the difference between the employee's regular salary from the District and the military pay to which the employee is entitled. The superintendent-director may, at his/her option, request the commanding officer of any employee who applies for leave of absence for reserve duty to defer the employee's reserve duty until the completion of the school year.

### **E. Personal Leave**

There may be personal conditions or circumstances that require employee absenteeism for reasons other than those mentioned elsewhere in this agreement. The Committee shall grant an employee a leave of absence with pay, not to be accumulated, under the following conditions:

1. Personal leave is available only in situations of urgency, for the purpose of conducting personal business.
2. An employee desiring to use personal leave shall submit a notice in writing to the superintendent-director at least five days before the anticipated absence, except in the case of an emergency, in which case the employee shall notify the superintendent-director as soon as possible. The employee shall describe in his/her notice for personal leave the general reasons for taking personal



leave, unless the reason is extremely confidential, in which case the employee shall explain the reason orally to the superintendent-director, except that an employee need not give a reason for taking one of his/her two annual personal days.

3. Personal leave is not available during the first or last two weeks of the school year or on the first working days preceding or following a vacation period or holiday, except in the case of an emergency.
4. Each employee receives two days of personal leave per year, non-cumulative.

### **F. Educational Leave**

1. The superintendent-director may grant an employee a leave of absence with pay for the purpose of visiting other schools or attending meetings or conferences relating to curriculum development or organizational structure if the teacher presents a written proposal to the superintendent-director at least seven days before the leave begins. The superintendent-director shall evaluate proposals on the basis of their value to the educational program at the Cape Cod Regional Technical High School.
2. Subject to the approval of the superintendent-director, the Committee shall pay expenses incurred by an employee on educational leave (such as registration fees, meals, lodging, and transportation). A list of anticipated expenses must be included with the proposal for the approval of the superintendent-director.
3. Employees requesting reimbursement for expenses under this section shall submit to the superintendent-director a voucher documenting the expenses for which reimbursement is sought.

### **G. Jury Service**

If an employee is required to serve as a grand or trial juror in a federal or state court during the school year, the Committee shall grant the employee a leave of absence with pay on the days on which the employee serves as a juror on the condition that the employee turn over to the District any compensation he/she receives from the court for that service (exclusive of any travel allowance).

### **H. Association Leave (Paid)**

1. Unit A representatives of the Association will be allowed five days of paid leave in the aggregate each year to attend the MTA annual convention or other official MTA business. (For example, five Association representatives from Unit A may each take one day of paid Association leave to attend the MTA annual convention or other official MTA business, or one Association

representative from Unit A may take five days of paid Association leave, or any similar combination that does not exceed a total of five days of paid leave each year.)

2. An employee desiring to use Association leave shall submit a notice in writing to the superintendent-director at least five days before the anticipated absence.
3. The superintendent-director may require the Association to designate a substitute representative to take Association leave if the absence of an original representative would leave a shop with inadequate coverage.

## **Article XIII. Grievance Procedure**

### **A. Definition**

A “grievance” is a dispute over the application or interpretation of any provision of this agreement.

### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level equitable, solutions to problems that may from time to time arise with respect to the application or interpretation of this agreement. Proceedings under this article should be kept as informal and confidential as is appropriate at any level of the procedure.
2. Nothing in this article limits the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without the intervention of the Association if the Association is given an opportunity to be present at the adjustment discussions and to state its views and if the adjustment is not inconsistent with the terms of this agreement.

### **C. General Provisions**

1. All records and documents relating to, or referring to, the processing of grievances will be filed separately from the personnel files of the employee or employees participating in the grievance.
2. All decisions made at Steps 2 through 4 of this procedure will be in writing, will state the reasons for the decision, and will be forwarded promptly to the employee or employees who initiated the grievance and to the Association.
3. The Committee shall not take any reprisals against any employee or the Association in connection with the proper use of the grievance procedure.

#### **D. Time Limits**

1. An employee with a grievance must institute proceedings under Step 1 of the grievance procedure within 10 school days after the event or events on which the grievance is based or within 10 school days after the date on which the employee knew or should have known of the event or events on which the grievance is based and, if the grievance is not satisfactorily resolved at Step 1, must file the grievance in writing with the principal at Step 2 of the grievance procedure within 20 school days after the event or events on which the grievance is based or within 20 school days after the date on which the employee knew or should have known of the event or events on which the grievance is based. The failure to comply with these time limits is deemed a waiver of the grievance.
2. The failure at any step of the grievance procedure to communicate the decision on the grievance within the specified time limits entitles the employee (or the Association if the grievance is a class grievance) to appeal to the next step.
3. The failure at any step of the grievance procedure to appeal to the next step within the specified time limits is deemed an acceptance of the decision reached at that step.
4. Time limits may be extended only by mutual agreement in writing. A party's waiver of any time limit set forth in this article does not obligate that party to waive that time limit or any other time limit in the future.

#### **E. Class Grievances**

1. If a group or class of four or more employees are equally and directly affected by a grievance, the Association may submit a class grievance on behalf of those employees.
2. Class grievances are subject to the same time limits and must follow the same procedural steps as individual grievances.
3. Except for class grievances, the Association shall not pursue any grievance without the written consent of the affected employee or employees.

#### **F. Procedure**

The following procedure applies to all grievances:

1. Step One:
  - (a) An employee with a grievance (with or without an Association representative) may discuss the grievance with his/her immediate supervisor within 10 school days after the event or events on which the grievance is based or within 10 school days after the date on which the

employee knew or should have known of the event or events on which the grievance is based.

- (b) Any meeting held to discuss a grievance at Step 1 must be held during non-class hours.

2. Step Two:

- (a) If the grievance is not satisfactorily resolved at Step 1, the employee (or the Association) shall reduce the grievance to writing and may file it (in writing) with the principal within 20 school days after the event or events on which the grievance is based or within 20 school days after the date on which the employee knew or should have known of the event or events.
- (b) Within 10 school days after receipt of the grievance at Step 2, the principal shall meet with the employee in an effort to settle the grievance.
- (c) The principal shall communicate his/her decision on the grievance to the employee and the Association within 10 school days after the Step 2 meeting.

3. Step Three:

- (a) If the grievance is not satisfactorily resolved at Step 2, or if the principal has not communicated his/her decision to the employee and the Association within 10 school days after the Step 2 meeting, the employee (or the Association) may file the grievance (in writing) with the superintendent-director within five school days after receipt of the principal's decision or within five school days after the expiration of 10 school days after the Step 2 meeting without receipt of the principal's decision, whichever is applicable.
- (b) Within 10 school days after receipt of the grievance at Step 3, the superintendent-director shall meet with the employee in an effort to settle the grievance.
- (c) The superintendent-director shall communicate his/her decision on the grievance to the employee and the Association within 10 school days after the Step 3 meeting.

4. Step Four:

- (a) If the grievance is not satisfactorily resolved at Step 3, or if the superintendent-director has not communicated his/her decision to the employee and the Association within 10 school days after the Step 3 meeting, the employee (or the Association) may file the grievance (in

writing) with the secretary of the Committee within five school days after receipt of the superintendent-director's decision or within five school days after the expiration of 10 school days after the Step 3 meeting without receipt of the superintendent-director's decision, whichever is applicable.

- (b) At its next regular meeting after receipt of the grievance at Step 4, the Committee shall meet with the Association in an effort to settle the grievance.
- (c) The Committee may designate a subcommittee, which may include persons who are not members of the Committee, to hold a hearing or otherwise investigate the grievance.
- (d) The Committee shall communicate its decision on the grievance to the Association within 15 school days after the Step 4 meeting.

5. Step Five:

- (a) If the grievance is not satisfactorily resolved at Step 4, or if the Committee has not communicated its decision to the Association within 15 school days after the Step 4 meeting, the Association and the Committee may by mutual agreement refer the grievance to mediation (by giving written notice of the referral to the Committee) within 10 school days after receipt of the Committee's decision or within 10 school days after the expiration of 15 school days after the Step 4 meeting without receipt of the Committee's decision, whichever is applicable.
- (b) The parties shall select, by agreement, a mediator who is an impartial person, experienced in the mediation of labor disputes, and knowledgeable in the area of vocational education. If the parties are unable to agree on a mediator within 10 school days following the referral to mediation, each party shall choose one mediator and the two so chosen shall select a third, all of whom must have the qualifications described above.
- (c) The parties shall share equally the fees and expenses of the mediator or mediators.
- (d) The mediator or mediators shall meet with the parties or their representatives, jointly, within 30 school days after the referral to mediation. If the grievance is not resolved satisfactorily to both the Committee and the Association at that mediation meeting (or at any subsequent mediation meeting agreed to by both parties), the mediator or mediators shall declare the mediation concluded. No report or recommendation issued or made by the mediator or mediators is binding

on either party.

6. Step Six:

- (a) If the grievance is not resolved to the satisfaction of both parties during mediation (at Step 5), or in the event that the Parties do not agree to refer the grievance to mediation, the Association may submit the grievance to arbitration (by giving written notice of the submission to arbitration to the Committee) within 10 school days after the date on which the mediator or mediators declare the mediation concluded or within 10 school days after the Committee indicates its unwillingness to agree to refer the grievance to mediation.
- (b) The arbitrator will be selected in accordance with, and the arbitration proceeding will be governed by, the Voluntary Labor Arbitration Rules of the American Arbitration Association, as amended and in effect at the time of the submission to arbitration.
- (c) The parties shall share equally the fees and expenses of the arbitrator.
- (d) The decision of the arbitrator is final and binding on the parties, but the arbitrator's power is limited to the interpretation or application of the express terms of this agreement. The arbitrator has no power to alter, add to, or subtract from, the terms of this agreement as written or to substitute his/her judgment for the Committee's in those areas reserved for the discretion of the Committee by this agreement or under law or where the Committee's decision is final and binding under this agreement.

7. If a grievance is based on action taken by the principal, the employee may discuss the grievance at Step 1 with the principal, rather than the employee's immediate supervisor. If a grievance is based on action taken by the superintendent-director or the Committee, the employee may discuss the grievance at Step 1 with the superintendent-director, and, if the grievance is not resolved at Step 1, shall file the grievance (in writing) with the superintendent-director at Step 3 (but within the time limits for filing at Step 2).

