

**AGREEMENT
BETWEEN THE
HOLBROOK EDUCATION ASSOCIATION
(TEACHERS' UNIT)
AND THE
HOLBROOK SCHOOL COMMITTEE**

**EFFECTIVE
SEPTEMBER 1, 2017- AUGUST 31, 2020**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE	AGREEMENT	3
ARTICLE I	RECOGNITION	3
ARTICLE II	CONFORMITY TO LAW/SAVING CLAUSE	3
ARTICLE III	COMMITTEE RIGHTS CLAUSE	4
ARTICLE IV	NON-DISCRIMINATION	4
ARTICLE V	ASSOCIATION REPRESENTATIVES	4
ARTICLE VI	ASSOCIATION DEDUCTIONS	5
ARTICLE VII	AMENDMENTS	6
ARTICLE VIII	STRIKES AND SLOWDOWNS PROHIBITED	7
ARTICLE IX	GRIEVANCE PROCEDURE	7
ARTICLE X	SALARIES AND OTHER COMPENSATIONS	10
ARTICLE XI	TEACHING DUTIES	13
ARTICLE XII	NON-TEACHING DUTIES	18
ARTICLE XIII	TEACHER EVALUATION AND FILES	19
ARTICLE XIV	PROTECTION	21
ARTICLE XV	PERSONAL INJURY BENEFITS	21
ARTICLE XVI	INSURANCE AND ANNUITY PLAN	21
ARTICLE XVII	TEACHER ASSIGNMENT	22
ARTICLE XVIII	TRANSFERS	22
ARTICLE XIX	VACANCIES	23
ARTICLE XX	SICK LEAVE	24
ARTICLE XXI	TEMPORARY LEAVES OF ABSENCE	27
ARTICLE XXII	EXTENDED LEAVES OF ABSENCE	28
ARTICLE XXIII	SABBATICAL LEAVES	30
ARTICLE XXIV	TEACHER FACILITIES	31
ARTICLE XXV	USE OF SCHOOL FACILITIES	32
ARTICLE XXVI	CLASS SIZE	32
ARTICLE XXVII	EARLY RETIREMENT INCENTIVE PLAN	33
ARTICLE XXVIII	REDUCTION-IN-FORCE	33
ARTICLE XXIX	PART-TIME TEACHERS	36
ARTICLE XXX	PROFESSIONAL DEVELOPMENT AND IMPROVEMENT	37
ARTICLE XXXI	DURATION	39

APPENDICES

A.	SALARY SCHEDULES	2017-2020	40
B.	ATHLETIC PAY SCHEDULES	2017-2020	42
C.	EXTRA-CURRICULAR ACTIVITIES PAY SCHEDULES	2017-2020	45
D.	STAFF ASSISTANT ACTIVITIES		48
E.	TEACHER EVALUATION INSTRUMENT AND PROCEDURE		49

AGREEMENT

This Agreement is entered into as of September 1, 2017, by and between the School Committee of the Town of Holbrook (hereinafter referred to as the "Committee") and the Holbrook Education (hereinafter referred to as the "Association"). The Holbrook Education Association is a local affiliate of the Massachusetts Teachers Association and the National Education Association.

ARTICLE I **RECOGNITION**

A. The Committee hereby recognizes that the Association is the sole and exclusive representative (bargaining agent) for the purpose of bargaining in accordance with the provisions of Chapter 150E of the General Laws, namely with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment for the following classifications of employees:

1. Classroom teachers
2. Counselors
3. Librarians
4. Director of Athletics
5. Program Specialists
6. Nurses
7. Physical Therapists
8. Occupational Therapists
9. School Psychologists
10. Speech and Language Therapists

The District may contract with agencies or individuals to provide services in the areas of physical therapy, occupational therapy, psychological or speech if no qualified applicant is available to provide such services.

B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE II **CONFORMITY TO LAW - SAVING CLAUSE**

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

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

ARTICLE III **COMMITTEE RIGHTS CLAUSE**

- A. The Holbrook School Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the General Laws of the Commonwealth or the rules and/or regulations of the Commonwealth of Massachusetts. The Committee retains those rights, powers, and duties it now has, may be granted or have conferred upon it by the General Laws of Massachusetts.
- B. The Association agrees that the Committee of the Town of Holbrook has complete authority over the policies and administration of all school departments which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of school operations vested by Law in the Committee, and not covered by this Agreement, is in the province of the Committee. Should the Association object to any rule or regulation as being violative of this Agreement, it may resort to the grievance procedure outlined herein.

ARTICLE IV **NON-DISCRIMINATION**

- A. The Committee and the Association shall not unlawfully discriminate against any employee because of such employee's age, sex, marital status, race, color, creed, religion, national origin, sexual orientation, political affiliation, mental or physical handicap, veteran status, and membership or non-membership in the Association.
- B. The use of the masculine or feminine genders in this Agreement shall be construed as including both genders and not as restrictions on the basis of sex, unless the contract clearly requires a different language construction.

ARTICLE V **ASSOCIATION REPRESENTATIVES**

- A. The Association agrees that a written list of Association representatives shall be furnished to the Committee immediately after their designation, and the Association shall notify the Committee of any changes.

- B. The Association will be provided with copies of minutes of the official public meetings and all other printed materials will be made available, if requested, that are distributed to Committee members at public meetings as soon as possible after such meetings.
- C. The Association may make announcements to employees covered by the Agreement via inter-school mail.

ARTICLE VI **ASSOCIATION DEDUCTIONS**

A. Dues Deduction

1. Association members shall tender periodic membership dues by signing the Authorization of Dues form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Payroll Deduction hereinafter set forth, the Committee agrees to deduct Association membership dues from the pay of each member who executes or has executed such form and remits the aggregate amount to the Treasurer of the Association along with a list of members who have had said dues deducted. Such remittance shall be made within thirty (30) days.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY _____
Name of Association Member

TO _____
Holbrook School Committee

Effective _____, I hereby request and authorize you to deduct from my earnings each _____, the amount of \$_____. This amount shall be paid to the Treasurer of the Holbrook Education Association, and represents payment of my Association dues/deductions.

These deductions may be terminated by me by giving you a sixty (60) day written notice in advance, or upon termination of my employment.

Member's Signature

Member's Address

2. The Committee agrees to process deductions, other than dues, from the salaries of its employees when authorized to do so by said employees. Other deductions include RAH and MTA Credit Union, if approval from same (MTA Credit Union) is authorized by the Treasurer of the Town of Holbrook.

3. The agency fee payment is established as an authorized deduction.
4. The Committee will incur no liability for loss of monies collected pursuant to this Article after delivering said monies to the Treasurer of the Association.

B. Agency Fee

1. Each regular employee who is a member of the Association on the date of agreement of this contract, or who later becomes a member of the Association, and all regular employees in the bargaining unit shall as a condition of employment pay or tender to the Association an agency service fee equal to the periodic unified dues applicable to members for the period in accordance with the provisions of Section 12 of Chapter 150E of the General Laws. However, in the case of regular employees entering the bargaining unit after the effective date of this Article, this condition of employment shall become effective on or after the thirtieth day after such entrance.
2. This condition of employment shall not apply during unpaid extended leaves of absence of more than one month duration.
3. The Committee may inform employees and applicants for employment of their obligations under this Article.

AUTHORIZATION FOR AGENCY FEE DEDUCTION

BY _____
Name of Employee

TO _____
Holbrook School Committee

Effective _____, I hereby request and authorize you to deduct from my earnings each pay period, the amount of \$ _____. This amount shall be paid to the Treasurer of the Holbrook Education Association, and represents payment of the Agency Fee required under the Agreement between the Committee and the Association.

Employee's Signature

Employee's Address

ARTICLE VII
AMENDMENTS

- A. The understanding between the Committee and the Association has been set forth in this Agreement, including the Appendices attached hereto.
- B. On a claim of adverse treatment, resulting from a change in practice, rule or regulation on a matter not specifically included in the contract, the teacher or the Association shall be given the opportunity to confer with the Superintendent or his designee, with the right of

a further conference with the Committee. The decision of the Committee shall be final and binding.

- C. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement officially and mutually agreed to by the Committee and the Association shall be committed to writing and signed by the official bargaining representatives of the Committee and the Association.
- D. The Association shall be responsible for seeing to it that sufficient copies of the contract are printed and reproduced for use by the school committee and the Association. Upon receipt of a bill from the Association, the Committee shall reimburse the Association, for one-fourth of the cost of printing or copying the contract, provided however, that the Committee shall be entitled to no fewer than fifty (50) copies of the collective bargaining agreement from the Association.
- E. In the event that any other collective bargaining groups employed by the Town of Holbrook are awarded a salary adjustment greater than the amount agreed to in this Agreement, the Committee and the Association agree to re-open negotiations on salary.

ARTICLE VIII **STRIKES AND SLOWDOWNS PROHIBITED**

- A. The Association agrees that during the term of this Agreement with the Committee no employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of service.
- B. The Association further agrees that should any strike, slowdown, work stoppage or withholding of services occur, the Association shall immediately exert every effort to have the activity terminated.
- C. In connection with any negotiations held, said negotiations shall be conducted without threats of sanctions, threats of strikes, or any other public pressure by either party until mediation, fact-finding and any other statutory impasse procedure have been exhausted.

ARTICLE IX **GRIEVANCE PROCEDURE**

- A. Definition: For the purpose of this Agreement, a grievance is defined as a dispute between a person covered by this Agreement or the Association and the Committee over the interpretation or application of an expressed written provision of this Agreement or the alleged inequitable or discriminatory treatment of a person under such provision.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise under this Agreement affecting the working conditions of teachers and other employees. Both

parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- C. Protection of Individual/Association Rights: Nothing herein contained shall be construed as limiting the right of a teacher and other employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the matter adjusted on such a basis without intervention of the Association, provided that the adjustment is not inconsistent with the terms of the Agreement. At the option of the teacher, the Association will be given the opportunity to be present at the final adjustment and to state its views. In any event, a copy of each grievance resolution under this grievance provision will be furnished to the Association by the Committee. It is mutually understood that only by the procedure spelled out in sub-paragraph G of the article may a party proceed to Level Four of the Grievance Procedure.
- D. Release Time For Association Business: If negotiation meetings between the Committee and the Association are scheduled by mutual agreement of the parties of this Agreement during the teacher's work day, the appropriate representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. If hearings held pursuant to this Grievance Procedure are scheduled by the Committee or its representatives during the school day, then, this grievant, and/or appropriate representatives of the Association shall be relieved of their regular duties without loss of pay for the time necessary to attend such meetings.
- E. Exchange of Information: The Committee will, upon request, make available to the Association any documents in its possession which will assist the Association in developing accurate and constructive programs on behalf of the teachers together with any other available information which may be necessary for the Association to process grievances under this Agreement.
- F. Plant Access: The President of the Association or his/her designated representative shall have the right to visit schools to investigate teacher complaints or problems, or for any other purpose relating to the terms or conditions of this Agreement. Such visit shall in no way interfere with the regular teaching duties of the President or his/her designated representative or the instructional program of the school visited. Upon the representative's arrival, he/she shall notify the Principal of his presence and the purpose of the visit.
- G. Grievance Mediation:
 - 1. The party seeking arbitration may, together with the notification of intent to arbitrate, offer to the other the option to join in grievance mediation. Grievance mediation shall not be deemed an alternative to arbitration of the grievance.
 - 2. In the event the parties agree to submit the grievance to grievance mediation, they shall jointly initiate expedited mediation. The mediation shall be conducted in accordance with the grievance mediation rules and/or procedures of the Board of Conciliation.

