

LEVERETT SCHOOL COMMITTEE

AGREEMENT

LEVERETT EDUCATION ASSOCIATION

SEPTEMBER 1, 2018 - AUGUST 31, 2021

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LEVERETT SCHOOL COMMITTEE
LEVERETT EDUCATION ASSOCIATION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made this 1st day of September 2018 by the SCHOOL COMMITTEE OF LEVERETT (hereinafter sometimes referred to as the Committee) and the LEVERETT EDUCATION ASSOCIATION (hereinafter sometimes referred to as the Association) an affiliate of the Massachusetts Teachers Association and the National Education Association.

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Leverett, and that good morale within the teaching staff of the Leverett Elementary School is important to the achievement of that purpose, and recognizing also, our responsibilities to the citizens of Leverett, we the undersigned parties to this contract declare that the following principles, procedures, terms and conditions of employment are hereby adopted:

That fair and appropriate treatment of employees by the School Committee; full and faithful adherence to this contract by both the School Committee and the professional employees individually and collectively; and the pursuit of excellence, the provision of the highest quality, effective instruction and exemplary professional conduct by the professional employees individually and collectively are required for our school.

That fulfillment of these respective responsibilities can be facilitated and supported by a cooperative relationship in the enforcement of policies, procedures, regulations and standards that exist in association with this agreement and those policies which relate to conditions of employment for the professional staff and the care and instruction of children. Therefore, this agreement precludes strikes, work stoppages, or work slowdowns on the part of the professional staff, either collectively or individually and it precludes the exercise of the School Committee's authority in a manner which is capricious, arbitrary, or intended solely for the purpose of harming professional employees, either individuals or the collectivity.

ARTICLE 1
RECOGNITION AND COMMITTEE RIGHTS

The Committee recognizes the Association for the purposes of collective bargaining, as the exclusive representative of all teachers, nurses, school psychologists, paraeducators, nurse's aides, and such non-supervisory professional employees as non-supervisory coordinators, employed by the Leverett School Committee.

Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the School District; including, but not limited to the rights, in accord with its own judgment to determine the number of employees, to hire them and direct their work; to make all employment and compensation decisions; to set and implement standards of effectiveness; to determine the personnel, methods, means, and facilities by which operations are conducted; to discipline employees; to set the starting and leaving time and the number of hours or days to be worked; to use independent contractors or consultants to perform work or services; to expand, reduce, alter, combine, transfer, assign, or cease any position, program, operation, or service; to control and regulate the use of equipment, methods, materials, and equipment; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the District and to direct the District's employees.

ARTICLE 2
NEGOTIATIONS PROCEDURE

This contract will be effective September 1, 2018 and will continue and remain in full force and effect until August 31, 2021.

ARTICLE 3
SAVINGS CLAUSE

If any provision of this contract is held to be contrary to law by an appropriate court of law, all other provisions of the contract will continue in full force and effect, and the Committee and the Association will meet for the purpose of amending or deleting the illegal provision. Any such amendments mutually agreed upon by the Committee and the Association will be reduced to writing and added to the contract.

ARTICLE 4
EMPLOYEE DISCIPLINE

The district may evaluate the work of, discipline, reprimand, reduce in rank or compensation, suspend, or dismiss employees. Such discipline must be made in just faith and be fair and honest. It may not be arbitrary, irrational, or unreasonable. Acts of the district in this regard must be lawful and consistent with its authority as a district. The district may dismiss for just cause a classroom teacher who has been reappointed after three full years of continuous service as a classroom teacher. The district may dismiss for just cause a school psychologist, school nurse, school librarian, learning specialist, special subject teacher, or speech and language specialist who has been reappointed to his or her position after three years of continuous service in that specific position. If the district acts to suspend or dismiss an employee, the procedures required by law will be followed.

Employees will have the right to review the contents of their personnel files. An individual's file will be made available for review within two working days of a request for review. This review will be done in the presence of the Superintendent or his/her Central Office designee. Employees will have the right to submit written comments regarding any material in that file.

If a complaint is noted in an employee's personnel file; the employee will be notified in a timely way. The source of such complaints will be identified to the employee.

