

**AGREEMENT
BETWEEN THE
AVON EDUCATION ASSOCIATION
AND THE
AVON SCHOOL COMMITTEE**

EFFECTIVE

September 1, 2020 – August 31, 2023

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this 1st day of September, 2020 by the Avon School Committee (hereinafter referred to as the Committee) and the Avon Education Association (hereinafter referred to as the Association).

Article I Definitions

Group 1 Employees

Shall be teachers, nurses, department heads, guidance counselors, school adjustment counselors, school psychologists and librarians. Unless otherwise indicated, Group 1 employees will be hereinafter referred to as the Teachers.

Article II Recognition

For the purpose of collective bargaining with respect to wages, hours, other condition of employment, and the negotiation of collective bargaining agreements, the Committee recognizes the Association as the exclusive bargaining agent and representative for teachers.

While the Association is the bargaining agent for the school personnel as herein defined, nothing in this contract shall be construed to remove the right to the individual person to contact the Superintendent or the Committee to consider the problem of any individual or group, except that as to matters which are covered by this contract.

Article III Rights of the Parties

School Committee Rights

Nothing in this Agreement shall be construed to in any way alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of Massachusetts, the laws of the United States, the By-laws of the Town of Avon, or any law or order pertinent thereto.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the School Committee.

Association Rights

Nothing in the above paragraph shall be construed to alter, modify, change or limit the rights of the Association as provided by the General laws, the Decisions of the Supreme Judicial Court of Massachusetts or any law or order pertinent thereto.

Article IV Deductions

A. Association Dues

The Committee hereby notes its acceptance on June 4, 1962, of the provisions of Section 17C of Chapter 180 of General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Avon all payroll deductions for the payment of dues to the Association duly authorized by the Teachers covered by this Contract and such other deductions as authorized and provided by the General Law.

In consideration thereof, the Association hereby agrees to indemnify the Committee and/or the Town of Avon for any and all costs which may arise from collection of or adverse judgment involved with these dues or any fees associated therewith.

B. Annuities' Deductions

Deductions for annuities shall be transmitted to the issuing insurer or selling company or corporation within seven (7) work days of the deduction being taken.

C. Payroll Deductions

Payroll deductions will be transmitted to any bank, credit union, or other institute for savings designated by the teacher within two (2) work days following the pay period.

Article V Collective Bargaining

For the purpose of collective bargaining, the parties shall meet at reasonable times to confer with respect to wages, hours and other conditions of employment, as hereinafter provided.

The Professional Rights and Responsibilities Committee of the Association (hereinafter referred to as the PR&R Committee) shall act in the name of the Association and shall represent the Association. The President of the Association, on or before June fifteenth (15th) each year, will notify the Superintendent, in writing, of the names and addresses of the officers, members of the PR&R Committee and other authorized agents of the Association. Any changes or modifications of this Contract shall only be made through negotiations between the parties.

The minutes of each School Committee meeting shall be forwarded to the President and Secretary of the Association within ten (10) days of their approval by the School Committee.

Article VI Grievance Procedure

Both parties to this Agreement recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance Procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonably justified under the terms of this Agreement and whether there is reasonable cause to

believe that the claim is true in fact. This procedure shall be informal as far as possible and confidential at all times. The following procedure shall be observed unless otherwise waived or agreed with written consent of both parties:

Informal Meeting: It is required that prior to entering Step 1 of the formal grievance procedure an informal meeting of the two or more persons directly involved in any potential grievance will have taken place. The informal meeting must occur within twenty-one (21) calendar days of the event giving rise to the grievance at this step by the PR&R Committee.

Step 1: If the grievance is not resolved at the informal meeting, it shall be presented in writing to the principal and/or supervisor within fourteen (14) calendar days of the informal meeting. The written grievance shall set forth the specific provisions of the Agreement which allegedly have been violated, and all facts upon which such allegations are based as well as the remedy suggested. The principal and/or supervisor shall respond within fourteen (14) calendar days of the receipt of the grievance.

Step 2: A grievance which has not been resolved by the principal and/or the supervisor at Step 1 or one which has been denied by the Superintendent at the informal meeting, shall be presented in writing as required at Step 2 to the Superintendent. Within fourteen (14) calendar days of the preceding response, the written grievance shall be sent to the Superintendent, the chairman of the PR&R Committee, and where applicable, the principal and/or supervisor. Within fourteen (14) calendar days thereafter, the Superintendent, the aggrieved person or persons, a representative of the PR&R and, where applicable, the principal and/or supervisor shall meet to discuss the grievance in an effort to resolve the matter. The Superintendent shall respond in writing within fourteen (14) calendar days of such meeting.

Step 3: If the grievance is not resolved at Step 2, the PR&R Committee may within fourteen (14) calendar days of the Superintendent's response, request a meeting with the School Committee. The School Committee will meet with the PR&R Committee, the grievant(s), the Superintendent and, where applicable, the principal and/or supervisor within fourteen (14) calendar days of the request.

Step 4: If at the end of twenty-one (21) calendar days following presentation to the School Committee, the grievance has not been resolved to the satisfaction of the PR&R Committee or School Committee, either party may request arbitration by giving written notice of same to the other party and to the Superintendent. Within seven (7) calendar days of the receipt of the request for arbitration, a demand for arbitration to and in accordance with the rules of the American Arbitration Association, must be filed with a copy of the request sent to the other party and to the Superintendent.

All grievances which are initiated during the school year and are not processed to the end of Step 3 by the end of the school year, shall resume on the first student day in the subsequent school year. Grievances which are filed during the summer months will be considered to have been initiated effective the first day of the subsequent school year.

The Arbitrator shall have no authority to alter, amend or waive any provision of this Contract, and he/she shall determine the controversy in accordance with the express terms of this Contract.

The fees and expenses, if any, of such arbitration shall be shared equally by the Committee and the Association. The findings shall be final and binding upon the Committee, the Association and the aggrieved.

Time limits may be waived by mutual agreement of the parties. Any grievance under this provision shall be deemed waived if the action required to present it to the next step shall not have been taken within the time specified.

No written communication, other documents, or record arising out of this Article shall be filed in the personnel file maintained by the Avon Schools.

Article VII Association Activity

Except as provided herein, the Association agrees that no teacher will engage in Association activity during the time he/she is assigned to teaching or other yearly professional assignments.

Meetings and conferences as herein provided shall not interfere with or upset regular school programs.

Article VIII No Strikes, Work Stoppage, Slow-Down, etc.

The Association on its own behalf and on behalf of each of the teachers that it represents, hereby agrees and covenants that, during the term of the Agreement, it will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of services, including extracurricular services, from the employer, Avon School Committee and the Town of Avon. It is further agreed that the Association will not interfere, restrain or coerce any person from seeking employment with the Avon School Department during the term of this Agreement.

It is further agreed that any teacher covered by this Agreement who violates this provision or any part thereof subjects himself or herself to disciplinary action.

Article IX Mutual Understanding Meetings

The parties shall meet at the request of the School Committee or the Association to discuss matters of concern to both parties and matters concerning the general education of the children in the public schools.