3. It is understood by the parties that the respective positions of the parties in attempting a mediated resolution of the dispute in no way shall prejudice the parties and their respective positions in arbitration in the event no settlement is reached in mediation and the matter continues to arbitration.
4. The mediation process shall not be utilized for any grievance where the parties mutually agree that the grievance go directly to arbitration.

H. Procedure: Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level is the maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Committee and the grievant(s).

1. **Level One -**

An employee who is covered by this Agreement and who has a grievance shall file a written statement of the grievance with the employee's immediate supervisor and principal within ten school days after the date on which the incident giving rise to the grievance has occurred. The written statement of the grievance shall contain a description of the alleged facts of the dispute along with an indication of the applicable provisions of the collective bargaining agreement which the employee believes are pertinent. The supervisor shall attempt to adjust the matter and shall respond in writing to the grievant within ten school days. The grievant may choose to be represented by the Association.

2. **Level Two**

If the grievant(s) is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance at Level One, said grievant(s) and/or the Association may appeal within ten (10) school days thereafter to the Superintendent. Such appeal shall be in writing, setting forth the details of the grievance, and the applicable provisions of the Agreement. Within ten (10) school days after receipt of the written grievance by the Superintendent, he or his designee shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that an appeal has been made and furnish the Association with the date and time of the conference. The appropriate representative may be present at the conference to state the views of the Association.

3. **Level Three -**

If the grievant(s) is not satisfied with the decision of the Superintendent or his designee at Level Two, which decision if rendered shall be in writing, setting forth the reasons; or if no decision has been rendered within ten (10) school days after the Level Two conference, an appeal may be made within ten (10) school days thereafter to the Committee by the grievant(s). The appeal shall be in writing, setting forth the details of the grievance and the applicable provisions of the Agreement. The Committee shall confer with the grievant(s) and or the

appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following the receipt of the written appeal. The Committee shall respond in writing fifteen (15) school days following the Level Three conference.

4. **Level Four -**

- a. If the grievant(s) is not satisfied with the decision of the Committee, which decision, if rendered, shall be in writing setting forth the reasons thereof, or if no decision has been rendered fifteen (15) school days after the Level Three conference, the Association may within fifteen (15) school days thereafter submit the grievance to arbitration as provided in this Agreement.
- b. The grievance shall be submitted to an arbitrator by the party demanding arbitration and the party shall, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator shall then be selected under the provisions of the Voluntary Labor Arbitration Rules.
- c. All arbitration hearings shall commence no earlier than 1:00 p.m. on the assigned date unless an earlier time is mutually agreed to by both parties.
- d. The arbitrator shall be bound by the written submission of both parties of the grievance. The decision of the arbitrator shall be limited to the terms and conditions of the Agreement as written and shall have no power to modify, amend, or add or subtract from the Agreement. In no event shall an arbitrator render a decision which shall impinge on any of the reserved rights and duties of the Committee.
- e. Further, the arbitrator shall render his decision in writing within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to the Agreement.
- f. Both parties shall share equally the expenses of such arbitration.

ARTICLE X
SALARIES AND OTHER COMPENSATION

A. **Scope**

The salaries, stipends, and wages of persons covered by this Agreement are set forth in Appendices A, B, C, and D which are attached hereto and made a part hereof.

B. Salary Payment

1. The Committee shall pay a teacher's salary in accordance with one of the following two methods of payment which shall be optional with the teacher.
 - a. The first of said methods of payment shall be derived from the following formula: The Committee shall divide the total amount of a teacher's annual salary into twenty-six equal amounts, each of which shall constitute a biweekly payment to the teacher. The Committee shall make the first of such salary payments on the first regular pay day after the completion of two weeks of work; provided, however, that if a teacher works for less than ten school days prior to the first regular pay day, the Committee may pay to the teacher an amount of salary which is less than one twenty-sixth of the teacher's total salary. On or about the last week of school for teachers, the Committee shall pay to the teacher in a lump sum all of the remaining salary which is still owed to the teacher at such time.
 - b. The second of said methods of payment shall be derived from the following formula: The Committee shall divide the total amount of a teacher's annual salary into twenty-one equal amounts, each of which shall constitute a biweekly payment to the teacher. The Committee shall make the first of such salary payments on the first regular pay day after the completion of two weeks of work; provided, however, that if a teacher works for less than ten school days prior to the first regular pay day, the Committee may pay to the teacher an amount of salary which is less than one twenty-first of the teacher's salary. On or about the last week of school for teachers, the Committee shall pay to the teacher all of the remaining salary which is still owed to the teacher.
2. The teacher shall make a selection of one of the two herein-above methods of payment in writing at least one month prior to the opening of school. If the teacher fails to make such selection, then the teacher shall be paid in accordance with the first method of payment which is based upon twenty-six payments.

C. Lane Adjustments

1. Compensation for a change in salary classification may become effective on September 1 and February 1 of any year provided that:
 - a. Data substantiating eligibility for September changes must be received in the Superintendent's office no later than 5:00 p.m. of April 1 to be included in the next annual contract; provided further, that the teacher has notified the Superintendent, in writing, no later than 5:00 p.m. November 1 of the previous school year of an anticipated change in salary classification. Revised individual contracts will be issued up to 5:00 p.m. August 31 for course work completed prior to September 1 of the year in which the lane adjustment is to become effective.

- b. A new contract will be issued effective February 1, provided that the teacher has notified the Superintendent, in writing, no later than 5:00 p.m. November 1 of the previous school year of an anticipated change in salary classification; and, provided further, that data substantiating a teacher's eligibility is received no later than 5:00 p.m. January 31 of the year in which the adjustment is to become effective.
2. Graduate level courses to be applied to a change in salary classification (Bachelor's Degree plus 15 hours, Master's Degree, Master's Degree plus 30 hours, M+45/CAGS) must be earned through an accredited institution of higher learning and must be related to the teacher's certification and/or included as part of a teacher's approved Professional Development Plan.

Effective September 1, 2010 Graduate level courses to be applied to a change in salary classification (Bachelor's Degree plus 15 hours, Master's Degree, Master's Degree plus 15 hours, Master's Degree plus 30 hours, M+45/CAGS) must be earned through an accredited institution of higher learning and must be related to the teacher's certification and/or included as part of a teacher's approved Professional Development Plan.

3. Norfolk/Plymouth County courses shall be creditable toward changes in classification provided that said courses are recognized by an affiliated college as graduate-level courses.

D. Other Compensations

1. Longevity Provisions

- a. Longevity. Teachers shall receive additional compensation for their longevity of service in the Holbrook Public Schools in an amount of \$1,000.00 non-cumulative for each year commencing in June of the tenth year and through fourteen years of service in the System; \$1,200.00 non-cumulative for each year commencing in June of the fifteenth year and through nineteen years of service in the System; \$1,500.00 non-cumulative for each year commencing in June of the twentieth year and through twenty-four years of service in the System; \$1,900.00 non-cumulative for each year commencing in June of the twenty-fifth year and through twenty-nine years of service in the System; and \$2,300.00 non-cumulative for each year commencing in June of the thirtieth year of service and thereafter in the System; provided, however, that no percentage of salary raise shall be applied to longevity compensation.

Any employee who received the full alternative longevity payments shall remain ineligible to receive regular longevity as set forth in section (a) above; sick leave buy back payments under Article XX, Sick Leave Section D, Sick Leave Buy-

Back, and early retirement incentives under Article XXVII, Early Retirement Incentive Plan.

2. Tutorial Fees

Tutorial rates are listed in Appendix B and shall be increased in accordance with increases agreed upon for all other positions covered by this Agreement. Tutors shall be paid in accordance with the rates established in Appendix D.

E. Notes on Appendix A

Appendix "A" is further amended to provide for extra class remuneration beyond contractually assigned duties at the rate of 1/5 year course, 1/10 semester course, and 1/20 quarterly course.

F. Computation of Salary Deductions

1. In the event it becomes necessary to withhold one or more days of salary, this deduction will be at the rate of 1/182 of the yearly salary rate.
2. In the event it becomes necessary to terminate an individual teacher's contract before the close of the school year, the following method of computing the final check will be used: the contract salary is divided by 182 (the number of school calendar days) to determine the per diem rate. The per diem rate is then multiplied by the number of days actually worked, including the approved absences, to determine the total entitlement. The total entitlement minus the money paid to that date represents the amount due the teacher.

ARTICLE XI
TEACHING DUTIES

A. Regular Work Year

Subject to the following sentence, the length of the work year for each person covered by this Agreement shall be one hundred eighty-two days, provided that each person has completed his administrative duties at the end of the school year to the satisfaction of the principal, and provided further that new teachers and teachers who are to teach new disciplines may be required to attend one (1) additional day of orientation which is in addition to the number of days set forth herein. If the minimum requirements for the length of the school year are changed by the State Board of Education, the length of the work year shall not be more than two days in excess of such minimum requirements. For the 2017-18 work year only, teachers shall be permitted to spend no less than 2/3 of one professional development day prior to the start of the student year in their classrooms and/or becoming acquainted with the new building. The professional development

programs otherwise presented during that portion of the day shall be made available online through November 15, 2017.

B. Regular Work Day

1. The "regular work day" shall be defined as the period of time during which a person covered by this Agreement is engaged in the professional duties for which he is employed by the Committee. The length of the regular work day as set forth herein shall be exclusive of the time which an employee spends in meetings and conferences as set forth in Part F.
2. All teachers shall arrive at school fifteen minutes before the start of the pupils' school day and shall remain fifteen minutes after the pupils' school day has ended.
3. Teachers shall not be required to sign into their respective buildings in the morning; provided, however, that teachers may be required to check into their building.
4. Each teacher grades preK-5 shall be required to work six hours and fifty minutes daily.
5. Each teacher grades 6-12 shall be required to work seven hours daily and shall also be required to spend a minimum of fifteen minutes per week after school per discipline for the purpose of assisting pupils with any problems which they may have relative to their courses of study. The manner in which this time may be scheduled and distributed throughout the week shall be determined by the principal.
6. Each school librarian shall be required to work eight hours per day Monday through Thursday and seven hours and fifteen minutes on Friday, provided, however, that the Superintendent of Schools or his designee may at his discretion permit a school librarian to leave work at an earlier time.
7. Guidance Counselors shall be required to work seven (7) hours daily and may be required to work up to ten (10) days beyond the work year. Guidance Counselors will consult with their individual building principals to arrange a mutually satisfactory schedule for these days each year. Compensation for additional days worked will be at the Guidance Counselor's per diem rate of pay. Notwithstanding the provisions of Section B.1 (regular work day), administration may require no more than one guidance counselor to work a flexible work day one day per month. The flexible work day shall not expand the length of the regular work day as set forth in Section B.1 and shall not result in any "split shifts." Guidance counselors will be assigned to the flexible work day on a rotating basis. The dates of the flexible work days shall be mutually agreed upon by administration and the impacted guidance counselors. Every effort shall be made to ensure the safety and well-being of the impacted guidance counselors.

