

**Northeast**

**Teachers'**

**Association**

**2014-2017**

**Contract**

## TABLE OF CONTENTS

ARTICLE	TITLE .....	PAGE
I	Recognition .....	3
II	Agency Fee .....	3
III	No Discrimination .....	3
IV	Dues Check-Off .....	4
V	Association Rights .....	4
VI	Availability of Reports .....	4
VII	City, State or Federal Laws .....	4
VIII	Legality .....	4
IX	Supplemental Benefits .....	4-5
X	Working Conditions .....	5-11
XI	Course Reimbursements .....	11
XII	Application for Promotion .....	11
XIII	Leaves of Absence .....	11-14
XIV	Grievance Procedure .....	14-15
XV	Duration .....	15
XVI	No-Strike Clause .....	15
XVII	Teacher Evaluation and Files .....	15-16
XVIII	Compensation .....	16-20
XIX	Professional Consultations .....	20-21
XX	Sick-Leave Buy-Back .....	21
XXI	Additional College Credits Required .....	21
XXII	Teachers' Duties .....	21
XXIII	Educational Leave .....	22
XXIV	Driver Education .....	22
XXV	Reduction in Force .....	22-23
	<b>Appendix A</b>	
	All Other Wage Items .....	24
	Requirements for Salary Schedule Placement .....	24
	Salary Schedule 2014-15 .....	25
	Salary Schedule 2015-16 .....	25
	Salary Schedule 2016-17 .....	25
	<b>Appendix B</b>	
	Responsibility Differentials -Dept. Heads and Counselors .....	26
	<b>Appendix C</b>	
	Evaluation Process and Forms	
	<b>Index</b>	



## ARTICLE IV DUES CHECK-OFF

**Section A.** The Committee agrees that in accordance with the provisions of Chapter 180, Section 17(c) of the General Laws of Massachusetts, it will request the District Treasurer to deduct membership dues from the salaries of its teachers who by October 1 have voluntarily submitted a written authorization in the form attached hereto.

**Section B.** The amount so deducted will be remitted in accordance with such authorization to the Northeast Teachers' Association for disbursement to the respective organizations; provided that the Committee shall be under no obligation to make any such deductions after the receipt of a revocation, in accordance with the terms thereof.

**Section C.** The Committee also agrees to authorize payroll deductions to any two teacher-affiliated credit unions.

**Section D.** The Committee agrees to authorize direct deposit of paychecks of bargaining unit members into the banking institution of his/her choice. The number of institutions and particular institutions shall be determined later.

## ARTICLE V ASSOCIATION RIGHTS

**Section A.** An authorized representative of the Association shall have the right to schedule Association meetings in the building before or after regular class hours upon the approval of the Building Principal or the Superintendent in advance of any such meeting, which approval shall not be unreasonably withheld.

**Section B.** The Association has the right to place materials in the mailboxes and bulletin board in the teachers' rooms.

## ARTICLE VI AVAILABILITY OF REPORTS

The Committee shall make available to the Association upon reasonable request statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

## ARTICLE VII CITY, STATE OR FEDERAL LAWS

The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal Law, rule or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

## ARTICLE VIII LEGALITY

**Section A.** If any provision of this Agreement is or shall at any time be contrary to the law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation with the Association.

**Section B.** In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

## Article IX Supplemental Benefits

### Section A

1. Upon ratification of this Agreement, contributions for health insurance plans shall be as follows:

a) PPO's (Non – Medicare Plans)	80% Employer and 20% Employee
b) HMO's (Non-Medicare Plans)	85% Employer and 15% Employee
c) Indemnity Plans ( Non –Medicare Plans)	60% Employer and 40% Employee

2. In addition, the retiree premium contribution rates for Medicare and Non – Medicare retirees of 85% and 15% for retirees shall not be increased for the term of this agreement.

2. The Committee shall accept M.G.L., chapter 32B, Section 11A and provide access to the benefits contained therein at no cost to the Committee. A copy of Section 11A is affixed to this agreement as Appendix C.

3. The Committee agrees to provide "Section 125" Plans as follows:

Pre-tax insurance payments  
Medical Care Account Plan

The plan year is January 1 through December 31.

4. The Committee will provide a voluntary, employee paid dental plan agreed to by the parties

**Section B. Workmen's Compensation.** The Committee agrees to provide coverage for teachers in the bargaining unit under the terms of the Massachusetts Workmen's Compensation Act, General Laws of the Commonwealth, Chapter 152. In addition, the Committee will pay as a supplement to each injured employee, for each day he is paid Workmen's Compensation benefits, the difference between such benefits and the employee's normal salary for the period covered; and said supplementary payment shall be charged against the sick leave of the employee already accumulated or to be accumulated by deducting there from that number of days (or fraction of days) calculated by dividing the total amount of such supplementary payment by the daily salary equivalent of the injured employee.

**Section C. Pension.** The parties agree that all provisions of the Massachusetts Teachers' Retirement Plan shall be made a part of this Agreement to the extent made mandatory by the laws of Massachusetts.

**Section D.** The Committee agrees to provide the maximum payment permitted under law for the cost of a \$2,000 life insurance policy for each member of the unit covered by this agreement.

## ARTICLE X WORKING CONDITIONS

### Section A. Definitions

"Assigned Period" means as to a particular teacher, a regularly scheduled period of seventy (70) minutes during which that teacher is actively engaged in class instruction in the presence of a class.

"Unassigned Period" means, as to a particular teacher, a regularly scheduled period during which that teacher is not actively engaged in class instruction before a class.

"Regularly Scheduled Period" means any one of the periods set forth in the school's regular schedule, a copy of which is attached hereto.

### Section B. Teaching Programs

1. No academic teacher, including special education teachers, shall have more than four (4) different preparations during the "A" and "B" week cycle. For the purpose of this provision, a preparation means a course with different curriculum content such as English I and English II, or Survey of Science and Biology I. For the purpose of this provision, courses offered at more than one level difference such as World History at level one (#101) and World history at level three (#301) are considered different preparations, whereas World History at level one (#101) and World History at level two (#201) are not considered different preparations. For the purpose of this provision, one level difference is one preparation and more than one level difference is two preparations. For the purpose of this provision, one or more Bilingual Courses or ESL Courses taught during the same week are also only considered one preparation. "Enrichment periods" shall be considered teaching periods, shall be assigned like other courses of four (4) or five (5) days duration, and shall be subject to contract language as "assigned periods" and as courses for which preparation is required.

2. The employer will make reasonable efforts to see that Teachers shall not be required to teach outside their area of certification.

3. Teachers will be notified in writing of their programs for the coming school year, including the grades and/or subjects they will teach and any special or unusual classes that they will have (i.e., Special Education Dept.) as soon as practicable, and under normal circumstances not later than the close of the school year in June except that where

necessary changes will normally be made by July 1. The school committee will designate two (2) days for the department heads and the director of student services to complete scheduling for the next school year to be completed by June 1 of the current school year.

4. Vocational shop teachers and the speech therapist shall have at least one (1) seventy minute unassigned period each day. The Committee will make reasonable efforts to see that vocational related teachers shall have at least one (1) unassigned period each day for each subject (preparation) assigned. This unassigned period shall be in addition to any unassigned time between 2:30 and 2:45 p.m. Twenty-eight (28) minutes of the unassigned period may be used to schedule common planning time with academic teachers.

5. Beginning with the 2015-2016 school year, academic teachers' schedules shall consist of no more than thirty-two (32) teaching periods per two-week cycle, with each teacher's schedule built up to thirty-three (33) periods per two-week cycle by one lunch coverage period assignment.

Beginning with the 2015-2016 school year, each academic teacher (including department heads) is subject to assignment for up to two (2) seventy (70) minute periods per two-week cycle for the purpose of covering regularly scheduled academic classes assigned to academic teachers who are absent according to the following:

- a. Substitutes for long-term leaves of absence will be hired. Substitutes will be hired for teachers who are absent for school related business. When five days advance notice is given, except in an emergency situation, reasonable effort will be made to hire substitutes for teachers who will be absent for more than five days.
- b. Assignments of academic teachers to cover students of absent academic teachers will be done by the Administration in a fair and equitable manner. Toward this end, the following shall apply:
  - i. Each academic teacher will retain at least one planning period each day. Each teacher may designate one period daily as a planning period, each such designation being subject to agreement with the Administration. In the event of a conflict between two teachers in designating the same period, seniority will govern.
  - ii. Consistent with making fair and equitable assignments, reasonable efforts will be made to assign teachers in the department in which the absence occurs. If there are not enough teachers in a particular department, then assignments across departments will occur.
  - iii. The Administration shall provide to the Association written monthly tabulations of assignments made under this section, including cumulative totals.
  - iv. The Administration shall meet and consult with the Association with respect to these tabulations upon request of the Association.
- c. If any academic teacher and or the Association has a problem about implementation of this coverage provision, the Administration shall meet with the teacher(s) and/or Association in an effort to resolve any alleged problem(s). In the event the teacher and/or the Association is not satisfied with the results of such meeting, the Association may request a Professional Consultations meeting under the terms of Article XIX. It is understood that any meeting held under this paragraph will not constitute a waiver of a grievance.
- d. Each academic teacher is also subject to one (1) period (70 minutes) of corridor duty per two week cycle.
- e. On standardized testing (MCAS) days the total amount of preparation time for teachers shall be reduced by 35 minutes.