These meetings are to encourage a free exchange of ideas between the parties and to provide an opportunity for discussion of matters not covered by this Contract.

The Superintendent or his/her representative shall endeavor to be present at these meetings and to participate in the discussions. By agreement of the parties, persons with particular qualifications and experience in the field of education and related matters may participate in the meetings.

It is the intention of the parties that this dialogue will continue to foster and encourage a sound educational system while at the same time insure a harmonious relationship between the parties for the good of the children of the Town of Avon.

Any matters that are agreed to by both parties during the course of this meeting, may, by mutual agreement, be reduced to writing, signed and become an appendix to this Contract.

Article X Teaching Day

A.1 The normal day for teachers shall be seven (7) hours, inclusive of the thirty (30) minute duty-free lunch referenced below. The instructional day shall be six (6) hours, twenty (20) minutes in grades 1-6 and six (6) hours, thirty (30) minutes in grades 7-12. The normal starting time for teachers in each building shall be no less than ten (10) minutes before the start of the student day and shall be established by the Administration after consultation with the teachers. The normal end of the day shall be seven (7) hours after the starting time except for ten (10) days per school year (not to exceed two (2) meetings in a single calendar month), when teachers may be required to stay for up to one (1) additional hour after the teacher's contractual work day, and with the further understanding that no such meeting will be scheduled on the last school day of the year.

2. Required attendance at "Back to School Nights" and similar evening meetings shall be limited to four (4) such night meetings, each evening being of no more than two-and-one-half (2 ½) hours in duration, per school year, with an Ad Hoc Meeting composed of the Superintendent and the President of the Association to consider whether additional night meetings are necessary. The dates for night meetings will be established for the first half of the year by September 30, and for the second half of the year by January 15.

B. The School Committee, at its discretion, may suspend regular classes at any time during the school year for the purpose of conducting workshops for staff members when it is in the best interests of the program. Workshops at an individual school will begin within thirty (30) minutes of the close of school for students and shall end at or before the close of the normal school day for teachers. Systemized workshops will begin within thirty (30) minutes of the close of the last school in the system and shall end by the close of the normal day for teachers unless extended by mutual consent of the Association and Administration. In all instances, teachers are required to complete their normal school day.

C. Teachers in Grades 7-12 shall have one (1) unassigned period of approximately forty-eight (48) minutes daily for professional preparation in addition to their duty free lunch period. Professional preparation time may include a weekly team meeting or student assessment meetings. Further, they shall have one (1) supervision period which may include supervision of individualized sessions of existing programs, independent study, remedial studies, or teacher-initiated enrichment programs as well as study halls, lunchroom supervisions, curriculum work or administratively assigned non-teaching professional responsibilities. Programs involving significant additional preparations may be undertaken if in the best interest of students and arranged in a

manner agreeable to the individual teacher and administrator and that is equitable with workloads of other teachers at that level. The employer may assign an employee to do class coverage during their supervision period. The employer shall not be required to pay the class coverage rate when an employee covers a class during their supervision period.

A preparation period is defined as a period during which an employee shall have the right to use their professional judgment to determine how they utilize the allotted time during the period. The employer shall maintain the right to assign an employee to be at a meeting during not more than one (1) preparation period per week. There is no restriction on the type of meeting. Such meetings shall include, but are not limited to, IEP meetings, Team meetings, and Grade Level meetings. In addition to the ability to assign an employee to a meeting during one (1) preparation period per week, the employer shall have the right to assign class coverage to an employee for one (1) preparation period per week without the need to pay the class coverage rate. The employer will make every effort to release the employee from their supervision duty. – While the employer shall strive to avoid assigning an employee to do a second (2nd) class coverage during their preparation period in the same week, it shall have the right to do so. However, the employee shall be paid the class coverage rate as defined in Article XX, Section P.

D. Teachers, including Special Subject Teachers, in Grades 1-6 shall have five (5) unassigned periods per week, one (1) per day schedule permitting, of a minimum of forty-five (45) minutes each for professional preparation in addition to their duty free lunch period. Pre-school and kindergarten teachers will be provided preparation time of either one forty-five (45) minute period or two thirty (30) minute periods per day schedule permitting. Reasonable effort will be made to provide teachers with one (1) preparation period daily, including conferring with the teachers in case of scheduling conflicts. A preparation period is defined as a period during which an employee shall have the right to use their professional judgment to determine how they utilize the allotted time during the period. The employer shall maintain the right to assign an employee to be at a meeting during not more than one (1) preparation period per week. There is no restriction on the type of meeting. Such meetings shall include, but are not limited to, IEP meetings, Team meetings, and Grade Level meetings.

Upon execution of this agreement, at the Middle-High School level only, a second unassigned period per six (6) day cycle may be used for a team meeting, student assessment or other meeting provided the teacher has two (2) unassigned periods on that day in addition to the duty free lunch.

E. A policy of equity of workload shall be observed and any additional in-school time requirement for teachers may be undertaken if it is in the best interest of the students and is arranged in a manner agreed to by the teacher or representative of the Association and the Administration. In the event that agreement between the parties cannot be reached and after an attempt to resolve differences has been made by the Superintendent, the School Committee shall exercise its authority to make the final decision after careful and judicious review of the concerns of all parties affected.

F. In addition to their regular salaries, all teachers will receive travel compensation from September to June inclusive as follows:

1. \$10 per month if scheduled to more than one school per day.
2. \$20 per month if scheduled to more than two schools per day per week.

G. Scheduling of the Special Subject Teachers (teachers in the areas of Art, Music, Physical Education, Speech, Remedial Reading and Systemized Librarian) will be done by administrators in consultation with the teacher. Final approval of all scheduling shall be subject to the approval of the Principal.

H. Teachers shall be insured by the Town, providing protection for required travel related to the professional duties.

I. Teachers, grades 7-12, may be required to remain at school an additional one-half hour for the purpose of the supervision of students serving detention or for other extraordinary circumstances. Each teacher may be required to remain for this purpose no more than once each calendar month. The teacher would be compensated for this duty at the previously offered sum of \$20.00 per hour.

J. A grade 7-12 teacher who is requested by administration and who agrees to teach a sixth period shall receive an additional stipend of one-seventh of his/her Appendix A salary. If the assignment is for less than a full school year, then the additional stipend shall be prorated.

K. Nurses shall remain on-call during their lunch period. Nurses shall not be scheduled for preparation periods.

L. The parties agree to create a Joint-Labor Management Committee to examine the Middle High School schedule in light of a potential 7 period day and recommendations from NEASC for Common Planning. This Committee shall meet during the 2017-2018 school year and make recommendations to the parties for the 2018-2019 school year and beyond. There shall be no changes to the Middle High School schedule without mutual agreement.

Article XI School Year

A. Upon execution of this agreement, the School Year shall begin no earlier than the Monday before Labor Day except that teachers will not be required to work on the Friday before Labor Day.

In either case, the School Year shall be no less than the minimum established by the State Board of Education and may extend beyond June 30 due to "No School Days" or other emergency in order to comply with State requirements.