8. Middle-High School Department Program Specialists shall have no extra duties (i.e., corridor duty, lunchroom, etc.) and shall be assigned no more than three (3) instructional duties per day. The Middle-High School Program Specialists shall work three (3) days beyond the total number of days teachers are required to work. Compensation for these additional days shall be at the per diem rate of pay; i.e. per diem rate of pay includes the salary set forth in Appendix A and does not include the stipend set forth in Appendix D. Middle-High School Program Specialists will consult with their individual building principals to arrange a mutually satisfactory schedule for these days each year.
9. In the event it becomes necessary for the assistant principal at the elementary school to assume the duties of the principal for more than five successive work days, commencing on the sixth successive day, compensation shall be at a daily rate of pay which is .01 of the assistant's gross annual salary as a teacher as it appears on the Unit A Salary Schedule Appendix A. [e.g., assuming a gross annual salary of \$29, 295 (B, Step 1), then $(0.01 * 29295) = \$292.95$ per diem.]
10. Nurses shall work at least three (3) days beyond the total number of days teachers are required to work. At the discretion of the building principal, nurses may be required to work an additional two (2) days for a total of five (5) days beyond the total number of days teachers are required to work. Compensation for these additional days shall be at the per diem rate of pay. Nurses will consult with their individual building principals to arrange a mutually satisfactory schedule for these days each year.
11. The Athletic Director shall work five (5) days beyond the total number of days teachers are required to work. The Athletic Director will consult with the superintendent of schools or his designee to arrange a mutually satisfactory schedule for these days each year. Compensation for additional days worked will be at the Athletic Director's per diem rate of pay; i.e. per diem rate of pay includes the salary set forth in Appendix A, but does not include the stipend set forth in Appendix B.
12. The district shall schedule an early release day for students and teachers on the last day before the December holiday break each year.

C. Teaching Load

1. Each teacher of grades 6-12 may be assigned a maximum of twenty-five (25) teaching periods per week as designated by the principal.
2. The athletic director shall teach a maximum of three (3) periods per day.
3. No teacher of grades 6-12 shall ordinarily be required to teach more than two subjects or more than three preparations within any of such subjects; provided, however, that depending upon the nature of the curriculum such teacher may be required to teach more than two subjects or more than three preparations within

any such subjects; and provided further that if the number of single subject sections within a curriculum area commonly known as singletons, requires that one or more teachers in the department teach more than three preparations, then such preparations shall be assigned to teachers on a rotating basis. The Committee shall be required to demonstrate the necessity for any of such teaching requirements which deviate from the ordinary rule.

4. Elementary lunchroom monitors will be hired to enable more teaching time by specialists.
5. Special Subjects Teachers (Art, Music, etc.) shall not be required to give letter grades for exploratory arts in grades six, seven and eight.

D. Duty Free Time

1. Each teacher of grades preK-5 shall be entitled to one duty-free recess period every other day. The free time to which a grades preK-5 teacher is entitled during said recess period shall be in addition to preparation time and duty-free lunch.
2. Teachers of grades 6-12 shall be entitled to one preparation period per day. Notwithstanding any provision of this paragraph to the contrary, a teacher of grades 6-12 without professional status may be required to spend a part of a preparation period in a meeting or conference with another staff member during said preparation time; provided, however, that in no event shall such teacher be deprived of preparation time of at least fifteen (15) minutes on such an occasion.
3. A 6-12 "preparation period" shall be defined as a period equal in length to a class period which a teacher uses in his own professional judgment for the purpose of planning and preparing for the subjects which he teaches. During the teacher's preparation period, the teacher shall be permitted to leave the school building for an educational purpose; provided, however, that before the teacher leaves the school building, the teacher shall inform the principal's office as to the teacher's destination.
4. Any time which a teacher spends traveling from one school building to another shall not detract from said teacher's preparation time.
5. All teachers of Grades preK-5 shall be entitled to a minimum of two hundred and twenty-five (225) minutes of preparation time per five-day cycle exclusive of the fifteen (15) minutes before school when said teacher is required to be in attendance. Notwithstanding any provision of this paragraph to the contrary, a teacher of grades preK-5 without professional status may be required to spend a part of a preparation period in a meeting or conference with another staff member during said preparation time; provided, however, that in no event shall such teacher be deprived of preparation time of at least fifteen (15) minutes on such occasion.

6. Each teacher shall have a duty free lunch period of twenty-five minutes daily. A teacher shall be permitted to leave the building during his/her lunch period.
7. On early release days, teachers shall be released at 11:15 a.m. at the Middle High School and at 11:45 a.m. at the Elementary School during the school year.

E. Exceptions

Exceptions to any of the provisions of Sections C and D of this Article may be made for good cause on a temporary basis by the Superintendent of Schools or his designee.

F. Meetings and Conferences

1. Employees covered by this Agreement shall be available after the regular work day has ended for the purpose of participating in general meetings with the Superintendent, the principal or an immediate supervisor, but no employee shall be required to attend such meetings for more than thirty hours in the aggregate during a school year unless the Superintendent requests further attendance in an emergency situation.
2. Teachers shall also be available after the regular work day has ended for the purpose of participating in any conferences with parents, students, or the principal which may be necessary. Whenever possible, such conferences with parents shall be scheduled at least twenty-four hours in advance, and in no event shall such a conference be scheduled during a preparation period without the teacher's consent.
3. Upon reasonable notice, any teacher may be required to attend three evening meetings during the school year.
4. Notwithstanding the provisions of this part F to the contrary, new teachers who have been transferred from one building to another may be required to attend evening meetings and meetings after school which are in addition to the meetings herein-above required.
5. Each guidance counselor shall be available to attend evening meetings as well as meetings or conferences after school; provided, however, that no guidance counselor shall be required to attend more than six such evening meetings per year.

G. Extracurricular Activities and Assignment of Student Teachers

1. A teacher may be required to attend two extracurricular activities without compensation during the course of any one school year. Any teacher who supervises on a continuing basis any of the extracurricular activities which are set forth in Appendix B shall be paid in accordance with the provisions of such appendix.

2. A student teacher may be assigned to a teacher with professional status and only with the consent of such teacher with professional status.
3. Teachers voluntarily working beyond the regular school year will be compensated on a daily basis of one-one hundred and eighty-second (1/182) of their current annual salary.
4. A professional employee who performs services related to guidance counseling and who volunteers to perform services beyond the end of the regular school year shall be compensated on a daily basis at a rate determined by dividing the annual salary of such employee by one hundred eighty-two.

ARTICLE XII

NON-TEACHING DUTIES

A. Teachers will not be required to perform the following:

1. Conduct student health examinations.
2. Collect money from students for non-educational purposes. However, teachers who wish to collect money for educational purposes must receive the permission of the Superintendent of Schools or his designee and will be required to tabulate and account for such money.
3. Keep the school registers, school returns, and annual reports which are required to be kept by the Superintendent of Schools under Chapter 72 of the General Laws; provided, however, that classroom attendance will be kept.
4. Supervise physical education periods.
5. Collect attendance slips.
6. Conduct office detention.
7. Chaperone dances, except for proms.

B. Substitute Teaching

In accordance with the list of priorities set forth herein, the school department has the authority to assign to a preK through 12 teacher the task of taking the place of and substituting for another such teacher who is absent if the school department is unable to secure a so-called replacement substitute teacher; provided, however, that the school department may not assign more than seven such periods to any teacher in any given school year without the consent of the teacher. A teacher shall be compensated for every

such period at the rate of \$25.00 per period. In making such assignments, the School Department shall follow the following list of priorities:

- a. Part-time teachers who may be assigned to the school building at the relevant time.
- b. Teachers who are not teaching a full schedule as defined in part C of Article XI (Teaching Duties) of this contract.
- c. Teachers who are assigned to a study hall on a rotating basis.
- d. Teachers who volunteer for such assignment.
- e. Teachers who do not volunteer on a rotating basis as they are needed.

Teachers required to substitute under this paragraph of this Article will be selected in sequential order from a rotation list of teachers.

C. Sidewalk/Bus Supervision

During the term of this Agreement, teachers will not be required to exceed present requirements for supervision of school pupils and regarding sidewalks and school buses, unless the particular school faculty and administration mutually determine a change.

D. Cafeteria Duty

A 6-12 teacher who is assigned lunch duty supervision shall have one twenty-five minute lunch duty with the other half of the supervisory period being duty free.

E. Special Education Clerical Support

The Committee agrees to provide periodic temporary clerical support to Special Education teachers for the processing of Individual Educational Plans ("IEP's"). This clerical assistance is intended for use during high volume periods only. Arrangements for this support is to be made between the teacher and the building principal.

ARTICLE XIII
TEACHER EVALUATION AND FILES

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisors and will have a right to discuss such reports with their supervisors.
- B. Teachers will have the right, upon request, to review the contents of their personnel file.

- C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed within thirty days after receiving notice of said material with the express understanding that such signature in no way indicates agreement with the contents thereof. If the material is not signed within thirty days, then it may be filed without the teacher's signature. The teacher shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- D. Any written or oral complaint about a teacher that the Superintendent, Principal or his/her designee deems sufficiently serious to warrant investigation and/or disciplinary action, consideration in one's evaluation, or consideration for any other personnel decision shall be promptly called to the attention of the teacher. The requirements of this paragraph apply to every written or oral complaint, whether or not such complaint is to be placed in the teacher's personnel file.
- E. No teacher will be disciplined or reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- F. Whenever a teacher is disciplined or reprimanded, such shall be done in private.
- G. Criminal Offender Record Information
1. The parties agree that any information obtained pursuant to G.L. c.71, Sec. 38R as amended by c.385 of the Acts of 2002, in order to ensure confidentiality, shall be maintained in a secure and locked location, separate and apart from the employee's personnel file, shall include only the most recent reports, and the previous reports shall be destroyed.
 2. The employer agrees to provide the Association with the names of all persons authorized to have access to such information.
 3. Such information shall not be obtained more than once every three (3) years, and employees will be routinely notified when such information is requested and supplied with a copy of the requested information simultaneously.
 4. Such employee shall have the right to challenge any information therein contained and to respond, in writing, prior to the dissemination of such information.
 5. If such information is sealed by the Court, it shall be considered sealed for all purposes.
 6. In the event an employee covered by this agreement has questions concerning the signing of the request form, (s)he may meet with the Superintendent. It is understood that the Superintendent may take appropriate action if an employee refuses to sign the CORI Release Form and the employee shall be provided with

the due process protections to which (s)he is entitled by law and under the collective bargaining agreement.

ARTICLE XIV **PROTECTION**

All employees covered by this Agreement shall be protected to the full extent required by Chapter 258 of the General Laws.

ARTICLE XV **PERSONAL INJURY BENEFITS**

- A. Members of the bargaining group injured in the course of employment shall be granted leave in accordance with the provisions of Article entitled "Sick Leave", and such persons and substitute teachers will receive other Workmen's Compensation benefits as provided in the General Laws of Massachusetts, Chapter 152.
- B. An employee who is absent because of personal injury arising out of and in the course of his employment as the result of an assault or battery shall be credited with sick leave, in addition to that credited to him at the time of his injury. The additional sick leave shall be equal in duration to the period of his absence as a result of such injury. The employee may take such of this additional sick leave allowance payment as when added to the amount of weekly Workmen's Compensation disability allowance actually received, will result in the payment to his/her or his/her weekly salary.
- C. An employee who is absent because of a personal injury arising out of and in the course of his employment, shall be credited with sick leave in addition to that credited to him at the time of his injury. The additional sick leave shall be equal in duration to the period of his absence as a result of such injury. The employee may take such of this additional sick leave allowance, as when added to the amount of any weekly Workmen's Compensation disability allowance actually received, will result in the payment to her/him of her/his full weekly salary.

