

-A G R E E M E N T -

BETWEEN THE

GREATER LOWELL REGIONAL
TEACHERS ORGANIZATION

AND THE

GREATER LOWELL TECHNICAL
SCHOOL COMMITTEE

JULY 1, 2015 TO JUNE 30, 2018

TABLE OF CONTENTS

	<u>PREAMBLE</u>	
ARTICLE I	RECOGNITION CLAUSE	1
ARTICLE II	GRIEVANCE PROCEDURE	1-3
ARTICLE III	TEACHER EMPLOYMENT	3-4
ARTICLE IV	WORK YEAR AND WORK LOAD	5-8
ARTICLE V	NONTEACHING DUTIES	8-9
ARTICLE VI	LEAVES OF ABSENCE WITH PAY	9-10
ARTICLE VII	LEAVES OF ABSENCE WITHOUT PAY	11-12
ARTICLE VIII	SABBATICAL LEAVE	12
ARTICLE IX	ASSIGNMENTS AND TRANSFERS	12-13
ARTICLE X	VACANCIES AND PROMOTIONS	13
ARTICLE XI	PROTECTION AND INDEMNIFICATION	13
ARTICLE XII	TEACHER EVALUATION	14-39
ARTICLE XIII	PERSONNEL RECORDS	39
ARTICLE XIV	PROFESSIONAL DEVELOPMENT & IMPROVEMENT	40-41
ARTICLE XV	ACADEMIC FREEDOM	42
ARTICLE XVI	ORGANIZATION RIGHTS	42
ARTICLE XVII	PAYROLL DEDUCTION	43
ARTICLE XVIII	INSURANCE	43
ARTICLE XIX	SCOPE	44
ARTICLE XX	TEACHER LAYOFF	44-47
ARTICLE XXI	LONGEVITY	48
APPENDIX A	TEACHERS' SALARIES	49
APPENDIX B	EXTRACURRICULAR SALARIES AND POSITIONS	50
APPENDIX C	COACHES' SALARIES AND POSITIONS	51-53
APPENDIX D	PROFESSIONAL DEVELOPMENT FORMS	54-55
APPENDIX E	PRE-SCHOOL TEACHERS' SALARIES	56
	DURATION	57

PREAMBLE

This Agreement is made and entered into as of the 12 day of June 2014, by and between the School Committee of Greater Lowell Regional Vocational Technical School District's School Committee (hereinafter referred to as the Committee) and the Greater Lowell Regional Teachers Organization/Massachusetts Teachers Association (hereinafter referred to as the Organization).

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Greater Lowell and that good morale within the professional staff of Greater Lowell is essential to the Achievement of that purpose, the parties to this Agreement pledge themselves to adhere to the following principles and procedures:

ARTICLE I

RECOGNITION CLAUSE

For the purposes of collective bargaining, with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment, the Committee recognizes the Greater Lowell Regional Teachers Organization as the exclusive representative of all employees of the Committee as such employees are defined in Chapter 150 E, Section #1, of the General Laws of the Commonwealth and listed below:

- A. Classroom teachers, occupational instructors, teaching nurses, guidance counselors, school adjustment counselors, speech therapists, coaches, Special Education Admissions Administrator, extracurricular advisors, Special Education Vocational Monitors/Scheduling Specialists, Special Education Transitional Coordinator, nurses, psychologists, pre-school teachers; but excluding the Superintendent-Director, Directors, Assistant to the Superintendent, Cluster Chairpersons and all other personnel who are responsible for the supervision and evaluation of teachers.
- B. Members of the Bargaining Unit shall throughout this Agreement be referred to as teachers.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition:

A grievance is defined as a claim by any teacher, group of teachers, or the Organization that there has been a misinterpretation, inequitable application or violation of any provision of this Agreement or a claim by any teacher, group of teachers or the Organization that there has been a violation, misinterpretation or inequitable application of Committee policies or practices or an expression of dissatisfaction by any teacher, group of teachers, or the Organization with any aspect of a teacher's employment or working conditions.

B. Time Limits:

The time limits specified in this Article shall mean calendar days. Time limits indicated hereunder are maximums unless extended by mutual agreement. All such agreements to extensions must be in writing.

C. General Provisions:

- 1) The Organization shall be present and have the right to participate in the processing of any grievance at any level and to use representation of its own choosing.
- 2) The Committee shall cooperate with the Organization in making available all such records which have a bearing on a grievance, or on its processing. All documents, communications and records dealing with the processing of a grievance shall be filed separately from regular personnel files.
- 3) No grievance in process during the term of this Agreement shall lapse because of the expiration or termination of this Agreement and the grievance shall be handled as if this Agreement were still in effect.

- 4) Failure at any Grievance Level to meet or to communicate the decision within the specified time limits to the grievant(s) and the Organization President shall permit the grievant(s) or the Organization President to proceed directly to Level Five - Arbitration.
- 5) Either party to this Agreement shall be permitted to call employee witnesses at each level of the grievance and arbitration procedure.
- 6) If a grievance involves more than one individual, the Organization may initiate said grievance if agreed to by the Administration at whatever level the Organization deems appropriate but not beyond Level Three.
- 7) All grievance correspondence will go directly to union leadership, and not the individuals referenced in the grievance.

Level One -

"A teacher with a grievance shall present it to his/her immediate supervisor who shall respond to said grievance in writing within seven (7) calendar days."

"If the teacher fails to present his/her grievance to his/her immediate supervisor within thirty (30) calendar days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived."

Level Two -

"If the grievance has not been resolved to the satisfaction of the grievant(s) and the Organization, the grievant(s) or the Organization may within seven (7) calendar days present it in writing to the Assistant Superintendent/Principal. Within seven (7) calendar days after receiving a grievance, the Assistant Superintendent/Principal shall conduct an investigation and shall, if necessary, meet with the Organization and the grievant(s). The Assistant Superintendent/Principal shall respond to said grievance within seven (7) calendar days after presentation."

Level Three -

"If the grievance has not been resolved to the satisfaction of the grievant(s) and the Organization, the grievant or the Organization may within seven (7) calendar days present it in writing to the Superintendent-Director or his designee (which designee shall not be the same person who heard the grievance at Level Two). Within seven (7) calendar days after receiving a grievance, the Superintendent-Director or his designee shall conduct an investigation and shall, if necessary, meet with the Organization and the grievant. The Superintendent-Director or his designee shall respond to said grievance within seven (7) calendar days after presentation."

Level Four -

"If the grievance is not resolved to the satisfaction of the grievant(s) and the Organization, the grievant or the Organization may within five (5) calendar days, submit the grievance in writing to the Committee. Within ten (10) calendar days after the receipt of a grievance, the Committee or, at its discretion, a personnel sub-committee, shall meet with the grievant(s) and representatives of the Organization for the purpose of hearing the arguments of the parties involved. Within fifteen (15) calendar days after said presentation of the grievance, the Committee, or its personnel subcommittee, shall respond in writing to said grievance."

Level Five -

"If the grievance is not resolved to the satisfaction of the Organization, the Organization may within sixty (60) calendar days submit the grievance to arbitration in accordance with the then applicable 'Voluntary Labor Rules' of the AMERICAN ARBITRATION ASSOCIATION. The arbitrator shall render his/her decision to the parties within thirty (30) calendar days of the close of hearings. Briefs, if any, shall be submitted within said thirty (30) calendar days period at such time as shall be designated by the arbitrator."

The arbitrator's decision shall be final and binding on both the Committee and the Organization provided that said decision is not in conflict with the terms of the Agreement or State Statute.

The cost of the arbitration shall be borne equally by the Committee and the Organization.

ARTICLE III TEACHER EMPLOYMENT

The Greater Lowell Technical School Committee and the Organization are committed to providing our students with a dynamic academic and technical education which will prepare them for the challenges of the twenty-first century and to be competent, respectful and responsible citizens.

We believe that students of all abilities are entitled to pursue educational and career opportunities through a quality technical education.

The district feels strongly that curriculum and professional development should be encouraged that will enable the instructional staff to implement a variety of instructional strategies and assessments practices that correlate with student ability, levels, and learning styles. These activities should also address the standards reflected in the Common Core of Learning, Vocational Technical Education Frameworks and the Massachusetts Curriculum Frameworks.

- A. The Committee will employ only those teachers who hold educator license issued by the Department of Elementary and Secondary Education. Teachers employed under Massachusetts Law Chapter 74 must complete the requirements under that provision.
- B. Teachers shall be placed on the salary schedule in accordance with their teaching experience and training level once licensed in the area of hire. Vocational teachers shall receive one (1) year of teaching experience for every two (2) years of verified full time and full year work experience in their area of hire and aligned with the State Vocational Technical Education Frameworks, up to a maximum of step 8. Work experience required to attain Massachusetts Educator Licensure shall not be eligible for salary schedule placement.

- C. Teachers with previous teaching experience shall receive full credit on the salary schedule for all prior school years of full time teaching experience in educational institutions for which they held State licensure.
- D. Teachers shall receive a notice in writing annually which states their placement on the salary schedule and their course assignments for the next school year. These notices shall be provided no later than July 1.
- E. A Teacher shall demonstrate a commitment to the philosophy and goals adopted by the School Committee and staff.
- F. A teacher may develop and will implement instructional materials in his/her specialized area that include learning activities that are aligned with the Common Core of Learning, Vocational Technical Education Frameworks and the learning standards of the Massachusetts Curriculum Frameworks.
- G. A teacher shall include a variety of instructional materials, strategies and assessment practices that incorporate the latest technology and instructional resources into his/her curriculum.
- H. A teacher shall participate as a member of a curriculum team and works cooperatively in establishing higher learning standards for students.
- I. A teacher shall be willing and able to function as a key link in a career information system for students, a part of which is the career exploratory program.
- J. A teacher shall be willing to work and teach creatively with a diverse and representative group of high school students.
- K. A teacher shall be highly qualified in his/her own subject field and have an ability to communicate with the adolescent age group.
- L. No teacher will be disciplined, reprimanded, reduced in rank or compensation, not reappointed or deprived of any professional advantage without just cause. This is not to be construed to mean that appointments held on a year to year basis such as class advisors, coaches, non-professional status teachers, etc., cannot be changed by administrative recommendation. Changes in these assignments are properly an administrative function and responsibility and changes do not imply disciplinary action. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. If it is determined that action has been taken against a teacher in violation of this Agreement, the teacher shall be restored to no less than the position and circumstances which existed prior to the action having been taken.