6. The Employer will make reasonable efforts to see that Department Heads are scheduled for no more than 50% teaching periods per day.

7. The NTA will provide a list of at least eight (8) potential volunteers for daily morning coverage (7:30 am - 7:45 am). The administration will use this list to make such coverage assignments. Volunteers will select and receive compensation time in accordance with the following options:

- a. Teachers will be authorized to leave the building, including fifth (5th) period, during unassigned time. This is matching time and it 1) may be accumulated, but it must be used within the same school year and 2) can be used provided there is no conflict with another contractual obligation.
  - b. Vocational teachers will be granted an extra one-half (1/2) hour break, provided the arrangement is acceptable to other teachers in the vocational area.
  - c. Academic teachers will be relieved of one duty assignment within the same two week cycle.
  - d. Teachers will be allowed to leave at 2:30 pm on the day of an assigned contract duty or on some other day within the same school year, provided there is no conflict with another contractual obligation.
8. a. The administration will be responsible for all duties related to intake meetings for Grade 9 and/or newly entering students.
- b. Effective June, 1999, the Administrator of Student Services and the Chairperson - Special Needs Team Evaluation (Sp.Ed.), removed by agreement of the parties from the bargaining unit, shall cease to perform any and all teaching and counseling duties.
- c. The Administrator of Special Needs Team Evaluation will chair and organize all three year evaluations. She/he will also do all initial evaluations and manifestation determination hearings.
- d. The Small Business Community Coordinator will be paid on the academic teacher schedule.
- e. Liaisons will only be required to initiate (by filling out the appropriate form) annual reviews and any special meetings (i.e. failures). The secretary in the Special Needs area will send out and collect all progress reports, schedule meetings (in conjunction with liaison's schedule) and will write up meeting.
- f. Liaisons will write education plans and amendments. All Liaisons will be trained in using current software for education plans. Liaisons will be assigned no more than thirty (30) students for whom liaison work is required. Liaisons shall be responsible for the same students throughout their enrollment.
- g. Provided that advance notice of at least three (3) days shall be given to the Dean of Students, Special Needs teachers shall not be scheduled for academic coverage on days of meetings with liaison students/families.
- h. For those special needs teachers who are fully scheduled for thirty (30) teaching periods over the two-week cycle, cafeteria duties shall be reduced by two (2).
- i. The office in the back of Room 126 will be available for all Special Needs teachers to use. There will be access to a telephone with service to all of our communities.

**Section C. Duty-Free Lunch.** Teachers will have a duty-free lunch period of a length at least equal to the minimum prescribed by law.

**Section D. Discipline Code.** The Committee will inform the teachers of the specific requirements of a Student Discipline Code: conduct, grooming, scholastic standards, and any other regulations a teacher might be expected to enforce.

In accordance with Article XIX, Professional Consultation, the School District and the NTA shall establish a special committee to review the impact of disciplinary policy and philosophy on the working conditions of teachers and the overall well-being of the school. Included in the goals of the committee will be to study the issues of chronically disruptive students, school violence, protection of teachers, and other disciplinary issues, and to advise and/or develop policy where applicable. The report of this committee may become the subject of future negotiations in regard to future contracts.

**Section E. School Facilities.** In designing new buildings and presently in the existing building, the Committee will use reasonable efforts, consistent with budgetary and other requirements to provide for:

- 1. Assigned parking facilities.
- 2. Each teacher shall have a desk and file cabinet for himself.

3. (a) A preparation room where teachers may have access to all available materials and equipment necessary for the preparation of instructional materials for their classes.

(b) The Administration shall provide the teachers a preparation room with the equivalent of at least one (1) teachers' aide to copy materials and handle necessary supplies.

4. An appropriately furnished room to be used as a staff lounge where teachers may meet as professionals and engage in privileged conversation. Said lounge shall be for the exclusive use of teachers and shall provide direct access to at least one rest room.

5. Well-lighted and clean teachers' rest room.

6. A telephone for faculty use.

7. A mailbox for each teacher.

8. Bulletin boards for general building use.

#### **Section F. Notices and Announcements.**

1. The Association President shall have a copy of Rules and Regulations of the School Committee when such document is published.

2. Information on the accumulated sick leave for each teacher shall be available to each teacher on the first day of each school year or on reasonable request.

3. A list of teachers' names and addresses shall be given to the Association President. An addendum will be added whenever necessary.

4. A directory of Personnel in the School shall be available to all personnel when issued.

5. A copy of school programs shall be accessible to the entire faculty when issued.

6. Each teacher within the Regional School will be provided with a copy of this Agreement, the cost of which will be shared jointly by the Association and the Committee

#### **Section G. Extra-Curricular Activities.**

1. Compensation shall be paid for all extra-curricular activities, as appropriate, and as those activities are defined in an appendix hereto.

2. A list of extra-curricular activities and compensation for these activities shall be posted no later than three (3) working weeks before appointments are to be made, if practicable.

3. If no appropriate volunteers are forthcoming for any extra-curricular activity, the Principal and the President of the local Association shall make their joint best efforts to find appropriate volunteers from among members of the bargaining unit.

#### **Section H. Scholarship Standards.**

1. The parties agree that continuing study will be given to curriculum development and developing optimum teaching-learning conditions.

2. In the event it becomes necessary to pursue curriculum development during the summer months, teachers from the appropriate departments shall be hired at the rates established in Section M of Article XVIII.

#### **Section I. Providing Substitutes.**

1. Employment of substitutes for all unit positions shall be the responsibility of the Administration.
2. Substitutes shall be provided to cover the classes of regularly assigned teachers when they are absent, when possible.
3. Any teacher who is assigned by the Administration to substitute for his/her Department Head shall be compensated for such a period in which he/she substitutes through a per diem based upon Step 1 of the applicable "Responsibility Differential" for Department Heads. A unit member assigned Department Head duties has a right to refuse the assignment. A unit member assigned Department Head duties and who accepts the assignment will carry out his/her regular responsibilities in addition to the department head duties.
4. If any member of the bargaining unit volunteers to cover a class for a coach, advisor, or any other unit member who has to leave school early on school business, they will receive compensatory time for that coverage. Compensatory time will be allocated in a fair and equitable manner on a rotating basis. A list will be generated every school year by the NTA consisting of volunteers from the bargaining unit.

#### **Section J. Length of School Day and Year.**

1. The work year of teachers other than personnel who may be required to attend additional days of orientation will begin no earlier than August 25 and terminate no later than June 30. However, the school year may be extended to comply with federal or state requirements and due to any unusual or emergency situations. Before requiring an extension of the school year, the School Committee agrees to apply for all waivers to the State Department of Education and/or other appropriate state/federal departments. Teachers may be required to be in attendance one day immediately prior to the opening of school and one day immediately following the close of school. The school year shall be no longer than the minimum required under Massachusetts law plus seven days, reduced, however, by any unused snow days up to maximum of five such snow days. The Superintendent-Director has the option of establishing a school calendar that will schedule the opening of school in the week prior to Labor Day. The Superintendent may schedule the teacher's 182nd day of school at the beginning of the school year as a freshman orientation day. Beginning in the school year 2002-3, the Superintendent-Director may schedule two (2) additional days for professional development, bringing the total workdays for teachers to 184. The two additional professional development days will be scheduled during or contiguous to the regular school year.
2. The school day is based on a five-period schedule. The teacher's school day shall be defined as a seven (7) hour day inclusive of lunch period and shall commence at 7:45 a.m. and terminate at 2:45 p.m., provided, however, that in addition to other duties specified herein, all teachers shall attend staff meetings not more than an average of once a week.

All members of the bargaining unit covered by this Agreement shall be in their assigned places of work no later than 7:45 a.m. in order to assist in the orderly transition of students arriving at school, progressing through the corridors, and into the classrooms and shops, provided, however, that the bargaining unit and the school Administration shall immediately enter into good faith consultation as to the most effective postings of members of the bargaining unit for such purpose.

Notwithstanding other provisions of this Agreement, in order to assist in the orderly dismissal of students, effective commencing the workday after the execution date of this Agreement, all members of the bargaining unit not otherwise assigned pursuant to the provisions of the next sentence hereof shall monitor the corridors immediately adjacent to the classrooms, shops, and other work areas as students leave the building. In addition, six posts (up to four of which may be outside) shall be assigned to Department Heads by the Administration on a rotating basis from 2:30 to 2:45 p.m. (or other dismissal time), or until the busses depart, in order to further assist in the orderly departure of students. Except as stated in this paragraph, the period between 2:30 and 2:45 p.m. shall be unassigned. Notwithstanding other provisions of this Section, the total number of posts for the 7:45 - 8:05 period in the morning plus the six in the afternoon from 2:30 - 2:45 shall not exceed twenty-seven (27) posts.

3. Each teacher in the bargaining unit shall designate a particular day of the week (which may be reasonably altered by each such teacher from time to time upon reasonable notice to the Superintendent-Director or his designee) on which he or she shall be available within his or her usual room or shop until 3:30 p.m. for the purpose of providing students with opportunity for extra instruction, make-up instruction, and for other educational

purposes, provided, however, that as to any teacher for whose so-designated session no student appears by 3:05 p.m. on a particular day, such teacher shall be free to leave the school building at 3:05 p.m. on that day. Teachers in a vocational shop shall provide after school coverage on different days of the week. In cases where teachers chose the same day of the week to provide coverage, the choice will be made by seniority. In case of a tie in seniority, the decision will be made by lot. A student in need of assistance will see his/her teacher for instruction. Before leaving the school building on a late day each teacher shall email the Principal from his/her school computer the roster of students who came for extra instruction, make-up instruction, or other educational purposes pursuant to this paragraph.