ARTICLE XVI **INSURANCE AND ANNUITY PLAN**

- A. The Committee agrees to pay the maximum percentage which is permitted under law and under the by-laws of the Town of Holbrook towards the cost of the group health insurance plan and term life insurance plan of the Town of Holbrook. Both of these plans are presently available to all employees covered by this Agreement.
- B. An employee who takes an unpaid leave of absence in accordance with this Agreement may elect to continue to participate in the group health insurance plan and the life insurance plan provided herein for the duration of his leave; provided, however, that said

employee shall be required to pay the entire amount of the premiums for such insurance plan.

- C. A person covered by this Agreement may elect to participate in a tax-sheltered annuity plan or other tax deferred plan as provided for in Section 403(b) and 401(a), Sec. 125 of the Federal Internal Service Code and Section 37B of M.G.L. c. 71.

ARTICLE XVII

TEACHER ASSIGNMENT

- A. The Committee shall, by the end of the school year, notify in writing a teacher of such teacher's assignment for the subsequent school year. With respect to teachers who teach grades seven through twelve, such assignment shall include the specific courses which the teacher will be teaching. In addition, if the Committee makes a change in a teacher's assignment after the school year has ended due to an unexpected vacancy or other unforeseen change in circumstances relevant to the needs of students, the Committee shall notify the teacher in writing as soon as possible of such change and of the reasons thereof.
- B. Insofar as possible and in accordance with law, teachers will not be assigned outside the scope of their teaching license; nor will evaluations be based upon a teacher's performance in any such assignment outside the scope of their teaching license.
- C. Insofar as possible, changes in grade and subject assignments will be voluntary.
- D. Teachers who are assigned to teach in more than one school in any one school day will be compensated at the prevailing Town mileage rate for all inter-school driving done by them.

ARTICLE XVIII

TRANSFERS

- A. All members of the bargaining unit are eligible to apply for transfer to any vacant position for which they are certified. All requests for transfer should be in writing and submitted to the Superintendent.
- B. When a reduction in the number of teachers in a school or department is necessary, volunteers will be transferred first. When involuntary transfers are required, a teacher's area of competence, major and/or minor fields of study, quality of teaching performance, and length of service in the Holbrook School System shall be considered. Any teacher being transferred involuntarily shall be notified of the reasons for the transfer no later than June 1, except under unusual circumstances.
- C. In the case of an involuntary transfer, the teacher involved shall be given the opportunity of a conference with the Superintendent, and may be accompanied by a representative of

the Association. Recourse to settle the disputed transfer would be sent to the Committee for final determination.

ARTICLE XIX **VACANCIES**

A. Notification

1. Notice of vacancies in positions of a professional nature which occur during the school year will be posted in each school building office and Teachers' Room. Teachers will be given five (5) working days from the date of posting of the notice of such vacancy to submit a written application to the Superintendent.
2. If a vacancy of a promotional nature should occur during the non-school months, notice of such vacancy will be sent to all members, by way of school-based e-mail and posted on the school department website. If a teacher provides the school department with his/her personal e-mail account, the notice of such vacancy will also be sent to the personal e-mail account provided. Teachers will be given ten (10) calendar days from the date of mailing of such notice of vacancy of a promotional nature to submit written application to the Superintendent. Any notice given pursuant to this Article will contain the qualifications for such position, the duties of the position, and the rate of compensation. If the qualifications for any vacant position are changed, the original posting will be withdrawn and the revised position will be posted. If a vacancy of a promotional nature is changed during the non-school months, notice will be sent to all members.

B. Application Procedure

All teachers who submit written applications for vacancies in accordance with this Article shall set forth their qualifications. Teachers who are serving in the school system shall be given equal consideration for all vacancies; provided however, that qualified teachers who apply for vacancies in positions involving extra-curricular activities shall be given preference for such vacancies.

C. Interview Procedure

In the event a committee is formed to conduct a search or to interview candidates for administrator positions, the Association shall be invited to appoint two members to serve on such committee.

- D. Bargaining unit members will work with the Superintendent to limit the disruption to students, when possible, in setting their retirement dates.

ARTICLE XX
SICK LEAVE

A. Sick Leave Entitlements and Accumulation

1. All teachers shall be entitled to fifteen days (15) of paid sick leave annually which shall be cumulative to a maximum of one hundred eighty days (180).
2. It is provided, however, that a teacher in the first year of employment who does not report for duty on the first day of work shall be entitled to a proportionate number of sick leave days related to the portion of the year in which the teacher has actually served.
3. In any contract year in which an employee's entitlement of sick days, when added to those already accumulated, exceeds the maximum accumulation stated herein, the following procedure for the use of those sick days in the current school year will apply:
 - a. All entitled days will be applied first for that contract year. If an employee uses the prescribed number of entitled days, then the maximum accumulation shall be applied for absences beyond the yearly entitlement.
 - b. Any unused sick days, in excess of the maximum accumulation, will revert to the School Committee at the end of that contract year.
 - c. No employee shall have available any sick days in excess of one hundred eighty (180) plus one year's entitlement. If, at the end of a work year, an employee has accumulated sick days in excess of one hundred eighty (180), the employee may voluntarily deposit three excess days into the sick leave bank.
4. All teachers who are currently employed by the School Department and who have accumulated any sick leave, including sick leave of the so-called "partial" type of sick leave prior to the effective date of this Agreement, shall be entitled to carry over such sick leave.
5. In addition to teacher's sick leave days, additional days will be given according to the terms of the Article entitled "Temporary Leaves of Absence."
6. Each individual teacher shall receive notification at the beginning of each school year of the amount of sick leave accumulated to date.

B. Sick Leave For Bedside Care

1. In addition to the personal illness or injury of the teacher, sick leave may be utilized for the following purposes:
 - a. One (1) day when emergency illness or injury in the teacher's immediate family requires said teacher to make arrangements for necessary medical and nursing care.
 - b. Up to five (5) days at any one time in the event of the serious or critical illness of a member of the immediate family of a teacher, provided that said teacher's presence or bedside attention is required.
2. For the purpose of this Section, 'immediate family' is defined as the teacher's spouse, life partner who resides within the teacher's household, children, parents, parents-in-law, grandparents, grandchildren, and siblings.

C. Sick Leave Bank

1. There shall be a so-called sick leave bank under the provisions of this Agreement which shall be administered in accordance with the procedures hereinafter described. The purpose of the sick leave bank is to create a source of sick leave which may be used by a teacher who suffers extended personal sickness, injury, or disability, and who has exhausted all of the accumulated sick leave which was possessed by the teacher.
2. The number of sick leave days which may be held by the sick leave bank in a particular school year shall depend upon two factors; namely: 1) the number of sick leave days which are voluntarily deposited at the commencement of the school year by the teachers covered by this Agreement; and 2) the number of sick leave days which were voluntarily deposited by teachers in the immediately preceding school year but which are left unused. The commencement of every school year, each teacher is permitted to deposit into the bank one day of sick leave from the sick leave to which the teacher is otherwise entitled. Once the teacher has deposited such sick leave into the bank, the teacher may not thereafter unilaterally withdraw such sick leave for the personal use of the teacher. If at the end of the school year there are any unused sick leave days left in the bank from the group of sick leave days which have been deposited by teachers in said year, such days of sick leave may be carried over and held by the bank for the following year only. In such following year, the bank shall first be required to expend the sick leave days which are deposited by teachers at the commencement of such year before the bank may expend any of the sick leave days which have been carried over from the immediately preceding year. If any of such sick leave days which have been carried over from the immediately preceding year are not expended by the end of the year following, then all of such sick leave days shall expire. Such days shall not be carried over for a second year.

3. The policy of sick leave bank shall be governed by a board of directors consisting of four persons, two of whom shall be appointed by the Committee, and two of whom shall be appointed by the Association. The board of directors shall make all determinations concerning the awarding of sick leave; provided, however, that no teacher may be awarded sick leave from the bank so long as said teacher retains any accumulated sick leave to the teacher's credit. The operation of the bank shall be coordinated by the Superintendent of Schools.

D. Sick Leave Buy Back

When an employee retires irrevocably, such employee shall be entitled to receive payment from the Committee of an amount of money equal to the remaining number of accumulated and unused sick leave days to a maximum of one hundred and fifty (150) days retained by the teacher multiplied by the amount of sixty-five (\$65.00) dollars per day; provided, however, that all employees agree to give notice by December 1 if they intend to retire or resign before the start of the next school year. An employee failing to give such notice shall not be entitled to receive the payment for accumulated and unused sick leave set forth in this Article, provided that exceptions shall be granted if the employee could not reasonably anticipate extenuating circumstances such as a change in family circumstance, residence or ill health.

Notwithstanding the foregoing paragraph, an employee who has completed twenty (20) years of service in the Holbrook School System and who has been laid off and not recalled within the recall period set forth Article XXVIII, Reduction-In-Force shall be entitled to receive the payment for accumulated and unused sick leave set forth in this Article. Further, in the event of the death of an employee who has completed twenty (20) years of service in the Holbrook School System, the Executor or Administrator of such employee shall be entitled to the payment for accumulated and unused sick leave set forth in this Article.

Effective August 31, 2014, only employees with twenty (20) or more completed years of service in the Holbrook School System who die while employed or are impacted by the provisions of Article XXVIII Reduction In Force shall be entitled to the payment for accumulated and unused sick leave set forth in this Article. Effective August 31, 2014 the payment for accumulated and unused sick leave set forth in this Article shall be eliminated for all other employees.

In the event of death, amounts due to an employee under this provision shall be deemed by the School Committee to be fully earned and payable to the teacher's Executor or Administrator.

ARTICLE XXI
TEMPORARY LEAVES OF ABSENCE

A. Teachers will be entitled to the following leaves of absence with full pay each year:

1. Personal Business

Two (2) days of paid leave for the purpose of attending to a personal matter which requires the teacher's presence during the school year. The teacher shall furnish written notice to the principal at least one school day prior to such leave; and provided further that with respect to one of said two days of leave, the teacher shall advise the building principal as to the reason for such leave. Under no circumstances may any teacher be entitled to take personal leave for the purpose of extending a holiday or vacation or for creating a personal holiday. An additional personal day may be granted at the discretion of the Superintendent of Schools. Effective September 1, 2009, the number of days of paid leave under this article shall be increased to three (3), with the understanding that the teacher shall advise the building principal as to the reason for such leave with respect to two of the three days.

2. Religious Observance

Up to two (2) days of absence from school shall be granted to a teacher without loss of salary for the purpose of fulfilling a required obligation in accordance with tenets of his/her faith. A third day of said leave, if required, shall be deducted from the teacher's accumulated sick leave. No such days shall be granted if a person's obligations can be fulfilled at a time when schools are not in session. Written notice to the individual's Principal at least one week prior to such leave is prerequisite to the granting of said leave.

3. Bereavement Leave

Up to five (5) days at any time in the event of death in the teacher's family which shall include the teacher's spouse, child, parent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and a life partner who resides within the teacher's household; up to two (2) days in the event of the death of a teacher's aunt, cousin or uncle; provided; however, that such bereavement leave shall be taken at or about the time of death. Additional leave may be granted at the discretion of the Superintendent.