**G. Exclusive Remedy**

1. In any matter involving the suspension, dismissal, removal, or termination of an employee, which is not specifically excluded from arbitration under the terms of this agreement, the employee affected by the suspension, dismissal, removal, or termination may elect arbitration as the exclusive procedure for resolving any grievance involving the suspension, dismissal, removal, or termination.

2. The arbitration provisions of this agreement do not apply to a grievance involving suspension, dismissal, removal, or termination unless the employee affected elects the grievance and arbitration provisions of this article as final and binding and as the exclusive procedure for resolving the dispute over the suspension, dismissal, removal, or termination.
3. In any matter involving the suspension, dismissal, removal, or termination of an employee in which the employee is afforded an opportunity for a hearing under Mass. Gen. Laws ch. 71, § 42, the employee may elect arbitration under Section F, Paragraph 6, of this article as the exclusive procedure for resolving the dispute over the suspension, dismissal, removal, or termination by giving the Committee written notice of the submission to arbitration within 10 school days after the date on which the Committee renders its decision under Mass. Gen. Laws ch. 71, § 42.
4. In any matter involving the suspension, dismissal, removal, or termination of an employee in which the employee is not entitled to an opportunity for a hearing under Mass. Gen. Laws ch. 71, § 42, the employee may elect arbitration under Section F, Paragraph 6, of this article as the exclusive procedure for resolving the dispute over the suspension, dismissal, removal, or termination by giving the Committee written notice of the submission to arbitration within 10 school days after the date on which the mediator or mediators (at Step 5 of the grievance procedure) declare the mediation concluded.
5. The failure of an employee to elect one remedy from a choice of remedies in a matter involving suspension, dismissal, removal, or termination is justifiable ground for the Committee to refuse to process the grievance, and such refusal is not a violation of this agreement.

## **Article XIV. Miscellaneous Provisions**

### **A. Savings Clause**

If any provision of this agreement is found by a court of competent jurisdiction to be contrary to law, then that provision is deemed invalid except to the extent permitted by law, but all other provisions continue in full force and effect.

### **B. Notices and Announcements**

1. The Committee shall make all official circulars and a copy of school programs available to all employees.
2. The Committee shall furnish a copy of its rules to the president of the Association.
3. On the first day of the school year and on reasonable request, the administration

shall make available to each employee information on his/hers accumulated sick leave.

4. The Committee shall furnish a list of employees' names and addresses to the treasurer of the Association and furnish him/her with an addendum to that list whenever necessary. The Committee shall make a directory of personnel available to all employees.
5. The Committee shall make the school calendar, listing holidays and pay days, available to each employee at the beginning of the school year.
6. To the fullest extent possible, the administration shall give each employee a copy of his/her teaching and non-teaching assignments for the next year by June 1.

### **C. Printing of Agreement**

The Committee and the Association shall share equally the cost of producing copies of this agreement. The Committee shall provide copies of this agreement in the library and each employee will have access to an electronic copy (within 30 days after the signing of this agreement or by its effective date, whichever is later) via the school's website and to each new employee hired during the term of this agreement.

### **D. Off-Campus Duties**

The Committee shall pay each employee his/her daily pay if it requires him/her to attend conferences, institutes, or other off-campus functions. This requirement does not apply to any time spent by an employee to comply with the professional improvement provision in Appendix A or with the professional improvement requirements set by the Division of Occupational Education of the Massachusetts Department of Education.

### **E. Substitutes**

1. Permanent substitutes are placed on the appropriate step of the salary schedule in accordance with Article IX, Section A, Paragraph 3, and are entitled to all the benefits given to regular employees under this agreement.
2. Temporary substitutes are placed on the appropriate step of the salary schedule in accordance with Article IX, Section A, Paragraph 3, after they have served for 60 consecutive school days. (During the initial 60-day period, temporary substitutes are entitled to the Committee's contribution to group insurance premiums as required by Mass. Gen. Law ch. 32B. After the 60-day period, temporary substitutes are entitled to non-cumulative sick leave, personal leave, bereavement leave, educational leave, and the leaves described in Article X, Section E, in each case prorated based on the length of the appointment.)



## **F. Program Development**

The Committee and the Association recognize the desirability of developing sound programs for the improvement of the educational structure of the school system. To that end, the following procedure is established:

1. Before each public meeting of the Curriculum subcommittee (a sub-committee of the Committee), the Committee shall furnish the president of the Association with a copy of the agenda of that meeting of the Curriculum subcommittee. As used in this article, "public meeting" means any meeting except a meeting or portion of a meeting held in executive session.
2. Any employee, as a member of the public, is entitled to attend public meetings of the Curriculum subcommittee. In addition, the Association is entitled to designate representatives to attend each public meeting of the Curriculum subcommittee. Those representatives may make proposals to the Curriculum subcommittee concerning subjects that are within the jurisdiction of the Curriculum subcommittee and that are under consideration by the Curriculum subcommittee at the public meeting at which the programs are discussed. Any written proposals intended to be made to the Curriculum subcommittee must be furnished to the superintendent-director at least five school days before the meeting at which the proposals are intended to be made, or within 48 hours after the Association receives the agenda for that meeting, whichever is later.
3. Among the items to be considered by the Curriculum subcommittee are: potential reduction in personnel, procedures for employee evaluation, professional development, training of student teachers and interns, and other items of mutual concern. This subcommittee has no authority to deal with grievances. Nothing contained in this Section F limits the powers of the Committee with respect to the consideration or implementation of school policy.
4. This section is intended to provide a vehicle through which the Association may communicate with the Curriculum subcommittee on matters within the jurisdiction of that subcommittee that affect the Association as exclusive bargaining representative of employees. It is not intended to permit individual employees or groups of employees to circumvent the normal administrative structure of the school system.

## Article XV. Duration of Contract

1. This agreement is effective as of September 1, 2016, and continues in effect until August 31, 2019. This agreement cannot be extended orally, and it expires on the date indicated.
2. On or after October 1, 2018, the Committee or the Association may notify the other in writing of its intention to negotiate a successor agreement (and provide copies of its written proposals for a new agreement).
3. See Article VIII, Section A, of this agreement for the circumstances under which the parties agree to reopen that section.

Cape Cod Regional Technical High  
School District Committee

Cape Tech Association

By Anthony T. Tullio By Dynn Pelsick  
Date August 24-2017 Date 8/30/2017

## APPENDIX A

### Differentials

NURSE: Works a 190-day contract year; paid at appropriate step and level, plus \$350.

ATHLETIC DIRECTOR: Works a 190-day contract year and receives the differential set forth in the salary schedule for coaches and club advisors.

MASTER'S DEGREE: Any teacher with a master's degree (academic & technical) will receive a differential of \$750.00 per year.

LEAD TEACHERS: Receive the differentials shown in the following table:

Lead Teacher Schedule	2016-17	2017-18	2018-19
Metal Fab/Welding (1+5)*	1632	1669	1707
Dental Assisting (1)	1530	1564	1599
Cosmetology (2+7)	1938	1982	2027
Health Technologies (3)	2040	2086	2133
Early Childhood Education (2+5)	1836	1877	1919
Electrical (2+5)	1836	1877	1919
Plumbing & Heating (2+5)	1836	1877	1919
HVAC (1+5)	1632	1669	1707
Marine Service Tech (2+5)*	1836	1877	1919
Carpentry (2+6)	1887	1929	1972
Information Tech (2+6)	1887	1929	1972
Horticulture (2+6)	1887	1929	1972
Culinary Arts (2+7)	1938	1982	2027
Graphic Arts (2+7)	1938	1982	2027
Engineering Tech (2)	1734	1773	1813
Auto Collision (2+7)	1938	1982	2027
Auto Technology (2+7)	1938	1982	2027
English (4+7)	2244	2294	2346
Math (4+7)	2244	2294	2346
Science (4+7)	2244	2294	2346
Social Studies & Spanish (4+6)	2193	2242	2292
Special Education (4+7)	2244	2294	2346
PE/Health/Computer App (4+6)	2193	2242	2292
1 Single Shop or Academic Teacher	1530	1564	1599
2 Two Shop Teachers	1734	1773	1813
3 Three or More Shop Teachers	2040	2086	2133
4 Three or More Academic Teachers	2040	2086	2133
5 Low Account Activity	102	104	106
6 Medium Account Activity	153	156	160
7 Heavy Account Activity	204	209	214
8 Automotive Fleet Responsibility	1224	1252	1280

9	Copy Center Responsibility	1530	1564	1599
10	Ellen Jones Dental Center Resp.	413	422	431
11	Audio Visual Responsibility	413	422	431

*\*The Parties agree to meet by May 1 of each year in order to review the Lead Teacher Schedule and propose any changes necessitated by Shop/Department size and/or account activity. Any changes to the Lead Teacher Schedule are subject to ratification by the Parties.*

**\*\* Lead Teachers.** *The Parties have reached agreement that the position of Lead Teacher is a year-long assignment and that when a teacher accepts this position and the attendant stipend, he or she will serve the position for the full school year. Given that a separate Lead Teacher evaluation does not exist, the Committee and Association resolve to implement a mutually agreeable process going forward as it pertains to Lead Teacher evaluations.*

*Programs will be reviewed each year for accuracy by the administration, which will provide the Association with updated information on the number of teachers in each shop and department and service responsibilities before the start of each school year.*

HOURLY RATES OF PAY: There is one class of hourly compensation: Class I applies to instructional services rendered outside the regular school day (such as instructional services rendered after school or rendered for less than six weeks during the summer).

Class	2016-17	2017-18	2018-19
I	\$33.31	\$34.06	\$34.83

### **Level Determination**

Each teacher will be placed on the appropriate level of the salary schedule in accordance with the following:

#### **Vocational Teacher**

- LEVEL I: State approval in the occupational area in which the teacher is employed to teach.
- LEVEL II: State approval plus 15 credits toward an associate's or a bachelor's degree.
- LEVEL III: State approval plus an associate's degree or 60 credits toward a bachelor's degree.
- LEVEL IV: State approval plus either an associate's degree and 30 credits toward a bachelor's degree or 90 credits toward a bachelor's degree.
- LEVEL V: State approval plus a bachelor's degree.
- LEVEL VI: State approval plus a master's degree.