4. Each member of the bargaining unit shall be assigned, on a rotational basis, to serve at least one administration detention throughout the school year. If a teacher is absent on their assigned day, a volunteer may take the assignment and accumulate sixty (60) minutes of compensation time which may be used in conjunction with the language in Article 10, Section B, 7.

5. In addition, every member of the bargaining unit shall make himself/herself available on each of two occasions in each academic year for parent-teacher conferences. On each of these two occasions every member of the bargaining unit shall make himself/herself available for a two hour after school parent/teacher conference. The Association further agrees that if parents are still waiting to see teachers after the end of the two hour period, teachers will remain until every parent has had an opportunity to have a conference. This reduction in time shall apply only to first parent/teacher conference and the Committee reserves the right to revert to prior contractual language in its sole discretion. The decision to revert to the prior contractual language by the Committee shall not be subject to the grievance procedure and shall not be arbitrable.

6. The bargaining unit shall supply at least thirty (30) volunteers to assist the Administration at graduation rehearsals and at least thirty (30) volunteers to attend graduation ceremonies.

7. The bargaining unit shall provide at least two members for each area of instruction to attend an open house to be scheduled once each academic year by the Administration.

8.) Under Chapter 74 Regulations each Chapter 74 program must have at least two Program Advisory Committee meetings each year. All Chapter 74 programs will provide at least one Department Chair or his/her designee to attend these Program Advisory Committee meetings, but no more than two (2) hours each time.

**Section K. Safety and Health Standards.** The School District shall conform with all safety and health laws.

**Section L. Innovative Equipment.** In the event that new equipment is purchased and a training period is deemed by the Administration to be necessary for any teacher in whose department it is installed, the District Committee agrees to pay the cost of such training in addition to any traveling or living expenses involved, in addition to the salary to which the teacher is entitled for such training time.

**Section M Electronic Grading System.** All teachers will be required to use the X2 electronic grading system for attendance, discipline, homework and grading as presently done. The Administration will notify teachers of the results of any disciplinary referrals. The Committee agrees that if it requires any additional responsibility to be performed it will notify and bargain with the union. (NTA)

**Section N In-Service Training.** Any in-service training program at which attendance is required by the Administration shall be a college accredited course of at least three (3) semester hours, unless otherwise determined by the Administration.

**Section O. Guidance Counselors**

1. The ratio of students for full-time Guidance Counselors is an educational policy matter and wholly within the discretion of the Administration.

2. Notwithstanding anything which may appear herein to the contrary, Guidance Counselors and the School Social Worker shall be in attendance one week immediately prior to the opening of the school year and shall remain in attendance one week immediately following the end of the school year.

3. Salaries otherwise payable hereunder to Guidance Counselors and the Social Worker shall be increased by 2% retroactive 9/1/2014 for the school year 2014-15, 2 % for the school year 2015-16 and 2 % for the

school year 2016-17], which sum includes all differentials which were in effect through August 31, 2002. See Appendix B for Guidance Counselors' differentials.

**Section P. Security Cameras.** The parties agree that the purpose for the newly installed security camera system is to provide a safe environment for the students and staff as well as the school grounds in and around the Northeast Regional High School.

#### **ARTICLE XI COURSE REIMBURSEMENTS**

The Committee agrees to reimburse all teachers to whom this Agreement applies for the cost of tuition for any course successfully completed for the purpose of the teacher's professional improvement, if such tuition and course shall have been approved by the Administration in writing, provided, however, that for purposes of this Section, the expression "successfully completed" shall mean any course at the undergraduate level passed with a grade "C" or better, and at the graduate level passed with a grade "B" or better. Each member of the bargaining unit seeking reimbursement under this section shall supply to the Administration evidence of payment of the tuition as a precondition of reimbursement for such payment.

For a teacher enrolled at a Community College, State College or University in Massachusetts, reimbursement shall be the actual cost of tuition. For a teacher enrolled at any private College or University in Massachusetts, or out-of-state institution of higher learning, reimbursement shall be the highest amount allowed for a course under the Community College/State College/University system in Massachusetts, but in no event shall the reimbursement exceed the actual costs of tuition. Effective September 1, 2012 the Committee shall not be required to expend more than Seventy Thousand (\$70,000) in any given school year to fund this provision.

#### **ARTICLE XII APPLICATION FOR PROMOTION**

**Section A.** When vacancies occur or are about to occur within the district, or when new positions are to be established, notice of such circumstance shall be posted for a period of seven (7) days on the appropriate teacher bulletin board by the appointing authority and, if school is not in session, shall be sent to all teachers.

**Section B.** Qualifications for the applicants for such vacancies or positions, general requirements of the position, salary, and other pertinent information shall be set forth in such notices.

**Section C.** Applications shall be accepted from members of the bargaining unit who are qualified by reason of experience, training, capacity, and general ability to execute proficiently all the demands of such positions.

**Section D.** Where factors considered in Sections B and C above are equal among a number of candidates, seniority in the Regional School District shall be given consideration for appointments.

**Section E.** Such applications shall be in writing and shall set forth the basis on which each applicant requests consideration. Reasonable time shall be allowed for such submission of applications.

**Section F.** When a vacancy occurs in a teaching position, attempts will be made to hire a person of comparable qualifications and experience.

#### **ARTICLE XIII LEAVES OF ABSENCE**

**Section A. Association Leave.** Employees who are officers of the Association or who are appointed to its staff shall, upon proper application, be given a leave of absence without pay for the purpose of performing legitimate duties for the Association. Employees given leave of absence without pay shall, in order to qualify for the increment raise, file a report of professional improvement.

Provided also that for special purposes, leaves under the above conditions shall be granted from time to time for shorter periods than one year, i.e., three (3) or six (6) months as requested by the Association for special study or research or similar relevant purposes to enhance the knowledge and competency of the Association in administering its responsibilities under this contract. All leaves under this short-term stipulation shall not exceed a total of twelve (12) months in any period of 5 calendar years.

**Section B. Sick Leave.** Members of the bargaining unit are entitled to fifteen (15) sick leave days per school year of which six (6) days will be credited to his/her account on the first day of school and one additional day shall be credited

in the months from October through June inclusive to an annual total of fifteen (15). Unused sick leave days may be accumulated from year to year up to a limit of 350 days in 1998-1999, 365 days in 1999-2000 and 380 days in 2000-2001.

Effective September 1, 1999 members of the bargaining unit who are out on the first day of school are not entitled to sick leave accrual for that current year until their return to duty during that current year. After those members return for ten (10) working days they are entitled to full accrual of fifteen (15) sick days for the current year. Members who do not return to duty for a full school year from September to June are not entitled to the sick leave for that year.

To be eligible to receive paid sick leave, a member shall report illness to the Superintendent-Director or his delegate as soon as is reasonably possible, but in no event later than one (1) hour prior to such member's scheduled reporting time on the first day of absence, unless prevented from doing so by emergency; and shall notify the Superintendent-Director as soon as possible of his/her intended date of return.

The Committee may require a written note from the teacher's doctor after ten (10) consecutive days of absence, said note to include diagnosis and prognosis.

**UNUSED ANNUAL SICK-LEAVE ALLOWANCE.** At the end of each year the School Committee will compensate the members of the bargaining unit for unused sick leave at a rate of \$80 per day in accordance with the following schedule:

<u>Days Absent in a Single Year</u>	<u>Compensated Days</u>	<u>Amount of Compensation</u>
None	5	\$400
1	4	\$320
2	3	\$240
3	2	\$160
4	1	\$80
5 or more	0	\$0

**Section C. Personal Leave.**

Teachers shall be granted two (2) days of personal leave annually to conduct business which cannot be conducted outside of school hours. This leave shall not be deducted from sick leave, and shall be applied for a week in advance where practicable, provided, however, that no employee shall take any personal leave on a day immediately preceding or immediately subsequent to any vacation period or school holiday except in case of emergency or other good cause as reasonably determined by the Superintendent-Director. At the end of the school year, a teacher may convert up to two (2) unused personal days to Two (2) sick days on a one to one basis. Effective September 1, 1999, members who do not report on the first day of the school year and who do not return during the school year are not entitled to personal days for that school year.

**Section D.** The use of sick and personal leave is calculated by periods on the basis of a five (5) period day, exclusive of time before and after school. Any partial use of a period will be pro-rated in fifteen (15) minute intervals.

**Section E.** The Family Leave Act is herein incorporated by reference.

**Section F. Sick Pool / Long Term Disability Insurance**

1. Any member of the bargaining unit may contribute three (3) sick leave days per year to a pool to be available in case of prolonged serious illness, to any member of this bargaining unit who shall have exhausted his own sick leave, up to a limit of borrowing equal to one calendar year for any single employee illness. This pool shall be administered and replenished annually at the discretion of Association's Board of Directors.