B. The School Year shall exclude the December, February, and April school breaks unless provided otherwise in order to comply with State requirements.

C. The work year for teachers shall consist of 184 days. The day before Thanksgiving will not be scheduled as a work day. Upon the execution of this agreement, two days shall be scheduled before the children's school year begins. For the equivalent of one day, teachers will attend staff meetings and/or professional development. The equivalent of one day shall be set aside for use exclusively by the teachers for the purpose of preparing for the opening of school.

Two full days of professional development shall be scheduled by the Administration after the first day of the opening of school and prior to the final day of the close of

school. These full day professional development days will be denoted on the school calendar. A nurse may request one full day to attend a professional development opportunity on a non-school day in lieu of attending a teachers' professional development day.

The final day of school shall be a half day of school for students. Teachers shall remain on this day until the completion of the year end check list which has signed off by the Principal. Upon completion of all assigned duties, teachers may be released by the Building Principal.

D. It is further agreed that nothing in this Agreement shall be construed to prohibit reasonable requests of the Superintendent and/or Principal concerning normal routine professional duties to be performed before and after the school day and/or school year as is the present policy.

Article XII Temporary Leaves of Absence

A. Annual sick leave shall be accumulated at the rate of one and one-half (1 ½) days per month during the school year up to fifteen (15) days per year with total accumulation to be unlimited.

B. Effective September 1, 2002, within the fifteen (15) days allowed teachers may use, at their own discretion, three (3) days with full pay for personal reasons of an unavoidable nature which required absence during school hours provided sufficient notice is given.

Effective September 1, 2006, within the fifteen (15) days allowed, teachers may use, at their own discretion, three (3) days with full pay for personal reasons of an unavoidable nature which requires absence during school hours provided sufficient notice is given subject to the following:

1. One (1) personal day with full pay may be used before or after a holiday, weekend or vacation without a written reason, unless a professional development day has been scheduled on that day, in which case a personal day may not be taken on that day, unless specifically approved by the Superintendent.

2. Two (2) personal days with full pay may be used before or after a holiday, weekend or vacation provided a written reason is submitted and prior approval is granted by the Superintendent.

3. One (1) personal day may be divided into two (2) half personal days with a written reason provided a written reason is submitted and prior approval is granted by the Superintendent.

C. In addition to the three (3) days allowed in Section C., the Superintendent may authorize absences without pay for teachers for personal reasons. Requests for additional personal days must be made in writing, submitted to and approved by the Superintendent, prior to the event.

D. Effective September 1, 2002, teachers shall be entitled to up to five (5) days with full pay as a result of a death in the immediate family and these days shall not be deducted from annual sick leave. The term "immediate family" shall apply to husband, wife, son, daughter, stepson, stepdaughter, foster children, father, mother, sister, or brother, grandparents as well as similar relatives of the

current spouse or members of the immediate household. Teachers shall be entitled to one day per school year with full pay as a result of a death of someone other than the immediate family and this day shall not be deducted from annual sick leave.

E. Parental leave, consistent with the provisions of State and Federal law, will be granted to all teachers. Bargaining unit members on Parental Leave, as defined by state law, may use up to twenty (20) days of accrued sick time for Parental Leave.

F. Within the fifteen (15) days allowed, teachers may use up to six (6) days per year for illness in the immediate family as defined in Section D above.

G. Effective September 1, 2003, on retirement, resignation, death or in the event of a reduction in force, teachers shall be entitled to receive remuneration for each day of unused sick leave based upon the following formula:

<u># of Days</u>	<u>Amount Per Day</u>	<u>Maximum Allowed</u>
1 – 90	\$30.00	\$ 2,700.
91 – 180	\$45.00	\$ 4,050.
Over 180	\$65.00	Unlimited

Effective September 1, 2002, prior written notification is not required in the case of a death or reduction in force. In the event that a teacher notifies the Superintendent in writing on or before November 1 of the year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any teacher, who notifies the Superintendent after November 1, shall receive payment on or about the July 1 of the second fiscal year following the retirement or resignation. In the case of a death, payment shall be made to the estate of the teacher.

For teachers whose start dates are after August 1, 2014, this payout shall be limited to 180 days and shall not be available upon resignation.

SICK BANK

A. The AVON PUBLIC SCHOOL TEACHER’S SICK BANK, maintained by the Superintendent for teachers, shall be administered by a Sick Bank Committee consisting of four (4) members: two (2) members from the Administrative staff and two (2) participating members of the Association. In the event of a tie vote by the Sick Bank Committee, the decision to allow use of the sick bank shall be in favor of the applicant.

The Sick Bank Committee shall determine the eligibility for use of the bank and the amount of leave to be granted. Decisions of the Sick Bank Committee are final and binding and are not subject to appeal or the grievance arbitration procedure. The following criteria shall be used by the Sick Bank Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness or injury.
2. Prior utilization of all eligible sick leave.

B. Teachers who are in their first year of employment may join the Sick Bank by signing an agreement by the first day of school, whereby they agree to contribute two

(2) sick days by the end of their first year of employment, and two (2) additional sick leave days by DECEMBER 1 of their second year. Effective September 1, 2009, a teacher who is in his/her first year of employment may join the Sick Bank by signing an agreement and forwarding that signed agreement to the central office to the attention of the Superintendent of Schools within fourteen (14) calendar days of his/her first day of work, whereby he/she agrees to contribute two (2) sick days by the end of his/her first year of employment, and two (2) additional sick leave days by DECEMBER 1 of their second year.

C. Teachers who do not join initially may join for subsequent years by contributing four (4) days of their accumulated sick by June 30 of the current school year.

D. Only those teachers who join the Bank will be eligible for Sick Bank days. Upon recommendation of the Superintendent and approval of the School Committee, a teacher may be permitted to draw up to fifteen (15) days of sick leave in advance, provided, however, that should a teacher who has been advanced sick leave, leave the service of the Town of Avon, then said teacher shall be allowed only that sick leave that has been actually accumulated and the excess sick leave which has been granted shall be deducted from any final pay due or repaid.

E. If for any reason the Sick Bank falls below one hundred (100) days, eligible teachers not presently on sick leave and utilizing the Sick Bank, shall donate an additional day of accumulated sick leave.

F. The initial grant of sick leave by the Sick Bank Committee to an eligible teacher shall not exceed thirty (30) days.

G. Upon completion of an initial grant of sick LEAVE FROM THE Sick Bank, the period of entitlement may be extended up to a total of an additional one hundred and fifty (150) days by a majority vote of the Sick Bank Committee upon demonstration of need by the applicant.

Article XIII

Absence for Professional Purposes

The Superintendent may authorize absences of teachers for professional purposes with full pay. The teacher shall make application for the authorization of such absences at least ten (10) days in advance of their occurrence, unless extenuating circumstances prevent ten (10) days' notice.

It is also agreed that two (2) teachers from each school shall be allowed to attend the NCTA Convention each year. Said teachers shall be elected at each school.