ARTICLE IV

WORK YEAR AND WORK LOAD

A. Length of Work Year

1. Effective the-2003-2004 school year, the teacher work year shall consist of no more than 182 days. The per diem rate of pay will be 1/182. Checkout procedures shall not be changed except by mutual agreement.
2. Notwithstanding the provisions of Paragraph 1 of Section A of this Article, guidance counselors and Special Education Admissions Administrators and Special Education Vocational Monitor/Scheduling specialists shall be required to work up to four (4) days prior to the first day for teachers, and up to three (3) days after the last day for teachers and shall be compensated at their per diem rate for any days so required.
3. LPN instructors shall be required to work 195 days. The instructors shall be compensated at their per diem rate for any days worked beyond 184 days.

B. Length of Work Day

The teacher work day shall begin no more than 5 minutes before the scheduled day for students and shall extend for no more than 5 minutes after the scheduled day for students. During the 5 minutes before the student day, Home Room teachers may be required to be present in their Home Rooms and teachers who do not have a Home Room assignment may, if necessary, be assigned a duty. Teachers may be required to be present in their classrooms 5 minutes before the beginning of their first period. The scheduled day for students shall be no longer than six (6) hours and 30 minutes of consecutive clock time.

Teachers will remain for 35 minutes after school one day a week with the exception of Friday for providing assistance to students with class/shop assignments only. If the teachers afternoon help session must be canceled due to required meeting scheduling conflicts, holidays or other foreseeable reasons then an alternate day will be designated as much in advance as possible that week. Teachers will post their days for after school help at the beginning of each term. This will not be required on Thanksgiving week or Christmas week or during Open House weeks or the last week of school. The 35 minute session will start at the time of student dismissal.

C. Duty-Free Lunch

Each teacher shall have a duty-free lunch period of not less than 22 consecutive minutes each day. Every effort will be made to schedule this lunch period so as to begin no earlier than 10:45 A.M. and end no later than 1:15 P.M. Exception for vocational teachers assigned to off campus authentic learning environments.

D. Work Load

The work load of Greater Lowell Teachers shall not exceed three different scope and sequences which can be construed to mean no more than three distinctly different subject preparations.

Teachers may be assigned "mixed classes" (ie., classes containing more than one level of students at the same time); however, no teacher shall be required to teach more than one "mixed class" per day. A "mixed class" of two levels shall be considered as one scope and sequence and a mixed class of three levels shall be considered as two scope and sequences.

No academic "mixed class" shall consist of students taking more than one course sequence (for example: Chemistry I and Chemistry II is a permissible mixed class; U.S. History and Human Behavior is not a permissible "mixed class"). No academic "mixed class" shall contain more than two consecutive levels. Every effort will be made to keep "mixed classes" smaller than the class size which normally prevails in the Department.

The foregoing limitation of this section shall not apply to Special Needs and other quasi-tutorial teachers.

Workloads/Class Size

- D1. All workloads shall be distributed equitably.
- D2. Class sizes shall be equitably distributed.
- D3. All class sizes shall be such that safety is ensured at all times. No class shall have more students than student stations.
- D4. State Department of Elementary and Secondary Education recommendations on class size shall be adhered to and the Committee shall direct its agents to make every effort to generally reduce class sizes where applicable.
- D5. The Superintendent-Director and the President of the Organization agree to review class schedules, the assignment of scope and sequences and workload distribution prior to the opening of the school year.

E. Preparation

- 1. Each teacher shall have one period as preparation time daily. Prep time is defined as the equivalent of one full teaching period. Additionally, academic and related teachers will be scheduled on a daily basis for one of the following: a 22 minute duty period, or up to 44 minutes of either common planning time or up to an additional 44 minutes of preparation time.
- 2. Any teacher who is going to be assigned to teach a new course during the following school year shall be so notified no later than June 1st or three (3) months prior to the beginning of the school year, whichever is sooner.
- 3. Preparation time is defined as a period of time set aside each day for teachers to grade previous lessons and to prepare for the following day's lesson. However, this time is not for the purpose of developing curriculum.

F. Teacher Substitution

Teachers will not be expected to cover classes for other teachers who are absent unless an emergency exists which makes it impossible to obtain a substitute. However, in an emergency teachers may be assigned additional students within the same department up to a maximum class size of 15 without qualifying for compensatory time. This assignment may be made, the provision of the Scope and Sequence language (Article IV, Section D), notwithstanding. Cluster Chairpersons will keep a record of class coverage where the number of students exceeds 15 and ensure that teachers who qualify receive appropriate compensatory time during the year. In the case of field trips or other educational activities which necessitate temporary coverage, the Cluster Chairpersons shall ensure that all teachers receive the appropriate compensatory time or lightening of their duties. Teachers who, as a result of senior dismissal, student activities, or field trips have their regular class assignments cancelled for a portion or all of a day, will report to their Cluster Chairperson for a special class assignment, curriculum work, or appropriate cluster duties.

- G. 1. Notwithstanding the provisions of Section B of this article, teachers may be required to remain after school for not more than two (2) staff and/or departmental planning meetings per month, of not more than one (1) hour each. These meetings shall begin immediately after student dismissal. Departments will designate meeting dates at the beginning of the school year, and revise as needed. Teachers shall be notified no less than three (3) work days, except in an emergency situation in advance of any professional staff meeting change.

Also, teachers may be required to attend two (2) Open Houses each year to take place on a school night, provided that there shall be no required staff meeting that month.

2. Services required of any teacher on a day in addition to the 182 workdays provided in this Article should be compensated at the rate of 1/182 of his/her salary for each day or fraction thereof on which services are rendered. In-service training and the summer workshop are not to be construed as required services under this Article. If the extra service required is not a service which should have properly been done during the 182 duty days as defined under this Article, this extra service shall be voluntary in nature.
3. Release days or delayed opening days may take place during the school year. They will be at such a time when students will be dismissed early. The teachers will stay the normal work day as opposed to the contractual agreement of leaving five minutes after the students and these release days can be in the form of committee meetings, presentations by administration or guest speakers.

- H. No academic teacher shall be assigned to a schedule which contains more than 4 hours continuous time on duty on any day. Shop and related teachers who are assigned more than 4 hours continuous time on duty on any day shall be entitled to a 10 minute duty free break each day.

I. Close of School

1. Grading Procedures:
- a. Grades will be open for all students by the 176th student day.
 - b. Completed grades for students shall be posted by the end of the 180th student day.

2. Notwithstanding the provisions of Article VI, Sections 5E and G, no teacher shall use compensatory time, personal or professional leave days in the last two teacher workdays except in an emergency.
- J. The school district's electronic grading system will remain open for four (4) school days after the end date for the first, second, and third quarters and teachers shall post grades and comments prior to midnight of the fourth day.
- K. Under normal circumstances, teachers will post and/or update grades within seven (7) calendar days after the end of the instructional week.
- L. A progress report with current grades and comments for each student shall be posted into the school's electronic grading system within four school days after the midpoint of each quarter except for the 4th quarter for grade 12 students.

ARTICLE V

NONTEACHING DUTIES

- A. The Committee and the Organization recognize that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. It is further acknowledged by the Organization that the position of teacher entails functions and responsibilities beyond that of the classroom. It is further recognized that the maintenance of good discipline and the creation of a good learning and campus environment is a responsibility of teacher, administrator and the School Committee. The Organization acknowledges the responsibilities of the faculty to continue those duties they now perform outside of the classroom.
- B. Teachers will not be required to perform the following duties:
 1. Health services such as administering eye and ear examinations and weighing and measuring pupils. Any exception to this would be, for example, when the weighing and measuring of pupils is a fundamental part of classroom activity such as in a physical fitness program in physical education.
 2. Collecting money from students.
 3. Handling clerical aspects or except for required input sheets.
 4. Keeping cumulative record cards.
- C. Teachers may be required to perform only the following duties and only during the scheduled work day.
 1. Homeroom duty.
 2. Corridor/Mall duty.
 3. Cafeteria duty.
 4. Outside duty.
 5. Bus duty.
 6. Registration Desk.

Non-teaching duties shall be assigned equitably among all teachers to the extent possible.

No teacher shall be assigned two duties until every teacher has been assigned a first duty.

- D. Teachers assigned to duties shall be guaranteed their preparation and lunch time daily except for emergencies that affect the health and safety of students and/or staff.
- E. Teachers may consent to but will not be required to drive students to or from activities that are related to students' programs.

ARTICLE VI LEAVES OF ABSENCE WITH PAY

A. Sick Leave

A teacher shall be entitled to (15) days sick leave per year as of the first school day of said school year. Unused sick leave will accumulate from year to year without limitation. If the Superintendent-Director has sufficient reason to believe that a teacher has misused sick leave then he may investigate the possible misuse and require verification of the illness. In the event that a teacher retires on a date earlier than the end of the school year, said teacher will retain fifteen (15) days per Section A of Article VI.