2. a. The school district will fund long term disability insurance for all bargaining unit members at 60% or higher income protection and with a ninety (90) calendar day elimination period.

b. Sick pool coverage will be reduced to sixty (60) sick days and can be used only after an individual has exhausted his / her own personally accrued sick leave as currently stated in the sick pool rules.

c. If a change in the policy occurs, members who are excluded from insurance coverage under the policy's "pre-existing condition" rules will continue to be eligible for the 180 sick pool days until they meet the policy's requirement.

d. Individuals will use their personally accrued sick leave and / or sick pool days proportionately to offset insurance payments to maintain their current income. (Example, 60% insurance + 40% sick day = 100% current income.

e. All current sick pool rules will apply.

f. In the event that the disability insurance lapses or is discontinued, the sick pool will return to its 1997 - 1998 contractual status and any accumulated sick pool days will be available for use under the terms of that Agreement.

g. Until the disability insurance is funded and implemented, the sick pool will continue in effect.

3. Any teacher in the Regional School District excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, up to a limit, however, of one calendar year per employee, subject in any event to availability of sick-leave pool time.

4. Accumulated unused sick-pool days shall carry over from year to year.

**Section G. Funeral Leave.** Three (3) days funeral leave shall be granted to teachers upon the death of anyone among their immediate family, in-laws, (i.e., siblings-in-law, parents-in-law, or children-in-law) or anyone residing in the same household with the teacher. In addition:

1. Funeral leave of one (1) day shall be allowed on the death of any relative not covered in the preceding paragraph.

2. School shall be closed on the day of a funeral of a teacher in the school.

#### **Section H. Military Leave**

1. Military leave of absence without pay shall be granted to a teacher inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service Training Act of 1940 and subsequent amendments by Congress.

2. The progress of a teacher inducted into the Armed Forces on the salary schedule shall not be interrupted because of said induction. Upon return to service in the Northeast Regional School District, a teacher shall be placed on the salary schedule at the level to which he would have been entitled had his service not been interrupted.

**Section I. Reserve Forces Leave.** Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted such benefits as are provided under Section 5 of Chapter 33 of the General Laws, if the tour of duty is during the school year provided that such leave shall not exceed seventeen (17) calendar days, and provided that all teachers shall endeavor to have such duty scheduled outside their respective employment years as specified hereunder.

**Section J. Religious Leave.** Jewish teachers shall be excused with pay for a total of three (3) days of class sessions on Rosh Hashanah and Yom Kippur, and Greek and Russian Orthodox teachers shall be excused with pay from class sessions on Orthodox Friday, provided in any such cases the teachers involved shall notify the Administration at least two (2) weeks in advance of any such excused days so as to enable the Administration to obtain substitute teachers.

**Section K. Maternity Leave.** The Committee agrees to extend to its employees all maternity leave benefits required by law. No maternity leave can extend beyond the second September next following the birth of the child.

**Section L. Visiting Days.** Teachers may visit in other classes or in other cities and towns to observe teaching techniques and inspect teaching materials with the permission of the Superintendent-Director.

**Section M. Professional Leave**

1. The Superintendent-Director may request teachers to attend professional conferences, workshops, seminars, or conventions which relate to the activity of the school, and the travel and maintenance expenses of teachers in connection therewith shall be defrayed by the Administration.
2. The President of the Northeast Teachers' Association and/or his designee, as well as other members directly involved in negotiations or grievances, shall be granted such leave as necessary to the conduct of business mutually involving the School and the Association up to a maximum of ten (10) days.
3. The Association President shall have his/her schedule reduced by one (1) period to conduct union business

**Section N. Delegates' Leave.** Upon seven (7) days written notice, the Superintendent may approve a leave of absence with pay for such time as he deems reasonable for officers and/or members of the Association not to exceed two (2) in number, as may be designated by the Association to attend Massachusetts Teachers' Association or National Educational Association conferences and/or conventions.

**Section O. Unpaid Leaves of Absence.** An extended leave of absence without pay of up to one year may be granted by the Committee at its discretion. Benefits will be restored upon return from such leave, but there will be no accrual of benefits while on said leave, including no advancement on the salary schedule while on said leave. An employee on such leave may elect to remain an active participant in his/her health plan covered by this Agreement by paying 100% of the monthly cost of said plan for each month on unpaid leave.

**ARTICLE XIV GRIEVANCE PROCEDURE**

Should any dispute arise as between the Committee and the Association or its members as to the meaning and application of this Agreement, such dispute shall be a grievance and shall be finally settled in the following manner:

**Section A. Level One.** An employee with a grievance shall present it in writing, and signed by the grievant, to the Department Head either directly or through the Association, within five (5) working days after the earlier of (a) the event grieved of, or (b) the date upon which the grievant learns of such event.

**Section B. Level Two.** If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) working days after submission at Level One, the grievant or the Association may present the grievance to the Principal/Deputy-Director within five (5) days thereafter. A representative of the Massachusetts Teachers' Association may be present at this hearing.

**Section C. Level Three.** If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) working days after submission at Level Two, the grievant or the Association may present the grievance to the Superintendent-Director within five (5) days thereafter. A representative of the Massachusetts Teachers' Association may be present at this hearing.

**Section D. Level Four.** If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) working days after the submission at Level Three, the grievant or the Association may present the grievance to the Committee at its next regular meeting provided that notice is given to the Superintendent-Director seven (7) calendar days prior to the meeting. At such hearing, the grievant may have present with him or her the Grievance Committee of the Association and the Association's negotiator or other representative. The Committee has ten (10) working days to reply after the meeting.

**Section E. Level Five**

1. In case of failure to settle the grievance in the foregoing manner either party, within twenty-six (26) working days after the Level Four meeting, may request that the matter be presented to the Massachusetts Board of Conciliation and Arbitration. The decision of the Board of Conciliation and Arbitration shall be final and binding on both parties.

Any arbitration fees shall be borne equally by the Committee and the Association.

2. Any grievance not commenced during the term of this Agreement shall lapse. Notwithstanding anything to the contrary appearing in this Agreement, all provisions of the laws of the Commonwealth of Massachusetts governing or which may govern a grievance procedure shall take precedence over any thing provided herein. Except to the extent which matters involving selection, retention, assignment, transfer, or promotion of a teacher, or educational policy are specifically covered in this Agreement, no decision of the Committee involving the selection, retention, assignment, transfer, or promotion of a teacher, or an any question of educational policy shall be a subject of arbitration or grievance under this Agreement, and no Arbitrator shall have any power to alter, add to, or detract from the provisions of this Agreement.

#### ARTICLE XV DURATION

The duration of this Agreement is from [September 1, 2014 through August 31, 2017].

#### ARTICLE XVI NO-STRIKE CLAUSE

**Section A.** The Association agrees that it will not call, authorize, or ratify a strike or stoppage during the term of this Agreement, except for the employer's failure to submit to arbitration or to comply with the decision of an arbitrator or Board of Arbitrators as provided in this Agreement. Should any strike or stoppage occur, the Association shall endeavor in good faith within 24 hours after receipt of written notice thereof (which shall include telegraphic notice) from the employer to bring about the return to work of its members who have stopped work; and upon the failure of any employee to return to work within said 24-hour period, the employer may at its option consider such employees have abandoned their employment.

**Section B.** The employer agrees that it will not order, authorize, or ratify a lockout during the life of this Agreement. Should any lockout occur, the employer shall endeavor in good faith within 24 hours after receipt of written notice thereof (which shall include telegraphic notice) from the Association to terminate the lockout and re-employ the employees. Upon the failure of the employer to do so within said 24-hour period, the Association at its option may treat the matter as a dispute under the grievance procedure herein.

#### ARTICLE XVII TEACHER EVALUATION AND FILES

**Section A.** All observation by any means for the purpose of evaluating the professional performance of a teacher will be conducted openly and with the teacher's full knowledge. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed-circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Closed circuit television, tape recorder or videotape machines may be used for evaluative purposes if the teacher agrees.

**Section B.** No teacher shall receive adverse comments orally from any supervisor in the presence of pupils.

**Section C.** Teachers will review all evaluation reports and be given a copy of said evaluation report duly prepared for such instances in the form and manner agreed upon by the Administration and the Professional Advisory Committee (of Article XIX, Section A). Further, teachers will have the right to discuss said report with their superiors before it is filed.

#### **Section D. Personal File**

1. Teachers have the right, upon request, to review the contents of their personal file. Any teacher will be entitled to have a representative of the Association accompany him/her during such a review.

2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his personal file unless the teacher has had an opportunity to review the material beforehand. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The

teacher will also have the right to submit a written answer to such material on the reverse side of the evaluation or complaint, and his/her answer shall be reviewed by the Superintendent.

**Section E.** The Association recognizes the authority and responsibility of the Superintendent, Principal/Deputy-Director, Vice-Principal, and Department Heads for disciplining or reprimanding a teacher. In any event, the teacher will be entitled to have a representative of the Association present.

**Section F.** No professional staff member will be disciplined, reprimanded, reduced in rank or compensation without just cause provided that the above does not apply to the dismissal or non-renewal of a teacher without professional status or to the dismissal of a teacher with professional status which shall be handled on accordance with the procedure set forth in Chapter 71, §42 of the Massachusetts General Laws

**Section G.** Any contention that any evaluation is arbitrary or discriminating may be raised as a grievance.

**Section H.** Any complaint regarding a teacher from a parent, student, or other person requiring Administrative action shall be promptly called to the attention of the teacher.

**Section I.** The Superintendent, Principal/Deputy-Director, Vice-Principal, and Department Heads will be provided, on request, with all materials which pertain to the progress of a student in school, such as report cards.