4. Educational Meetings, Conferences, School Visitations

With the prior approval of the Superintendent of Schools or his designee, teachers may visit other schools or attend meetings or conferences of an educational nature.

5. Association Business

With the prior approval of the Superintendent, upon sufficient notice, representatives of the Association may be allowed ten (10) days total at the election of the H.E.A. per school year to attend M.T.A. and/or H.E.A. conferences or conventions.

6. Court Appearances

Time necessary to appear in court when the teacher's attendance in court is required.

7. Reserve Duty

A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or National Government.

8. Jury Duty

A teacher shall be entitled to take a leave of absence for the purpose of serving on jury duty. Such teacher shall receive compensation in an amount equal to the difference between the teacher's regular salary and the amount of compensation which the teacher receives for service on jury duty; provided, however, that the teacher shall be required to submit to the Superintendent of School evidence of compensation which the teacher has received for jury duty.

B. Leave taken pursuant to this Article will be in addition to sick leave of this Agreement.

ARTICLE XXII
EXTENDED LEAVES OF ABSENCE

Teachers with professional status covered by this Agreement will be entitled to the following leaves of absence:

A. Peace Corps/Exchange Program

1. A leave of absence without pay of up to two (2) years will be granted to two (2) teachers per school year who join the Peace Corps as a teacher or who serve as a teacher in an exchange program approved by the Superintendent; and, provided said teacher is a full-time participant in either of the afore-described programs. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary

schedule at the level he would have achieved if he had not been absent on said leave.

2. It is agreed between the parties to this Agreement that, if a teacher who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said teacher will be presumed to have resigned from the Holbrook Public School System.

B. Military Leave

1. Military leave will be granted to any teacher with professional status or any teacher without professional status who is inducted or enlists to fulfill draft requirements only in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level he would have achieved had he remained actively employed in the System during the period of his absence to a maximum of three (3) years.

C. Maternity Leave

1. A teacher who is pregnant shall be entitled to use her accumulated sick leave for sickness and physical disability which are caused by pregnancy in the same manner and to the same extent that a teacher may use sick leave for any other sickness and physical disability of the teacher. The use of accumulated sick leave shall be supported by a physician's certificate in the same manner and to the same extent that the use of sick leave is supported by such certificate for any other sickness or physical disability of the teacher.
2. A teacher shall in her discretion be entitled to take an unpaid maternity leave of absence for a maximum of time equal to the period of time remaining through to the end of the school year in which the teacher's baby is born or for any shorter period of time thereof in such school year; provided, however, that said teacher shall give at least two weeks notice to the Committee of her anticipated date of return. A teacher whose baby is born in the summertime shall also be entitled to take an unpaid maternity leave of absence at the commencement of the following school year and under the same terms and conditions as a teacher whose baby is born during the school year.
3. Upon returning to her employment, the teacher shall be restored by the Committee to her previous position or to a similar position if available. A teacher who had taught for at least ninety-three school days during the school year in which the teacher takes the unpaid maternity leave of absence shall be given one full year's credit for increment step placement on the salary scale when the teacher returns to work. Otherwise, such teacher shall remain on the same step of the salary schedule.

D. Extended Bedside Care

A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family when the teacher's presence is required. (Immediate family as defined in Article XX, Sick Leave, B: Sick Leave for Bedside Care, paragraph 2). Additional leave may be granted at the discretion of the Committee.

E. Miscellaneous

1. Other leaves of absence without pay or increment may be granted by the Committee.
2. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced; or if not, to a substantially equivalent position if available.
3. All requests for extensions or renewals of leaves will be applied for and answered in writing. Any teacher who is on an extended leave of absence under this Article is required to send written notice to the Superintendent of Schools on or about February 1 of the preceding school year of the teacher's intention to return to employment in the succeeding school year. If the Superintendent does not receive any such notice, the Superintendent shall send a letter of inquiry to the teacher by certified mail, return receipt requested. Thereafter, if the Superintendent does not receive a written response from the teacher within a reasonable time, but not later than thirty days from the letter of inquiry, the Committee reserves the authority to determine that the teacher shall not be restored to a position in the Holbrook Public Schools.

ARTICLE XXIII
SABBATICAL LEAVES

The School Committee may grant sabbatical leaves under the following provisions:

1. Recommendations of the Superintendent of Schools.
2. No more than 2% of the teaching staff will be absent on sabbatical leave at any one time.
3. Requests for sabbatical leave expressing an intention must be received by the Superintendent no later than November 1 of the school year preceding the school year for which the sabbatical leave is requested. However, all requests for sabbatical leave which express intent only must be confirmed by the applicant as a firm request no later than five (5) school days prior to the Annual Town

Meeting of the school year preceding the school year for which the sabbatical leave is requested. Any teacher who requests a sabbatical leave shall first present such request in the form of a written proposal to the Superintendent of Schools. Such proposal shall include, among other things, a statement of the project or training which the teacher shall undertake during the time of the sabbatical leave. Thereafter, a teacher who is a candidate for a sabbatical leave shall be required to appear before the Committee and to make a verbal presentation to the Committee regarding such written proposal which shall also be submitted for review by the Committee.

4. The teacher has completed at least six (6) consecutive full school years of service in the Holbrook School System. In computing full years of service, ninety-one days are continuous with the remaining five (5) full school years of service.
5. Teachers on sabbatical leave will be paid fifty (50) percent of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.
6. The teacher will agree to return to employment in the Holbrook School System for two (2) full years in the same position.
7. All benefits to which a teacher was entitled at the time his sabbatical leave commenced will be restored to him upon his return.
8. During the sabbatical leave, the teacher's benefits shall continue.

ARTICLE XXIV **TEACHER FACILITIES**

- A. Each school will have the following facilities, where and when such are feasible:
 1. Space in each classroom for the storage of instructional materials and supplies.
 2. A teacher work area containing equipment and supplies to aid in the preparation of instructional material.
 3. A furnished room to be reserved for the exclusive use of the teachers as a faculty lounge.
 4. A serviceable desk and chair for the teacher in each classroom.
 5. A communication system so that teachers can communicate with the main teaching building office from the classroom.

6. A well-lighted and clean restroom for male teachers and a well-lighted and clean restroom for female teachers.
7. A separate, private dining area for the exclusive use of the teachers.
8. An adequate portion of the parking lot at each school reserved for teacher parking.
9. A telephone provided for the use of teachers, limited to school purposes.

B. Health and Safety:

In order to enhance the teacher's focus on the education of students, the administration will investigate any written staff complaint dealing with situations which adversely impact the learning process, health and/or safety of staff and students.

ARTICLE XXV
USE OF SCHOOL FACILITIES

- A. When available, facilities and equipment will be made available, without charge, for the use of all employees covered under this Agreement. At least seventy-two hours' notice will be given. Custodial services will be compensated by the Association consistent with established Committee policy.
- B. There will be one bulletin board in each school building, which will be placed in the faculty lounge, if any, for the purpose of displaying notices, circulars and other Association material.
- C. Teachers may be allowed the use of the school telephone. However, personal calls must be charged to the said teacher's home phone.

ARTICLE XXVI
CLASS SIZE

The Association and the Committee agree that class size is an important factor in creating optimum teaching and learning conditions.

The goal for teachers of English will be one hundred and twenty students.

If feasible, no more than two students will be assigned to a station in the science class.

The Committee shall schedule and maintain class sizes which are appropriate to the nature of the learning activity.

The Committee shall assign pupils to classrooms in numbers which are appropriate to the capacity of the teaching and learning facilities of such classroom.

In developing student class size assignments, Principals will consider the number of special needs children as weighting factor in balancing class size.

ARTICLE XXVII

EARLY RETIREMENT INCENTIVE PLAN

- A. The purpose of paragraphs A and B of this Article is to provide a financial incentive plan to encourage a teacher with professional status employed by the school committee prior to June 30, 2000 to retire voluntarily at the end of a contract year in which he shall have attained the age of 55, 56, 57, 58, 59, or 60; provided, however, that a notice of intent to so retire has been given to the Committee on a form furnished for this purpose by the Superintendent of Schools. Any such teacher with professional status who intends to retire under this plan shall fill out a form furnished by the Superintendent and shall mail it to the Committee by certified or registered mail return receipt requested. Such form shall be mailed to the Committee on or before December 10 of the contract year which ends three years prior to the intended date of retirement.
- B. During each of the three contract years next following the school year in which the notice of intent to retire has been mailed, the participating teacher shall be paid an annual salary at a rate which is seven per cent higher than the rate at which he would otherwise have been paid. If the teacher revokes his intention to retire, he shall repay the Town of Holbrook the additional seven per cent salary which he received under the retirement plan plus interest thereon computed in accordance with customary banking practices at the annual rate of five per cent.
- C. Notwithstanding the provisions to the contrary contained in paragraph A and B of the Article, any teacher with professional status who intends to retire at the end of the contract year which commences on July 1, 2001, shall be paid a salary during the said contract year at a rate that is seven percent higher than the rate at which he would otherwise have been paid, provided that such teacher will be between the ages of 58 and 68 inclusive, at any time during the said contract year and provided further that the teacher notifies the Committee before November 1, 2000, by certified or registered mail return receipt requested that he intends to so retire at the end of the said contract year.

ARTICLE XXVIII

REDUCTION-IN-FORCE

- A. Scope: In the event it becomes necessary to reduce the number of teachers within the school system, then no teacher with professional status shall be laid off if there is a teacher without professional status serving in a position that a teacher with professional status is certified to fill. The terms of this Article shall apply only to teachers with professional status.

- B. Seniority Units: In determining the order in which teachers shall be laid off, the Committee shall lay off teachers within disciplines based on a teacher's job performance and the best interest of the students. A teacher's job performance and the best interest of the students are defined by the teacher's past summative evaluation ratings. The summative evaluations compared shall include only those received by teachers with professional status in the targeted discipline since the 2013-14 work year. Furthermore, the total number of summative evaluations compared shall be the total number of summative evaluations received since the 2013-14 work year by the least senior teacher with professional status in the targeted discipline. Ratings of Proficient and Exemplary shall be considered equal. 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 being laid off first.

1. Separate seniority lists shall be established for the following disciplines:

a. preK-5

b. 6-12

1. English
2. Social Studies
3. Mathematics
4. Science

5. Business
6. Foreign Language
7. Family & Consumer Science

c. System Wide

- | | |
|----------------------|-------------------------|
| 1. Guidance | 5. Physical Education |
| 2. Visual Arts | 6. Reading |
| 3. Music | 7. Special Education |
| 4. Media Specialists | 8. Technology Education |

2. In order for a teacher to be included on a seniority list in any one or more of the above disciplines, he/she must be certified within the discipline and must:

- a. Have taught in the discipline within the past five years; or
- b. Be currently teaching within the discipline.