1. If a teacher is out on sick leave for five (5) consecutive days or more the Superintendent-Director may require a medical note documenting the illness and/or the employee's fitness to return to work.
2. If a teacher is out on sick leave for ten (10) consecutive school days or more the Superintendent-Director may require the teacher to be examined by a medical doctor, with the appropriate expertise to evaluate the illness or injury, chosen by the employer at the district's expense.
3. If the district's doctor disagrees with the teacher's doctor with regards to the teacher's ability to return to work, the teacher and/or his/her representative will meet with the Superintendent-Director in an attempt to resolve the dispute.
4. If the dispute cannot be resolved at this meeting, the teacher's doctor and the district's doctor will choose a third doctor to conduct an additional independent examination with the cost to be shared equally by the district and the employee and whose decision shall be final.

B. Sick Leave Bank

1. Effective July 1, 1998, the sick leave bank shall be maintained by the annual voluntary donation of one (1) day of the fifteen (15) days of sick leave by all teachers who wish to join. Teachers will be eligible to join only during the month of September each year except for teachers new to the system who are hired mid-year who shall be given one month in which to join. The bank shall be maintained at no less than one thousand (1000) days.
2. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of five (5) teachers. All decisions must be by majority vote. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted.

3. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and not subject to appeal.
4. Unused days in the Sick Leave Bank shall accumulate from year to year and from contract to contract.
5. Any member of the Sick Leave Bank who is drawing sick leave time for any type of illness or disability, and is found working another job outside the Greater Lowell Technical High School, will be immediately taken off the rolls of the Sick Leave Bank and be disallowed from drawing any more sick leave time from the bank.

C. Childbearing Leave/Adoptive Parent Bonding Time

Disabilities caused or contributed to by pregnancy, or termination thereof and recovery therefrom shall be treated as a "disability." "Disability" shall be interpreted as being within the meaning of the term sick. Fathers are entitled to a paid parental leave of up to eight consecutive weeks, to be utilized during the first year after the birth of their child. Parental Leave days shall be deducted from accumulated sick leave. Staff teachers who adopt children are entitled to a paid leave, beginning on the day of adoption, of up to eight weeks. Days shall be deducted from accumulated sick leave. Special consideration will be given by the Superintendent-Director if circumstances require an absence prior to the adoption.

D. Funeral Leave

Teachers will be granted up to three (3) days at any one (1) time in the event of death requiring attention by the teacher of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, aunt, uncle or other member of the immediate household. In extenuating circumstances the Superintendent-Director may grant other or longer funeral leave.

E. Personal Leave

Teachers will be entitled to three (3) days of personal leave for the purpose of religious, personal, legal, business, household, or family matters. Requests for personal leave will be made to the Superintendent at least twenty-four (24) hours before taking such leave (except in case of emergency). Reasons shall not be given other than that the day taken is taken under this provision. No more than 15 members of the bargaining unit in one day will be granted a personal day except for extenuating circumstances. Requests will not be unreasonably denied. Unused personal leave may be converted by the teacher at the end of the school year into accumulated sick leave or may be redeemed for \$100.00 per unused day.

- F. Any teacher who is absent because of participation in an ordered tour of military or reserve training duty, which shall not exceed ten (10) workdays, will receive a leave of absence with pay for the duration of such a tour. Such payment when combined with the service pay shall not exceed said teacher's regular pay.

G. Jury Duty

Any teacher who is absent because of jury duty will receive a leave of absence with pay for the duration of such duty. Such payment when combined with jury duty pay shall not exceed said teacher's regular pay.

ARTICLE VII

LEAVES OF ABSENCE WITHOUT PAY

A. Childrearing Leave

Any teacher will be granted a leave of absence without pay for up to one (1) school year for purposes of childrearing. Teachers on "childrearing leave" will return on the first day of school unless other arrangements have been agreed to by the Superintendent-Director. This provision shall apply to both natural and adoptive parents.

B. Teachers employed by the Greater Lowell Technical High School who are on leave to serve in the Military Service will upon separation from such service under honorable conditions be allowed upon their return to the Greater Lowell School System full credit on the salary schedule for such service up to a maximum of three years; and upon such return will be offered a position as reasonably comparable to the one occupied at the beginning of aforesaid leave as is available.

C. Other leaves of absence without pay may be granted by the Superintendent-Director.

D. All requests for leaves, extensions or renewals of leaves will be made in writing no later than June 1 if the leave, extension or renewal is to commence at the beginning of a school year, or no later than 90 days prior to the effective date of the leave, extension or renewal if it is not to commence at the beginning of a school year. Exceptions to such requirements for notice may be made in the case of extenuating and/or emergency circumstances. All such requests will be responded to in writing before the effective date of the request.

E. Teachers will be granted a leave of absence without pay for a school year for the exploration or pursuit of an alternative occupation. Such leave shall coincide with the school year and shall further be subject to the following limitations:

1. The teacher must have 10 years of service in the district as of the beginning of the leave;
2. The teacher's pursuit must be related to the teacher's assignment;
3. Notwithstanding the provisions of Section D of this Article, the teacher must notify the committee of his/her intent to take this leave prior to April 15 which falls prior to the commencement of the leave;
4. The Committee, exerting no less effort than for the filling of any vacancy, must have been able to find a replacement by July 15.
5. No more than 5 teachers shall be absent on this leave in any school year.
6. No more than one technical teacher shall be absent on this leave from the same trade area (e.g. carpentry, plumbing). For non-technical teachers, no more than one teacher shall be absent from any of the following: Language Arts, Math, Science, Social Studies, Guidance, Special Needs, Physical Education, Bilingual.
7. Any teacher on this leave shall inform the Superintendent-Director by April 15th of his/her intent to return the following September.

8. Teachers on this leave shall be eligible to maintain membership in the health insurance group, paying 100% of the premium provided there is no other group available to them. This provision shall be subject to review as to its cost, impact, and possible limitation of this provision.
9. In the event more teachers wish to take this leave than are eligible, then the resolution of who may take this leave shall be resolved by seniority as determined in Article XX.

ARTICLE VIII

SABBATICAL LEAVE

- A. Any teacher who has served in the Greater Lowell Technical High School for a period of six (6) years is eligible for a sabbatical leave for the purpose of approved study and/or research.
- B. A teacher on sabbatical leave will be paid at one-half (50%) of the salary that he/she would be due to receive had the sabbatical not taken place. However, upon returning from a sabbatical leave the teacher would be paid at the same salary step that he/she was paid.
- C. A teacher on sabbatical leave shall return to a position as reasonably comparable to the one occupied at the beginning of such aforesaid leave as is available.
- D. Sabbatical leaves shall be approved on the basis of merit and not solely on budgetary considerations. Requests for Sabbatical Leave shall be submitted to the Superintendent-Director in writing no later than March 1, prior to the school year for which the leave is being requested. The School Committee will respond no later than May 1, prior to the school year for which the sabbatical leave is being requested.
- E. A Sabbatical Leave of Absence shall be granted for no more than one (1) school year.
- F. Prior to the granting of such leave an applicant shall enter into a written agreement with the School Committee that upon termination of such leave he/she will return to service in the Greater Lowell Technical High School for a period double the length of the Sabbatical Leave, and that in default of completing such service he/she will refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death, and shall be so stated on his/her record.

ARTICLE IX

ASSIGNMENTS AND TRANSFERS

- A. Teachers shall not be required to teach outside of the limits of their area of licensure except in emergencies or unusual circumstances described under Article IV-F or in accordance with state laws, regulations, and guidelines. Teachers will only be evaluated in their licensed area.

- B. Teachers who desire a change in the nature of their assignments may request a transfer to a different assignment and/or subject area of their preference. All such requests will be acknowledged in writing. If the request is denied, the teacher will be given the reason for the denial.
- C. In case of involuntary transfer of a teacher from the Cluster in which the teacher was originally hired, the teacher involved shall be entitled to meet with the Superintendent-Director to discuss the implications of the transfer and the teacher's preferences in that regard. Such transfers shall be made only for the good of the school system and shall not be made for arbitrary, capricious or punitive reasons.

ARTICLE X

VACANCIES AND PROMOTIONS

- A. The Superintendent-Director shall have posted in the Teachers' Resource Center and shall send to the Organization President notices of all vacancies as they occur.
- B. Such notices shall include a job description, statement of minimum qualifications, salary range, and the date by which candidates must apply.
- C. No vacancy except in the case of emergency shall be filled on a temporary basis until such vacancy shall have been posted for at least five (5) school days. Temporary appointments shall not extend beyond one hundred and twenty (120) calendar days.
- D. All vacancies shall be filled on the basis of experience, competency, qualifications of the applicant, length of service in the school system, and other relevant criteria.

ARTICLE XI

PROTECTION AND INDEMNIFICATION

- A. The Committee shall provide indemnification whenever any teacher shall become eligible therefore under the provisions of Chapter 41, Section 100C of the General Laws of the Commonwealth as most recently amended.
- B. Teachers shall be covered by Workman's Compensation pursuant to Massachusetts General Laws, Chapter 152.

ARTICLE XII

TEACHER EVALUATION

A. Purpose of Educator Evaluation

1. 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.
2. The regulatory purposes of evaluation are:
 - a. 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);
 - b. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - c. 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
 - d. To assure effective teaching and administrative leadership, 35.01(3).

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

1. *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.
2. 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.
3. 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.
4. Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
5. *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, district-developed (pre and post unit and course) assessments, and capstone projects. These measures shall continue to be bargained if new and/or further information is released by the Department of Elementary and Secondary Education.

6. *Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
7. *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:
 - a. 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.
 - b. 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.
 - For educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.
 - For educators whose impact on student learning is low, the Educator Plan shall be for one year. This plan shall include a goal related to examining elements of practice that may be contributing to low impact.
 - c. 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. There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating he or she may be rated unsatisfactory and shall be placed on an improvement plan.
 - d. Improvement Plan shall mean a plan developed by the Evaluator of at least 30 school 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.
8. *ESE: The Massachusetts Department of Elementary and Secondary Education.
9. *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").