**Section J.** The NTA and the Northeast School Committee will form a subcommittee to bargain a new evaluation instrument in conference with the recently revised principles of evaluation of the Department Of Elementary and Secondary Education (DESE). The subcommittee will be made up of two (2) Union Representatives and two (2) School Committee or their designees and will begin on October 1, 2012 and will report out by February 28, 2013. The results of that negotiation will be ratified and incorporated into the Agreement as soon as possible.

## **ARTICLE XVIII COMPENSATION**

**Section A. Placement on Salary Schedule.** A teacher's initial placement on the salary schedule shall reflect full credit for all earned degrees and semester hours of credit plus all appropriate teaching and work experience which is in excess of that required for teachers' certification, up to and inclusive of the 12th step on the salary schedule, based upon such records as the teacher shall present to the Administration at the time of hiring; and such initial placement shall not be subject to change at any later time on the basis of records not supplied at the time of hiring.

**Section B. Progression on the Salary Scale.**

1. Credits will include credit approved by the Administration for work in industry or related trades, credit for courses at an accredited institution, or training required for the operation of new equipment, or the learning of a new process.
2. All courses required by the school shall be counted towards advancement on the salary scale. Specifically, all special education courses required of vocational instructors that were not previously allowed for advancement on the salary scale shall now be counted towards advancement.
3. PDP's and / or CEU's may be used to move across the salary schedule based on the following conditions:
  - a. PDP's and / or CEU's apply if the topic increases the teacher's body of knowledge in the subject area and / or enhances the teacher's ability to teach.
  - b. Fifteen (15) PDP's = 1.5 CEU's = 1 Credit = 15 Clock Hours
  - c. Prior approval is required for PDP's acquired outside of Northeast.
4. Advancement from level to level shall be implemented February 1 and September 1, provided requirements for such advancement shall have been fulfilled prior to said dates. In cases wherein evidence of achievements is delayed, compensation shall be retroactive.

**Section C. Method and Time of Salary Payment**

1. Salaries of regular teachers shall be paid in twenty-six (26) equal installments starting with the first week of the school year in September, and continuing through August. All installments remaining unpaid at the close of the school year, shall be paid in one sum upon request. If a teacher leaves or dies during the school year, he/she or his/her estate shall be entitled to a pro-rated share based on his/her period of service in relation to the number of weeks school is in session during the school year, minus the compensation already paid.
2. Self-addressed and dated envelopes will be provided no later than closing day by teachers who desire to have their summer pay mailed to them.
3. In addition to the pay plan provided for in paragraph 1 above, teachers have the option of electing a 20-equal installment pay plan covering the work year from September 1 to June 30, provided written notice to the Administration is submitted by June 30 of each school year. The first installment shall be made on the first regular scheduled pay day in September with two payments per month to be made on the regular scheduled pay days for non-unit employees. The last installment shall be made on the last day of school in June.

**Section D. Anniversary Dates.** For the purposes of salary payment, teachers serving at least 91 days in any school year will advance a step on the salary schedule commencing the September following such school year, provided, however, that with respect to every member of the bargaining unit whose service at the school shall commence on or after September 1, 1978, the step increase otherwise payable under this Agreement as an annual adjustment of compensation shall be payable only if so voted by the Committee after review of evaluations and recommendations by the Administration.

**Section E. Mileage Allowance.** Mileage allowance, where payable or reimbursable, shall be at the current I.R.S rate as of the first day of the school year

**Section F. Travel Insurance.** Any teacher transporting students to and from outside work projects or any school-related activities shall be covered by insurance in case of any accidents.

**Section G. Department Heads.** For the school years [2014-2017] the Department Head differentials in effect for all Department Heads covered by this Agreement shall be increased item by item as follows:

[2014- 15—2% over the level in effect for the school year 2013-14]

[2015-16—2 % over the level in effect for the school year 2014-15]

[2016-17—2 % over the level in effect for the school year 2015-16]

Should the Committee choose to abolish a department head position during the term of a collective bargaining agreement, payment of the stipend for that position shall cease at the end of the contract year during which abolition of the position occurs.

The Department Head Differentials for [2014-2015, 2015-2016, and 2016-2017], are found in Appendix B.

**Section H. General Salary Scale.** The General Salary Scales for [2014-2015, 2015-2016, and 2016-2017] are found in Appendix A.

**Section I. Athletic Coaches.** The following shall be the annual salary differential (“Differential” means in addition to otherwise applicable basic salary schedule) of the athletic coaches:

		ARTICLE XVII COMPENSATION			
		SECTION I - ATHLETIC COACHES			
		2014-15	2015-16	2016-17	
Head Football		\$9,299	\$9,485	\$9,675	
Assistant Football		\$6,256	\$6,381	\$6,509	
Assistant Football		\$6,256	\$6,381	\$6,509	
Assistant Football		\$6,256	\$6,381	\$6,509	
Assistant Football		\$6,256	\$6,381	\$6,509	
Head Cross Country		\$4,163	\$4,246	\$4,331	
Golf Coach		\$4,163	\$4,246	\$4,331	
Head Boys Soccer		\$7,291	\$7,437	\$7,586	
Assistant Boys Soccer		\$5,217	\$5,321	\$5,428	
Head Girls Soccer		\$7,291	\$7,437	\$7,586	
Assistant Girls Soccer		\$5,217	\$5,321	\$5,428	
Head Volleyball		\$7,291	\$7,437	\$7,586	
Assistant Volleyball		\$5,217	\$5,321	\$5,428	
Head Boys Basketball		\$7,291	\$7,437	\$7,586	
Assistant Basketball		\$5,217	\$5,321	\$5,428	
Freshman Basketball		\$5,217	\$5,321	\$5,428	
Head Girls Basketball		\$7,291	\$7,437	\$7,586	
Assistant Girls Basketball		\$5,217	\$5,321	\$5,428	
Head Hockey		\$7,291	\$7,437	\$7,586	
Assistant Hockey		\$5,217	\$5,321	\$5,428	
Assistant Hockey		\$5,217	\$5,321	\$5,428	
Head Swimming		\$7,291	\$7,437	\$7,586	
Assistant Swimming		\$5,217	\$5,321	\$5,428	
Head Baseball		\$7,291	\$7,437	\$7,586	
Assistant Baseball		\$5,217	\$5,321	\$5,428	
Head lacrosse		\$7,291	\$7,437	\$7,586	
Assistant Lacrosse		\$5,217	\$5,321	\$5,428	
Head Softball		\$7,291	\$7,437	\$7,586	
Assistant Softball		\$5,217	\$5,321	\$5,428	
Head Outdoor Track & Field		\$4,163	\$4,246	\$4,331	
Asst. Outdoor Track & Field		\$3,643	\$3,716	\$3,790	
Athletic Director		\$9,299	\$9,485	\$9,675	
Equipment Manager		\$7,291	\$7,437	\$7,586	
Fall Intramural Coordinators (2)		\$1,656	\$1,689	\$1,723	
Spring Intramural Coordinators (2)		\$1,656	\$1,689	\$1,723	

and all said amounts are inclusive of all such differentials, if any, in effect through August 31, 2017.

If the Athletic Director is a full-time teacher at Northeast, the employer will make reasonable efforts to schedule no more than 50% teaching periods per day. In addition to the base teacher salary, the teacher shall receive the stipend pursuant to Article XVIII Section I. Any person hired other than a full-time teacher will only receive the stipend pursuant to Article XVIII Section I.

**Section J. Advisors.** The Following shall be the annual salary differential ("Differential" means in addition to otherwise applicable basic salary schedule) of the advisors:

<b>SECTION J - Advisors</b>					
			<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Senior Class			\$3,982	\$4,062	\$4,143
Junior Class			\$3,982	\$4,062	\$4,143
Sophomore Class			\$3,982	\$4,062	\$4,143
Freshman Class			\$3,982	\$4,062	\$4,143
Student Council			\$3,982	\$4,062	\$4,143
Asst. Student Council			\$1,991	\$2,031	\$2,071
Yearbook			\$3,982	\$4,062	\$4,143
VICA Advisor			\$3,982	\$4,062	\$4,143
Assistant VICA Advisor			\$1,991	\$2,031	\$2,071
Newspaper Advisor			\$3,982	\$4,062	\$4,143
Cheerleader Advisors (2)			\$3,982	\$4,062	\$4,143
Scholarship Committee Chairperson			\$3,982	\$4,062	\$4,143
Student Activity Chairperson			\$3,982	\$4,062	\$4,143
Voc./National Honor Society Advisor			\$4,777	\$4,873	\$4,970
SADD Advisor			\$3,982	\$4,062	\$4,143
Peer Mentoring Advisor			\$3,982	\$4,062	\$4,143
GSA Advisor			\$3,982	\$4,062	\$4,143
Teacher Mentors			\$1,561	\$1,592	\$1,624
Co-op Director			\$15,961	\$16,280	\$16,606
Co-op Liaison			\$7,410	\$7,558	\$7,709
Safety Coordinator			\$6,497	\$6,627	\$6,759

and all said amounts are inclusive of all such differentials, if any, in effect through August 31, 2017.

**Section K. Summer Months.** Any member of the bargaining unit who during the summer months performs a service or function similar to that performed in the regular day school program shall be compensated at the rates established in Section M of Article XVIII.