3. Definitions:

- a. Seniority shall be defined as the number of consecutive days, months and years of continuous teaching experience in the Holbrook School System. A teacher shall receive additional credit towards seniority for certain advanced degrees which the teacher has earned beyond the teacher's bachelors degree; provided, however, that a teacher shall receive no more than a total of two years' credit towards seniority regardless of the number of advanced degrees which the teacher may hold beyond the bachelors degree. As used herein, an advance degree shall be deemed to be the category of master's degree and the category of doctorate degree and certificate of advanced graduate studies. A doctorate degree and a

certificate of advanced graduate studies shall be alternate to one another. Provided, further, that no more than one-year credit towards seniority shall be granted for any one of such categories of degrees regardless of the number of degrees which a teacher may hold in any one of such categories; and provided, further, that no credit shall be given unless such degree is earned during the course of the teacher's employment in the Holbrook Public Schools or unless such degree has been set forth on the teacher's original application for employment in the Holbrook Public Schools. Unless the college or university which confers the degree is accredited by a national regional accrediting association at the time when the degree is conferred, the teacher shall not receive credit for such degree. In order to receive credit towards seniority for purposes of reduction in force, a teacher shall prior to February 1 present evidence to the Superintendent of Schools that the degree has been awarded. A teacher shall receive such credit for purposes of recall when the teacher presents evidence to the Superintendent of Schools that the degree has been awarded.

- b. The word "consecutive" shall be defined as years of service which follow one another without interruption, including years the whole or a part of which are taken as leaves of absence with pay. Unpaid leaves of absence taken in accordance with this Agreement shall not be considered as breaks in said continuous service, except that the time of said leaves shall not be counted as days, months and years for the purpose of this definition.

C. Layoff Procedure

No later than May fifteenth the Superintendent shall send to each such teacher a letter notifying such teacher of the proposed action on reduction in force.

D. Recall Procedure

1. Teachers who are laid off because of a reduction shall be recalled to fill vacancies and new positions for which they are certified. Such recall shall be by seniority within certificate(s).
2. A teacher's name will remain on the recall list for one calendar year after August 31st of the year in which the reduction-in-force was voted.
3. A teacher on the recall list will be entitled to two refusals of an offered position before his/her name is removed from the recall list. The second position offer must be made at least one month after the first position offer before being considered the second refusal.
4. It is understood by both parties that nothing in this provision would preclude the Committee from employing a teacher who is not in the Unit when a position has been refused by a Unit member and no other Unit member is certified.

5. During the recall period, teachers who have been laid off shall be given absolute preference on the substitute list, provided, however, that the teacher makes application to have his/her name included on the substitute list.
 6. A teacher must respond to a written communication of recall within five days of its receipt as verified by a return receipt certified letter or the offer will be considered null and void and be counted as a refusal.
 7. After the recall period teachers laid off from the Holbrook Public Schools will, upon proper application, be given equal consideration for new positions and/or vacancies.
 8. Teachers with professional status who are laid off shall be recalled with professional status. All teachers who are recalled will be credited with sick leave credit and salary step placement accrued up to the time of lay off.
- E. Teachers who are laid-off may continue group insurance coverage during the recall period as provided by the Committee to members of the bargaining unit subject to the provisions of Chapter 32B of the General Laws; provided, however, that said teacher shall pay the entire cost of said insurance and there shall be no contribution by the Committee for such teacher's insurance. Such group insurance shall be treated in accordance with the provisions of paragraph two of Article XVI, Insurance and Annuity Plan, of this Agreement.

ARTICLE XXIX

PART-TIME TEACHERS

- A. Salaries: A part-time regular teacher and a part-time special subject teacher shall receive compensation at the appropriate step and lane of a regular teacher's salary; provided however, that the rate of such compensation for a part-time regular teacher shall be twenty per cent of the regular teacher's salary multiplied by the number of periods which the part-time special subject teacher actually teaches. In addition, a part-time regular teacher and a part-time special subject teacher shall be required to perform certain non-teaching duties in an amount of time which shall be determined by the number of teaching periods which the part-time regular and special subject teachers actually teach, namely fifteen minutes for every such teaching period for a part-time regular teacher, and ten minutes for every such teaching period for a part-time special subject teacher; provided however, that such non-teaching duty time shall not be compensated.

The Committee shall make every effort to make assignments of both teaching periods and non-teaching duty time as consecutively as possible.

- B. Sick Leave: A part-time teacher shall receive the same number of days of sick leave and personal as a regular teacher, but the per diem pay for each such day will be prorated based upon the part-time teacher's compensation.

- C. Other Benefits: All other benefits, rights, and privileges under the Agreement, including seniority, shall be granted on the same proportionate basis as for salaries.

ARTICLE XXX
PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

A. Tuition Cost Reimbursement

1. Subject to the continuing availability of Professional Development Funds as part of the Education Reform Act of 1993, bargaining unit members will be annually entitled to reimbursement of the full tuition cost of one graduate level course and/or its equivalence for clinical evaluation units or continuing education units ("CEU's") applicable to a bargaining unit member's area of responsibility completed during the twelve (12) month period commencing July 1 of any year. A teacher may be reimbursed hereunder for no more than three credit hours per approved course. Satisfactory completion is defined as a grade of "B" or better, "Pass" in a pass/fail system, or a certificate indicating "Satisfactory Completion" if specific grades are not issued.
2. An "approved" course is one which is in a teacher's role and beneficial to the growth of the teacher in his/her area of responsibility and for which approval for reimbursement from the Superintendent has been obtained prior to the teacher's commencement of the course. Courses other than those earning university credit may be accepted for reimbursement at the discretion of the Superintendent. The Superintendent's decision on whether to approve a course is final and binding and not subject to arbitration.
3. A minimum of thirty thousand (\$30,000) dollars shall be budgeted for the purpose of this Article. All reimbursements for approved courses will be distributed by or before July 15. The reimbursement shall not exceed the Bridgewater State College tuition rate.
4. In the event that there are insufficient funds to cover the full cost of one course, the funds available will be distributed by apportioning the said funds such that the numerator is the total amount of funds available and the denominator is the total number of all approved courses taken by teachers.
5. A listing of the no-cost options will be provided in each year to bargaining unit members as required by G.L. c.71, Sec. 38G. Professional development no-cost options shall include no fewer than 3 PDPs in ELL and 3 PDPs in Special Education each year.

B. Professional Days:

1. The Professional Development Committee, including teachers and administrators representing each school, shall have authority for the planning and coordination of all professional day activities.
2. Professional Development Days, herein defined, are contingent upon continued funding of professional development by the State Legislature through Chapter 70 school funding program.

C. Recertification (Relicensure)

1. The Principal shall be responsible for approving the Individual Professional Development Plans (IPDPs) of the teachers at the elementary level. The principal or the assistant principal, at the discretion of the principal, shall be responsible for approving the IPDPs at the middle school and high school levels. In the case of shared staff, the principal or the assistant principal, at the discretion of the principal, at the teacher's home school shall be responsible for approving the IPDP.
2. Each teacher must seek initial approval of the IPDP no later than June 30, unless there is mutual agreement between the teacher and the person responsible for approving the IPDP to extend the deadline to no later than October 1.
3. The IPDP shall be submitted on the form attached as Appendix F.
4. In each year, each teacher will be provided with a copy of the district Professional Development Plan and the relevant School Improvement Plan no later than opening of school.
5. If a principal or an assistant principal refuses to approve an IPDP, the reason for said refusal must be set forth in writing to the teacher.
6. A teacher on a leave of absence shall be granted three (3) months from the date of return to work to obtain approval of the IPDP.
7. In the event that teachers are no longer required, by regulation, to obtain initial approval or final endorsement of an IPDP for recertification, this Section shall be declared null and void.

ARTICLE XXXI

DURATION

- A. This Agreement shall take effect on September 1, 2017 and shall continue in full force and effect until and including August 31, 2020 and, shall continue in force and effect thereafter until a successor agreement is signed by both parties.
- B. Negotiations for Successor Agreement
 - 1. This Agreement, except as otherwise provided above, may be reopened by either party no earlier than October 1, 2019, for the purpose of commencing negotiations for a successor Contract.
 - 2. Negotiation meetings shall start no earlier than October 1, 2019 and no later than January 15, 2020, unless the parties agree to an earlier date.
- C. At the initial negotiation session, both parties will endeavor to establish an agenda of items to be discussed at subsequent sessions.

IN WITNESS WHEREOF, the SCHOOL COMMITTEE OF THE TOWN OF HOLBROOK has caused this AGREEMENT to be signed in its name and behalf by its chairman, and the HOLBROOK EDUCATION ASSOCIATION has caused this Agreement to be signed in its name and behalf of its President, the ____ day of _____, 2017.

School Committee of the
Town of Holbrook

Holbrook Education Association

Chairman

President

APPENDIX A1
TEACHERS' BASIC SALARY SCHEDULE
September 1, 2017
2% ATB INCREASE

STEP	B	B+15	B+30	M	M+15	M+30	M+45/CAGS	DOC
1	\$40,261	\$41,874	\$43,288	\$44,694	\$46,104	\$47,513	\$49,116	\$50,589
2	\$44,885	\$47,469	\$48,560	\$49,671	\$51,149	\$52,628	\$54,136	\$55,759
3	\$47,206	\$49,199	\$50,318	\$51,453	\$52,926	\$54,399	\$55,790	\$57,465
4	\$50,609	\$52,631	\$53,221	\$54,922	\$56,713	\$58,505	\$60,032	\$61,832
5	\$53,729	\$56,394	\$57,279	\$58,418	\$60,245	\$62,071	\$63,627	\$65,536
6	\$56,663	\$59,350	\$60,541	\$61,763	\$63,284	\$64,807	\$66,373	\$68,366
7	\$59,673	\$61,790	\$63,001	\$64,208	\$65,728	\$67,249	\$68,718	\$70,780
8	\$62,732	\$64,812	\$66,053	\$67,219	\$69,136	\$70,991	\$72,589	\$74,767
9	\$65,731	\$67,895	\$69,155	\$70,399	\$72,284	\$74,148	\$75,774	\$78,048
10	\$68,184	\$70,980	\$72,269	\$73,538	\$75,090	\$76,642	\$78,268	\$80,617
11	\$74,838	\$77,059	\$78,368	\$79,661	\$81,227	\$82,791	\$84,311	\$86,839
13	\$75,400	\$77,638	\$78,956	\$80,260	\$81,836	\$83,412	\$84,942	\$87,490
18	\$75,961	\$78,215	\$79,544	\$80,857	\$82,444	\$84,032	\$85,575	\$88,143
20	\$77,481	\$79,780	\$81,133	\$82,474	\$84,094	\$85,713	\$87,286	\$89,905

APPENDIX A2
TEACHERS' BASIC SALARY SCHEDULE
September 1, 2018
2.00% ATB INCREASE

STEP	B	B+15	B+30	M	M+15	M+30	M+45/CAGS	DOC
1	\$41,066	\$42,711	\$44,153	\$45,587	\$47,026	\$48,464	\$50,099	\$51,601
2	\$45,783	\$48,418	\$49,531	\$50,664	\$52,172	\$53,680	\$55,218	\$56,875
3	\$48,150	\$50,184	\$51,324	\$52,482	\$53,985	\$55,488	\$56,907	\$58,615
4	\$51,621	\$53,684	\$54,285	\$56,020	\$57,847	\$59,674	\$61,232	\$63,068
5	\$54,804	\$57,522	\$58,425	\$59,587	\$61,450	\$63,312	\$64,899	\$66,847
6	\$57,796	\$60,537	\$61,751	\$62,999	\$64,550	\$66,102	\$67,701	\$69,733
7	\$60,867	\$63,026	\$64,262	\$65,493	\$67,043	\$68,594	\$70,093	\$72,196
8	\$63,987	\$66,108	\$67,374	\$68,563	\$70,519	\$72,410	\$74,041	\$76,262
9	\$67,046	\$69,253	\$70,539	\$71,807	\$73,729	\$75,632	\$77,290	\$79,609
10	\$69,547	\$72,400	\$73,715	\$75,008	\$76,591	\$78,174	\$79,834	\$82,230
11	\$76,335	\$78,601	\$79,935	\$81,255	\$82,851	\$84,447	\$85,997	\$88,576
13	\$76,908	\$79,190	\$80,535	\$81,864	\$83,473	\$85,080	\$86,642	\$89,241
18	\$77,480	\$79,780	\$81,134	\$82,474	\$84,093	\$85,713	\$87,286	\$89,905
20	\$79,030	\$81,375	\$82,735	\$84,123	\$85,776	\$87,428	\$89,032	\$91,703