Article XIV

Leave Without Pay

A. Leave of absence without pay may be granted by the Superintendent.

B. Teachers may apply to the Superintendent, in writing, for extended leave without pay up to one (1) year, at the discretion of the Superintendent.

C. 1. Teachers shall be granted a Leave of Absence without pay for a one (1) year period to explore an alternative career. Such leave shall be limited to no more than one (1) staff person per school year. In the case of more than one (1) applicant, the teacher with seniority will be granted the leave first.

2. Request for Career Exploration leave shall be submitted in writing to the Superintendent with the reason therefore before May 1 of the year preceding the requested leave. The Superintendent shall act on such a request within thirty (30) days and a search for a one (1)-year replacement shall be instituted. Final determination of the qualifications and availability of a replacement shall be made by the Administration and notice shall be given to the teacher prior to June the fifteenth. In the event that a qualified replacement cannot be found, the teacher shall return to work and shall be granted a Career Exploration Leave for the following School Year if requested by said teacher.

3. Career Exploration Leave must involve an alternative career and will not be credited as experience on the salary schedule. Failure to notify the Superintendent in writing of an intention to return by April 1 of the school year in which the leave is taken shall result in forfeiture of a teacher's position. Upon return, the teacher shall be restored to full benefits due at the beginning of the leave period.

Article XV

Dependents Enrollment Program

Teachers may be entitled to enroll their children as students in the Avon Public Schools subject to School Choice admissions standards established by the School Committee for nonresident students.

Article XVI

Resignations

All teachers resigning from the Avon Public Schools shall present notice of their resignation in writing at least thirty (30) days prior to the date of resignation.

Article XVII

Vacancies

Whenever a vacancy occurs during the school year, it will be publicized by the Superintendent by means of a notice posted in each school for a period of five (5) days and concurrently to the school e-mail addresses of the union president and building representatives. For positions other than a classroom teacher, the qualifications, duties and rate of compensation shall be clearly set forth. Said qualifications shall not be changed without notice in advance to the Avon Education Association. (Any bargaining unit member who applies for an Appendix B stipend position will be provided an interview.) When qualifications of the applicants are equal as determined solely by the Superintendent, first consideration in employment will be given to the teacher presently

employed by the School system. Said decision of the Superintendent shall be final and shall not be subject to the grievance and arbitration provision of this Agreement.

Article XVIII Sabbatical Leave

A. The privilege of sabbatical leave of up to one (1) year may be granted to a member of the professional staff after seven (7) consecutive years of service in the Avon Schools. The Superintendent may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school. The granting of sabbatical leave shall be discretionary with the Superintendent and shall not be subject to the Grievance Procedure as defined in Article VI of this Agreement.

B. The purpose of the policy on sabbatical leave is three-fold:

1. Recognition of professional excellence.
2. Encouragement of professional growth for all members of the professional staff.
3. Improvement of the Avon Schools.

C. The granting of sabbatical leave shall be predicated upon demonstrable professional growth and promise as evidenced by recommendations of superiors; award of scholarships, fellowships, or grants, participation in a graduate program leading to a higher degree, certificate, or academic concentration.

D. In implementing sabbatical leave, the following guidelines will be observed:

1. Sabbatical leaves may be combined with programs of study, research, writing, or travel which are financed by outside non-commercial agencies such as universities or foundations.
2. A member of the professional staff who has been granted a sabbatical leave shall serve for an additional seven (7) years before being eligible for consideration for a second sabbatical leave.
3. Preliminary requests for sabbatical leave shall be made in writing to the Superintendent before October 1st of the school year preceding the school year for which the leave is requested.
4. Final application for sabbatical leave shall be made on or before January 15 or as agreed upon by the Superintendent and the applicant. The applicant will provide with his application a detailed sabbatical leave plan to include a complete statement of aims and objectives and the procedures whereby these aims and objectives are to be achieved.
5. Prior to the granting of such leave, the applicant shall enter into a written agreement with the Superintendent that following the expiration of the sabbatical leave period he/she will return to active service in the Avon schools for a period equal to twice the length of such leave; and that, in default of completing such service, he/she will refund to the Town of Avon an amount equal to such proportion of salary received by him or her while on leave as the amount of service not actually rendered as agreed upon bears to the whole amount of service agreed to be rendered.
6. Members of the professional staff on sabbatical leave shall retain those rights of salary, professional teacher status, seniority, and all other rights which would

otherwise be theirs if they were actively teaching in the System during the period of said leave.

7. The Superintendent, in considering these recommendations for sabbatical leave, will take account of the number of persons on the professional staff making application, the effect of the absence of these persons upon the school and the relative benefits to the Avon schools of the various plans for sabbatical leave which may be granted.

8. The Committee will pay a salary to the applicant during the period of such approved leave, equal to the salary of a beginning teacher without experience at the applicant's appropriate column of the salary schedule.

9. Nothing in this section is to be interpreted as guaranteeing a sabbatical leave to any member, or group of members, of the professional staff. An individual denied sabbatical leave by the Superintendent may apply in writing within (15) days of notification of same for a hearing to the School Committee. The School Committee will hear this individual at the next regularly scheduled meeting. The Superintendent and Committee reserve the right to limit the number of such leaves to be granted in any given school year.

Article XIX Class Size

The Committee and the Association recognize that class size can be an important factor in good education and the Committee will, subject to space availability and all other education considerations, ensure that class size is conducive to an effective learning atmosphere. However, the final decision on matters relating to class size will be made by the Committee in the best interest of all parties.

Article XX Compensation Provisions

A. The salary schedule for the 2020-2021, 2021-2022, and 2022-2023 school years shall be as attached as Appendix A.

B. The Master's +15, Master's +30 and Master's +45 columns of the salary schedule mean that a teacher must first earn his Master's degree before applying for compensation on these columns.

C. Longevity-

Section 1. Effective September 1, 2002, on retirement, resignation, death or in the event of a reduction in force, teachers, who have twenty years of teaching experience in the Avon Public Schools, shall be entitled to a stipend equal to ten (10%) percent of their base pay. This payment shall not be available upon resignation for teachers whose start dates are after August 1, 2014.

The first notification that a teacher gives of his/her intent to retire or resign may be revoked by the teacher. The second notice, however, is irrevocable unless the Superintendent in his/her sole discretion determines that said retirement or resignation may be revoked.

Prior written notification is not required in the case of a death or reduction in force. In the event that a teacher notifies the Superintendent in writing on or before November 1 of the year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any teacher, who notifies the Superintendent after November 1, shall receive payment on or about the July 1, of the second fiscal year following the retirement or resignation. In the case of a death, payment shall be made to the estate of the teacher.