**Section L. School Librarian.**

<b>Step</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
<b>1</b>	\$48,646	\$49,619	\$50,611
<b>2</b>	\$51,174	\$52,197	\$53,241
<b>3</b>	\$53,699	\$54,773	\$55,868
<b>4</b>	\$55,529	\$56,640	\$57,772
<b>5</b>	\$57,714	\$58,868	\$60,046
<b>6</b>	\$58,844	\$60,021	\$61,221
<b>7</b>	\$59,975	\$61,175	\$62,398
<b>8</b>	\$61,108	\$62,330	\$63,577

**Section M. Late Afternoon Program**

1. Late Afternoon Program employees and all other hourly paid work shall be paid at the rate of [\$44.73 per hour for 2014-2015, \$45.62 per hour for 2015-2016, and \$46.53 per hour for 2016-2017]

2. Every Department Head working as such in the regular day program who, at the request of the Administration, performs work in connection with the Late Afternoon Program from time to time in addition to his/her regular day-program duties shall receive two hours per week additional compensation at hourly rates of pay effective under this Agreement, as amended.

**Section N. Longevity.** After the fifteenth (15th) year of service and through the end of the nineteenth (19th) year, after the twentieth (20th) year and through the end of the twenty-fourth (24th) year, after the twentieth (25th) year and through the end of the twenty-ninth (29th) year and for each year after the thirtieth (30th) year of service at Northeast, each member of the bargaining unit shall receive a lump sum longevity payment in recognition of his/her long-term service to Northeast. While this longevity payment will be part of one's annual salary, it will be paid as a lump sum in a separate check as indicated below:

Effective 2002 - 2003

After the fifteenth (15th) year - \$1,300 payable with the last paycheck in June.

After the twentieth (20th) year - \$1,900 payable with the last paycheck in June.

After the twenty-fifth (25th) year - \$2,500 payable with the last paycheck in June.

After the thirtieth (30th) year - \$3,500 payable with the last paycheck in June.

In the event of the death of a member of a bargaining unit, the longevity will be paid to the member's estate within thirty (30) days of receipt of a copy of the death certificate. In the event a member is laid off, the longevity will be paid with the final paycheck. If a member retires during the school year, the longevity payment will be prorated and will be paid in the final check. In the event a member voluntarily leaves employment during the course of the school year, no payment will be made.

For the purpose of identifying eligibility for the longevity payment, the following conditions will apply:

1. For employees initially hired prior to and during the school year 1998-1999 who either remain in the employ of the District or who have left or leave and are later re-employed by the District, a year of service will be defined as any year in which an individual has been employed for ninety (90) or more days of the school year.

2. For employees initially hired after the school year 1998-1999 longevity will be based on continuous years of service and a year of service will be defined as a period of one hundred and eighty (180) school days from one's date of hire. If an employee initially hired after the school year 1998-99 leaves the District and is later re-employed by the District, time accrued for purposes of longevity shall be calculated from the employee's most recent date of hire.

## **ARTICLE XIX PROFESSIONAL CONSULTATIONS**

**Section A.** In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions, systematically and periodically collated and expressed, are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Northeast Regional School District; and in recognition of the Association's knowledge of the ideas and opinions of the teachers, the parties agree that a Professional Consultation procedure should be established to be operative during the term of this Agreement.

**Section B.** This procedure is not intended to replace the grievance or arbitration procedures set forth herein or to make any matter a mandatory subject of discussion which would not be a mandatory subject of discussion in the absence of the provisions of this Article.

**Section C.** Consultation sessions will be scheduled with the Committee once every two months upon written request of the Association. Two weeks prior to the dates scheduled for the consultation, the Association will submit a written agenda of subjects about which it desires to consult at the meeting with the Superintendent-Director. The consultation will be confined to the subjects on that agenda.

In the event that the need arises for additional meetings or additional time at scheduled meetings, these will be arranged by mutual agreement between the Chairman of the School Committee and the President of the Northeast Teachers' Association.

## **ARTICLE XX SICK-LEAVE BUY-BACK**

In recognition of dedicated service to the students of the School, any teacher covered by this Agreement who has taught ten (10) or more consecutive years in the School shall obtain, if he/she applies, an increase in compensation according to the procedure that follows. (For members hired prior to or during the school year 2002-2003, the years do not have to have been served consecutively.):

Any eligible teacher who desires to participate in this program will so notify the Superintendent-Director in writing at least one (1) year prior to the effective date on which he/she intends to retire under the provisions of the Massachusetts Teachers' Retirement Act. If such notice is duly submitted, the individual concerned will be paid a lump sum within fifteen (15) working days following the effective date of retirement based on forty (\$40) per day for each accumulated sick leave day not exceeding 350 days for 1998 -1999, 365 days for 1999 - 2000 and 380 days for 2000 - 2001. The notice requirement of this section is intended for budget considerations and may be waived in any case where an unanticipated physical disability requires the retirement under the provisions of the Teachers' Retirement Act.

## **ARTICLE XXI ADDITIONAL COLLEGE CREDITS REQUIRED**

**Section A.** All professional staff members are required to take a minimum of one college course of three credit-hour value per each three-year period. A grade consisting of a graduate level passing grade in the case of a graduate course, must be obtained for increment purposes. Such courses, as well as others taken in line with school requirements, must be taken at colleges accredited by the six regional associations accrediting institutions of higher learning as listed on page six of the publication, Accredited Higher Institutions by the U. S. Department of Health, Education and Welfare, Office of Education. If approved by the Superintendent-Director, in-service courses sponsored by the school or the Northeast Teachers' Association, or courses offered by industry, will be applied as incremental credits on all salary schedules.

**Section B.** Such courses must either be a part of a degree-granting program or reasonably related to the teacher's field of specialization. In any event, courses shall be approved in advance by the Superintendent-Director. Each individual will be notified of the action taken on his course request within ten (10) days of filing the application with the Superintendent-Director.

**Section C.** Responsibility for conforming to this regulation rests with each teacher. Teachers failing to comply with this regulation will be ineligible to receive any increment until evidence of compliance is presented.

**Section D.** Notice of completed courses must be submitted to the Superintendent-Director's office prior to August 15. Any teacher who is on maximum and who does not complete this requirement will not receive a salary adjustment from any changes in salary schedule until the requirement is complied with.

**Section E.** In-Service courses sponsored by the school or NTA, if approved by the Superintendent-Director, may on occasion be offered for increment credit.

## **ARTICLE XXII TEACHERS' DUTIES**

The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

In accord with Article XIX, a Study Committee consisting of two persons appointed by the School Committee and two persons appointed by the Teachers' Association will examine the question of class size, the need, utilization and cost of teachers' aides. The report of this Committee may become the subject of negotiations in regard to future contracts.

## **ARTICLE XXIII EDUCATIONAL LEAVE**

**Section A.** Leave of absence with pay may be granted to teachers at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

**Section B.** The Committee shall pay reasonable expenses (including but not limited to registration fees, meals, lodging, or transportation) incurred by teachers who are required by the Superintendent to attend workshops, seminars, or other approved professional improvement sessions.

It may pay all or part of such expenses of teachers whose request to attend similar courses it approves (provided, however, that such travel and amount shall have been provided for and are expendable in the existing school department budget).

**Section C.** Teachers requesting reimbursement from the Committee under this section will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought for his approval in whole or in part.

#### **ARTICLE XXIV DRIVER EDUCATION**

Driver Education shall be included among the types of work to be compensated at hourly rates.

#### **ARTICLE XXV REDUCTION IN FORCE**

**Section A.** The parties recognize that, although there is currently no lessening of applications for student places at the School, it is nevertheless in the interest of the parties to consider a measure for orderly reduction in force should circumstances arise which would compel such reduction, and to provide for reasonable protection of teachers consistent with the rights of the Committee as employer, and the educational interests of the students. Accordingly, the parties agree that in the event the Committee should decide to reduce the number of positions in the bargaining unit for any reason, the order of layoffs which would govern the laying off of members of the bargaining unit shall be determined by the Committee on the basis of seniority, and if such reduction should necessitate the layoff of one or more employees in any department, the order of layoff will be in the inverse order of seniority. An employee so laid off and who is certified for another department shall be able to "bump" the least senior member of that other department if the bumping employee has greater seniority than the least senior member of the other department and has been regularly assigned in such other department for at least two entire school years during the eight years next preceding the date of layoff notice to a position for which he/she was certified at the time he/she was assigned.

**Section B.** The word "department" shall be understood to refer to the list of departments as departments existed at the School on September 1, 1980.

**Section C.** Seniority is the length of continuous service in the bargaining unit measured from the first date for which compensation was received and shall include authorized leaves of absence of up to one year per leave.

1. Effective upon the ratification and execution of this Agreement, the positions of Administrator of Student Services and the Chairperson-Special Needs-Team Evaluation (Sp.Ed.) are removed from the bargaining unit. As of that date they shall be removed from the seniority list and shall lose all rights to a position within the unit.

2. The parties affirm the intent of this seniority definition by stating that anyone who has left or who leaves a position within the unit for a position outside the bargaining unit breaks his/her seniority and shall be removed from the seniority list immediately and shall lose all his/her rights to a position within the unit.

**Section D.** In the event two or more employees have the same seniority as defined above, the teacher who is horizontally the furthest on the salary scale as of the date of layoff notice will have the greater seniority; but if a tie in seniority still exists, the tie shall be broken by lot, and the teachers affected by the lot shall have the right to be present at the drawing.