APPENDIX A3
TEACHERS' BASIC SALARY SCHEDULE
September 1, 2019
2.00% ATB INCREASE

STEP	B	B+15	B+30	M	M+15	M+30	M+45/CAGS	DOC
1	\$41,888	\$43,566	\$45,036	\$46,499	\$47,967	\$49,433	\$51,101	\$52,633
2	\$46,699	\$49,387	\$50,522	\$51,677	\$53,216	\$54,754	\$56,323	\$58,012
3	\$49,113	\$51,187	\$52,351	\$53,532	\$55,065	\$56,598	\$58,045	\$59,787
4	\$52,654	\$54,757	\$55,371	\$57,140	\$59,004	\$60,868	\$62,457	\$64,330
5	\$55,900	\$58,672	\$59,593	\$60,779	\$62,679	\$64,579	\$66,197	\$68,184
6	\$58,952	\$61,747	\$62,986	\$64,259	\$65,841	\$67,424	\$69,055	\$71,127
7	\$62,084	\$64,287	\$65,547	\$66,803	\$68,384	\$69,966	\$71,494	\$73,640
8	\$65,267	\$67,430	\$68,722	\$69,934	\$71,929	\$73,858	\$75,522	\$77,787
9	\$68,387	\$70,639	\$71,949	\$73,243	\$75,204	\$77,144	\$78,836	\$81,201
10	\$70,938	\$73,848	\$75,189	\$76,508	\$78,123	\$79,738	\$81,431	\$83,874
11	\$77,862	\$80,173	\$81,534	\$82,880	\$84,508	\$86,136	\$87,717	\$90,348
13	\$78,446	\$80,774	\$82,146	\$83,502	\$85,142	\$86,782	\$88,374	\$91,025
18	\$79,030	\$81,375	\$82,757	\$84,123	\$85,775	\$87,427	\$89,032	\$91,703
20	\$80,611	\$83,003	\$84,390	\$85,806	\$87,492	\$89,176	\$90,813	\$93,537

APPENDIX B1
ATHLETICS
September 1, 2017 – August 31, 2018

INTERSCHOLASTIC SPORTS

No. Position	Step 1	Step 2	Step 3	Step 4	Step 5
1. Athletic Director	\$7,394	\$7,948	\$8,504	\$9,100	\$9,735
2. Athletic Event Supervisor	\$75.37 per event				

B. Head Coaches

3. Football	\$5,838	\$6,270	\$6,840	\$7,192	\$7,641
4. Hockey	\$4,122	\$4,502	\$4,773	\$5,087	\$5,476
5. Basketball	\$4,122	\$4,502	\$4,773	\$5,087	\$5,476
6. Soccer	\$3,982	\$4,351	\$4,662	\$4,985	\$5,327
7. Baseball	\$3,569	\$3,897	\$4,176	\$4,444	\$4,773
8. Softball	\$3,569	\$3,897	\$4,176	\$4,444	\$4,773
9. Wrestling	\$3,456	\$3,729	\$4,043	\$4,317	\$4,594
10. Gymnastics	\$3,456	\$3,729	\$4,043	\$4,317	\$4,594
11. Track	\$3,456	\$3,729	\$4,043	\$4,317	\$4,594
12. Volleyball	\$3,274	\$3,574	\$3,828	\$4,102	\$4,376
13. Field Hockey	\$3,274	\$3,574	\$3,828	\$4,102	\$4,376
14. Cross Country	\$2,946	\$3,231	\$3,493	\$3,785	\$4,009
15. Cheerleaders/Season	\$1,618	\$1,768	\$1,885	\$2,038	\$2,165
16. Golf	\$1,618	\$1,768	\$1,885	\$2,038	\$2,165

Assistant Coaches

17. Football	\$3,528	\$3,827	\$4,162	\$4,352	\$4,743
18. Basketball	\$2,892	\$3,191	\$3,449	\$3,669	\$3,930
19. Softball	\$2,638	\$2,850	\$3,071	\$3,263	\$3,478
20. Baseball	\$2,638	\$2,850	\$3,071	\$3,263	\$3,478
21. Field Hockey	\$2,016	\$2,178	\$2,351	\$2,489	\$2,661
22. Volleyball	\$2,016	\$2,178	\$2,351	\$2,489	\$2,661
23. JV Soccer	\$2,016	\$2,178	\$2,351	\$2,489	\$2,661
24. Track	\$1,950	\$2,133	\$2,277	\$2,453	\$2,610
25. Hockey	\$1,928	\$2,127	\$2,295	\$2,454	\$2,617
26. Freshmen Basketball	\$1,928	\$2,127	\$2,295	\$2,454	\$2,617

Intramural Sports \$24.97 per event

APPENDIX B2

ATHLETICS

September 1, 2018 – August 31, 2019

INTERSCHOLASTIC SPORTS

No. Position	Step 1	Step 2	Step 3	Step 4	Step 5
1. Athletic Director	\$7,542	\$8,107	\$8,674	\$9,282	\$9,930
2. Athletic Event Supervisor	\$76.88 per event				

B. Head Coaches

3. Football	\$5,954	\$6,396	\$6,976	\$7,336	\$7,794
4. Hockey	\$4,205	\$4,592	\$4,869	\$5,188	\$5,585
5. Basketball	\$4,205	\$4,592	\$4,869	\$5,188	\$5,585
6. Soccer	\$4,062	\$4,438	\$4,755	\$5,084	\$5,433
7. Baseball	\$3,640	\$3,975	\$4,260	\$4,532	\$4,869
8. Softball	\$3,640	\$3,975	\$4,260	\$4,532	\$4,869
9. Wrestling	\$3,525	\$3,803	\$4,124	\$4,403	\$4,686
10. Gymnastics	\$3,525	\$3,803	\$4,124	\$4,403	\$4,686
11. Track	\$3,525	\$3,803	\$4,124	\$4,403	\$4,686
12. Volleyball	\$3,340	\$3,645	\$3,904	\$4,184	\$4,463
13. Field Hockey	\$3,340	\$3,645	\$3,904	\$4,184	\$4,463
14. Cross Country	\$3,005	\$3,296	\$3,562	\$3,861	\$4,089
15. Cheerleaders/Season	\$1,650	\$1,803	\$1,923	\$2,079	\$2,208
16. Golf	\$1,650	\$1,803	\$1,923	\$2,079	\$2,208

Assistant Coaches

17. Football	\$3,599	\$3,903	\$4,245	\$4,439	\$4,838
18. Basketball	\$2,950	\$3,255	\$3,518	\$3,743	\$4,008
19. Softball	\$2,691	\$2,907	\$3,133	\$3,328	\$3,548
20. Baseball	\$2,691	\$2,907	\$3,133	\$3,328	\$3,548
21. Field Hockey	\$2,057	\$2,221	\$2,398	\$2,538	\$2,715
22. Volleyball	\$2,057	\$2,221	\$2,398	\$2,538	\$2,715
23. JV Soccer	\$2,057	\$2,221	\$2,398	\$2,538	\$2,715
24. Track	\$1,989	\$2,175	\$2,323	\$2,502	\$2,663
25. Hockey	\$1,966	\$2,169	\$2,341	\$2,503	\$2,669
26. Freshmen Basketball	\$1,966	\$2,169	\$2,341	\$2,503	\$2,669

Intramural Sports	\$25.47 per event
--------------------------	-------------------

APPENDIX B3
ATHLETICS
September 1, 2019 – August 31, 2020

INTERSCHOLASTIC SPORTS

No. Position	Step 1	Step 2	Step 3	Step 4	Step 5
1. Athletic Director	\$7,693	\$8,269	\$8,848	\$9,468	\$10,128
2. Athletic Event Supervisor	\$78.42 per event				

B. Head Coaches

3. Robotics / Football	\$6,074	\$6,524	\$7,116	\$7,483	\$7,949
4. Hockey	\$4,289	\$4,684	\$4,966	\$5,292	\$5,697
5. Basketball	\$4,289	\$4,684	\$4,966	\$5,292	\$5,697
6. Soccer	\$4,144	\$4,527	\$4,850	\$5,186	\$5,542
7. Baseball	\$3,713	\$4,055	\$4,345	\$4,623	\$4,966
8. Softball	\$3,713	\$4,055	\$4,345	\$4,623	\$4,966
9. Wrestling	\$3,596	\$3,879	\$4,206	\$4,491	\$4,780
10. Gymnastics	\$3,596	\$3,879	\$4,206	\$4,491	\$4,780
11. Track	\$3,596	\$3,879	\$4,206	\$4,491	\$4,780
12. Volleyball	\$3,406	\$3,718	\$3,982	\$4,268	\$4,553
13. Field Hockey	\$3,406	\$3,718	\$3,982	\$4,268	\$4,553
14. Cross Country	\$3,065	\$3,362	\$3,634	\$3,938	\$4,171
15. Cheerleaders/Season	\$1,683	\$1,839	\$1,961	\$2,120	\$2,253
16. Golf	\$1,683	\$1,839	\$1,961	\$2,120	\$2,253

Assistant Coaches

17. Football	\$3,671	\$3,981	\$4,330	\$4,528	\$4,935
18. Basketball	\$3,009	\$3,320	\$3,588	\$3,818	\$4,088
19. Softball	\$2,745	\$2,965	\$3,195	\$3,395	\$3,619
20. Baseball	\$2,745	\$2,965	\$3,195	\$3,395	\$3,619
21. Field Hockey	\$2,098	\$2,266	\$2,446	\$2,589	\$2,769
22. Volleyball	\$2,098	\$2,266	\$2,446	\$2,589	\$2,769
23. JV Soccer	\$2,098	\$2,266	\$2,446	\$2,589	\$2,769
24. Track	\$2,028	\$2,219	\$2,369	\$2,552	\$2,716
25. Hockey	\$2,006	\$2,212	\$2,388	\$2,553	\$2,722
26. Freshmen Basketball	\$2,006	\$2,212	\$2,388	\$2,553	\$2,722

Intramural Sports	\$25.98 per event
--------------------------	-------------------

Appendix C1 Extracurricular Activities Stipends September 1, 2017 - August 31, 2018