#### **Academic Teacher**

- LEVEL I: State certification with a bachelor's degree.
- LEVEL II: State certification with a bachelor's degree plus 15 additional credits.
- LEVEL III: State certification with a master's degree.
- LEVEL IV: State certification with a master's degree plus 15 credits.

- LEVEL V: State certification with a master’s degree plus 30 credits.
- LEVEL VI: State certification with a master’s degree plus forty-five credits

**Notes**

1. For vocational teachers, “state approval” means provisional or full approval by the Career and Technical Education Department of the Department of Elementary and Secondary Education under 603 CMR 4.10 in the technical areas in which they are employed to teach.
2. For vocational teachers, “degree” means a degree from an accredited college or university in the occupational areas in which they are employed to teach, in occupational education, or in secondary education.
3. If a vocational teacher has a degree, or credits toward a degree, other than a degree as defined in Note 2, he/she or she may obtain a statement from an accredited college or university of the number of credits the college or university would accept toward acquisition of a degree as defined in Note 2. Upon presentation of that statement, the teacher will be placed on the level of the salary schedule commensurate with the number of credits that the college or university agrees to accept.
4. For academic teachers, “state certification” means certification by the Bureau of Teacher Preparation, Certification and Placement under 603 CMR 7.00 in the subject areas in which they are employed to teach.
5. Each teacher is responsible for assuring that confirmation of all credits and degrees earned is given to the superintendent-director’s office. Changes in level placement take effect with the payroll period beginning immediately following receipt of that confirmation by the superintendent-director’s office.
6. The terms “master’s degree plus 15 credits” and “master’s degree plus 30 credits” mean that the credits a teacher needs to move from Level III to Level IV or from Level IV to Level V of the salary schedule must be earned after the teacher has acquired a master’s degree.

**Longevity Plan**

1. To provide an incentive for experienced employees to continue serving in the District, the Committee shall make annual longevity payments as follows:
  - (a) An employee with at least 15 but not more than 19 years of service in the District is entitled to an annual longevity payment as follows:

<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
\$918	\$936	\$955

- (b) An employee with at least 20 but not more than 24 years of service in the District is entitled to an annual longevity payment as follows:

<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
\$1,432	\$1,464	\$1,497

- (c) An employee with at least 25 years of service in the District is entitled to an annual longevity payment as follows:

<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
\$2,045	\$2,091	\$2,138

2. The Committee shall make longevity payments no later than December 15 of each year.
3. For purposes of this plan, service in the District includes periods of paid (but not unpaid) leaves of absence (including sabbatical leaves of absence).

### **Course Reimbursement**

Before completing three years of service at Cape Cod Tech, the teacher will complete a course, which supports The Principles of Effective Teaching and/or the Goals of the District designated by the Superintendent, without additional compensation, however the school will provide tuition for this course within the parameters of the contractual agreement on course reimbursement. The Committee shall reimburse employees for tuition and fees for courses taken by them to improve their ability to perform the duties of their positions at school, subject to the following conditions:

1. The General Course Reimbursement amount for all teachers in the bargaining unit shall be up to \$1,200.00 per year. Employees shall be reimbursed in accordance with the terms of this Course Reimbursement section of Appendix A. The Committee agrees to budget a total of \$30,000.00 per fiscal year to fund this benefit, with one-half of the budgeted amount available for reimbursement for the first semester and one-half of the budgeted amount available for reimbursement for the second semester. This benefit will be awarded on a first come first served basis each semester..
2. This course reimbursement policy does not apply to employees on sabbatical leave.
3. To qualify for tuition reimbursement, courses must be conducted by accredited colleges or universities or by accredited professional training schools approved by the Committee.
4. To qualify for tuition reimbursement, courses outside the employee's area of specialization must be approved in writing in advance by the superintendent-director. "Area of specialization" means the subject area (such as auto technology, plumbing and heating, English, or social studies) or administrative department (such as guidance, health services, or Special Education) in which the employee is employed when he/she submits a course approval/reimbursement form to the superintendent-director.
5. The Committee shall make reimbursement after the employee submits evidence of satisfactory completion of each course. To be eligible for reimbursement, the employee must still be employed by the Committee when he/she submits evidence of course completion.
6. No course qualifies for tuition reimbursement unless the employee submits a completed course approval/reimbursement form (available from the superintendent-director's office) to the superintendent-director at least 30 days before the course begins. The superintendent-director will return the form to the employee within 15 days with an

indication whether the course is outside the employee's area of specialization and, if so, whether the course is approved for reimbursement.

7. The Committee will waive the 30-day advance notice requirement in Paragraph 7 if an employee can establish to the satisfaction of the Committee that the employee could not reasonably have known that the course would be offered. To be eligible for a waiver, an employee must submit a completed course approval/reimbursement form to the superintendent-director within five days after the employee learns that the course will be offered and must attach a copy of a dated course announcement, if available.

### **Professional Improvement**

1. Each employee assigned to a position for which vocational approval is required shall comply with the professional improvement requirements of the Department of Elementary and Secondary Education (DESE) Chapter 74 regulations.
2. When the District determines that Project Lead the Way training is in its best interest, it will seek volunteers, from those curricular areas where it determines there is a need, to attend. If more CTA members volunteer than the district can reasonably fund, then the district shall determine who attends the training. The District shall pay all of the training costs and fees. Employees who attend Project Lead the Way training shall be reimbursed for all travel expenses and meals. Employees who attend Project Lead the Way training shall be paid the daily hourly teacher rate for each day of training, maximum 8 hours per day.

### **National Board of Certification Recognition**

Any employee who obtains National Board of Certification recognition will receive a stipend of \$500 per year.

## Unit A Salary Schedule

### 2016-2017 Unit A Salary Schedule (2%)

Step	Level I	Level II	Level III	Level IV	Level V	Level VI
1	\$45,396	\$47,095	\$48,793	\$50,496	\$52,193	\$54,692
2	\$48,278	\$50,047	\$51,540	\$53,306	\$55,076	\$57,465
3	\$51,162	\$52,998	\$54,286	\$56,121	\$57,960	\$60,239
4	\$54,045	\$55,952	\$57,028	\$58,936	\$60,845	\$63,011
5	\$56,930	\$58,899	\$59,776	\$61,752	\$63,729	\$65,784
6	\$59,814	\$61,853	\$62,522	\$64,566	\$66,613	\$68,557
7	\$62,698	\$64,804	\$65,269	\$67,380	\$69,498	\$71,329
8	\$65,581	\$67,757	\$68,012	\$70,197	\$72,381	\$74,103
9	\$68,464	\$70,707	\$70,757	\$73,011	\$75,265	\$76,875
10	\$71,350	\$73,659	\$74,334	\$75,828	\$78,149	\$79,650
11	\$74,233	\$76,613	\$77,171	\$78,641	\$81,032	\$82,421
12			\$78,992	\$81,453	\$83,918	\$85,194

### 2017-2018 Unit A Salary Schedule (2.25%)

Step	Level I	Level II	Level III	Level IV	Level V	Level VI
1	\$46,417	\$48,154	\$49,891	\$51,632	\$53,368	\$55,923
2	\$49,364	\$51,173	\$52,700	\$54,505	\$56,316	\$58,758
3	\$52,313	\$54,190	\$55,507	\$57,384	\$59,265	\$61,595
4	\$55,261	\$57,211	\$58,311	\$60,262	\$62,214	\$64,429
5	\$58,211	\$60,225	\$61,121	\$63,141	\$65,163	\$67,264
6	\$61,160	\$63,245	\$63,928	\$66,019	\$68,112	\$70,100
7	\$64,109	\$66,262	\$66,738	\$68,896	\$71,062	\$72,934
8	\$67,057	\$69,281	\$69,542	\$71,776	\$74,010	\$75,770
9	\$70,005	\$72,298	\$72,349	\$74,654	\$76,959	\$78,604
10	\$72,955	\$75,316	\$76,006	\$77,534	\$79,908	\$81,442
11	\$75,903	\$78,337	\$78,908	\$80,410	\$82,856	\$84,276
12			\$80,769	\$83,286	\$85,806	\$87,111

### 2018-2019 Unit A Salary Schedule (2.25%)

Step	Level I	Level II	Level III	Level IV	Level V	Level VI
1	\$47,461	\$49,238	\$51,014	\$52,793	\$54,568	\$57,181
2	\$50,475	\$52,325	\$53,886	\$55,731	\$57,583	\$60,080
3	\$53,490	\$55,410	\$56,756	\$58,675	\$60,598	\$62,981
4	\$56,504	\$58,498	\$59,623	\$61,618	\$63,613	\$65,879
5	\$59,521	\$61,580	\$62,496	\$64,562	\$66,629	\$68,778
6	\$62,536	\$64,668	\$65,367	\$67,504	\$69,644	\$71,677
7	\$65,551	\$67,753	\$68,240	\$70,447	\$72,661	\$74,575
8	\$68,566	\$70,840	\$71,107	\$73,391	\$75,675	\$77,475
9	\$71,580	\$73,925	\$73,977	\$76,334	\$78,690	\$80,373
10	\$74,596	\$77,011	\$77,717	\$79,278	\$81,706	\$83,274
11	\$77,611	\$80,099	\$80,683	\$82,220	\$84,720	\$86,172
12			\$82,587	\$85,160	\$87,736	\$89,071



## Salary Schedule for Coaches and Club Advisors

*For purposes of advancement from one level to another on the coaches' salary schedule, two years of coaching experience at the freshmen or junior varsity level will equal one year of coaching experience at the varsity level.*