Section 2. Teachers who have completed 14 years or more of service shall receive an annual stipend payable no later than December 15 each year as follows:

Years Completed	Stipend
14 to 17	\$1,500
18 to 22	\$2,600
23 to 27	\$3,200
28 or more	\$4,000

A teacher who has received longevity payments under the former Article XX Section 3 (3 payments of \$4,000 totaling \$12,000) is not entitled to the longevity stipend payments above. Individuals will move into regular longevity once they have “equaled out” their earnings under this provision with what their longevity would have been. The following stipends are payable only to those teachers who have received longevity payments under the former Article XX Section 3. Such payments shall be received in an annual stipend payable no later than December 15 each year as follows:

Years Completed	Stipend
17 to 24	\$500
25 or more	\$800

D. Teachers who move horizontally across the Salary Schedule due to change in credit or degree status shall receive appropriate remuneration effective two (2) periods during the course of the school year as follows:

September 30 (Retroactive to beginning of year)

This payment shall be effective on the second pay date following the above date that immediately follows the official completion of course requirements as shown on the official transcripts or grade reports, providing that notice has been given to the superintendent in writing on or before November 1st of the prior contract year indicating on what date the change will take effect.

E. Teachers leaving the School System during the school year shall be paid by multiplying their per diem rate (annual salary divided by 184) times the number of days taught including sick leave, personal leave- and any other paid leave to which the

teacher may be entitled under this Agreement or by law. The result after comparison with sums already paid is the amount due to or owed by the teacher.

F. Teachers who leave the Avon School Department to enter mandatory military service shall, upon their return be placed upon their proper step of the salary schedule as though they had been employed during their period of absence.

G. Teachers will receive their total annual salary in 22 or 26 (1/26ths) with a lump sum payment commencing in September and ending in June. (Choose one of the two plans.)

H. Providing the advance approval of the Superintendent and the School Committee is obtained, the Committee will pay the actual expenses (such as fees, meals, lodging and/or transportation) incurred by teachers who attend in-service training courses, workshops, seminars, conferences, special designated courses requested by the administration and other professional improvement sessions plus a \$35.00 per hour stipend.

I. Automobile Compensation- Teachers authorized to use their motor vehicle shall be compensated at the rate approved by the IRS.

J. Supervision of athletic and other school related events shall be done on a voluntary basis at the rate of \$32 per single assignment or \$64 per double assignment. A single assignment shall mean one game, concert, play, exhibition, etc. A double assignment shall normally mean either two varsity, two JV, or a JV and a varsity contest consecutively held on the same day. The administration shall determine the need for and the number of supervisors.

K. "The teachers' portion insurance programs shall be paid with before tax monies." (Legal Reference: Chapter 125, of the Internal Revenue Code)

L. Effective September 1, 2008, teachers employed in the positions of guidance counselor/school psychologist and librarian shall receive additional salary to that provided in Appendix A in the annual amount of \$2,500. In consideration of this additional compensation, the librarian shall work one hour beyond the work day which shall be at the end of the teacher day unless another time of day is approved by the building principal. The guidance counselors/psychologists shall work 8 additional days during the school year. Specific days will be determined by the building administrator in collaboration with the Assistant Superintendent for Pupil Services and the guidance counselors/psychologists. No salaries or stipends shall be paid in addition to the Appendix A salary unless such compensation is expressly set forth in this Agreement.

M. Any teacher shall be entitled to tuition reimbursement to a maximum of \$1,000.00 per year, with a cap on the overall tuition reimbursements of \$20,000 per school year. Tuition reimbursement will be distributed to the teachers who submitted an approved request for reimbursement on a first come, first serve basis until the cap of

\$20,000 is reached. Tuition Reimbursement may be used for the costs of the National Teacher Board Certification.

N. The stipends for the Coordinating Teachers and Elementary After-school Activities Program Coordinator shall be \$2,000. per school year for the life of the contract.

O. Department Head Compensation shall be equal to 10% of B step 1. Department Heads will serve on ACT only when their department discipline is being reviewed by ACT. In this event the Department Head will receive an extra amount of \$1,330. In addition department heads shall have one preparation period per day and one period per day for department head work with no supervisory assignments.

P. A teacher who covers a class for an absent specialist, classroom or subject area teacher shall be compensated at the rate of twenty (\$20) dollars per period. As described in Article X, Sections C & D, a teacher who covers a class during their preparation period more than once a week for an absent specialist, classroom or subject area teacher shall be compensated at the rate of thirty (\$30) dollars per period.

Q. Teachers shall be compensated at the rate of thirty-five (\$35) dollars per hour for serving on a committee or in a focus group that is scheduled beyond the contractual work day and/or work year.

R. A mentor teacher shall be paid five hundred dollars (\$750) per year.

Article XXI

Remuneration For Additional Extra-Curricular Duties

A. Remuneration shall be paid for extra-curricular duties computed according to an "Extra-curricular Salary Formula" which considers time, responsibility, and experience. Extra-Curricular activities, in grades 7-12 shall normally begin no earlier than twenty-five (25) minutes following the end of the class day.

The base pay for computation purposes shall be 0.0085 of the Bachelor's minimum. Said determination will be by the administration and approved by the School Committee. Disputes concerning said determination shall not be subject to the grievance procedure as provided in Article VI of the Agreement.

B. The number of factors and breakdown thereof of each position covered by the extra job formula shall be attached as an appendix to but not as a part of this Agreement. Should factors be changed during the school year, this information shall be made available to the President of the Avon Education Association as soon as possible.

Article XXII

Rules and Regulations

A copy of the Rules and Regulations of the School Committee will be placed in each school as soon as same is available.

**Article XXIII
Leaving Building**

Teachers may be permitted to leave the school building during unscheduled work time with prior permission of the Principal. Said permission shall not be unreasonably withheld. A sign-out, sign-in log shall be maintained in the Principal's Office to record departure, destination, or reason for leaving and return by teachers who have been granted permission to leave the building.

**Article XXIV
Lesson Plan Books**

Teachers shall be required to maintain a weekly lesson plan book and shall be responsible, at all times, for ensuring that adequate provision has been made for the smooth assumption of their teaching and supervisory responsibilities by substitute teachers.

**Article XXV
Teacher Work Rooms**

A high school teacher workroom with a telephone and computer will be provided if it is possible to do so within space limitations. The basic charge for the telephone will be borne by the School Committee with all additional charges borne by the Association.

Facilities will be made available in teacher workrooms, for the Association, at its own expense, to install mailboxes.

**Article XXVI
Duration**

This Contract shall commence September 1, 2020 and shall continue in effect to and including August 31, 2023. Salary schedules shall be effective with the first day of the teacher work year. Negotiations on all matters shall commence after September 1, 2022 providing that either party has notified the other party, in writing, of its desire to negotiate prior to September 1, 2022.

**Article XXVII
Adverse Actions**

A. Complaints in writing regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher, provided the complaint is not subject to criminal investigation.

B. No teacher serving with professional teacher status shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

**Article XXVIII
Teacher Evaluation**

All teachers shall be evaluated according to the procedures in the Avon Teacher and Caseload Educator Evaluation Contract Language which is attached to, and made part of, this collective bargaining agreement as Appendix C.

**Article XXIX
Reduction in Force**

The School Committee retains the right to determine the number of professional positions which are needed in the school system. In the event that financial limitations, pupil enrollments, curriculum changes or similar considerations cause the Committee to eliminate any positions covered by this Agreement, the following lay-off procedures shall apply:

SECTION 1: The Committee shall make every effort to accomplish said reductions by attrition.