Probationary Period:

Employees who are not classroom teachers must serve a probationary period of ninety (90) work days from date of hire. During this time period an employee may be terminated from employment at anytime. In such circumstances, the discharged employee shall not have access to the grievance and arbitration provisions of this Agreement. After the completion of the probationary period an employee may only be disciplined for just cause.

ARTICLE 5
NO DISCRIMINATION

The Committee and the Association agree not to discriminate in any way prohibited by Massachusetts or Federal statutes against teachers covered by this contract on account of race, religion, creed, color, national origin, sex, marital status, age, mental or physical disability, sexual orientation, gender identity or union activity.

ARTICLE 6 INITIAL PLACEMENT

Any School Committee policy setting a maximum placement for newly hired teachers will have the effect of setting a maximum placement two steps higher for a teacher returning to employment in Leverett if that teacher is eligible for the higher placement as a result of years working in Leverett.

ARTICLE 7 GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable and prompt solutions to problems which may arise under this Agreement. The Committee and the Association desire that discussions remain as informal and confidential as is appropriate. Nothing in this contract shall be construed as limiting the rights of any teacher who believes he or she has a grievance to discuss that concern informally with any member of the school administration, provided that the administrative response to that expressed concern is not inconsistent with the terms of the contract. In addition, nothing in this Contract shall be construed as limiting the Association from bringing matters before the School Committee in a format that is not a filed grievance.

B. Definitions

1. A "complaint" is defined as an oral claim from the Association or one of its members, that the contract between the Committee and the Association has not been applied when it ought to have been, has been misapplied, or misinterpreted by the Committee in a way which has adversely affected an employee or group of employees.
2. A "grievance" is defined as a written claim from the Association that the contract between the Committee and the Association has not been applied when it ought to have been, has been misapplied, or misinterpreted by the Committee in a way which has adversely affected an employee or a group of employees. All grievances shall be signed by the "aggrieved" employee and the Association. That grievance shall state the date the grievance has been filed, a statement of the grievance, the remedy sought, and the Article or Articles of this agreement alleged to have been violated.

By initiation of Level Three of the grievance procedures, the grievant and the Association elect and agree that these procedures shall be the exclusive and sole means of resolving the grievance and waive any statutory remedy as a condition precedent to submitting a grievance.

3. An "employee" means an individual represented by the Association.
4. A "day" is a regularly scheduled teacher contract day except during the school summer vacation when a day shall mean a weekday, exclusive of legal holidays.

C. Procedures and Time Limits

1. No grievance shall be pursued by the Association unless the individual or group that believes itself aggrieved has made a complaint and discussed the matter informally with the appropriate immediate supervisor and with an Association representative if he or she wishes.

2. If informal discussion of that complaint does not resolve the problem satisfactorily, the Association may present a grievance in writing to the immediate supervisor within thirty days of the incident which gives rise to the grievance or within thirty days of when the employee becomes aware of the incident or should have been aware of the incident. All grievances shall be signed by the aggrieved employee and/or Association.

LEVEL ONE

3. The immediate supervisor will schedule a hearing regarding the grievance and provide a written response within ten (10) days of receipt of the written grievance.

LEVEL TWO

4. If the grievance is rejected, the Association will have five (5) days to submit a written grievance appeal to the Superintendent of Schools (unless the grievance was submitted first to the Superintendent of Schools) or his or her representative. Any grievance appeal not submitted within five (5) days will be considered untimely and no longer grievable.
5. The Superintendent of Schools or his or her representative will schedule a hearing regarding the grievance and provide a written response within ten (10) days of receipt of the written grievance appeal.

LEVEL THREE

6. If the grievance is rejected, the Association will have twenty (20) days to submit a written grievance appeal to the School Committee. Any grievance appeal not submitted within twenty (20) days will be considered untimely and no longer grievable. Submission to the School Committee shall be to the Chair of the School Committee and to the Superintendent of Schools.
7. The School Committee will schedule a hearing regarding the grievance appeal and provide written response within twenty (20) days of receipt of the written grievance appeal.
8. If the grievance is rejected, upon the request of the Association, the School Committee may agree to move immediately to final and binding arbitration.