### 2016-2017 (2%)

Salary Schedule - Coaches		Level I	Level II	Level III	Level IV
	Athletic Director	4820	5534	6350	7121
	Baseball JV	2534	2829	3212	3824
	Baseball Varsity	3212	3620	4104	4614
	Boys Basketball JV	2407	2917	3529	4152
	Boys Basketball Varsity	3427	3937	4549	5172
	Boys Basketball Freshmen	2122	2540	3050	3546
	Girls Basketball JV	2407	2917	3529	4152
	Girls Basketball Varsity	3427	3937	4549	5172
	Cheerleading 2 Sports	2340	2722	3130	3564
	Cross Country Varsity	1928	2319	2709	3105
	Girls Field Hockey JV	2404	2792	3159	3582
	Girls Field Hockey Varsity	2581	2989	3407	3779
3	Football Assistant	3024	3463	3896	4340
	Football Freshmen	3024	3463	3896	4340
	Football JV	3024	3463	3896	4340
	Football Varsity	4272	4999	5733	6470
	Golf JV	1913	2300	2667	3091
	Golf Varsity	2015	2402	2769	3193
	Ice Hockey JV	2117	2402	2667	3193
	Ice Hockey Varsity	3305	3703	4070	4391
	Boys Lacrosse JV	2394	2680	3047	3490
	Boys Lacrosse Varsity	3062	3470	3888	4169
	Girls Lacrosse JV	2394	2680	3047	3490
	Girls Lacrosse Varsity	3062	3470	3888	4169
	Boys Soccer JV	2394	2680	3047	3490
	Boys Soccer Varsity	3062	3470	3888	4169
	Girls Soccer JV	2394	2680	3047	3490
	Girls Soccer Varsity	3062	3470	3888	4169
	Softball JV	2534	2829	3212	3824
	Softball Varsity	3212	3620	4104	4614
	Tennis JV	2404	2792	3159	3582
	Tennis Varsity	2970	3378	3796	4169
	Track Varsity	1928	2319	2709	3105
	Volleyball JV	2404	2792	3159	3582

Volleyball	Varsity	2581	2989	3407	3779
Club Sport	Figured at 1/2 JV level				

For purposes of advancement from one level to another on the coaches' salary schedule, two years of coaching experience at the freshmen or junior varsity level will equal one year of coaching experience at the varsity level.

**2017-2018 (2.25%)**

<b>Salary Schedule - Coaches</b>		<b>Level I</b>	<b>Level II</b>	<b>Level III</b>	<b>Level IV</b>
Athletic Director		4928	5659	6493	7281
Baseball	JV	2591	2893	3284	3910
Baseball	Varsity	3284	3701	4196	4718
Boys Basketball	JV	2461	2983	3608	4245
Boys Basketball	Varsity	3504	4026	4651	5288
Boys Basketball	Freshmen	2170	2597	3119	3626
Girls Basketball	JV	2461	2983	3608	4245
Girls Basketball	Varsity	3504	4026	4651	5288
Cheerleading	2 Sports	2393	2783	3200	3644
Cross Country	Varsity	1971	2371	2770	3175
Girls Field	JV	2458	2855	3230	3663
Hockey					
Girls Field	Varsity	2639	3056	3484	3864
Hockey					
3 Football		3092	3541	3984	4438
Assistant					
Football	Freshmen	3092	3541	3984	4438
Football	JV	3092	3541	3984	4438
Football	Varsity	4368	5111	5862	6616
Golf	JV	1956	2352	2727	3161
Golf	Varsity	2060	2456	2831	3265
Ice Hockey	JV	2165	2456	2727	3265
Ice Hockey	Varsity	3379	3786	4162	4490
Boys Lacrosse	JV	2448	2740	3116	3569
Boys Lacrosse	Varsity	3131	3548	3975	4263
Girls Lacrosse	JV	2448	2740	3116	3569
Girls Lacrosse	Varsity	3131	3548	3975	4263
Boys Soccer	JV	2448	2740	3116	3569
Boys Soccer	Varsity	3131	3548	3975	4263
Girls Soccer	JV	2448	2740	3116	3569
Girls Soccer	Varsity	3131	3548	3975	4263
Softball	JV	2591	2893	3284	3910
Softball	Varsity	3284	3701	4196	4718
Tennis	JV	2458	2855	3230	3663
Tennis	Varsity	3037	3454	3881	4263

Track	Varsity	1971	2371	2770	3175
Volleyball	JV	2458	2855	3230	3663
Volleyball	Varsity	2639	3056	3484	3864
Club Sport	Figured at 1/2 JV level				

For purposes of advancement from one level to another on the coaches' salary schedule, two years of coaching experience at the freshmen or junior varsity level will equal one year of coaching experience at the varsity level

**2018-2019 (2.25%)**

<b>Salary Schedule - Coaches</b>		<b>Level I</b>	<b>Level II</b>	<b>Level III</b>	<b>Level IV</b>
	Athletic Director	5039	5786	6639	7445
	Baseball JV	2649	2958	3358	3998
	Baseball Varsity	<b>3358</b>	<b>3784</b>	4290	4824
	Boys Basketball JV	2516	3050	3689	4341
	Boys Basketball Varsity	3583	4117	4756	5407
	Boys Basketball Freshmen	2219	2655	3189	3708
	Girls Basketball JV	2516	3050	3689	4341
	Girls Basketball Varsity	3583	4117	4756	5407
	Cheerleading 2 Sports	2447	2846	3272	3726
	Cross Country Varsity	2015	2424	2832	3246
	Girls Field JV	2513	2919	3303	3745
	Hockey Girls Field Varsity	2698	3125	3562	3951
3	Hockey Football Assistant	3162	3621	4074	4538
	Football Freshmen	3162	3621	4074	4538
	Football JV	3162	3621	4074	4538
	Football Varsity	4466	5226	5994	6765
	Golf JV	2000	2405	2788	3232
	Golf Varsity	2106	2511	2895	3338
	Ice Hockey JV	2214	2511	2788	3338
	Ice Hockey Varsity	3455	3871	4256	4591
	Boys Lacrosse JV	2503	2802	3186	3649
	Boys Lacrosse Varsity	3201	3628	4064	4359
	Girls Lacrosse JV	2503	2802	3186	3649
	Girls Lacrosse Varsity	3201	3628	4064	4359
	Boys Soccer JV	2503	2802	3186	3649
	Boys Soccer Varsity	3201	3628	4064	4359
	Girls Soccer JV	2503	2802	3186	3649
	Girls Soccer Varsity	3201	3628	4064	4359
	Softball JV	2649	2958	3358	3998
	Softball Varsity	3358	3784	4290	4824

Tennis	JV	2513	2919	3303	3745
Tennis	Varsity	3105	3532	3968	4359
Track	Varsity	2015	2424	2832	3246
Volleyball	JV	2513	2919	3303	3745
Volleyball	Varsity	2698	3125	3562	3951
Club Sport	Figured at 1/2 JV level				

For purposes of advancement from one level to another on the coaches' salary schedule, two years of coaching experience at the freshmen or junior varsity level will equal one year of coaching experience at the varsity level.

Salary Schedule - Club Advisors		Increase	2%	2.25%	2.25%
		2016-2017	2017-2018	2018-2019	
1	Bowling Club Advisor		1056	1080	1104
1	Drama Assistant		1311	1340	1370
1	Drama Club		1566	1601	1637
2	FFA Advisor		1515	1549	1584
2	Freshmen Class Advisor		1183	1210	1237
1	GSA Advisor		1209	1236	1264
2	Human Rights Advisor		928	949	970
2	Graduation Committee		1107	1132	1157
2	Homework Zone Advisor		1603	1639	1676
	Intramural Coordinator		1515	1549	1584
2	Junior Class Advisor		1260	1288	1317
1	Music/Band Club Advisor		1056	1080	1104
1	National Honor Society Advisor		1311	1340	1370
1	Newspaper Advisor		1260	1288	1317
2	Senior Class Advisor		1311	1340	1370
4	SkillsUSA Advisor		1515	1549	1584
2	Sophomore Class Advisor		1209	1236	1264
1	Student Government Advisor		1311	1340	1370
2	Yearbook Advisor		1515	1549	1584
1	Graduation Speech Advisor		1107	1132	1157
1	Student Ambassador Advisor		928	949	970

**Other Stipends:**

New teachers are required by the Commonwealth of Massachusetts to be mentored by experienced teachers. The stipends are as follows and may be increased at the discretion of the Superintendent/Director:

Mentor Coordinators (1)	\$2,750
Mentors (2)	\$1,750

Two stipends are paid to technical area teachers for responsibilities above and beyond their typical job duties:

HVAC Stipend	\$3,800
Graphic Arts Stipend	\$6,000

The stipend for senior project coordinator, which is based upon years of experience, is as follows:

Step 1:	\$2,000
Step 2:	\$2,500
Step 3:	\$3,000
Step 4:	\$3,500
Step 5:	\$4,000
Step 6:	\$5,500

The district will compensate members of the NEASC steering Committee up to \$2,000.

The Attendance liaison position receives a stipend of \$2,750.

**The stipend for the guidance chair is \$3,000.**

## APPENDIX B

### EXHIBIT A

#### Collaborative Unit Plan

The Committee and the Association have agreed to adopt a collaborative unit plan, in the form attached hereto as Exhibit B, which plan has replaced all other plans in use in the School.

**Exhibit B is the Collaborative Unit Plan template which specifies all information to be submitted. The Committee agrees that no additional information will be requested that is not specified on Exhibit B in conjunction with a Collaborative Unit Plan submittal.** This plan shall be utilized by all teachers and instructors in the school. The Committee has agreed that the Administration will provide training in the use of the Collaborative Unit Plan to all new hires vocational and academic.

#### Collaborative Unit Plan

- 1) The Collaborative Unit Plan is still considered a work in progress and will be mutually reviewed at the end of each year and/or after state, federal or other curriculum requirements change.
- 2) FOR NEW TEACHERS: The equivalent of two (2) hours shall be devoted to an orientation workshop during the mentoring program to explain/model the Collaborative Unit Plan to new teachers. This workshop shall be given by a trained professional of the Collaborative Unit Plan. Veteran teachers may take part in these sessions. Within the first two months of school for non-evaluative purposes, any new teacher is encouraged to submit a CUP for feedback from their evaluator. By October 1<sup>st</sup> new teachers shall submit one or more CUPs for non-evaluative feedback to evaluating supervisors. Beginning November 1<sup>st</sup> all new teachers and those teachers teaching a course for the first time should submit unit plans like all teachers.
- 3) FOR ALL TEACHERS: Within the first week of school, the equivalent of one (1) PLC meeting time of three hours shall be devoted to the continuation of developing the Collaborative Unit Plan. This session shall be used strictly for working on the Collaborative Unit Plan and allow for common planning time within or between departments and shops.
- 4) FOR ALL TEACHERS: Additional time (half days, faculty meeting, department meetings, etc.) shall be scheduled to help with the development of the Collaborative Unit Plan and common planning time may be scheduled upon request and agreement between evaluator and teacher.
- 5) There shall be one page minimum and no page maximum for the Collaborative Unit Plan, plus the attachment of the unit assessment as stated on the agreed upon template. Assessments and rubrics shall be submitted prior to being administered to students for new teachers and for teachers teaching a course for the first time. The Collaborative Unit Plan shall be for between two and six weeks of instructional time.