10. *Evaluator: Any administrator designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - a. 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.
11. 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.
12. *Experienced Educator: An educator with Professional Teacher Status (PTS).
13. *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
14. *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.
15. *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.
16. *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 a team of educators, departments, or other groups of Educators who have the same role. Team goals may be developed by grade level or subject area teams.
17. *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
18. 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.

19. *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person 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.
20. 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").
21. *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.
22. *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.
23. *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
24. Rating of Educator Impact on Student Learning: A rating of high, moderate or low is based on trends and patterns on state assessments and district-determined measures of student learning, growth and achievement. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

25. 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:
1. Standard 1: Curriculum, Planning and Assessment
 2. Standard 2: Teaching All Students
 3. Standard 3: Family and Community Engagement
 4. Standard 4: Professional Culture
 5. Attainment of Professional Practice Goal(s)
 6. Attainment of Student Learning Goal(s)
26. *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:
- a. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - b. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - c. Elements: Defines the individual components under each indicator
 - d. Descriptors: Describes practice at four levels of performance for each element
27. *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. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated proficient overall, an Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning, and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts General Laws.
28. *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.
29. *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.
30. *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.

C. Evidence Used In Evaluation

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

1. Multiple measures of student learning, growth, and achievement, which shall include:
 - a. 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;
 - b. 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.
 - c. 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.
 - d. 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. The measures set by the district should be based on the Educator's role and responsibility.
2. Judgments based on observations and artifacts of practice including:
 - a. Unannounced observations of practice.
 - b. 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.
 - c. Examination of Educator work products.
 - d. Examination of student work samples.
3. Evidence relevant to one or more Performance Standards, including but not limited to:
 - a. Evidence compiled and presented by the Educator, including :
 - 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;
 - Evidence of active outreach to and engagement with families;
 - b. Evidence of progress towards professional practice goal(s);
 - c. Evidence of progress toward student learning outcomes goal(s).
 - d. Student and Staff Feedback – see # W-X, below; and
 - e. 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.

D. 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. Those rubrics are attached to this agreement.

E. Evaluation Cycle: Training

1. 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.
2. By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the immediate supervisor. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the immediate supervisor shall determine the type and quality of the learning activity based on guidance provided by ESE.

F. Evaluation Cycle: Annual Orientation

1. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - a. Provide an overview of the evaluation process, including goal setting and the educator plans.
 - b. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - c. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided that an announcement is made at the beginning of the meeting that it is being recorded and there is no substantiated objection.
 - d. Prior to meeting with Educators to develop plan goals, the District will provide District and School goals and priorities as well as professional development opportunities related to those goals and priorities.

G. Evaluation Cycle: Self-Assessment

1. Completing the Self-Assessment
 - a. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

- b. The self-assessment includes:
- An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - 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.

2. Proposing the goals

- a. 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.
- b. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- c. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- d. 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.
- e. 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.

H. Evaluation Cycle: Goal Setting and Development of the Educator Plan

1. 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 O-S for more on Educator Plans.

2. 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 #V, below.
 3. Educator Plan Development Meetings shall be conducted as follows:
 - a. 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.
 - b. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
 - c. 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.
 4. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- I. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS
1. In the first year of practice:
 - a. The Educator shall have at least one announced observation during the school year using the protocol described in section K2, below, but may request additional announced observations which will be scheduled, if agreed to by the Evaluator.
 - b. The Educator shall have at least four unannounced observations during the school year, with at least one prior to the December holiday break and at least one after the December holiday break.
 2. In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - a. The Educator shall have at least three unannounced observations during the school year, with at least one prior to the December holiday break and at least one after the December holiday break.
- J. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS.
1. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

2. 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, with at least one prior to the December holiday break and at least one after the December holiday break.
3. 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 the unannounced observations, at least one shall occur before the December holiday break and at least one shall occur after the December holiday break. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

K. Observations

The Evaluator's first observation of the Educator should take place by the December holiday break. Observations required by the Educator Plan should be completed by May 15th

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

1. Unannounced Observations

- a. Unannounced observations may be in the form of partial or full-period classroom visitations. The Evaluator shall observe the Educator for at least five (5) minutes. The Educator may request that the Evaluator stay longer.
- b. The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, placed in the Educator's mailbox or mailed to the Educator's home.
- c. 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. The Educator shall be given a written document that summarizes the issues, action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).

2. Announced Observations

- a. 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.
 - i. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be a minimum of 20 minutes in duration.

- ii. 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.
- iii. 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.
- iv. The Evaluator shall provide the Educator with written feedback within 10 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

L. Evaluation Cycle: Formative Assessment

1. 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.
2. 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 M, below.
3. 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.

4. 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.
5. 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.
6. 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, or to the Educator's school mailbox or home.
7. The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.
8. 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.
9. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
10. 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.

M. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

1. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year, but no later than June 1 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.
2. 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.
3. 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.

4. 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, or to the Educator's school mailbox or home.
5. 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.
6. The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.
7. 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.
8. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
9. 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.

N. Evaluation Cycle: Summative Evaluation

1. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
2. 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.
3. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
4. 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.
5. 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.
6. 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.

7. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
8. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
9. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, or to the Educator's school mailbox or home no later than May 15th.
10. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
11. 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.
12. 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.
13. 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.
14. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
15. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

O. Educator Plans – General

1. 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.
2. The Educator Plan shall include, but is not limited to:
 - a. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - b. At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - c. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

3. 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.

P. Educator Plans: Developing Educator Plan

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

Q. Educator Plans: Self-Directed Growth Plan

1. 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.
2. 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.

R. Educator Plans: Directed Growth Plan

1. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
2. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
3. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
4. 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.
5. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

S. Educator Plans: Improvement Plan

1. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
2. 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 school days and no more than one school year.
3. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

4. An Educator on an Improvement Plan shall be assigned a Evaluator. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
5. 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.
6. The Improvement Plan process shall include:
 - a. 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.
 - b. The Educator may request that a representative of the Employee Organization attend the meeting(s).
 - c. If the Educator consents, the Employee Organization will be informed that an Educator has been placed on an Improvement Plan.
7. The Improvement Plan shall:
 - a. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - b. Describe the activities and work products the Educator must complete as a means of improving performance;
 - c. Describe the assistance that the district will make available to the Educator;
 - d. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - e. 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);
 - f. Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,
 - g. Include the signatures of the Educator and Evaluator.
8. 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.

9. Decision on the Educator's status at the conclusion of the Improvement Plan.
 - a. 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:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.

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

Activity	Completed By	Roll-Out 2013-2014
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September</i>	<i>September</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October	September-October
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	October-November
Evaluator completes Educator Plans	November	November-December
Evaluator should complete first observation of each Educator	January	January-February
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*</i>	<i>February-March</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February</i>	<i>March</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February</i>	<i>March</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*</i>	<i>April-May</i>
Evaluator completes Summative Evaluation Report	May	May-June
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June	June
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June	June
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June	June

1. Educators with PTS on Two Year Plans

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

2. Educators on Plans of Less than One Year

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

U. Career Advancement

1. 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.
2. 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.

V. Rating Impact on Student Learning Growth

1. Basis of the Impact on Student Learning Rating

- a. The following student performance measures shall be used in combination with professional judgment to determine a teacher's impact on student learning, growth, and achievement.
 - i. Statewide growth measure(s)
 - (1st) Where available, statewide growth measures must be selected each year as one of the measures used to determine the Impact on Student Learning Rating.
 - (2nd) Statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS gain score for ELLs.
 - ii. District-Determined Measures (DDMs) of student learning, growth, or achievement

2. Identifying and Selecting District-Determined Measures
 - a. A DDMs Working Group representing teachers and administrators shall be established to identify and select DDMs.
 - i. The Working Group shall be co-chaired by the president of the bargaining unit or his/her designee and the Superintendent or his/her designee.
 - ii. The parties shall endeavor to provide, to the extent practicable, representation of teachers from a variety of grade levels and disciplines.
 - iii. The Working Group shall be composed of an equal number of members chosen by the president (or designee) from the bargaining unit and by the superintendent (or designee).
 - b. DDMs Working Group tasks shall include:
 - i. Surveying teachers and administrators in the district to create and maintain a list of assessments used in the district. The Working Group shall use the list to identify potential measures that may be adopted or adapted as DDMs. In addition, the Working Group shall invite teams of teachers to identify or develop new measures that may be adopted or adapted as DDMs.
 - ii. Recruiting and identifying district teachers, including teachers of students with disabilities and English language learners, as well as teacher teams to review the list of assessments for their specific content areas and to inform the identification and/or development of potential DDMs by making recommendations to the Working Group.
 - (1st) Recruitment materials for classroom and caseload teachers should indicate a preference for teachers rated *proficient* or *exemplary* on Standards I and II during the most recent evaluation cycle.
 - (2nd) Recruitment materials for school and district administrators should indicate a preference for administrators rated *proficient* or *exemplary* on Standard I during the most recent evaluation cycle.
 - iii. Identifying at least two measures of student learning, growth, or achievement for each teacher based on recommendations from teachers with expertise in the content area as described in Section V.2.b.ii.
 - iv. Collecting feedback from teachers and evaluators regarding the quality (e.g., alignment to curriculum, utility) of the selected DDMs.
 - (1st) Where feedback suggests modifications to the selected DDMs or the selection of different DDMs is necessary, the Working Group may convene a team of teachers with expertise in the content area to make recommendations to the Working Group.
 - v. Participating in the continuous improvement of the district's DDMs.

c. DDM Selection Criteria

i. DDMs may consist of *direct* or *indirect* measures.

(1st) A *direct* measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.

(i) At least one measure in each year that will be used to determine a teacher's Impact on Student Learning Rating must be a *direct* measure in all academic areas and grades 10, 11 and 12 technical areas (including Career Technical Readiness).

(ii) Direct measures shall be, criterion referenced such as, but not limited to: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.

(2nd) *Indirect* measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.