LEVEL FOUR

9. If the grievance is rejected and/or the School Committee rejects a request to move immediately to final and binding arbitration, the Association may pursue further appeals to mediation. Unless otherwise mutually agreed upon, the school committee and the association will use the Division of Labor Relations for mediation.
10. The School Committee shall not unreasonably delay the mediation process. After the initial mediation session, the mediator shall indicate the estimated length of time the mediation will take. Extension beyond that time may occur only through mutual agreement between the Association and the School Committee.

LEVEL FIVE

11. If the grievance is not resolved to the satisfaction of the Association and if the Mediator certifies that the Association has made a good faith effort to resolve the dispute, the

Association may, within fourteen (14) calendar days following receipt of the Mediator's report, submit the grievance to final and binding arbitration. Unless otherwise mutually agreed upon, the school committee and the association will use the Division of Labor Relations for arbitration.

COSTS AND TIME LIMITS

12. Should a grievance be pursued by the Association to mediation or arbitration, the cost of the mediator or arbitrator will be shared equally between the Association and School Committee.
13. The time limits outlined in the grievance procedures may be extended by mutual agreement between the School Committee and the Association.

ARTICLE 8 SABBATICAL LEAVE

The sabbatical leave program is designed to improve the quality of instruction in the Leverett Elementary School. It is recognized that such a program will affect a limited number of employees, but it is suggested in the hope that it may serve to encourage teachers of exceptional ability to remain at the Leverett Elementary School.

During the seventh, or any subsequent, year of satisfactory service to the Committee, a teacher may apply for sabbatical leave. Sabbatical leave may be granted to a teacher who has completed at least seven (7) years of satisfactory service to the Committee, and subject to the following provisions and conditions:

- a. Sabbatical leave applications shall be in writing, directed to the Superintendent of Schools, and received by him or her no later than one (1) year prior to the commencement date of the proposed sabbatical leave.
- b. Sabbatical leave may be granted to a teacher, but only if approved by the Superintendent and only, if deemed by him or her as fulfilling a valid education need of the Leverett School Department. Furthermore, it shall not be binding upon the District to grant any request should it appear in their judgment that granting such requests would not be in the best interest of the Leverett Public Schools because of the creation of staff shortages, because the qualifications of the candidates or their plans do not meet the quality which is expected, because of financial difficulty in a particular year, or for any other reasons whatsoever.
- c. If the sabbatical leave is for a half year, the Committee shall pay to the teacher on sabbatical leave, full salary at the rate of Step B1.
- d. If the sabbatical leave is for a full year, the Committee shall pay to the teacher on sabbatical leave, 50% of salary at the rate of Step B1.
- e. A teacher on sabbatical leave will be considered to be a full time employee of the Leverett School Committee, with obligations and benefits consistent with that employment except as modified by the approved sabbatical leave application, but with no greater expectations concerning return to a specific position or protection from layoff than any other teacher.

- f. A teacher who leaves the employ of the School Committee voluntarily prior to two (2) full years after completion of the sabbatical leave will be obliged to repay the full amount of the pay received during the sabbatical leave unless that obligation is waived by the School Committee.

ARTICLE 9 UNPAID LEAVE

Teachers and paraeducators may be granted an unpaid leave of absence for up to one (1) year provided the leave is approved by the Superintendent. Application for said leave may be rejected for lack of timeliness if received after April 1st of the academic year preceding the requested leave of absence.

ARTICLE 10 BEREAVEMENT LEAVE

1. In the event of death in the immediate family, a leave of five (5) paid work days shall be allowed for days on or around the time of death, day of the funeral(s) or memorial service(s). Immediate family is defined as spouse, parent, brother, sister, child, grandchild, grandparent or any other person/relative living in the same household.
2. A three (3) paid work day leave shall be allowed for days on or around the time of death, day of the funeral(s) or memorial services(s) in the event of death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law.
3. An employee wishing to attend the funeral of a friend shall be granted one (1) paid work day leave on the day of the funeral or memorial service.
4. Additional days may be granted by the Superintendent upon the recommendation of the Principal

ARTICLE 11 PROFESSIONAL LEAVE

At the discretion of the School Committee or its designee, teachers and paraeducators may receive grants of paid professional leave for the purpose of visiting other schools or participating in programs of professional value to the School and to the teacher or paraeducator. At the discretion of the School Committee or its designee, teachers and paraeducators may be assigned to professional leave for the purpose of visiting other schools or participating in programs of professional value to the school. Teachers and paraeducators seeking such leaves shall submit written application for such grants to the School Committee or its designee as early as possible.