6) Timeline for products:

- a) When a teacher instructs more than four different courses in any one year, he or she will only be required to submit a *Collaborative Unit Plan* for a maximum of four courses. If the teacher instructs courses that do not already have a *Collaborative Unit Plan*, the development and submission of a *Collaborative Unit Plan* for those courses takes priority over any course with an existing completed *Collaborative Unit Plan*, in any given year.
  
- b) Timelines regarding the length of Unit implementation are flexible. It is understood that teachers may/shall modify timelines and content expectations during instruction in order to meet the needs of their students.

## Cape Cod Regional Technical High School Collaborative Unit Plan

Name:

Academic Department or Technical Program:

Theme/Topic:

Length of Unit:

Dates: \_\_\_\_\_ to \_\_\_\_\_

Planning Team Members:

### 1. KNOWLEDGE

What students will know and be able to do after completing this unit:

Common Core Standards:

Framework Standards: (see language on the requirements)

### 2. LEARNING TARGETS (Sampling 2-3 per week)

**3. ASSESSMENT** (Assessments and rubrics shall be submitted prior to being administered to students for new teachers and for teachers teaching a course for the first time.)

Description of final unit assessment (Attach a copy)

**RUBRIC** (Attach a copy) (Assessments and rubrics shall be submitted prior to being administered to students for new teachers and for teachers teaching a course for the first time.)



**4. LEARNING ACTIVITIES** (2-3 per week) Standards and Benchmarks will not be listed here however the activities will support the Standards and Benchmarks listed in the **Knowledge** section.

**INDEPENDENT ACTIVITIES: (extra credit, IEP support activities, interactive internet, ongoing projects, etc.)**

Cape Cod Regional Technical High School - Certificate of Proficiency Frameworks for: SHOP NAME  
SHOP CURRICULUM

4/9/07

Grade \_\_\_\_\_

Month \_\_\_\_\_

Std IDs

Descriptions of Standards (What students will know and be able to do)

Learning Activities  
Learning Activity

Resources  
Resource

Assessments  
Assessment

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# EXHIBIT B



Massachusetts Department of  
ELEMENTARY & SECONDARY  
EDUCATION

## Massachusetts Model System for Educator Evaluation

### Part IV: Model Collective Bargaining Contract Language

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January 2012

Massachusetts Department of Elementary and Secondary Education  
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This document was prepared by the  
Massachusetts Department of Elementary and Secondary Education  
Mitchell D. Chester, Ed.D.  
Commissioner

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Mitchell D. Chester, Ed.D., Commissioner and Secretary to the Board

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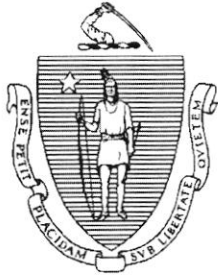
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## *Massachusetts Department of Elementary and Secondary Education*

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Mitchell D. Chester,  
Ed.D.  
Commissioner  
January 20, 2012

Dear Educators and other interested Stakeholders,

I am pleased to present Part IV of the Massachusetts Model System for Educator Evaluation. Since late June, when the Board of Elementary and Secondary Education adopted regulations to improve student learning by overhauling educator evaluation in the Commonwealth, staff here at the Department has been working closely with stakeholders to develop the Model System called for in the regulations. With the help of thoughtful suggestions and candid feedback from a wide range of stakeholders, we developed the first six components of the Model System:

- District-Level Planning and Implementation Guide
- School-Level Planning and Implementation Guide
- Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher
- Model Collective Bargaining Contract Language,
- Implementation Guide for Principal Evaluation
- Implementation Guide for Superintendent Evaluation

I am excited by the promise of Massachusetts' new regulations. Thoughtfully and strategically implemented, they will improve student learning by supporting analytical conversation about teaching and leading that will strengthen professional practice. At the same time, the new regulations provide the opportunity for educators to take charge of their own growth and development by setting individual and group goals related to student learning.

The Members of the State Board and I know that improvement in the quality and effectiveness of educator evaluation will happen only if the Department does the hard work ahead "with the field," not "to the field." To that end, we at the Department need to learn with the field. We will continue to revise and improve the Model System including the Implementation Guides based on what we learn with the field over the next few years. To help us do that, please do not hesitate to send your comments, questions and suggestions to us at [EducatorEvaluation@doe.mass.edu](mailto:EducatorEvaluation@doe.mass.edu). Please also visit the Educator Evaluation webpage at [www.doe.mass.edu/edeval/](http://www.doe.mass.edu/edeval/). We will be updating the page regularly.

Please know that you can count on the Department to be an active, engaged partner in the challenging, but critical work ahead.

Sincerely,

Mitchell D. Chester, Ed.D.  
Commissioner of Elementary and Secondary Education

## **The Massachusetts Model System for Educator Evaluation**

The Model System is a comprehensive educator evaluation system designed by the Department of Elementary and Secondary Education (ESE), pursuant to the new educator evaluation regulations, 603 CMR 35.00. The following eight-part series was developed to support effective implementation of the regulations by districts and schools across the Commonwealth.

### **Part I: District-Level Planning and Implementation Guide**

This Guide takes district leaders—school committees, superintendents and union leaders—through factors to consider as they decide whether to adopt or adapt the Model System or revise their own evaluation systems to meet the new educator evaluation regulation. The Guide describes the rubrics, tools, resources and model contract language ESE has developed, and describes the system of support ESE is offering. It outlines reporting requirements, as well as the process ESE will use to review district evaluation systems for superintendents, principals, teachers and other licensed staff. Finally, the Guide identifies ways in which district leaders can support effective educator evaluation implementation in the schools.

### **Part II: School-Level Planning and Implementation Guide**

This Guide is designed to support administrators and teachers as they implement teacher evaluations at the school level. The Guide introduces and explains the requirements of the regulation and the principles and priorities that underlie them. It offers guidance, strategies, templates and examples that will support effective implementation of each of the five components of the evaluation cycle: self-assessment; goal setting and educator plan development; plan implementation and evidence collection; formative assessment/evaluation; and summative evaluation.

### **Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher**

The Guide presents the Model Rubrics and explains their use. The Guide also outlines the process for adapting them.

### **Part IV: Model Collective Bargaining Contract Language**

This section contains the Model Collective Bargaining Contract Language that is consistent with the regulations. By March 15, 2012, ESE will provide model contract language for “Unit B” administrators and educators.

### **Part V: Implementation Guide for Principal Evaluation**

This section details the model process for principal evaluation and includes relevant documents and forms for recording goals, evidence and ratings. The Guide includes resources that principals and superintendents may find helpful, including a school visit protocol.

### **Part VI: Implementation Guide for Superintendent Evaluation**

This section details the model process for superintendent evaluation and includes relevant documents and a form for recording goals, evidence and ratings. The Guide includes resources that school committees and superintendents may find helpful, including a model for effective goal setting.

### **Part VII: Rating Educator Impact on Student Learning Using District-Determined Measures of Student Learning (July 2012)**

Part VII is scheduled for publication in July 2012. It will contain guidance for districts on identifying and using district determined measures of student learning, growth and achievement, and determining ratings of high, moderate or low for educator impact on student learning.

### **Part VIII: Using Staff and Student Feedback in the Evaluation Process (May 2013)**

Part VIII is scheduled for publication in May 2013. It will contain direction for districts on incorporating student and staff feedback into the educator evaluation process.

## **The Opportunity**

On June 28, 2011 the Massachusetts Board of Elementary and Secondary Education adopted new regulations to guide the evaluation of all educators serving in positions requiring a license—teachers, principals, superintendents, and other administrators<sup>2</sup>. The regulations are designed first and foremost to promote leaders' and teachers' growth and development. They place student learning at the center of the process using multiple measures of student learning. By 2013-14, every district in the Commonwealth will be phasing in evaluation processes and procedures that are consistent with the new regulations.

To do so will require changes in culture and practice in many schools and districts. Members of the Task Force that crafted recommendations for the regulations found that in many schools in the Commonwealth—and nationwide—the educator evaluation process is ineffective.<sup>3</sup> Too often, they found, the process is divorced from student learning and is superficial, ritualistic and passive, experienced by many as something “done to them.” Fewer than half of teachers and administrators polled described their own experience of evaluation as a process that contributed to their professional growth and development. The new regulations—well implemented—are designed to change all this. Each educator will take a leading role in shaping his/her professional growth and development.

- Every educator will assess his/her own performance and propose one or more challenging goals for improving his/her own practice. A formal process for reflection and self-assessment creates the foundation of a new opportunity for educators to chart their own course for professional growth and development.
- Every educator will be using a rubric that offers a detailed picture of practice at four levels of performance. District-wide rubrics set the stage for both deep reflection and the rich dialogue about practice that our profession seeks.
- Every educator will also consider their students' needs using a wide range of ways to assess student growth and propose one or more challenging goals for improving student learning. They will be able to monitor progress carefully and analyze the impact of their hard work.
- Every educator will be expected to consider team goals, a clear indication of the value the new process places on both collaboration and accountability.
- Every educator will compile and present evidence and conclusions about their performance and progress on their goals, ensuring that the educator voice is critical to the process.

These and other features of the new educator evaluation system hold great promise for improving educator practice, school climate and student learning. To turn promise into reality, every educator—and the teams they work with—will need to be supported to do this new work effectively and efficiently.