SECTION 2: A teacher serving with professional teacher status shall not be laid off if there is a teacher without professional status whose position the teacher with professional status is qualified to fill.

SECTION 3: Layoffs shall be conducted within areas of certification in inverse order of seniority. A junior teacher may be retained, however, if in the committee's reasonable judgment no senior teacher is presently qualified to perform the position of the said junior teacher. A teacher reached for lay-off in a specific area of certification may bump a junior teacher in another area of certification provided said teacher is properly certified and in the reasonable judgment of the Administration is presently qualified to perform the position held by the junior teacher.

To exercise bumping rights a teacher must, within fourteen (14) calendar days of receipt of lay-off notice, file with his/her immediate supervisor a notice of the Teacher's desire to bump into a specific position. The notice shall include the name of the present incumbent in such position and describe the teacher's qualifications. Within fourteen (14) calendar days thereafter, the immediate supervisor shall send notice to the teacher of the action on the bumping request.

Part-time teachers, whose original appointment in the Avon Public Schools was as a part-time teacher, may not bump into a full-time position regardless of seniority.

SECTION 4: Certification shall mean that the teacher has on file with the Office of the Superintendent evidence that the teacher possesses certification from the State Department of Education. Such evidence must be on file by March 1 of each school year.

Seniority shall mean the teacher's length of continuous service (assumption of duties, not appointment) in year, months and days in the Avon School System. In cases of identical entry into the Avon School System, seniority shall be considered equal.

Teachers shall be credited for the seniority purposes up to a maximum of one (1) year for time spent on any leave of absence provided for in this Agreement. Any time spent beyond one (1) year on leave (s) of absence by any teacher shall be construed to break active service; and seniority will mean the total number of years, months and days preceding the leave, added to the total number of years, months and days after resuming active service after such leave(s) of absence. Resignation shall be deemed to break seniority, and in the event of reemployment, seniority shall be computed from the date of the most recent assumption of duties.

For purposes of this Article, the term "Qualified" shall mean that the teacher possesses the requisite state certification for the position, and has taught in said area of certification for at least one full year.

SECTION 5: The School Committee will meet with the AEA President by May 1 of the school year preceding the school year in which layoffs would take effect. Teachers to be laid off shall be notified in writing of layoff by June 1 of the school year preceding the school year in which the layoffs will take effect. Said notice shall include the specific reasons for the layoff. Layoffs shall be deemed effective on midnight August 31 next following the notice provided above.

SECTION 6: Teachers serving with professional teacher status, and who are laid off shall have recall rights for two (2) years from the effective day of layoff. During this period of time, teachers on layoff shall be recalled to fill vacancies and new positions which the Administration reasonably judges they are presently qualified to fill, in inverse order of layoff. While members of the bargaining unit continue to have recall rights, the Administration agrees not to hire any new teachers unless the Administration reasonably judges that no teacher with recall rights is presently qualified to fill the vacancy.

In the event that a teacher elects to have his layoff treated as a leave of absence, the status of said teacher with respect to tenure shall not be altered by a layoff. Teachers with professional teacher status who are recalled shall be recalled with professional teacher status.

In recognition of the fact that a laid off teacher accepts such leave in lieu of dismissal shall waive in writing any rights to a dismissal hearing which he/she may have pursuant to Chapter 71, section 42, M.G.L.A. A teacher may elect to have his layoff treated as a dismissal in which case such teacher shall be afforded his full statutory rights.

SECTION 7: Teachers laid off under this Article shall be given priority on the substitute list during the said recall period if they so indicate in writing to the Superintendent.

SECTION 8: The Avon Education Association shall be notified by the Superintendent of any vacant positions for which bargaining unit members are eligible to be recalled. Teachers eligible to be recalled pursuant to Section 7 shall be notified by the Superintendent by certified mail at their last address of record on file at the Superintendent's Office. Failure to reply to notice of an open full-time permanent position within a teacher's area of certification(s) within fourteen (14) days following such notification shall terminate all rights under this Article.

SECTION 9: Upon recall, a teacher will be placed at the same position on the salary schedule which he or she had prior to layoff and he or she shall be also given seniority credit for all prior service. Teachers eligible to advance a step on the salary schedule at the time of their layoff shall be advanced upon recall. All teachers if recalled will be credited with all other benefits accrued up to the time of their layoff.

SECTION 10: A list shall be prepared by the Superintendent within thirty (30) days of the signing of the Agreement which will reflect the 1998-99 school year assignments by seniority and by certification. Each teacher in the bargaining unit shall be placed on the certification where he or she teaches a majority of the time. In the event that a teacher's time is divided equally between two or more areas of certification, the teacher shall elect the list upon which his or her name is placed.

In the event the teaching assignment of any teacher is changed during the term of this Agreement, the list shall forthwith be amended accordingly.

SECTION 11: Effective September 1, 2016, Section 3 above shall be replaced with the following:

Reduction in Force procedures apply only to teachers with Professional Teacher Status.

Layoffs shall be conducted within areas of certification based on the teachers' job performance and the best interest of the students. A teacher's job performance and a student's best interest shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

A teacher reached for lay-off in a specific area of certification may bump a teacher in another area of certification using the same criteria as above, provided said teacher is properly certified and in the reasonable judgment of the Administration is presently qualified to teach in the other area of certification.

To exercise bumping rights a teacher must, within seven (7) business work days, excluding student school year vacation periods, weekends, and holidays,

of receipt of lay-off notice, file with his/her immediate supervisor a notice of the Teacher's desire to bump into a specific position. The notice shall include the name of the present incumbent in such position, and a description of the qualifications of the teacher desiring to bump into that position. Within seven (7) business work days thereafter, the immediate supervisor shall send notice to the teacher of the action on the bumping request.

Part-time teachers, whose original appointment in the Avon Public Schools was as a part-time teacher, may not bump into a full-time position regardless of seniority.

Article XXX Transfers

The Superintendent reserves the right to assign teachers to schools and teaching assignments as he/she deems necessary. Should the Superintendent determine that such transfers are necessary, it agrees that the following procedures will be followed:

- A. To the extent practicable, volunteers will be considered first for transfer.
- B. When involuntary transfers are to occur, a teacher's area of competence, field of certification, teaching performance, and length of service in the Avon Schools, as well as the needs of the system will be considered in determining which teacher is to be transferred.
- C. An involuntary transfer will be made only after such a meeting between the teacher involved, his/her immediate supervisor, and the Superintendent (or his designed), at which time the teacher will be notified of the reasons for the transfer and will have an opportunity to state his/her views. Said teacher may be represented by a representative of the Association at this meeting.
- D. Any teacher who is involuntarily transferred will not be involuntarily transferred again for a period of two (2) years.

Article XXXI Part-time Teachers

- A. Part-time teachers will be paid on a pro-rate basis reflecting a comparison of their time worked with regular full-time teachers.
- B. Part-time teachers will receive the full-time contract number of days of sick leave and personal leave with the amount of wages paid on each day being pro-rated as indicated above.
- C. Part-time teachers will be fully covered by all terms of the Collective Bargaining Agreement except as herein before noted.