(i) *Indirect* measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.

ii. DDMs must be comparable across grade or subject level district-wide.

iii. DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes *high*, *moderate*, and *low* student growth.

iv. DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.

d. Process for Selecting DDMs

i. The DDMs Working Group shall provide a written recommendation to the Superintendent and the local association which identifies at least two DDMs for each teacher (DDM list). Any DDMs on the list not piloted in 2013-2014 shall be piloted in 2014-2015 and, unless modified, shall be used in 2015-2016 and 2016-2017, in combination with professional judgment to determine each teacher's ISL Rating.

ii. The superintendent, the school committee and the local association shall ratify the DDM list or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under M.G.L. c.71, sec. 38.

iii. Teachers must be informed of the DDMs that will be used to determine their Impact on Student Learning Ratings at the start of the school year.

- iv. Districts shall arrange professional development for all teachers and other evaluators that outlines the components of the Student Impact Rating and prepares teachers to administer DDMs. The district through the superintendent shall determine the type and quality of professional development based on guidance provided by ESE. Professional development topics may include, but not be limited to, an overview of DDMs and the Student Impact Rating, the district's DDM implementation and scoring plans, and the process for reviewing and confirming student rosters.

3. Determining Teacher Impact for Each DDM

- iv. The evaluator will meet with the teacher annually to conduct a collaborative conversation about the teacher's student outcomes on the DDMs administered for the school year. For each DDM, growth expectation will be determined by the evaluator in collaboration with the Departmental Curriculum Team prior to implementation of DDM and re-evaluated by the Team, as needed. The evaluator and the teacher will exercise their professional judgment in discussing how the outcomes in student assessments are affected by contextual factors including, but not limited to, the learning challenges presented by the students and the learning environment. Based on their discussions, they will determine together whether, in general, the teacher's students achieved high, moderate, or low growth in comparison to the growth expectations for the specific DDM. (In the event that an agreement is not reached, the Assistant Superintendent/Principal will determine whether the teacher's students received high, moderate or low growth in comparison to the growth expectations for the specific DDM.) Based on this conversation, as part of the continuous learning cycle for the teacher, the evaluator may recommend that the teacher continue using current instructional approaches, materials and/or pacing, or suggest modifications or changes to them.
- v. Teachers shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.
 - i. For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of a teacher's impact on student growth.
 - ii. For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of a teacher's impact on student growth.
 - iii. DDM results from students who are not present for instruction or education services for at least 90 percent of the allotted instructional or service time shall not be used in the determination of a teacher's impact on student growth.

4. Determining an Impact on Student Learning (ISL) Rating
 - a. The evaluator shall use his/her professional judgment to determine whether a teacher is having a *high*, *moderate*, or *low* impact on student learning. The evaluator will consider the determinations of student growth that resulted from the annual conversations held pursuant to section 3. a. above (*high*, *moderate*, or *low*) from at least two measures (a statewide growth measure must be used as one measure, where available) relative to at least two years of data and will apply professional judgment to those determinations in order to designate the teacher's ISL Rating. The evaluator's professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students and the learning environment.
 - i. A rating of *high* indicates that the teacher's students demonstrated significantly higher than one year's growth relative to academic peers in the grade or subject.
 - ii. A rating of *moderate* indicates that the teacher's students demonstrated one year's growth relative to academic peers in the grade or subject.
 - iii. A rating of *low* indicates that the teacher's students demonstrated significantly lower than one year's growth relative to academic peers in the grade or subject.
 - b. The evaluator shall meet with the teacher rated *low* to discuss the ISL Rating. The evaluator shall meet with the teacher rated *moderate* or *high* to discuss the ISL Rating, if either the teacher or the evaluator requests such a meeting.
5. Intersection between the Summative Performance Rating and the ISL Rating
 - a. A teacher's Summative Performance Rating is a rating of teacher practice and remains independent from the teacher's ISL Rating, which is a rating of impact on student learning, growth, and achievement.
 - i. Rating of Overall Teacher Performance: The Teacher's Overall Performance Rating is based on the Teacher's professional judgment and examination of evidence of the Teacher's performance against the four Performance Standards and the Teacher's attainment of goals set forth in the Educator Plan, as follows:
 - Standard 1: Curriculum, Planning and Assessment
 - Standard 2: Teaching All Students
 - Standard 3: Family and Community Engagement
 - Standard 4: Professional Culture
 - Attainment of Professional Practice Goal(s)
 - Attainment of Student Learning Goal(s)
 - ii. Results from DDMs and the ISL Rating are used to inform the teacher's Self-Assessment, to develop the professional practice goal or the student learning goal and the resulting Educator Plan.
 - iii. DDM results shall not be used, in whole or in part, in a teacher's Summative Evaluation to lower the performance rating on any of the four professional standards or on the overall performance rating.
 - iv. Neither the teacher's professional practice goal nor the student learning goal shall be expressed in numerical terms or in terms of any test score or growth score.

- b. Teachers with PTS whose overall Summative Performance Rating is *exemplary* and whose ISL Rating is *moderate* or *high* shall be documented as so.
 - c. Teachers with PTS whose overall Summative Performance Rating is proficient and whose ISL Rating is *moderate* or *high* shall be documented as so.
 - d. Teachers with PTS whose overall Summative Performance Rating is *exemplary* or *proficient* and whose ISL Rating is moderate or high shall be placed on a two-year self-directed growth plan.
 - e. Teachers with PTS whose overall Summative Performance Rating is *exemplary* or *proficient* and whose ISL Rating is *low* shall be placed on a one-year self-directed growth plan.
 - i. In such cases, the evaluator's supervisor shall discuss and review the Summative Performance Rating with the evaluator and the supervisor shall confirm or revise the teacher's rating. In cases where the superintendent or designee serves as the evaluator, the superintendent's or designee's decision on the rating shall not be subject to such review, provided, however, that nothing herein shall preclude the teacher from seeking adjustment pursuant to the grievance/arbitration procedures in this agreement.
 - ii. The teacher and the evaluator shall analyze the discrepancy between the Summative Performance Rating and ISL Rating to seek to determine the cause of the discrepancy.
 - iii. The Teacher Plan may include a goal related to examining elements of practice that may be contributing to low impact.
 - f. Teachers shall use evidence of teacher performance and impact on student learning, growth, and achievement in the goal setting and teacher plan development processes, based on the teacher's self-assessment and other sources that the evaluator shares with the teacher.
6. Initial Reporting of Student Impact Ratings
- a. The district shall implement DDMs and collect the first year of Student Impact Rating data during the 2015-2016 school year.
 - b. The district shall implement DDMs and collect the second year of Student Impact Rating data during the 2016-2017 school year.
 - c. Initial Student Impact Ratings shall be determined based on trends and patterns following the 2016-2017 school year and shall be reported to DESE.

DDM Implementation Schedule

2014-2015 Pilot DDM's in all academic and technical areas.

2015-2016 Implement DDM's in all academic and technical areas.

W. 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.

X. 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.

Y. Transition from Existing Evaluation System

1. The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement. The 50% of Educators who will be evaluated at the outset of this Agreement shall include all non-professional status teachers (non-PTS) and professional status teachers who were scheduled to be evaluated during the 2013-2014 school year under the old system.
2. The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
3. The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
4. 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).

Z. General Provisions

1. Only Administrators who are licensed may serve as primary evaluators of Educators.
2. 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. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. No teacher shall be evaluated during periods of extreme temperature conditions nor shall any teacher's performance during such periods be used as a basis of future evaluative commentary.
3. 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.

4. 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.
 - a. 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.
 - b. Violations of this article are subject to the grievance and arbitration procedures.

ARTICLE XIII

PERSONNEL RECORDS

- A. Teachers will have the right, upon request, to review and make copies of all records concerning them or their work maintained by the Committee or any agent thereof. A teacher may have a representative of the Organization accompany him/her during such a review. There shall be only one official record, that maintained by the Committee or its designee.
- B. Teachers shall review their records in the Administrative Office and shall not take their records from that office.
- C. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personal file unless the teacher has had an opportunity to review such material and so indicates that opportunity by affixing his signature to the copy to be filed. It is expressly understood that such signature in no way indicates that the teacher is in agreement with the contents. Only after affixing his/her signature to the copy to be filed will the teacher have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent-Director and attached to the file copy.
- D. Any complaints regarding a teacher made to any member of the administration by any member of the administration, by any parent, student, teacher or other person will be called to the attention of the teacher before any action is taken, if at all possible. Emergencies, health and safety of the public, teachers, or students could constitute cause for such exception.
- E. At the time of severance from the school system, a teacher will have the right to indicate those documents and/or other records which he/she believes to be obsolete or otherwise inappropriate for retention. Said records will be reviewed by the Superintendent-Director and if he concurs they will be destroyed.
- F. The Superintendent-Director shall insure that all records relating to teachers are accurate beyond reasonable doubt.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- A. The Committee agrees to pay reasonable expenses (including meals, lodging, and/or transportation and fees), incurred by teachers who by vote of the Committee attend workshops, seminars, conferences, or other professional improvement sessions with the approval of the School Committee or their designated agent.
- B.
1. Teachers who complete Professional Improvement requirements or take courses shall be reimbursed in an amount not to exceed \$1,800.00 over the life of the agreement.
 2. The "Course Reimbursement and/or Salary Column Advancement Approval Form" shall be submitted at least twenty (20) business days prior to the course start date and shall be processed and returned to the teacher no later than ten (10) business days after receipt and denials will be returned with a written explanation. (See Appendix D-1)
 3. Upon successful completion of an approved course with a minimum grade of "B", the teacher shall submit an official transcript and proof of payment to the Superintendent-Director's office and every effort will be made to process the course reimbursement within sixty (60) calendar days.
 4. Whenever a teacher achieves credits associated with a change on the salary schedule, the teacher shall file a letter of intent with the Superintendent-Director's office prior to the beginning of the school year notifying the administration of the anticipated change. Changes on the salary schedule will take place in October and March upon the receipt of an official transcript a minimum of thirty (30) days in advance of the pay date for the months of October and March.
 5. For the purpose of course reimbursement and salary column advancement, coursework must be approved in advance by the teacher's immediate supervisor, Professional Development Coordinator, Assistant Superintendent/Principal, and Superintendent-Director. In addition, the course must be for undergraduate or graduate level credits from an accredited college or university and meet one of the following criteria:
 - i. An identified component of the teacher's Educator Plan.
 - ii. A requirement for licensure or re-licensure in the teacher's assigned subject.
 - iii. A requirement of a matriculated educational degree program related to the teacher's assigned subject or an administrator licensure course.
 - iv. Other courses designed to improve instructional practice.
- C.
1. Except as noted herein, for the duration of this contract, no teacher shall be required to fulfill any continuing education requirements except as required by the Massachusetts Department of Elementary and Secondary Education.