**Section E.** Where practicable, but consistent with the foregoing, the Committee shall attempt to lay off non-tenured teachers prior to laying off tenured teachers.

**Section F.** Where practicable, the Committee shall, on or before May 1 of the school year prior to the school year for which a position shall be eliminated, notify any teacher whose position has been eliminated.

**Section G.** Teachers laid off from a department shall be recalled in reverse order of layoff of all teachers from that department. In the event a teacher is recalled and refuses to agree in writing within 30 days following recall that such teacher will return to the School, the rights of that teacher under this Article shall lapse. Teachers who have been laid off shall have preference for all substitute assignments in their area of qualification. Any teacher returning to the School after layoff will be placed upon the salary schedule one step level in advance of the step level attained in the last year of employment at the School during which such teacher worked at least 91 days, subject, however, to the provisions of Paragraph D of Article XVIII, as amended.

**Section H.** Based on facts as of November 1, of each year, the Superintendent-Director shall assemble a list of the members of the bargaining unit covered by this Agreement according to seniority as defined in this Agreement as amended; and he shall supply a copy of such list to the President of the Association by December 1. If the Association desires to challenge the placement of any employee on the seniority list, the President shall, no later than January 15, of the same school year, submit to the Superintendent-Director a list of all such challenges, together with reasons therefor. The President and the Superintendent-Director forthwith shall attempt, in good faith, to expedite agreement between them to resolve all such challenges. If any challenges remain unresolved on February 1, of the same school year, then the parties shall submit same to expedited arbitration before Arbitrator Marcia L. Greenbaum, with the intention that her decisions will be rendered on all challenges as resolved between the President and the Superintendent-Director, or by the Arbitrator, shall be certified by the parties and shall become a part of this Agreement. The parties shall share equally in the cost of retaining the Arbitrator.

Teachers shall have recall rights for three (3) school years following the date of layoff.

The Superintendent-Director shall update the seniority list based on new facts as of November 1 of each year. Notwithstanding the updating and maintenance of the list, anyone who leaves the bargaining unit, consistent with Section C.2 of this Article, shall be removed from the list immediately and shall lose all rights to a position in the unit.

Appendix A

All Other Wage Items, **[Requirements for Salary Schedule Placement]**

**[Appendix A, Salary Schedule 2014 - 2015]**

**Requirement for Salary Schedule Placement**

**Schedule 1**

**Provisional Certification**

**Academic Certification with a Bachelor's Degree**

**Schedule II**

**Minimum Vocational Certification**

**Academic Certification with a Bachelor's Degree plus 15 s.h. credit**

**Schedule III**

**Minimum Vocational Certification plus 30s.h. credit**

**Academic Certification with a Bachelor's Degree plus 30 s.h. credit**

**Schedule IV**

**Minimum Vocational Certification plus 45 s.h. credit**

**Academic Certification with the Master's Degree**

**Schedule V**

**Minimum Vocational Certification plus 60 s.h. credit**

**Academic Certification with the Master's Degree plus 15 s.h. credit**

**Schedule VI**

**Minimum Vocational Certification plus Bachelor's Degree**

**Academic Certification with Master's Degree plus 30 s.h. credit**

**Schedule VII**

**Minimum Vocational Certification plus Bachelor's Degree and 15 s.h. credit**

**Academic Certification with Master's Degree plus 60 s.h. credit**

**Schedule VIII**

**Minimum Vocational Certification with a Master's Degree**

**Academic Certification with the Masters Degree plus 90 s.h. credit  
or an earned doctorate**

\* Vocational teachers shall not be able to apply past special educational courses required by the school to advance.

\*\* No teacher shall lose salary scale status because of the schedule change.

\*\*\* No teacher shall be able to use the salary scale change to "automatically" advance more than one schedule in the first three years of the contract.

2014-2015 2%								
STEPS	I/BA	II/BA+15	III/BA+30	IV/MA	V/MA+15	VI/MA+30	VII/MA+60	VIII/MA+90
1	\$ 46,817	\$ 48,126	\$ 49,436	\$ 50,740	\$ 52,048	\$ 53,351	\$ 54,655	\$ 55,960
2	\$ 48,996	\$ 50,297	\$ 51,610	\$ 52,919	\$ 54,222	\$ 55,538	\$ 56,835	\$ 58,144
3	\$ 51,171	\$ 52,482	\$ 53,795	\$ 55,095	\$ 56,402	\$ 57,714	\$ 59,011	\$ 60,323
4	\$ 53,351	\$ 54,655	\$ 55,960	\$ 57,272	\$ 58,577	\$ 59,882	\$ 61,191	\$ 62,493
5	\$ 55,528	\$ 56,835	\$ 58,144	\$ 59,446	\$ 60,758	\$ 62,058	\$ 63,364	\$ 64,676
6	\$ 57,714	\$ 59,011	\$ 60,323	\$ 61,629	\$ 62,932	\$ 64,241	\$ 65,543	\$ 66,851
7	\$ 59,882	\$ 61,191	\$ 62,493	\$ 63,803	\$ 65,109	\$ 66,416	\$ 67,720	\$ 69,031
8	\$ 62,058	\$ 63,364	\$ 64,676	\$ 65,980	\$ 67,287	\$ 68,599	\$ 69,904	\$ 71,202
9	\$ 64,241	\$ 65,543	\$ 66,848	\$ 68,156	\$ 69,468	\$ 70,773	\$ 72,077	\$ 73,384
10	\$ 66,416	\$ 67,720	\$ 69,031	\$ 70,334	\$ 71,637	\$ 72,953	\$ 74,257	\$ 75,564
11	\$ 68,599	\$ 69,904	\$ 71,202	\$ 72,513	\$ 73,817	\$ 75,124	\$ 76,434	\$ 77,740
12	\$ 70,773	\$ 72,082	\$ 73,384	\$ 74,690	\$ 75,997	\$ 77,306	\$ 78,610	\$ 79,911
13	\$ 72,967	\$ 74,261	\$ 75,564	\$ 76,874	\$ 78,179	\$ 79,481	\$ 80,786	\$ 82,097
14	\$ 75,124	\$ 76,434	\$ 77,746	\$ 79,044	\$ 80,354	\$ 81,661	\$ 82,969	\$ 84,272
15					\$ 82,533	\$ 83,835	\$ 85,146	\$ 86,452
2015-2016 2%								
STEPS	I/BA	II/BA+15	III/BA+30	IV/MA	V/MA+15	VI/MA+30	VII/MA+60	VIII/MA+90
1	\$ 47,753	\$ 49,088	\$ 50,425	\$ 51,755	\$ 53,088	\$ 54,418	\$ 55,748	\$ 57,079
2	\$ 49,976	\$ 51,303	\$ 52,642	\$ 53,977	\$ 55,307	\$ 56,649	\$ 57,972	\$ 59,307
3	\$ 52,195	\$ 53,532	\$ 54,871	\$ 56,197	\$ 57,530	\$ 58,868	\$ 60,191	\$ 61,529
4	\$ 54,418	\$ 55,748	\$ 57,079	\$ 58,417	\$ 59,748	\$ 61,080	\$ 62,415	\$ 63,743
5	\$ 56,638	\$ 57,972	\$ 59,307	\$ 60,635	\$ 61,974	\$ 63,299	\$ 64,632	\$ 65,970
6	\$ 58,868	\$ 60,191	\$ 61,529	\$ 62,862	\$ 64,191	\$ 65,525	\$ 66,854	\$ 68,188
7	\$ 61,080	\$ 62,415	\$ 63,743	\$ 65,079	\$ 66,411	\$ 67,745	\$ 69,074	\$ 70,411
8	\$ 63,299	\$ 64,632	\$ 65,970	\$ 67,299	\$ 68,633	\$ 69,971	\$ 71,302	\$ 72,626
9	\$ 65,525	\$ 66,854	\$ 68,185	\$ 69,520	\$ 70,857	\$ 72,188	\$ 73,519	\$ 74,852
10	\$ 67,745	\$ 69,074	\$ 70,411	\$ 71,741	\$ 73,069	\$ 74,413	\$ 75,742	\$ 77,075
11	\$ 69,971	\$ 71,302	\$ 72,626	\$ 73,963	\$ 75,294	\$ 76,627	\$ 77,962	\$ 79,295
12	\$ 72,188	\$ 73,524	\$ 74,852	\$ 76,183	\$ 77,517	\$ 78,852	\$ 80,183	\$ 81,509
13	\$ 74,426	\$ 75,746	\$ 77,075	\$ 78,412	\$ 79,742	\$ 81,071	\$ 82,402	\$ 83,739
14	\$ 76,627	\$ 77,962	\$ 79,301	\$ 80,625	\$ 81,961	\$ 83,294	\$ 84,628	\$ 85,958
15					\$ 84,184	\$ 85,512	\$ 86,848	\$ 88,181
2016-2017 2%								
STEPS	I/BA	II/BA+15	III/BA+30	IV/MA	V/MA+15	VI/MA+30	VII/MA+60	VIII/MA+90
1	\$ 48,708	\$ 50,070	\$ 51,434	\$ 52,790	\$ 54,150	\$ 55,506	\$ 56,863	\$ 58,221
2	\$ 50,975	\$ 52,329	\$ 53,695	\$ 55,057	\$ 56,413	\$ 57,782	\$ 59,132	\$ 60,493
3	\$ 53,239	\$ 54,602	\$ 55,968	\$ 57,321	\$ 58,681	\$ 60,045	\$ 61,395	\$ 62,760
4	\$ 55,506	\$ 56,863	\$ 58,221	\$ 59,586	\$ 60,943	\$ 62,301	\$ 63,663	\$ 65,018
5	\$ 57,771	\$ 59,132	\$ 60,493	\$ 61,847	\$ 63,213	\$ 64,565	\$ 65,924	\$ 67,289
6	\$ 60,045	\$ 61,395	\$ 62,760	\$ 64,119	\$ 65,474	\$ 66,836	\$ 68,191	\$ 69,552
7	\$ 62,301	\$ 63,663	\$ 65,018	\$ 66,381	\$ 67,739	\$ 69,099	\$ 70,456	\$ 71,819
8	\$ 64,565	\$ 65,924	\$ 67,289	\$ 68,645	\$ 70,006	\$ 71,370	\$ 72,728	\$ 74,079
9	\$ 66,836	\$ 68,191	\$ 69,548	\$ 70,910	\$ 72,275	\$ 73,632	\$ 74,989	\$ 76,349
10	\$ 69,099	\$ 70,456	\$ 71,819	\$ 73,176	\$ 74,531	\$ 75,901	\$ 77,257	\$ 78,616
11	\$ 71,370	\$ 72,728	\$ 74,079	\$ 75,442	\$ 76,800	\$ 78,159	\$ 79,522	\$ 80,881
12	\$ 73,632	\$ 74,995	\$ 76,349	\$ 77,707	\$ 79,067	\$ 80,429	\$ 81,786	\$ 83,139
13	\$ 75,915	\$ 77,261	\$ 78,616	\$ 79,980	\$ 81,337	\$ 82,693	\$ 84,050	\$ 85,413
14	\$ 78,159	\$ 79,522	\$ 80,887	\$ 82,237	\$ 83,600	\$ 84,960	\$ 86,321	\$ 87,677
15					\$ 85,868	\$ 87,222	\$ 88,585	\$ 89,945