Article XXXII
Health Insurance

- A. A tripartite panel (AEA, School Committee and Selectman), will be formed to discuss and negotiate healthcare concerns and rates.

- B. Health insurance rates for teachers, with families, who have HMO coverage will be increased from 16.5% to 18% effective January 1, 1994. Effective September 1, 2009, the health insurance contribution rates for teachers who have HMO coverage will be increased from 18% to 22% (commencing with the first paycheck in September). Effective September 1, 2010, the health insurance contribution rates for teachers who have HMO coverage will be increased from 22% to 25% (commencing with the first paycheck in September).
- C. An advisory committee will be established for the purpose of exploring ways to contain health insurance costs without cost-shifting to employees. The advisory committee will be comprised of two (2) representatives appointed by the School Committee and two (2) representatives appointed by the AEA. It is expressly understood that any and all changes to health insurance must be bargained by the AEA and the School Committee and ratified by their respective constituents.

SIGNATURES

WITNESS our hand and seals this 20th day of July, 2017.

AVON SCHOOL COMMITTEE Jeanne M. Mastinen

WITNESS our hands and seals this 20th day of July, 2017.

AVON EDUCATION ASSOCIATION Donna Conrad

**Appendix A
Salary Schedule
2020-2021
1.5% + flat rate step 13**

STEP	B	B+15	M	M+15	M+30	M+45	M+60/ Doct
1	46,878	48,731	50,585	51,821	53,674	55,531	56,768
2	48,731	50,585	52,128	53,985	55,531	57,694	59,238
3	51,821	53,367	55,220	56,768	58,312	59,724	60,165
4	53,987	55,836	57,694	59,238	60,783	62,325	63,873
5	56,458	58,312	59,855	61,400	64,146	64,798	66,345
6	58,618	60,474	62,325	63,873	65,418	66,962	68,505
7	61,090	62,946	64,798	66,345	67,888	69,432	70,979
8	64,181	65,723	66,962	68,505	70,053	71,903	73,450
9	66,345	68,198	70,669	72,524	74,376	75,921	77,467
10	69,743	71,903	74,376	76,540	78,391	80,558	82,717
11	72,214	74,684	77,154	79,320	81,482	83,644	85,809
12	78,085	80,864	83,338	85,809	87,971	90,442	92,608
13	79,100	81,879	84,353	86,824	88,986	91,457	93,623

**APPENDIX A
SALARY SCHEDULE
2021-2022
1.5% + flat rate step 13**

STEP	B	B+15	M	M+15	M+30	M+45	M+60/ Doct
1	47,581	49,462	51,343	52,598	54,479	56,364	57,619
2	49,462	51,343	52,910	54,795	56,364	58,559	60,127
3	52,598	54,167	56,048	57,619	59,186	60,619	61,068
4	54,797	56,674	58,559	60,127	61,695	63,260	64,831
5	57,305	59,186	60,752	62,321	65,108	65,770	67,341
6	59,498	61,381	63,260	64,831	66,399	67,966	69,533
7	62,006	63,890	65,770	67,341	68,907	70,474	72,044
8	65,144	66,709	67,966	69,533	71,104	72,981	74,552
9	67,341	69,221	71,729	73,612	75,492	77,060	78,629
10	70,789	72,981	75,492	77,688	79,567	81,766	83,958
11	73,297	75,804	78,312	80,510	82,704	84,899	87,096
12	79,256	82,077	84,588	87,096	89,291	91,798	93,997
13	80,286	83,107	85,618	88,126	90,321	92,828	95,027

**APPENDIX A
SALARY SCHEDULE
2022-2023
1.5% + flat rate step 13**

STEP	B	B+15	M	M+15	M+30	M+45	M+60/ Doct
1	48,295	50,204	52,113	53,387	55,297	57,209	58,484
2	50,204	52,113	53,704	55,616	57,209	59,437	61,029
3	53,387	54,980	56,889	58,484	60,074	61,529	61,984
4	55,619	57,524	59,437	61,029	62,620	64,209	65,803
5	58,165	60,074	61,664	63,256	66,085	66,756	68,351
6	60,390	62,302	64,209	65,803	67,395	68,985	70,576
7	62,936	64,849	66,756	68,351	69,940	71,531	73,124
8	66,121	67,710	68,985	70,576	72,171	74,076	75,671
9	68,351	70,259	72,805	74,716	76,624	78,216	79,808
10	71,851	74,076	76,624	78,854	80,761	82,992	85,218
11	74,397	76,941	79,486	81,718	83,945	86,172	88,403
12	80,445	83,308	85,856	88,403	90,630	93,175	95,407
13	81,491	84,354	86,902	89,448	91,676	94,221	96,452

APPENDIX B

A. The listing of all extra jobs to include the breakdown factors for each job and the total number of factors assigned.

EXTRA-CURRICULAR ACTIVITIES PAYMENT SCHEDULE

ACTIVITY

	<u>Hours</u>	<u>Time Factors</u>	<u>Responsibility Factors</u>	<u>Total Factors</u>
Athletic Director	481	13	8	21
Baseball/Varsity	280	7	5	12
Baseball/JV	160	4	2	6
Basketball/Varsity (Boys)	359	9	7	16
Basketball/JV (Boys)	200	5	3	8
Basketball/JV2 (Boys)	120	3	1	4
Basketball Intramural (Middle School Gr. 5-6)	40	1	2	3
Basketball/Varsity (Girls)	359	9	7	16
Basketball/JV (Girls)	200	5	3	8
Basketball/JV2 (Girls)	120	3	1	4
Cheerleading/Soccer	80	2	1	3
Cheerleading/Basketball	120	3	3	6
Cross Country/Co-ed	200	5	4	9
Football Assistant/Varsity	280	7	4	11
Golf	40	1	1	2
Hockey/Varsity	320	8	5	13
Hockey Assistant/Varsity	120	3	2	5
Soccer/Varsity	240	6	4	10
Soccer/JV	120	3	2	5
Soccer/Intramural (Gr. 5-6)	30	1	1	2
Softball/Varsity (Girls)	280	7	5	12
Softball/JV (Girls)	160	4	2	6
Softball/Intramural (Girls) (Gr. 5-6)	30	1	1	2
Volleyball/Varsity (Girls)	240	6	4	10
Volleyball/JV (Girls)	120	3	1	4
Volleyball/Intramural (Girls) (Gr. 5-6)	40	1	2	3

EXTRA-CURRICULAR ACTIVITIES
PAYMENT SCHEDULE

ACTIVITY

	<u>Hours</u>	<u>Time Factors</u>	<u>Responsibility Factors</u>	<u>Total Factors</u>
Academic Decathlon (ACADEC)	120	3	3	6
Art/Photo H.S.	120	3	2	5
Cable TV/Production	200	5	2	7
Class Advisor/Freshman	40	1	2	3
Class Advisor/Sophomore	40	1	2	3
Class Advisor/Junior	80	2	2	4
Class Advisor/Senior	80	2	3	5
Class Advisor/Senior Asst.	40	1	3	4
Diversity Club	40	1	1	2
Drama Advisor	120	3	2	5
Music Dir./M.S.	160	4	4	8
Music Dir./H.S.	160	4	4	8
Musical Advisor	120	3	2	5
Nat'l Honor Society	80	2	2	4
Nat'l Jr. Honor Society	80	1	1	2
Newspaper Advisor	80	2	1	3
Social Interest/Interact Club	40	1	1	2
STEM	80	2	1	3
Student Activity Advisor/M.S.	200	5	3	8
Student Council/Elementary	40	1	1	2
Student Government Advisor	120	3	3	6
Yearbook/Advisor H.S. Business	120	3	2	5
Yearbook/Advisor H.S. Production	120	3	8	11
Yearbook/Advisor M.S.	80	2	1	3

B. The Formula for Computing the Extra-Pay Schedule

In computing salaries, the following facts will be considered:

TIME: The following time scale will be adopted: (520 hours is the maximum time allowed.)