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<sup>2</sup> For the full text of the regulations, see <http://www.doe.mass.edu/lawsregs/603cmr35.html>

<sup>3</sup> For the full report of the Task Force, see *Building a Breakthrough Framework for Educator Evaluation in the Commonwealth*, submitted by the Massachusetts Task Force on the Evaluation of Teachers and Administrators, March 2011 available at <http://www.doe.mass.edu/edeval/breakthroughframework.doc>



The Task Force envisioned ESE playing an active role in that support, expecting ESE to develop a model to support districts to implement its “breakthrough framework”. The regulations therefore called on ESE to develop a “model system” which it defined as “the comprehensive educator evaluation system designed and updated as needed by the Department as an exemplar for use by districts. The Model System shall include tools, guidance, rubrics, and contract language developed by the Department that satisfy the requirements of (this regulation).”<sup>4</sup> This guide and its companions are the first components of the Massachusetts Model System for Educator Evaluation (hereafter referred to as “the Model System”).<sup>5</sup>

## **Collective Bargaining and Educator Evaluation**

The procedures for conducting educator evaluation are a mandatory subject of collective bargaining in Massachusetts.<sup>6</sup> As such, all districts will be engaged in collective bargaining in order to implement the framework for teachers, caseload educators and administrators represented by bargaining agents. Many of the early adopter districts see the new framework as a welcome opportunity for labor and management to engage deeply and constructively in the conversation, collaboration and negotiation required to establish a sound foundation for implementing new practices. They understand that formal negotiations are only one step in a much longer process of collaboration that will be needed to build, monitor, update, and revise an educator evaluation process that is fair, transparent, credible, and leads to educator growth and development.

Districts have approached contract language concerning educator evaluation differently. Some have included every detail of the evaluation process in their collective bargaining agreements. Others have included some aspects of the process in the contract and others in side letters or other documents. Still other districts have bargained more general procedures and some of the details lie outside of formal agreements. The Model Collective Bargaining Contract Language contains very specific language. A district that chooses to adopt the model will adopt the contract language in its entirety. Districts may choose to adapt it to local conditions by adding, deleting and/or revising language. For example, while the Model refers to “primary” and “supervising” evaluators, some districts may prefer to use different terms to identify these roles. Still others may choose not to use the model language as a starting point. They may choose to revise their existing contract language to make sure it conforms to the new state regulations. As with other components of the model system, districts that choose to adapt the model or revise their existing system will need to complete the Educator Evaluation Questionnaire described in Part I, The District-Level Planning and Implementation Guide. The Questionnaire serves as both a self-assessment to help districts know ahead of time if the evaluation process they are planning conforms to the regulations, and as the vehicle for presenting its process for ESE review. At the end of the term of the parties’ collective bargaining agreement, districts will have a new opportunity to decide whether to adopt or adapt the Model Collective Bargaining Contract Language.

We would like to acknowledge the valuable assistance we received from many individuals and organizations as we developed the model collective bargaining contract language. State associations whose representatives worked with ESE staff include, in alphabetical order: American Federation of Teachers, Massachusetts (AFT-MA), Massachusetts Association of School Committees (MASC), Massachusetts Association of School Personnel Association

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<sup>4</sup> See CMR 603 35.02 at <http://www.doe.mass.edu/lawsregs/603cmr35.html>

<sup>5</sup> See <http://www.mass.edu/eeval/model/> for all components of the Model

<sup>6</sup> M.G.L. c 71 s 38. See Appendix A for an excerpt

(MASPA), Massachusetts Association of School Superintendents (MASS), Massachusetts Secondary School Administrators Association (MSSAA), Massachusetts Teachers Association (MTA). We appreciate their participation and we thank them for their time and effort.

Consistent with an evaluation system that promotes continuous learning, we anticipate learning what works well and what could be improved as districts implement their new evaluation systems. In addition, 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, as well as the use of student and staff feedback. For these reasons, it will be important for the collective bargaining agreements to acknowledge the parties' obligation to address these new matters in a timely manner.

ESE developed the model contract language to support district leaders—school committee members, superintendents, union leaders, human resource directors, and others—as they work together to turn the promise of a breakthrough framework for educator evaluation into reality for every educator in the district. At the very least, the model language can serve as a district's starting point for bargaining. It is ESE's hope that many districts will find the model contract language clear and comprehensive and will conclude that they can adopt it without modification. While collective bargaining is typically led by district leaders, most of the *implementation* work involved with educator evaluation will be in the hands of school-level staff—teachers, principals and other school staff. Therefore, it is important that school-level staff—particularly principals and department heads—be engaged in the discussion about contract language. It is they who will have to make the words on the paper come alive.<sup>7</sup>

ESE looks forward to receiving feedback on this guide at [educatorevaluation@doe.mass.edu](mailto:educatorevaluation@doe.mass.edu).

## **Forms to Support Effective Implementation**

The Model Contract Language does not include forms. That said, Appendix A in Part II of the Model System, the School-Level Planning and Implementation Guide, contains ten (10) forms that are fully compatible with the model contract language. They were developed in collaboration with early adopter schools and districts and in consultation with staff from the state offices of MTA and AFT-MA. They are designed to help make implementation of the 5-Step Cycle efficient, effective, clear, and concrete. Districts are urged to look to these forms as a thoughtful starting point for their own planning.

- Educator Tracking Sheet
- Self-Assessment Form
- Goal Setting Form
- Educator Plan Form
- Evaluator Record of Evidence Form
- Educator Collection of Evidence Form
- Formative Assessment Report Form
- Formative Evaluation Report Form
- Summative Evaluation Report Form
- Educator Response Form

# Background: The New Educator Evaluation Framework

## Key Features

Most of the public discussion about the new framework and regulations has focused on teacher evaluation. That is unfortunate because an underlying assumption of the Task Force and the regulations has been this: **the new Framework applies to every educator**. Starting in fall 2012 school committees will begin applying the framework when they evaluate superintendents. Superintendents will apply the same framework when they evaluate assistant superintendents, principals and other district administrators. Principals, in turn, will apply the framework when they evaluate teachers, caseload educators<sup>8</sup> and school-level administrators. Everyone is “in this boat” together.

The framework calls for key features that apply to every educator:

1. **Statewide Standards and Indicators for Effective Administrative Leadership and Teaching Practice.** The Task Force proposed a set of standards and indicators for both teachers and administrators that it intended to promote a statewide understanding about what effective teaching and administrative practice look like. The process included an extensive comparison of relevant state and national standards. Each of four standards for teachers and for administrators is broken down into 3-6 indicators. Together, the standards and indicators serve as what the Task Force called the “spine” of the new evaluation framework, and “will do so in the evaluation systems that districts adopt”. The regulations define Standards and Indicators for Effective Teaching Practice and for Administrative Leadership Practice (603 CMR 35.03 and 603 CMR 35.04).

### Standards for Administrators

*Instructional Leadership*

*Management and Operations*

*Family and Community Engagement*

*Professional Culture*

### Standards for Teachers

*Curriculum, Planning and Assessment*

*Teaching All Students*

*Family and Community Engagement*

*Professional Culture*

2. **Role-specific rubrics define the Standards and Indicators.** The regulations require that the standards and indicators be “translated” into rubrics that describe practice in detail at different levels of proficiency (603 CMR 35.06). Educators and evaluators will use the rubric most appropriate to the role of the educator as a foundation for self-assessment, formative assessment and summative evaluation. Rubrics give substance to the standards and indicators. Each indicator is broken down into elements that are in turn described at four levels. Rubrics are a tool for making explicit and specific the behaviors and actions present at each level of performance. They can foster constructive dialogue about those expectations and how to improve practice. The rubrics prompt careful analysis and discussion. Detailed information about rubrics can be found in Part III of the Model

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<sup>8</sup> Caseload educators are educators who teach or counsel individual or small groups of students through consultation with a classroom teacher, such as school nurses, guidance or adjustment counselors, speech and language pathologists, and some special education teachers.

System for Educator Evaluation, Guide to Rubrics and Model Rubrics for Superintendent, Administrator and Teacher.

3. **Three Categories of Evidence.** To assess educator performance on the Standards and Indicators, the Task Force called for three categories of evidence to be used in every district's educator evaluation system. The regulations describe:

- **Multiple measures of student learning, growth, and achievement**, including classroom assessments, district-determined measures comparable across grade or subject district-wide, and state-wide growth measures where available, including the MCAS Student Growth Percentile (SGP) and Massachusetts English Proficiency gain scores (MEPA);
- **Judgments based on observation and artifacts of professional practice**, including unannounced observations of practice of any duration; and,
- **Additional evidence relevant to one or more Performance Standards (603 CMR 35.07(1))**. Starting in 2013-14, student feedback will have to be used as a source of evidence when evaluating teachers and administrators, and staff feedback will have to be used when evaluating administrators.<sup>9</sup>

4. **A Statewide Performance Rating Scale.** The performance of every educator is rated against the Performance Standards described above. All educators earn one of four ratings: *Exemplary*, *Proficient*, *Needs Improvement*, or *Unsatisfactory*. Each rating has a specific meaning:

*Proficient* performance is understood to be fully satisfactory. This is the rigorous expected level of performance; demanding, but attainable.

*Exemplary* performance represents a level of performance that exceeds the already high standard of Proficient. A rating of Exemplary is reserved for performance on an Indicator or Standard that is of such a high level that it could serve as a model. Few educators are expected to earn Exemplary ratings on more than a handful of Indicators.

*Needs Improvement* indicates performance that is below the requirements of a Standard but is not considered to be Unsatisfactory at the time. Improvement is necessary and expected. For new educators, Needs Improvement can be understood as "developing" in cases where the educator is "on track" to proficiency within three years.

*Unsatisfactory* performance is merited when performance has not significantly improved following a rating of Needs Improvement, or performance is consistently below the requirements of a standard and is considered inadequate, or both.

The regulations also call for a higher bar for tenure: "Professional teacher status, pursuant to G.L. ch. 71, § 41, should be granted only to educators who have achieved ratings of Proficient or Exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to professional teacher status for any educator who has not been rated proficient or exemplary on each

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<sup>9</sup> Starting in 2013-14, additional evidence relevant to one or more performance standards will include student feedback and, for administrators, staff feedback. The regulations call on ESE to provide direction for collecting and using student and staff feedback by July 1, 2013.