A. Class Advisors						
Grade 12	\$2,268					
Grade 11	\$1,700					
Grade 10	\$1,305					
Grade 9	\$1,137					
Grade 8	\$1,021					
Grade 7	\$907					
B. GSA Advisor						
Mock Trial Advisor	\$893					
Civics Club	\$893					
Chess Club	\$893					
Health & Fitness Club	\$893					
C. School Activities Advisors						
	Step 1	Step 2	Step 3	Step 4	Step 5	
1. Yearbook						
Art	\$1,955	\$2,114	\$2,273	\$2,461	\$2,610	
Literary	\$1,955	\$2,114	\$2,273	\$2,461	\$2,610	
2. Drama/Musicals						
Senior Musical:						
Drama Director	\$1,618	\$1,768	\$1,885	\$2,038	\$2,435	
Music Director	\$1,618	\$1,768	\$1,885	\$2,038	\$2,435	
School Play:						
Director (per play)	\$1,618	\$1,768	\$1,885	\$2,038	\$2,435	
3. Student Activities	\$1,861	\$2,217	\$2,448	\$2,699	\$2,946	
Student Council	\$1,618	\$1,768	\$1,887	\$2,038	\$2,165	
Art Work - High School	\$1,618	\$1,768	\$1,887	\$2,038	\$2,165	
Majorettes	\$1,925	\$2,051	\$2,260	\$2,422	\$2,540	
Newspaper	\$1,386	\$1,447	\$1,547	\$1,623	\$1,668	
Honor Society	\$1,386	\$1,447	\$1,547	\$1,623	\$1,668	
Jr. Honor Society	\$1,386	\$1,447	\$1,547	\$1,623	\$1,668	
Director of Choral Activities	\$2,718	\$3,086	\$3,380	\$3,677	\$ -	
4. Robotics	\$5,838	\$6,270	\$6,840	\$7,192	\$7,641	
D. Elementary Grades Extra Activities						
Student Council	\$743					
Ecology Club	\$743					
Gymnastics	\$743					
E. PAL Coordinator position:						
	\$7,933					

Appendix C2 Extracurricular Activities Stipends September 1, 2018 - August 31, 2019

A. Class Advisors						
Grade 12	\$2,313					
Grade 11	\$1,734					
Grade 10	\$1,331					
Grade 9	\$1,160					
Grade 8	\$1,041					
Grade 7	\$925					
B. GSA Advisor						
Mock Trial Advisor	\$910					
Civics Club	\$910					
Chess Club	\$910					
Health & Fitness Club	\$910					
C. School Activities Advisors						
	Step 1	Step 2	Step 3	Step 4	Step 5	
1. Yearbook						
Art	\$1,994	\$2,156	\$2,319	\$2,510	\$2,663	
Literary	\$1,994	\$2,156	\$2,319	\$2,510	\$2,663	
2. Drama/Musicals						
Senior Musical:						
Drama Director	\$1,650	\$1,803	\$1,923	\$2,079	\$2,483	
Music Director	\$1,650	\$1,803	\$1,923	2,079	\$2,483	
School Play:						
Director (per play)	\$1,650	\$1,803	\$1,923	\$2,079	\$2,483	
3. Student Activities	\$1,899	\$2,261	\$2,497	\$2,753	\$3,005	
Student Council	\$1,650	\$1,803	\$1,925	\$2,079	\$2,208	
Art Work - High School	\$1,650	\$1,803	\$1,925	\$2,079	\$2,208	
Majorettes	\$1,963	\$2,092	\$2,305	\$2,470	\$2,590	
Newspaper	\$1,414	\$1,476	\$1,578	\$1,655	\$1,701	
Honor Society	\$1,414	\$1,476	\$1,578	\$1,655	\$1,701	
Jr. Honor Society	\$1,414	\$1,476	\$1,578	\$1,655	\$1,701	
Director of Choral Activities	\$2,772	\$3,148	\$3,448	\$3,750	\$ -	
4. Robotics	\$5,954	\$6,396	\$6,976	\$7,336	\$7,794	
D. Elementary Grades Extra Activities						
Student Council	\$758					
Ecology Club	\$758					
Gymnastics	\$758					
E. PAL Coordinator position:						
	\$8,092					

Appendix C3 Extracurricular Activities Stipends September 1, 2019 - August 31, 2020

A. Class Advisors						
Grade 12	\$2,360					
Grade 11	\$1,769					
Grade 10	\$1,357					
Grade 9	\$1,183					
Grade 8	\$1,062					
Grade 7	\$944					
B. GSA Advisor						
Mock Trial Advisor	\$929					
Civics Club	\$929					
Chess Club	\$929					
Health & Fitness Club	\$929					
C. School Activities Advisors						
	Step 1	Step 2	Step 3	Step 4	Step 5	
1. Yearbook						
Art	\$2,034	\$2,200	\$2,365	\$2,560	\$2,716	
Literary	\$2,034	\$2,200	\$2,365	\$2,560	\$2,716	
2. Drama/Musicals						
Senior Musical:						
Drama Director	\$1,683	\$1,839	\$1,961	\$2,120	\$2,533	
Music Director	\$1,683	\$1,839	\$1,961	\$2,120	\$2,533	
School Play:						
Director (per play)	\$1,683	\$1,839	\$1,961	\$2,120	\$2,533	
3. Student Activities						
Student Council	\$1,683	\$1,839	\$1,964	\$2,120	\$2,253	
Art Work - High School	\$1,683	\$1,839	\$1,964	\$2,120	\$2,253	
Majorettes	\$2,002	\$2,133	\$2,351	\$2,520	\$2,642	
Newspaper	\$1,442	\$1,506	\$1,610	\$1,689	\$1,735	
Honor Society	\$1,442	\$1,506	\$1,610	\$1,689	\$1,735	
Jr. Honor Society	\$1,442	\$1,506	\$1,610	\$1,689	\$1,735	
Director of Choral Activities	\$2,827	\$3,210	\$3,517	\$3,825	\$ -	
4. Robotics						
	\$6,074	\$6,524	\$7,116	\$7,483	\$7,949	
D. Elementary Grades Extra Activities						
Student Council	\$773					
Ecology Club	\$773					
Gymnastics	\$773					
E. PAL Coordinator position:						
	\$8,254					

Appendix D1 Staff Assistant Activities September 1, 2017 - August 31, 2018

A. Annual Stipends		
Secondary Program Specialist	\$7,476	
Elementary Asst. Principal (Teaching)	\$3,738	
SPED Liaison (K - 12)	\$2,492	
Audiovisual Advisor	\$1,856	
B. Hourly Compensation		
Detention/After School Suspension	\$35.76	per hour
Home Tutors (Academic)	\$35.24	per hour
Home Tutors (SPED)	per diem hourly rate	
C. Technology Liaison	\$1,705	
Web Page Liaison	\$1,705	

Appendix D2 Staff Assistant Activities September 1, 2018 - August 31, 2019

A. Annual Stipends		
Secondary Program Specialist	\$7,626	
Elementary Asst. Principal (Teaching)	\$3,813	
SPED Liaison (K - 12)	\$2,542	
Audiovisual Advisor	\$1,893	
B. Hourly Compensation		
Detention/After School Suspension	\$36.47	per hour
Home Tutors (Academic)	\$35.94	per hour
Home Tutors (SPED)	per diem hourly rate	
C. Technology Liaison	\$1,739	
Web Page Liaison	\$1,739	

Appendix D3 Staff Assistant Activities September 1, 2019 - August 31, 2020

A. Annual Stipends		
Secondary Program Specialist	\$7,778	
Elementary Asst. Principal (Teaching)	\$3,889	
SPED Liaison (K - 12)	\$2,592	
Audiovisual Advisor	\$1,931	
B. Hourly Compensation		
Detention/After School Suspension	\$37.20	per hour
Home Tutors (Academic)	\$36.66	per hour
Home Tutors (SPED)	per diem hourly rate	
C. Technology Liaison	\$1,774	
Web Page Liaison	\$1,774	

Appendix E
Holbrook Public Schools
Teacher and Caseload Educator Contract Language
Tentative Agreement Recommended by
Joint Committee of Holbrook School Administrators
and Holbrook Education Association

1) Purpose of Educator Evaluation

- A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq-. 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 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

- 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, observations, artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice-
- 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. An educator with PTS shall be considered in a new assignment when teaching under a different license.
 - 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 three months 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.

- 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 a team of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- S) **Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. 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 Holbrook Education Association and the Holbrook School Committee are the parties to this agreement

- 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/or supplemental to 603 CMR 35.00.
- 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.
- 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. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. 603 CMR 35.08(3). To be rated Proficient overall, a teacher shall, at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching all Students standards for teachers, 603 CMR 35.03(1) and 35.03(2). Evaluations used to make the educator's overall performance rating and the rating on each of the four standards which may inform personnel decisions such as assignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.
- 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 as defined above.
- DD) **Trends in student learning:** At least three (3) years of data from 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 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.
 - iii) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA) gain scores; and
 - iv) 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.
 - v) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement. The measures shall be based on the Educator's role and responsibility.
- B) Observations and artifacts of practice including;
- i) Unannounced observations of at least 10 minutes.
 - ii) Announced observation(s) of at least 30 minutes of educator in main assignment.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Other Evidence, including but not limited to:
- i) Evidence compiled and presented by the Educator or Evaluator, 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); and
- iv) Student Feedback – the parties agree to bargain over this matter after guidance issued by DESE.

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 Holbrook rubric is attached to this agreement.

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. This training shall occur during the contractual time. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE and input from the Association.
- 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 one (1) month of the date of hire. If mandatory, this learning activity shall occur during the contractual time. If the learning activity is voluntary, the parties may agree to hold it outside of contractual time. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

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 District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

- iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided when the availability and use of technology permit.

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and bringing to the goal setting meeting a self-assessment by October 15th or within six weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the rubric.
 - (c) Proposed goals to pursue as described below.

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 the goal-setting process, school and/or district leaders will provide educators with assessment data analysis and copies of the school and/or district goals.
- ii) For Educators in their first year of practice, the Evaluator will meet with each Educator by October 15th (or within six weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.
- 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 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 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.
- 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.
- 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, whether they be individual or team goals.
 - iv) For educators with Professional Teacher Status with ratings of Proficient and Exemplary, the professional practice goal may be a team goal. In addition, these educators may include professional practice goals that address enhancing skills

that enable the educator to share proficient practices with colleagues or develop leadership skills.

- D) The Evaluator completes the Educator Plan at the goal setting meeting and submits the plan. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response, which shall be attached to the plan. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Observations**

The Evaluator's first observation of the Educator shall 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, but not less than 10 minutes.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within seven (7) 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 announced observation of at least 30 minutes in duration within 30 school days. All procedural aspects of Section B shall apply.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within seven (7) 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 seven (7) 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 two (2) school days if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within seven (7) 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.

10) **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 place 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 seven (7) school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within seven (7) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

11) 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 seven (7) school days receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within seven (7) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. 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.

12) **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 primary 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 prior to the end of the school year. The signature indicates that the Educator received the Summative Evaluation. 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.

13) **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.
- 14) **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.
- 15) **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.
- 16) **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.

17) **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 at least three months and no more than one school year.
- 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) When providing notice to an Educator that he/she is being placed on an Improvement Plan, the Evaluator will provide the Educator with a copy of this section (Section 17 - Educator Plans: Improvement Plan).
 - iii) Upon the educator's request a representative of the Association shall attend the meeting to discuss the 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 Improvement Plan along with a copy of Section 17 of this document shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- 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 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 may 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 may recommend to the superintendent that the Educator be dismissed.

20. Timelines

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

A) Educators with PTS on Two Year Plans

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

B) Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

ESE will provide guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

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

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that 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 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) Violations of this article are subject to the grievance and arbitration procedure.