<u>HOURS</u>	<u>FACTORS</u>
0- 40	1
41- 80	2
81-120	3
121-160	4
161-200	5
201-240	6
241-280	7
281-320	8
321-360	9
361-400	10
401-440	11
441-480	12
481-520	13

RESPONSIBILITY: As noted, a scale of 1-8 will be adopted for the factor of responsibility. The criteria as listed below are considered when assigning a factor of value.

- a. number of pupils
- b. care and supervision of school property
- c. degree to which the activity involves the public (directly and indirectly)
- d. schedule making
- e. budget making
- f. care and handling of finances
- g. length of schedule/number of events
- h. location of activity (in or out of school)
- i. problems of transportation

POST SEASON PLAY: Additional factors shall be added for post season play, with one factor being added for each level of competition by a team beyond its regularly scheduled season. Post – Season play shall commence with games or matches after the league play-offs. Such play shall normally be the first game of the MIAA State Tournament.

EXPERIENCE: Experience in a given activity is recognized up through a maximum of five (5) years. Each year of experience is equivalent to a percentage as indicated in the following table and applied as outlined.

<u>YEARS OF EXPERIENCE:</u>	1	2	3	4	5
PERCENTAGE:	5	10	15	20	25

THE FORMULA: The numerical factors for TIME, RESPONSIBILITY AND POST SEASON PLAY, will be added together and applied as a percentage against the beginning salary on the Bachelor's Salary Schedule.

The result obtained in addition to the percentage for experience will represent the salary.

APPENDIX C
Teacher and Caseload Educator Evaluation

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1) **Purpose of Educator Evaluation**

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical

education. May also include special education teachers and reading specialists who teach whole classes.

- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those

cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) ***Evaluator:** Any person 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 notification in writing to 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.
- 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. Neither the educator's professional practice goal nor the student learning goal must be expressed in numerical terms or in terms of any test score or growth score.
- 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 any duration by the Evaluator and may include examination of artifacts of

practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U) ***Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to

603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
 - i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the

Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

- iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

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

5) Evaluation Cycle: Training

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

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.
 - 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, prior to goal setting.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
 - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and

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

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

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

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

- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by 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 observations during the school year.

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

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

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

11) Observations

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

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

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

- (a) Although the Educator can suggest a date and/or time of the observation, the Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (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 by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

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

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

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

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

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

18) Educator Plans: Directed Growth Plan

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

19) Educator Plans: Improvement Plan

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

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

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

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds	June 15

response, if any within 5 school days of receipt	
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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 of Educator Impact on Student Learning (ISL)

A) Identifying and Selecting District-Determined Measures (DDMs)

i) The joint labor-management evaluation team (“evaluation team”) has identified a bank of DDMs (“the Bank”). The team shall meet annually to review these DDMs and possible additional DDMs and update the bank.

ii) DDM Selection Criteria

(a) DDMs may consist of *direct* or *indirect* measures.

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

(i) For all classroom educators, at least one measure in each year that will be used to determine an educator’s ISL Rating must be a *direct* measure.

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

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

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

- (b) DDMs must be comparable across grade or subject level districtwide.
 - (c) DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes *high*, *moderate*, and *low* student growth.
 - (d) DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.
- B) Determining Educator Impact for Each DDM
- iii) At the start of an evaluation cycle, the evaluator and educator will designate two DDMs which will produce a Student Impact Rating of low, medium, or high for the educator. After the DDM is used, the educator or evaluator shall submit such DDM to the evaluation team with a recommendation to add to the Bank as developed, not add to the Bank or add to the Bank with modifications.
 - iv) Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.
 - (a) For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
 - (b) For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
 - (c) DDM results from students who are not present for instruction or education services for at least 90 percent of the allotted instructional or service time shall not be used in the determination of an educator's impact on student growth.
- C) Determining an Impact on Student Learning (ISL) Rating
- i) The evaluator shall use his/her professional judgment to determine whether an educator is having a *high*, *moderate*, or *low* impact on student learning. The evaluator will consider the determinations of student growth that resulted from the annual conversations held pursuant to section C.i above (*high*, *moderate*, or *low*) from at least two measures (a statewide growth measure must be used as one

measure, where available) relative to at least three years of data and will apply professional judgment to those determinations in order to designate the educator's ISL Rating. The evaluator's professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students and the learning environment.

- (a) A rating of *high* indicates that the educator's students demonstrated significantly higher than one year's growth relative to academic peers in the grade or subject.
- (b) A rating of *moderate* indicates that the educator's students demonstrated one year's growth relative to academic peers in the grade or subject.
- (c) A rating of *low* indicates that the educator's students demonstrated significantly lower than one year's growth relative to academic peers in the grade or subject.

- ii) The evaluator shall meet with the educator rated *low* to discuss the ISL Rating. The evaluator shall meet with the educator rated *moderate* or *high* to discuss the ISL Rating, if either the educator or the evaluator requests such a meeting.

D) Intersection between the Summative Performance Rating and the ISL Rating.

- i) An educator's Summative Performance Rating is a rating of educator practice and remains independent from the educator's ISL Rating, which is a rating of impact on student learning, growth, and achievement.
- ii) The Student Impact Rating will determine the length and type of growth plan of the Exemplary and Proficient educator with PTS. Exemplary and Proficient educators with PTS with a low Student Impact Rating will be placed on a one year self-directed growth plan. Exemplary and Proficient educators with PTS with moderate or high Student Impact Ratings will be placed on a two year self-directed growth plan. Student Impact Ratings do not determine the length or type of growth plan for an educator without PTS or an educator with a Summative Rating of Needs Improvement or Unsatisfactory.

23) Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this

model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24) Using Staff feedback in Educator Evaluation

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

25) General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team for the duration of this contract, which shall review the evaluation processes and procedures, including reviewing DDMs, and recommend adjustments to the parties. This team shall meet after school and payment for this work shall be limited to four Association members and for four hours each.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. Nothing in this section shall abridge the provisions of the Massachusetts General Laws, including Chapter 71 Section 42.