2. RBT/Skillful Teacher Course Work

- a. Completion of the RBT "Skillful Teacher" course is required for teachers hired since 2004-2005 school year agreement. The course may be offered during the school day, substitutes will be brought in for the teachers being required to take the course. If such an opportunity is given to these teachers, the teachers will complete the course prior to the end date of this agreement. Additionally, the School pays for the entire cost of the course. The cost will be in addition to the tuition reimbursement already in the contract.
- b. Completion of the RBT "Skillful Teacher" course is a condition of employment for new teachers before professional teacher status is earned. The School agrees to pay for the entire cost of the course. This cost will be in addition to the tuition reimbursement already in the contract.
- c. If the RBT "Skillful Teacher" course is not offered during the school day, the teacher will have up to 5 years to complete the course. The School agrees to pay for the entire cost of the course. The cost will be in addition to the tuition reimbursement already in the contract.

D. Professional Improvement Activities

1. A teacher will be granted at least one (1) day per year for the purpose of visiting other schools, attending conventions and/or meetings or for other educational purposes. Other days will be granted with the Superintendent-Director's approval and denials will be returned with a written explanation.
2. The "Professional Improvement Approval and/or Reimbursement Form" shall be submitted at least fifteen (15) business days prior to the activity start date and shall be processed and returned to the teacher no later than ten (10) business days after receipt except when School Committee approval is required by district policy. (See Appendix D-2)
3. Upon successful completion of an approved activity, the teacher shall submit proof of attendance/participation to the office of the Superintendent-Director. If approved for reimbursement, proof of payment must also be submitted and every effort will be made to process the reimbursement within sixty (60) calendar days of receipt of both documents.
4. It shall be the responsibility of each individual teacher to maintain licensure through the Massachusetts Department of Elementary and Secondary Education as a condition of employment as well as maintain compliance with all Massachusetts educator licensure laws and regulations including any requirements to maintain a current Individual Professional Development Plan on file with the school.

ARTICLE XV

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, a way of life that prizes alternatives. Alternatives mean that people must make choices. Wisdom with which to make choices comes through practice and only if there is freedom of speech, of press, of assembly and of teaching. These rights make it possible for both teachers and students to hear, to read, to discuss, and to reach judgments according to individual conscience. An inherent part of the learning management system of the Greater Lowell Technical High School is the right of students to, when possible, choose alternate approaches in the learning of a concept. When both teachers and students enjoy the right to make intelligent and meaningful choices, self-government becomes a reasonable goal.
- B. Freedom of individual conscience, association and expression will be encouraged and fairness in all procedures will be observed both to safeguard the legitimate interest of the school and to exhibit the basic objectives of a democratic society.
- C. Academic freedom shall be guaranteed to teachers who should feel free to make assignments and generate classroom and extra-class discussions relating to controversial issues provided, however, that such activities are appropriate for the age and intellectual capabilities of the students involved and, further provided that such activities have an appropriate educational objective and meet accepted standards of professional educational responsibility.

ARTICLE XVI

ORGANIZATION RIGHTS

- A. There will be no reprisals of any kind taken against any unit member because of his/her membership in the Organization or participation in its activities.
- B. The Organization will be provided with the names, addresses and telephone numbers (unless a teacher has specifically requested that his telephone number not be released) of all unit members within twenty-five (25) days of the opening of school each year.
- C. There will be at least one (1) bulletin board reserved exclusively for Organization use.
- D. The Organization President will be sent a copy of the official agenda prior to each Committee meeting and a copy of the minutes of said meetings within five days of their approval by the Committee.
- E. The Organization may use school facilities and equipment for Organization business and may hold Organization meetings in school with the approval of the Superintendent-Director.
- F. The Committee authorizes the use of inter-school mail including e-mail to distribute Organization material. The Organization's headquarters will be considered as a regular inter-school mail stop.
- G. The Organization President shall not be assigned a duty. The Organization will be provided with an office and a telephone.
- H. The Organization will be furnished with a mailbox for its use by the mailroom attendant.

ARTICLE XVII

PAYROLL DEDUCTION

- A. The Committee agrees to deduct from the salaries of the teachers who have on file with the Committee a deduction authorization card, to be supplied by the Organization, the dues required as a condition of acquiring or retaining membership in the Organization. Said deductions shall be made in equal installments between the months of October and June.
- B. The Committee agrees to deduct from the salaries of teachers monies for tax sheltered annuities as provided for under the General Laws of the Commonwealth.
- C. The School Committee will vote to accept the provisions of General Law, Chapter 180, Section 171 – employees may authorize the School Committee to deduct from their salaries a contribution to Voice of Teachers for Education of an amount of which the employee shall specify, in writing. The Committee will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Mass. Teachers' Association monthly.
- D. Teachers will be provided their pay checks in sealed envelopes.
- E. Children of teachers will be automatically eligible for enrollment in the Greater Lowell "Tot Shop" program. Per the authorization of the teachers, tuition for the Tot Shop program will be deducted from the salary of said teacher.

ARTICLE XVIII

INSURANCE

A. Group Insurance Benefits

The Committee agrees to pay the following percentages of a Health Maintenance Organization (HMO) plan in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws. Said insurance programs will be the best available under the aforementioned statute(s):

- 80% for July 1, 2015 through June 30, 2016
- 80% for July 1, 2016 through June 30, 2017
- 75% for July 1, 2017 through June 30, 2018

Flexible Spending Account (FSA)

The District shall offer a Flexible spending Account (FSA) through a Cafeteria Plan, as allowed by state and federal laws and regulations for eligible medical and/or dependent care expenses, to Members through a third party provider at no monetary cost to the District.

- The District shall select the vendor, determine plan administration details, and provide automatic payroll deduction services. The District maintains the option to change vendors.
- Any and all costs and fees associated with the offering of a Flexible Spending Account (FSA) will be the responsibility of the Members.

- B. The Committee agrees to provide term insurance in the amount of twenty (20) thousand dollars for each member of the bargaining unit.

- C. Long-Term Disability
The Committee agrees to make provision for payroll deductions for payment of the premiums for a Long-Term Disability plan should such a plan come into effect.
- D. The Committee agrees to offer each member of the bargaining unit the opportunity to make pre-tax payments of employee premiums for group insurance coverage. The so called "Flex Plan" offered will be in accordance with IRS regulations.
- E. The committee agrees to pay seventy-five percent of a dental plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1), 80% coverage on restorative and other basic services (Type 2), and 50% of major restorative prosthodontic (type 3). Deductibles will apply to Type 2 and 3 services.

ARTICLE XIX

SCOPE

- A. It is agreed and understood between the Committee and the Organization that this Agreement has been entered into between the parties as a result of the provisions of Chapter 150E of the General Laws of Massachusetts. In executing this Agreement, neither party to this Agreement has waived any rights accorded it under the General Laws of Massachusetts.
- B. All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed provided that:
 - 1) Such conditions shall be altered as required by the express provisions of this Agreement.
 - 2) This provision shall not become effective until July 1, 1977.
 - 3) No precedent or past practice shall be established before July 1, 1976, by either party.
 - 4) The State statutes concerned with fiscal autonomy remain as presently written.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE XX

TEACHER LAYOFF

If, because of fiscal constraints and/or declining enrollment, it becomes necessary to reduce the number of teachers in any department, the following shall apply:

A. Notification of Layoffs

1. Prior to notification of layoff to bargaining unit members who have attained professional teacher status, there shall occur consultation between the Organization and the Superintendent-Director or his designee with the goal of resolving potential disputes concerning the order of layoff. Such consultation shall be without prejudice to either the Committee or the Organization.
2. Teachers who have not attained professional teacher status to be laid off shall be so notified prior to June 15. Teachers who have achieved professional teacher status shall be so notified prior to May 15, subject, however, to the provisions in section C. 4. c) of Article XX, the provisions of which shall be controlling and extend the deadline for notification.
3. No layoff shall take effect except at the beginning of a school year.

B. Definitions

Effective as of the ratification date of this agreement, the following definitions will apply for purposes of this article:

1. Seniority - length of continuous service in the bargaining unit including time spent on leave of absence or on layoff from the date of election by the Committee, or the date of election by the Lowell School Committee for those teachers superseded from Lowell by the opening of the Greater Lowell Technical High School, (but excluding time in excess of one year taken on each leave of absence granted after September 1, 1982).

Employees of the Committee, who as of July 1, 1978, are or have been employed in positions outside of the bargaining unit shall, if assigned to a position in the bargaining unit, have such service count for purposes of this article provided that:

- a. the employment outside the unit was or is in a position which acquires tenure by action of statute; and
- b. the assignment into the unit and the counting of such service neither causes nor aggravates the need to lay off other tenured members of the unit.

After July 1, 1978, time spent in the employment of the committee outside of the bargaining unit (except in a temporary or "acting" capacity and for a year or less) shall not accrue to seniority, but will not affect the employee's tenure status.