Performance Standard and overall on the most recent evaluation shall confer with the superintendent of schools by May 1. The principal's decision is subject to review and approval by the superintendent.” (See 603 CMR 35.08(6))

5. **Rating Educator Impact on Student Learning.** Every educator earns a second rating that reflects his/her impact on student learning. The Board added this more explicit focus on student learning by requiring that the impact on student learning of every educator be rated high, moderate or low based on trends and patterns in learning gains on state and district-determined measures of student learning, growth and achievement. Beginning in 2013-14, each district will identify “district-determined measures of student learning which must be comparable across grade or subject district-wide”. The rating of impact on student learning is distinct, however, from the use of multiple measures as a category of evidence to rate educator performance.
  
6. **Four Educator Plans.** The Task Force prioritized differentiating evaluation by both career stage and performance. The regulations define four differentiated Educator Plans. The following three plans apply only to “Experienced” educators defined as a teacher with Professional Teacher Status (PTS) or an administrator with more than three years in an administrative position in the district:

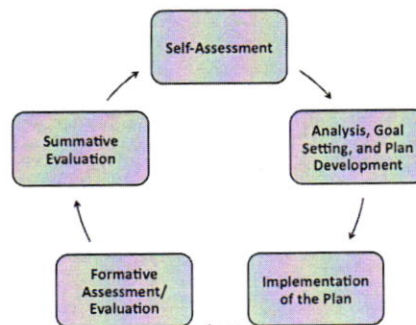
- The *Self-Directed Growth Plan* applies to educators rated Proficient or Exemplary and is developed by the educator. When the Rating of Impact on Student Learning is implemented (beginning in 2013-14), educators with a Moderate or High Rating of Impact will be on a two-year plan; educators with a Low Rating will be on a one-year plan.
- The *Directed Growth Plan* applies to educators rated Needs Improvement and is a plan of one school year or less developed by the educator and the evaluator.
- The *Improvement Plan* applies to educators rated Unsatisfactory and is a plan of no less than 30 calendar days and no longer than one school year, developed by the evaluator.

Few new educators are expected to be Proficient on every Indicator or even every Standard in their first years of practice. Therefore, the fourth plan applies to teachers without Professional Teacher Status, an administrator in their first three years in a district, or, at the discretion of an evaluator, an educator in a new assignment:

- The *Developing Educator Plan* is developed by the educator and the evaluator and is for one school year or less.

## 7. Five-Step Evaluation Cycle with Goals for Student Learning and Professional Practice.

Every educator participates in a one- or two-year, five-step cycle of continuous improvement. The cycle is the centerpiece of the new regulations designed to have all educators play a more active, engaged role in their professional growth and development. For every educator, evaluation begins with self-assessment. The self-assessment leads to establishing at least two goals in the Educator's Plan for the year, one focusing on student learning and another focusing on improving the educator's own practice. The cycle concludes with the summative evaluation and the rating of the educator's impact on student learning. It also is a continuous improvement process in which evidence from the summative evaluation and rating of impact on learning become important sources of information for the educator's self-assessment and subsequent goal setting 603 CMR 35.06.



More details about the regulations appear in other components of the Model System, including the District-Level Planning and Implementation Guide (Part I) and School-Level Planning and Implementation Guide (Part II). For more information on the regulations, please see the Educator Evaluation webpage on the ESE website: <http://www.doe.mass.edu/eval/>

### Implementation Timetable

The regulations call for districts to phase in components of the evaluation system over several years:

- **Phase I:** Rate every educator based on attainment of goals and performance against the four Standards defined in the educator evaluation regulations.
- **Phase II:** Rate every educator's impact on student learning gains based on trends and patterns on state and district-determined measures of student learning.
- **Phase III:** Use feedback from students and (for administrators) staff as evidence in the evaluation process. ESE will provide guidance by June 2013.

The Board's decision to phase in different components of the framework over a two year period permits ESE and districts to continue to learn from early adopters, practitioners and researchers both here in Massachusetts and in other states. For example, recent national research is confirming that survey data measuring students' perception of what happens in classrooms in terms of student relationships, teacher expectations, and academic press is significantly correlated with student achievement gains.<sup>10</sup> ESE's direction on student surveying, required by June 2013, can be informed by that research and continued dialogue with practitioners in the field. Just as importantly, having eighteen additional months will give the Department time to identify and secure tools that can make it easier and less costly for schools to collect and use this important source of information.

<sup>10</sup> See, for example: T. Crow, The View from the Seats, Student input provides a clearer picture of what works in schools, *Journal of Staff Development* 32 (6), December 2011.

Below is the schedule for key ESE and district action over the next eighteen months.

**January 2012:** ESE publishes first components of model system

**March 2012:** ESE publishes model contract language for "Unit B"

**Winter/Spring 2012:** Race to the Top (RTTT) districts begin collective bargaining

**June 2012:** ESE provides guidance on rating educator impact on student learning based on state and district-determined measures

**Summer 2012:** RTTT districts begin training for evaluators and develop plans for a process to identify, develop and/or adopt district-determined measures

**By September 1, 2012:** RTTT districts submit their proposed educator evaluation systems to ESE for review, including collective bargaining agreements for teachers and administrators represented by bargaining units (Phase I)

**September 2012:** RTTT districts begin implementation of educator evaluation for superintendents, principals, teachers and other administrators

**By January 2013:** All remaining districts begin collective bargaining

**By June 2013:** ESE issues direction on collecting and using student and staff feedback

**By September 2013:** All districts submit to ESE plans for district-determined measures and their proposed processes for rating educator impact on student learning (Phase II) and using student and staff feedback (Phase III)

**September 2013:** All districts are implementing the educator evaluation framework in ways consistent with the educator evaluation regulations



## District Options: Adopt the Contract Language, Adapt it, or Revise an Existing Contract

No district is compelled to adopt the model contract. School committees and school districts can adopt the model contract language, adapt it, or revise their existing contract to align with the framework. That said, the Board established a critical role for ESE:

*“All evaluation systems and changes to evaluation systems shall be subject to the Department’s review to ensure the systems are consistent with the Board’s Principles of Evaluation. A District may continue to use its existing evaluation systems until the District has fully implemented its new system.”<sup>11</sup> (603 CMR 35.11(2))*

For each unit represented through collective bargaining, a district has three options:

**Adopt**—A district that adopts the model contract for one or more groups of educators will be using the contract created by ESE without making any changes. When ESE updates the contract, the district will follow the implementation timeline detailed by ESE for transitioning to the revised language.

**Adapt**—A district that adapts the model contract for one or more groups of educators will be using the model contract language as its starting point, but has decided to alter them in some way(s).

**Revise**—A district with an existing contract for one or more groups of educators that it considers stronger than the model contract may choose to revise that system to ensure alignment with all of the principles of educator evaluation detailed in the regulations.

## ESE’s Review Process

Districts that adopt the model contract language will simply notify ESE of its decision to adopt the model and submit a short Educator Evaluation Review Questionnaire.

Districts that decide to adapt the model contract language or revise their existing contract language for one or more groups of educators will need to complete the Educator Evaluation Review Questionnaire for each group. In both cases, the district will need to complete a separate Educator Evaluation Review Questionnaire for the group(s) of educators for which it is adapting the model contract, and submit its proposed contract language for review.

The more components of the model a district adapts, the more extensive its response to the questionnaire will need to be. For example, a district that adopts the model contract for teachers with a few changes will be responding to fewer questions than one that makes many changes.

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<sup>11</sup> See CMR 603 35.11(2)

To facilitate local district decision-making, ESE is piloting a review process with early adopter districts that are anticipating adapting the contract language or revising their existing language. ESE will be reviewing their contract(s) for consistency with the regulations. Through this pilot, ESE is developing the criteria and questionnaire process it will use to assess whether an adaptation to the model contract language or a revision to existing language meets the regulatory requirements. ESE will make available final details of the review criteria and process no later than March 31, 2012. Districts participating in Race to the Top will submit their plans to ESE by September 2012. Other districts will submit their plans by September 2013. ESE will report its review findings to the district and the Board of Elementary and Secondary Education as soon after a district submits its plans as is feasible.

### **Reporting Requirements and Educator Confidentiality**

The regulations require districts to provide ESE with individual educator evaluation data for each educator. The regulations are explicit that educator evaluation data for each educator will not be made public. The single exception is the superintendent whose evaluation must be conducted in public and whose summative evaluation is a public document, consistent with state open meeting and public records laws. For all other educators, the regulations guarantee that any information concerning an educator's formative assessment, formative evaluation or summative evaluation is considered personnel information and is not subject to disclosure under the public records law. However, aggregate data that do not identify individual educators may be made public. ESE will also produce detailed collection guidance for the ongoing school year implementations. Appendix B details district reporting requirements beginning for some districts at the close of the 2011-12 school year, and for most districts at the close of the 2012-13 school year.



Massachusetts Department of  
ELEMENTARY & SECONDARY  
EDUCATION

## **Appendices: Resources to Support Effective Implementation**

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## **Appendix A. Educator Evaluation and Collective Bargaining**

**Excerpts from M G.L. c. 71, § 38.**

The superintendent, by means of comprehensive evaluation, shall cause the performance of all teachers, principals, and administrators within the school district to be evaluated using any principles of evaluation established by the board of education pursuant to section one B of chapter sixty-nine and by such consistent, supplemental performance standards as the school committee may require, including the extent to which students assigned to such teachers and administrators satisfy student academic standards or, in the case of a special education student, the individual education plan, and the successful implementation of professional development plans required under section thirty-eight Q; provided, however, that such principles and standards be consistent with the anti-discrimination requirements of chapter one hundred and fifty-two B. The superintendent shall require the evaluation of administrators and of teachers without professional teacher status every year and shall require the evaluation of teachers with professional teacher status at least once every two years. The procedures for conducting such evaluations, but not the requirement for such evaluations, shall be subject to the collective bargaining provisions of chapter one hundred and fifty E.