<b>APPENDIX B</b>						
<b>RESPONSIBILITY</b>		<b>DIFFERENTIAL</b>			<b>DEPT. HEADS</b>	
<b>STEP</b>	<b># OF MEMBERS</b>		<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	
<b>1</b>	3		\$5,517	\$5,627	\$5,740	
<b>2</b>			\$6,069	\$6,190	\$6,314	
<b>3</b>			\$6,550	\$6,681	\$6,815	
<b>1</b>	4 to 7		\$6,550	\$6,681	\$6,815	
<b>2</b>			\$7,089	\$7,231	\$7,375	
<b>3</b>			\$7,602	\$7,754	\$7,909	
<b>1</b>	8 or more		\$7,602	\$7,754	\$7,909	
<b>2</b>			\$8,121	\$8,283	\$8,449	
<b>3</b>			\$8,643	\$8,816	\$8,992	
<b>GUIDANCE COUNSELORS AND SCHOOL ADJUSTMENT COUNSELORS</b>						
		<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>		
		\$ 4,647	\$ 4,740	\$ 4,835		

**MEMORANDUM OF AGREEMENT BETWEEN  
THE  
NORTHEAST TEACHERS ASSOCIATION AND  
THE  
NORTHEAST SCHOOL COMMITTEE**

The parties hereby agree that effective September 1, 2013 the Evaluation System described below shall be the sole system to evaluate all teachers and administrators and shall replace any systems and procedures in place prior to this date.

This shall be an addendum to the Collective Bargaining Agreement.

\_\_\_\_\_ Date \_\_\_\_\_  
Northeast Teachers' Association

\_\_\_\_\_ Date \_\_\_\_\_  
Northeast School Committee

## TABLE OF CONTENTS

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

1) **Purpose of Educator Evaluation**

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

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including walkthroughs and/or unannounced observations of practice of not fewer than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03). The educator must have been made aware that they are being observed, particularly in the case of “shop” educators.
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts

Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- F) **\*Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
- IV. **Improvement Plan** shall mean a plan developed by the Evaluator of no fewer than 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. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year, if the educator chooses to do so.
- H) **\*ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **\*Evaluator**: Any administrator or department head designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

- ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The evaluator(s) may be changed upon written request of the educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle. This process typically takes place at mid-cycle but may be scheduled at another time with the agreement of the Evaluator and the Educator.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.

This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of not fewer than 10 minutes in length 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.
- T) **\*Parties:** The parties to this agreement are the Northeast School Committee and the Northeast Teachers Association that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i. Standard 1: Curriculum, Planning and Assessment
  - ii. Standard 2: Teaching All Students
  - iii. Standard 3: Family and Community Engagement
  - iv. Standard 4: Professional Culture
  - v. Attainment of Professional Practice Goal(s)
  - vi. Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii. Elements: Defines the individual components under each indicator
  - iv. Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

DD) **Trends in student learning:** At least two years of data from the locally-bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low for the 2015-2016 DESE required reporting requirement and for every reporting year thereafter, at least three years of data from the locally-bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two mutually-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 three years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice of not fewer than 10 minutes.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work product as selected/supplied by the educator.
  - iv) Examination of student work sample elected/supplied by the educator.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including:
  - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
  - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree the rubrics attached to this agreement shall be used.

5) **Evaluation Cycle: Training**

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

Discuss that the following has impacts on time line in document (must be by 10/15/ according to timeline

- B) By September 30th of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the September 30th date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

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

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

A) **Completing the Self-Assessment**

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school, using the forms supplied in the appendix
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

B) **Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the primary evaluator or the supervising evaluator will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator

in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address instruction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.
- vi) The district shall provide its School Improvement Plan by the last day of the previous school year.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below. The parties agree to bargain this regulatory requirement after guidance has been issued by ESE.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school.

- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- iv) In conjunction with the Evaluator, goals shall be developed in one of the following ways:
  - a) individual educator
  - b) teams
  - c) departments
  - d) groups of educators who have similar roles and responsibilities

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced and may request one announced observations during the school year in which the district will comply.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

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

11) **Observations**

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

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full period classroom visitations for the purpose of evaluations and shall be no fewer than 10 minutes long.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days. The Educator shall be given a written document that summarizes the issues and actions needed to correct the issue(s)

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

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

12) **Evaluation Cycle: Formative Assessment**

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

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

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

- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
  - C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
  - D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
  - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
  - F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
  - G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
  - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 14) Evaluation Cycle: Summative Evaluation
- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
  - B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
  - C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review other than through the grievance process.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

- 0) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 15) Educator Plans - General
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
  - B) The Educator Plan shall include, but is not limited to:
    - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
    - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
    - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
  - C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and may include Educators with PTS in new assignments outside his/her current department.
  - B) The Educator shall be evaluated at least annually.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
  - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18 **Educator Plans: Directed Growth Plan**

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

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) Improvement Plan shall mean a plan developed by the Evaluator of 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. In those cases, where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year, which the Educator may complete upon mutual agreement with the Evaluator.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:

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

- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Principal determines that the Educator is not making substantial progress toward proficiency, the Principal will recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Principal will recommend to the superintendent that the Educator be dismissed.
- (e) The Principal is to recommend to the Superintendent that an Educator be dismissed. Should changes occur in the organization of the administration, alternative individuals may be identified as evaluating administrators through negotiations between the Association and Administration.

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

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

Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
---	--------

Evaluator meets-with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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

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

**B) Educators on Plans of Less than One Year**

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

**21. Career Advancement**

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

**22. Rating Impact on Student Learning Growth**

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

**23. Using Student feedback in Educator Evaluation**

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

**24. Using Staff feedback in Administrator Evaluation**

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

**25. Transition from Existing Evaluation System**

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

**26. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators/
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is

intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.05), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluators supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E.) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F.) Violations of this article are subject to the grievance and arbitration procedures. The parties recognize that the timelines and dates associated with the newly negotiated education evaluation system while agreed upon in good faith are to some extent place holders and untested. Thus, for the 2013-2014 school year, the Association agrees that a missed timeline alone less than five (5) school days shall not be subject of a grievance alleging a violation of the new educator evaluation system. The parties agree to monitor the implementation of the new educator evaluation system during the 2013-2014 school year including the actual implementation of the timelines, and agree to negotiate any proposed revisions to the timelines by June 15, 2014.

Index.....	Page
Academic Substitution Coverage.....	6
Advisors Stipends.....	19
After School Help Sessions.....	10
Anniversary Dates.....	17
Health Insurance.....	4-5
Coaching Stipends.....	18
Discipline Code.....	7
Duty-Free Lunch.....	7
Funeral Leave.....	13
Grievance Procedure.....	14-15
Hourly Rate.....	20
Length of School Day and Year.....	9
Longevity.....	20
Long-Term Disability Insurance.....	12-13
Maternity Leave.....	14
Personal Leave.....	12
Personal File.....	15-16
Posting of Vacancies.....	11
PPO and HMO .....	4-5
Salary Scale Progression .....	16-17
School Nurse and Librarian.....	19
Seniority .....	21
Sick Leave.....	12
Sick-Leave Buy Back.....	21
Sick Pool .....	12-13
Special Education Liaison Responsibility.....	7
Substitute Teachers.....	9
Teacher Evaluation Process, Appendix C.....	27-
Teacher Rights.....	15-16
Teacher programs.....	5
Unused Annual Sick Leave Allowance.....	12
Vocational Preparation Time .....	6
Workmen's Compensation.....	5

50