2. Qualified - possessing the prerequisites for licensure and/or technical approval at the time of layoff.
3. Area - for the purposes of this article, Area shall mean an area of licensure or approval as defined by the State Department of Elementary and Secondary Education.
4. Effective September 1, 2003, any newly hired teachers will have the first day of work as their seniority date.
5. Effective August 30, 2004, the Administration will take over responsibility for the seniority list.

6. Within twenty (20) days of assuming responsibility for the seniority list, (as referenced in paragraph 5 above), the Administration shall post the seniority list. In the event that a teacher disputes his or her placement on this initial posting of the seniority list, said teacher must notify the Superintendent-Director, in writing, within sixty (60) business days of this initial posting. For this initial posting only, any documentation which constitutes criteria to dispute current seniority dates will be decided by the first day of work at Greater Lowell and/or the start of contributions to the Massachusetts Teachers Retirement Board when employed at Greater Lowell. This process applies to the initial posting as outlined in this paragraph (6) only.
7. Subsequent to the initial Administrative posting of the seniority list (as referenced in paragraph 5 and 6 above), the Administration shall annually post the seniority list by November 1st of each school year. In the event that a teacher disputes his or her placement on the seniority list, said teacher must notify the Superintendent-Director within thirty (30) days of the posting and inform the Superintendent-Director of the reason(s) for his or her placement dispute.
8. Time spent as a substitute teacher will not count toward the accrual of seniority.

C. Order of Layoff

1. All opportunities for voluntary transfers shall be exhausted and all requests for voluntary layoff shall be honored with the goal of avoiding the involuntary layoff of any teacher.
2. Any teacher involuntarily transferred from one department to another within twelve (12) months prior to notification of a layoff shall be considered as a member of the department to which he/she was previously assigned, for the purpose of determining the order of layoff.
3. No teacher who has attained professional teacher status shall be laid off if there is a teacher who has not attained professional teacher status occupying a position which a teacher who has attained professional teacher status is qualified to fill.
4. If a layoff must occur, then the teacher with the least seniority in the department to be reduced shall be the teacher to be laid off, subject to any rights provided in C. 3. above and as provided as follows:
 - a. If a teacher designated for layoff pursuant to this section is qualified to teach in another area and is senior to a teacher in that area, then the layoff designee shall be transferred to that area and the junior teacher therein shall be designated for layoff subject to the provisions of this section.
 - b. As a condition of employment, any teacher exercising the benefit of subsection (a)(above) must have taught in that area in the previous three school years, or have at least 60 hours of trade contact in that area in the three years preceding beginning the new assignment, or have successfully completed six credits of course work in that area in the three years preceding beginning the new assignment.
 - c. Any teacher intending to exercise the benefit of subsection (a) above shall notify the Superintendent-Director in writing within 5 business days of receipt of a layoff or displacement notice. The Superintendent-Director shall notify any teacher

who would be displaced as a result of any other teacher's (a) above within 5 business days of receipt of intent to exercise subsection (a) rights. Any such displacement shall extend the time for notification specified in A. 3. of Article XX for a displaced teacher. Notices from the Superintendent-Director shall be delivered in hand by the teacher's supervisor or, if not feasible, by a constable. If prior to the opening of school in the subsequent September any position from which a teacher was displaced becomes available due to restoration of the position, a vacancy within the area or other unforeseen circumstance, the teacher shall be returned to the original position.

5. If, in applying the foregoing, it happens that there is a tie between two or more teachers, then the following criteria shall be applied, in order to resolve the tie:
 - a. The teacher with the greater total teaching and trade experience, as recognized by the committee on date of hire shall be considered senior.
 - b. If the tie persists, the teacher further to the right on the salary schedule as of November 1, prior to effective date of layoff, shall be considered senior.
 - c. If the tie still persists, then the tie shall be resolved at the discretion of the committee giving consideration to the teacher quality of performance, qualifications, and need of the school district.
 - d. If the tie still persists, then the tie shall be resolved by lottery.

D. Rights of Teachers on Layoff

- 1 Teachers who have not attained professional teacher status who are laid off shall be completely severed from the district, except that to the extent allowed by law, subject to full reimbursement by the teacher to the school district, the school district will continue to provide the same Blue Cross/Blue Shield or HMO Health Insurance and Life Insurance up to an 18-month period.
2. Teachers who have attained professional teacher status in addition to the Blue Cross/Blue Shield or HMO Health Insurance and Life Insurance referred to above for teachers who have not attained professional teacher status subject to the same full reimbursement to the school district, shall be on recall for a period of twenty-six (26) months from the effective date of layoff.
3. Teachers shall be recalled in the reverse order of layoff and from within areas. If a vacancy still exists the committee agrees to offer any position to laid off teacher(s) most senior and qualified, prior to the hiring of new staff. Any teacher who declines recall twice shall have waived any other recall rights. A teacher not notifying the school district within thirty (30) days after recall notice shall be determined to have declined recall. Any teacher recalled to active service shall have restored to him/her all previously accumulated sick leave and longevity benefits. Recalled teachers shall be placed on the salary schedule at the step numerically above that which he/she was on at the time of layoff.
4. During the recall period, laid off teachers who have attained professional teacher status shall have preference for substitute assignments in reverse order of layoff and from within departments, created by teachers on leaves of absence and/or sick leave. Laid off teachers called for daily substitute assignments shall be paid at the substitute rate approved by the School Committee.

ARTICLE XXI

LONGEVITY

- A. Teachers shall receive as compensation the following remuneration for service in Lowell Trade and Vocational School and/or the Greater Lowell Technical High School. Longevity payments will be made on or before June 30 for the school year that has just ended. Longevity is not pro-rated.

\$700 total longevity - 16th through 19th years of service
\$1400 total longevity - 20th through 24th years of service
\$2000 total longevity - 25th or more years of service

- B. In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, teachers who have served in the Greater Lowell Technical High School for a minimum of fifteen years and who have attained age 55 will upon resignation or retirement from the district be paid an amount as indicated below of their unused sick leave accumulation as of the effective date of their resignation or retirement:

	SUPERSEDED	NON-SUPERSEDED
Resignation	20%	10%
Retirement	20%	20%

- C. For teachers to be eligible for sick leave buy back days the teacher must give written notice by June 30th of the previous year if they retire in the first 90 days of the 2007-2008 school year or any year thereafter and must provide such notice by September 15th if they retire in the second 90 days of the school year. Teachers retiring in the summer must provide written notice before February 1st prior to retirement. The maximum number of days that may be redeemed is 225 days.

APPENDIX A
TEACHER SALARY SCHEDULE (INCLUDING NURSES)

2015-2016 (+2% and \$500 to step 10)							
	BS/VTECH	+15	+30	+45	+60	+75	+90
Step	1	2	3	4	5	6	7
1	44,871	46,743	48,612	50,478	52,348	54,228	56,092
2	48,148	50,016	51,881	53,755	55,617	57,488	59,368
3	51,420	53,293	55,153	57,026	58,893	60,719	62,639
4	54,687	56,559	58,429	60,301	62,166	64,040	65,905
5	57,963	59,830	61,704	63,573	65,440	67,308	69,179
6	61,231	63,104	64,971	66,835	68,707	70,589	72,453
7	64,509	66,373	68,240	70,114	71,982	73,850	75,724
8	67,772	69,646	71,517	73,385	75,257	77,119	79,000
9	71,858	73,806	75,752	77,823	79,774	81,709	83,662
10	73,962	75,913	77,858	79,930	81,809	83,814	85,769
2016-2017 (+2.5% to step 10 only)							
	BS/VTECH	+15	+30	+45	+60	+75	+90
Step	1	2	3	4	5	6	7
1	44,871	46,743	48,612	50,478	52,348	54,228	56,092
2	48,148	50,016	51,881	53,755	55,617	57,488	59,368
3	51,420	53,293	55,153	57,026	58,893	60,719	62,639
4	54,687	56,559	58,429	60,301	62,166	64,040	65,905
5	57,963	59,830	61,704	63,573	65,440	67,308	69,179
6	61,231	63,104	64,971	66,835	68,707	70,589	72,453
7	64,509	66,373	68,240	70,114	71,982	73,850	75,724
8	67,772	69,646	71,517	73,385	75,257	77,119	79,000
9	71,858	73,806	75,752	77,823	79,774	81,709	83,662
10	75,811	77,811	79,804	81,929	83,855	85,910	87,913
2017-2018 (+2.5% to step 10 only)							
	BS/VTECH	+15	+30	+45	+60	+75	+90
Step	1	2	3	4	5	6	7
1	44,871	46,743	48,612	50,478	52,348	54,228	56,092
2	48,148	50,016	51,881	53,755	55,617	57,488	59,368
3	51,420	53,293	55,153	57,026	58,893	60,719	62,639
4	54,687	56,559	58,429	60,301	62,166	64,040	65,905
5	57,963	59,830	61,704	63,573	65,440	67,308	69,179
6	61,231	63,104	64,971	66,835	68,707	70,589	72,453
7	64,509	66,373	68,240	70,114	71,982	73,850	75,724
8	67,772	69,646	71,517	73,385	75,257	77,119	79,000
9	71,858	73,806	75,752	77,823	79,774	81,709	83,662
10	77,706	79,757	81,799	83,977	85,951	88,057	90,111

**APPENDIX B
EXTRA-CURRICULAR SALARY SCHEDULE**

	2015-16 2% increase	2016-17 2% increase	2017-18 2% increase
1 Anime Club	1,815	1,852	1,889
2 Business Club Advisor	1,815	1,852	1,889
3 Chorus	1,815	1,852	1,889
4 Debate-Model UN Club	1,815	1,852	1,889
5 DECA Club Advisor	1,815	1,852	1,889
6 Destination Imagination	1,815	1,852	1,889
7 Drama	1,815	1,852	1,889
8 Environmental Green	1,815	1,852	1,889
9 Float Advisor	552	564	575
10 Freshman Advisor	1,815	1,852	1,889
11 GSA	1,815	1,852	1,889
12 Junior Class Advisor	1,815	1,852	1,889
13 Music	1,815	1,852	1,889
14 National Honor/Vocational	1,815	1,852	1,889
15 Newspaper Advisor	1,815	1,852	1,889
16 Outing Club	1,815	1,852	1,889
17 Peer Leader	1,815	1,852	1,889
18 Project Purple	1,815	1,852	1,889
19 Robotics	1,815	1,852	1,889
20 School Band	1,815	1,852	1,889
21 Senior Class Advisors	2,649	2,702	2,756
22 SKILLSUSA Club Advisors (3)	5,448	5,556	5,668
23 Sophomore Advisor	1,815	1,852	1,889
24 Student Activity Moderator	1,815	1,852	1,889
25 Student Council Advisor	2,571	2,622	2,675
26 Yearbook Advisor	3,329	3,396	3,464

HOURLY RATE - DRIVER EDUCATION, NIGHT SCHOOL, AFTERNOON PROGRAMS

\$32.00 (or more based on tuitions)

Teacher Mentor Stipend at \$1,000

The Administration may pay a night school teacher who is not a member of the bargaining unit at a rate less than the above rate provided that no bargaining unit member was available and willing to fill the position.