Performance standards for teachers and other school district employees shall be established by the school committee upon the recommendation of the superintendent, provided that where teachers are represented for collective bargaining purposes, all teacher performance standards shall be determined as follows: The school committee and the collective bargaining representative shall undertake for a reasonable period of time to agree on teacher performance standards. Prior to said reasonable period of time, the school district shall seek a public hearing to comment on such standards. In the absence of an agreement, after such reasonable period, teacher performance standards shall be determined by binding interest arbitration. Either the school district or the teachers' collective bargaining representative may file a petition seeking arbitration with the commissioner of education. The commissioner shall forward to the parties a list of three arbitrators provided by the American Arbitration Association. The school committee and the collective bargaining representative within three days of receipt of the list from the commissioner of education shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. In reaching a decision, the arbitrator shall seek to advance the goals of encouraging innovation in teaching and of holding teachers accountable for improving student performance. The arbitrator shall consider the particular socioeconomic conditions of the student population of the school district. Both the parties and the arbitrator may adopt performance standards established by state or national organizations. The performance standards shall be incorporated into the applicable collective bargaining agreement; provided, however, that any subsequent modification of the performance standards shall be made pursuant to the procedures set forth in this section.

## Appendix B. Reporting Requirements and Educator Confidentiality

The regulations require districts to provide ESE with individual educator evaluation data for each educator. The regulations are explicit that educator evaluation data for each educator will not be made public. The single exception is the superintendent whose evaluation must be conducted in public and whose summative evaluation is a public document, consistent with state open meeting and public records laws. For all other educators, the regulations guarantee that any information concerning an educator's formative assessment, formative evaluation or summative evaluation is considered personnel information and is not subject to disclosure under the public records law. However, aggregate data that do not identify individual educators may be made public. ESE will also produce detailed collection guidance for the ongoing school year implementations.

The Massachusetts Education Personnel Identifier (MEPID) is used to uniquely identify an educator. ESE will require the following seven (7) data elements for each educator MEPID:

Required Data	Data Element
<b>District Level Educator's Professional Teacher Status</b> Educator's professional teacher status as of the end of the school year for which evaluation ratings are being reported.	Yes, No
<b>Overall Annual Summative Evaluation or Formative Evaluation Rating</b> Educator's current school year overall summative evaluation rating or formative evaluation rating.	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Standard (1) Evaluation Rating</b> Educator's current school year evaluation rating on Standard (1).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Standard (2) Evaluation Rating</b> Educator's current school year evaluation rating on Standard (2).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Standard (3) Evaluation Rating</b> Educator's current school year evaluation rating on Standard (3).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Standard (4) Evaluation Rating</b> Educator's current school year evaluation rating on Standard (4).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Impact on Student Learning Growth Rating *</b> Educator's current school year rating on impact on student learning growth.	Low, Moderate, High

\* see below

Level 4 Schools: Districts with Level 4 Schools identified in spring 2010 will be required to report for their Level 4 School educators the first 6 elements tied to each educator's MEPID at

the end of the 2011-2012 school year. ESE will release the data collection standards for the 2011-2012 collection for Level 4 schools in February 2012.

Teacher Incentive Fund (TIF) Schools in Boston and Springfield: Schools participating in the Teacher Incentive Fund (TIF) program have additional federal reporting requirements and will be required to report Impact on Student Learning data starting in 2011-2012. For 2011-12, the impact rating will be based on the current district defined measures and will migrate to the 603 CMR 35.00 District Determined Measures during the 2013-2014 school year.

Race to the Top Districts: Districts receiving Race to the Top funds need to be prepared to report the first 6 elements tied to an educators MEPID at the end of the 2012-2013 school year. ESE will release data collection guidance in conjunction with current data collection initiatives in a timely manner.

All other Districts: All districts will be required to report at minimum the first 6 elements tied to an educator's MEPID at the end of the 2013-2014 school year.

\*Reporting Impact on Student Learning Ratings of High, Moderate and Low: With the exception noted above for Teacher Incentive Fund (TIF) schools in Boston and Springfield, no district is expected to report an Impact on Student Learning Rating until after its District Determined Measures have been identified and reviewed by ESE (by September 2013). Since, the regulations require these ratings to be based on trends and patterns of data (at least two years); many educators will not have ratings until 2014-15.

All educators should receive an Impact on Student Learning rating by the 2014-15 school year if trends and patterns of data are available.

## **Appendix C. Teacher and Caseload Educator Model Contract Language**

Article \_\_\_\_  
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## Appendix C: Teacher and Caseload Educator Contract

### 1) Purpose of Educator Evaluation

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

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

## Appendix C: Teacher and Caseload Educator Contract

- F) **\*Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

**\*Evaluator**: Any person designated by a superintendent who has primary responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. **The Evaluator shall be the person who determines the Educator's performance ratings and evaluation.**

**The Lead Teacher shall assist with the development of Department teachers' Goal Setting Form which must be approved and monitored by the Evaluator of each educator. The Lead Teacher should also provide input, when requested, into the development of the Educator Plan for educators in his/her department. The Educator Plan will be approved and monitored by the Evaluator.**

## Appendix C: Teacher and Caseload Educator Contract

- i) **Notification:** The Educator shall be notified in writing of his/her Evaluator, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- J) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- K) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- L) **\*Family:** Includes students' parents, legal guardians, foster parents, agency guardians or primary caregivers.
- M) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- N) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- O) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- P) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

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- R) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- T) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- V) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning,

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growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

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

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### 3) Evidence Used In Evaluation

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

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

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- C) Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – (DESE guidance on this evidence is expected by 6/30/2013) see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

### 4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

### 5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> 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 1<sup>st</sup> 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.



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### 6) Evaluation Cycle: Annual Orientation

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

### 7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing and submitting to the Primary Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one goal directly related to improving the Educator's own professional practice.
      - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
  - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to

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

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

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a

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timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
    - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
    - ii) The Educator shall have at least four unannounced observations during the school year.
  - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
    - i) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
  - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
  - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
- 11) **Observations**
- The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.
- The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

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- A) Unannounced Observations
- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
  - ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
  - iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one 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 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
      - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
      - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

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- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

### 12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

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- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

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- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

### 14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May .31<sup>st</sup>.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on

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attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 31st
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

### 15) Educator Plans – General

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



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

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

### 16) Educator Plans: Developing Educator Plan

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

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

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

### 18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- 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 Proficient, the Evaluator will do one of the following:***

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*If the Educator has no Standard I or II Ratings below Needs Improvement, the Educator will receive an overall rating of Needs Improvement and will be placed on an Improvement Plan for the next Evaluation Cycle.*

*If the Educator has any Standard I or II ratings of Unsatisfactory, the Educator will receive an overall rating of Unsatisfactory and will be placed on an Improvement Plan for the next Evaluation Cycle*

### 19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no 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.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:

## Appendix C: Teacher and Caseload Educator Contract

- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator reviews, approves Educator Plans, or meets with the educator if changes are needed in the Educator Plan.	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report and provides a copy for the educator.	May 31st
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

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### A) Educators with PTS on Two Year Plans

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report and provides a copy to the educator	May 31 <sup>st</sup> 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.

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### 21. Career Advancement

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

### 22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. 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) .
- 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

## Appendix C: Teacher and Caseload Educator Contract

equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

### 26. General Provisions

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

## **Appendix D. Administrator Model Contract Language**

Available March 15, 2012

(End of Massachusetts Model System for Educator Evaluation)

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### **EXHIBIT C**

#### **Evaluation Evidence Requirements**

##### **Standard 1: Curriculum, Planning and Assessment**

- One example of a well done Unit Plan done by the educator
  - Two daily lesson descriptions from this Unit
  - One formative and one summative assessment for the Unit
  - Student work samples from the Unit
  - Brief written description of what worked well and what you would change in the unit.

##### **Standard 2: Teaching All Students**

- One example of how you meet the needs of a student on an IEP/504 and an ELL if applicable, in the Unit from Standard 1 – can include a description of the student’s needs, what the teacher did to meet that need and what was the result in terms of student learning?
- One example of Class Expectations for work and behavior
- Brief written description of one literacy strategy used in your classroom (Which strategy was used and what was the result?) Include 3 pieces of student writing related to that literacy strategy.

##### **Standard 3: Family and Community Engagement**

- Include one Course Expectations and/or curriculum info that was shared with parents – how was it shared? (suggestion: Include expectations with course description-sent home to be signed.)
- One sample of a dialog with a parent, related to the student. (Include email or teacher’s descriptions of, at least three separate exchange from teacher)



- Examples of 10 different individual parent contacts; these can include: email, call log, text, conference.

#### **Standard 4: Professional Culture**

- Two samples of work done to support the school outside of regular classroom responsibilities, i.e. Committee work, coaching, mentoring, leadership, PLC, collaboration with other teacher or department. One of these work samples must come from work completed during the PLC.
- Brief written description of PD or coursework completed during the year; include a brief description of how the knowledge was used in your practice.

#### **Professional Practice Goal**

- Include evidence and updates on progress toward Professional Practice Goal.

#### **Student Learning Goal**

- Include evidence and updates on progress toward Student Learning Goal.

### **Revised Guidance for Binders**

#### **If an Educator is on a Developing Educator Plan:**

The Educator must collect evidence on all four standards, and on the Professional Practice Goal and Student Learning Goal. The Evaluator may at the Formative Assessment suggest that the Educator has sufficient evidence in one or more of the Standards and need not continue to add to the evidence for the remainder of that school year.

#### **If an Educator is on an Improvement Plan:**

The Educator must collect evidence on all four Standards, any action items from the Improvement Plan, and the Professional Practice Goal and Student Learning Goal.

#### **If an Educator is on a Directed Growth Plan:**

The Educator must collect evidence on all four standards, and on the Professional Practice Goal and Student Learning Goal. The Evaluator may at the Formative Assessment suggest that the Educator has sufficient evidence in one or more of the Standards and need not continue to add to the evidence for the remainder of that school year.

#### **If the Educator is on a Self Directed Growth Plan:**

The Educator must collect evidence for standards III and IV and on the Professional Practice Goal and Student Learning Goal.

Based on priorities and needs within the school, all educators may be asked to collect evidence on a particular Indicator, even if s/he does not need to collect evidence on an overarching standard. For example, #Educators on a Self Directed Growth Plan are generally not required to collect evidence on Standards I and II. They may be asked to collect evidence on IA by providing Rigorous Standards Based Unit Plans, or they may be asked to provide evidence for using a Learning Target to demonstrate Clear Expectations under II D.