Extra Curricular and Coaching positions are educational in nature and are integral to the mission of Greater Lowell Technical High School to educated students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned, or when a new Extra Curricular or Coaching position is created, the Organization and the Committee agree to negotiate an appropriate annual stipend.

APPENDIX C
COACHES SALARIES

	2015-16 2% Increase	2016-17 2% Increase	2017-18 2% Increase
BASEBALL			
1 Varsity Baseball	5,979	6,099	6,221
2 Jr. Varsity Baseball	4,250	4,335	4,422
3 Assistant Varsity Boys	4,406	4,494	4,584
BASKETBALL			
4 Varsity Basketball (Boys)	6,294	6,420	6,549
5 Varsity Basketball (Girls)	6,294	6,420	6,549
6 Jr. Varsity Basketball (Boys)	4,092	4,174	4,257
7 Jr. Varsity Basketball (Girls)	4,092	4,174	4,257
8 Assistant Varsity Basketball (Boys)	4,406	4,494	4,494
9 Assistant Varsity Basketball (Girls)	4,406	4,494	4,494
10 Freshman Basketball (Boys)	4,092	4,174	4,257
FOOTBALL			
11 Head Coach	9,440	9,628	9,821
12 Varsity Line	5,037	5,137	5,240
13 Assistant Varsity	5,351	5,458	5,567
14 Jr. Varsity	4,720	4,815	4,911
15 Assistant Jr. Varsity	4,250	4,335	4,422
16 Freshman	4,250	4,335	4,422
17 Assistant Freshman	3,777	3,852	3,929
LACROSSE			
18 Varsity Lacrosse (Boys)	5,037	5,137	5,240
19 Varsity Lacrosse (Girls)	5,037	5,137	5,240
20 Jr. Varsity Lacrosse (Boys)	3,777	3,852	3,929
21 Jr. Varsity Lacrosse (Girls)	3,777	3,852	3,929
22 Assistant Varsity Lacrosse (Boys)	3,777	3,852	3,929
23 Assistant Varsity Lacrosse (Girls)	3,777	3,852	3,929

SOCCER

24	Varsity Soccer (Boys)	5,037	5,137	5,240
25	Varsity Soccer (Girls)	5,037	5,137	5,240
26	Jr. Varsity (Boys)*	3,777	3,852	3,929
27	Jr. Varsity (Girls)	3,777	3,852	3,929
28	Assistant Varsity (Boys)	3,777	3,852	3,929
29	Assistant Varsity (Girls)*	3,777	3,852	3,929

SOFTBALL

30	Varsity Softball	5,979	6,099	6,221
31	Jr. Varsity Softball	4,250	4,335	4,422
32	Assistant Varsity	4,406	4,494	4,584

SWIMMING

33	Varsity Swimming	4,406	4,494	4,584
34	Assistant Swimming	2,990	3,050	3,111
35	Assistant Swimming	2,990	3,050	3,111
36	Assistant Swimming	2,990	3,050	3,111

TRACK

37	Varsity Track	5,037	5,137	5,240
38	Assistant Spring Track	3,777	3,852	3,929
39	Assistant Spring Track	3,777	3,852	3,929
40	Assistant Spring Track	3,777	3,852	3,929

WRESTLING

41	Wrestling	5,037	5,137	5,240
42	Jr. Varsity Wrestling	3,777	3,852	3,929
43	Assistant Wrestling *	3,777	3,852	3,929

VARSAITY OTHER

44	Cheerleading	5,585	5,697	5,810
45	Cross Country	4,092	4,174	4,257
46	Assistant Cross Country	2,990	3,050	3,111
47	Tennis	4,092	4,174	4,257
48	Assistant Tennis	2,990	3,050	3,111
49	Equipment Manager	6,825	6,962	7,101
50	Faculty Manager	1,416	1,444	1,473

VOLLEYBALL

51	Varsity Volleyball (Boys)	5,037	5,137	5,240
52	Varsity Volleyball (Girls)	5,037	5,137	5,240
53	Jr. Varsity Volleyball (Boys)	3,777	3,852	3,929
54	Jr. Varsity Volleyball (Girls)	3,777	3,852	3,929
55	Assistant Varsity (Boys)	3,777	3,852	3,929
56	Assistant Varsity (Girls)	3,777	3,852	3,929

Extra Curricular and Coaching positions are educational in nature and are integral to the mission of Greater Lowell Technical High School to educated students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned, or when a new Extra Curricular or Coaching position is created, the Organization and the Committee agree to negotiate an appropriate annual stipend.

**APPENDIX D-1
GREATER LOWELL TECHNICAL HIGH SCHOOL**

Course Reimbursement and/or Salary Column Advancement Approval Form

Note: Members of the Greater Lowell Teachers Organization should refer to Article XIV for specific conditions and approval requirements regarding course reimbursement and/or salary column advancement. **Please note that this form is required to be submitted at least 20 days prior to the course start date.**

Name: _____ Date: _____

Department: _____ School Year: _____

.....
PART A Please provide the following information:

Postsecondary Institution: _____	Course Dept: _____
Course Title _____	Course Number: _____
Semester: _____	Completion Date: _____

Requesting salary column credit Requesting course reimbursement of _____

.....
PART B Please check all that apply.

- | | |
|---|---|
| <input type="checkbox"/> 2-year Accredited College | <input type="checkbox"/> Graduate Credit |
| <input type="checkbox"/> 4-year Accredited College | <input type="checkbox"/> Official Course Description Attached |
| <input type="checkbox"/> 4-year Accredited University | <input type="checkbox"/> Sample Course Syllabus Attached (if available) |
| <input type="checkbox"/> Undergraduate Credit | <input type="checkbox"/> Other (Explain) _____ |

.....
PART C Please attach a narrative that clearly describes how this course meets the criteria as outlined in Article XIV.B.5. and include a description of the course or attach the college or university's official course description.

.....
PART D Please attach a narrative that clearly describes how you plan to implement the knowledge and skills attained in this course to improve professional practice.

.....
PART E Initial Approval Signatures

_____ Supervisor	_____ Date	_____ Prof. Dev. Coordinator	_____ Date
---------------------	---------------	---------------------------------	---------------

_____ Asst. Supt./Principal	_____ Date
--------------------------------	---------------

.....
PART F Superintendent-Director Authorization

- Approved as Requested Returned to Principal for Consultation Approval Withheld

_____ Superintendent-Director	_____ Date
----------------------------------	---------------

Comments: _____

APPENDIX D-2

GREATER LOWELL TECHNICAL HIGH SCHOOL

Professional Improvement Approval and/or Reimbursement Form

Note: Members of the Greater Lowell Teachers Organization should refer to Article XIV Section E for specific conditions and approval requirements regarding professional improvement activity approval and/or reimbursement. Please note that this form is required to be submitted at least 15 days prior to the activity. (Boldface added 4-7-14)

Name: _____ Date: _____

Department: _____ School Year: _____

PART A Please provide the following information:

Proposed Activity: _____

Cost to District: _____

Location: _____

Source: _____
GLT or Identify Grant

Date(s): _____

- Requesting district funding Requesting school day(s) to attend Requesting reimbursement of _____

Please attach a narrative that describes the proposed activity and/or similar information from the activity provider.

Please attach a narrative that clearly describes the value of the proposed activity, a plan to implement the knowledge/skills attained through this activity to improve professional practice, and how you intend to share it with colleagues.

PART D Initial Approval Signatures

Supervisor _____ Date _____ Prof. Dev. Coordinator _____ Date _____

Asst. Supt./Principal _____ Date _____

PART E Superintendent-Director Authorization

- Approved as Requested Returned to Principal for Consultation Approval Withheld

Superintendent-Director _____ / _____ Date _____

Comments: _____

APPENDIX E
PRE-SCHOOL TEACHERS' SALARIES

FY 2015-16 (2% increase)	\$42,360
FY 2016-17 (2% increase)	\$43,207
FY 2017-18 (2% increase)	\$44,071

DURATION

This Agreement shall continue in force and effect from July 1, 2015 to June 30 2018, unless sooner terminated or extended by agreement of the parties hereto, or unless sooner terminated by operation of law of decree of judgment of any governmental authority having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2014

GREATER LOWELL REGIONAL
VOCATIONAL TECHNICAL
DISTRICT'S SCHOOL COMMITTEE

GREATER LOWELL REGIONAL
TEACHERS ORGANIZATION

