ARTICLE 12 PERSONAL LEAVE

Each teacher and paraeducator will be allowed, each school year, three paid days for necessary business which requires absence during the school hours. Although a personal day may be used any day of the week, personal days are not to be used simply to extend a weekend or any vacation period as commonly defined. Any unused days shall be allowed to accumulate to a total of five days. The leave must be applied for, in writing, to the Principal at least seven (7) calendar days in advance of the absence (except in an emergency). Teachers will be informed of the decision, in writing, no later than four (4) calendar days after the application is received by the Principal or Superintendent.

Upon the completion of the school year, employees will be eligible to receive a payment of a sixty (\$60) dollars per day for each day of unused personal leave or to accumulate the unused personal leave days to a maximum of five days. The employee will be responsible for the appropriate notification to the business office by the end of the last "teacher" day for the school year.

The Committee reserves the right to request written explanation for the use of the day. In the event such request for leave is denied, the employee shall receive a written statement outlining the reason(s) for the denial and shall be allowed an immediate personal hearing with the Principal and/or Superintendent. Denial will not occur for reasons which, by an agreed upon standard, are necessary business which requires absence and which does not create a serious adverse impact on the school.

The Reasonable Standard is as follows: A leave must be for a reason which a reasonable and humane independent third party would accept as important and for a purpose the scheduling of which is outside the control of the employee. A serious adverse impact on the school could occur as a result of a large number of anticipated absences or because of the singularity of the event that will be occurring.

All new teachers and paraeducators will begin their first year with an accumulation of two days.

ARTICLE 13 EMPLOYEE LEAVES GRANTED PURSUANT TO FEDERAL AND STATE LAW

Employees are entitled to leave under the Family Medical Leave Act, Parental Leave Act and Small Necessities Leave Act as contained in Appendix B.

ARTICLE 14 GROUP HEALTH INSURANCE

The District agrees to provide group health and life insurance consistent with the provisions of Chapter 32B of the General Laws of the Commonwealth of Massachusetts. All employees whose duties regularly require not less than twenty (20) hours during the regular work week are eligible for group health insurance, either through Blue Cross/Blue Shield or an area HMO as well as the state minimum of \$5,000 life insurance. All salaried employees in the bargaining unit who are licensed with DESE and are employed on an at least 0.5 FTE basis meet the 20 hour requirement. The District shall pay 75% of the cost of this insurance. Should the Town vote to change the type or quality of the health insurance plan, the District agrees to negotiate the impact of that change in benefits. The District is not required to make good the financial loss to employees, individually or collectively, of the vote of the Town. Nor is a change in the quality of the plan subject to arbitration through the grievance process should that change occur as a result of the vote of the Town. The District will pay retiree health insurance benefits consistent with benefits offered by the town to its retired employees.

ARTICLE 15 WORK YEAR

The work year for teachers (other than new personnel who may be required to attend additional orientation sessions) while under the direction of the District will be 185 days. All teacher work days will be scheduled before, after and during after the student school year and not during regularly scheduled school vacations. If teacher work days are canceled, teachers will suffer no financial penalty. Any additional mandatory days would be paid at 1/185th of a teacher's contracted salary. Part-time teachers will work their assigned FTE (full time equivalent) times 185. These days will be a combination of student and work days scheduled at the discretion of the principal. The work year for paraeducators (other than new personnel who may be required to attend additional orientation sessions) while under the direction of the District will be 182 days. All paraeducator work days will be scheduled before and after the student school year and not during regularly scheduled school vacations. If paraeducator work days are canceled, paraeducators will suffer no financial penalty. Any additional mandatory days would be paid at the paraeducator's contracted hourly rate for the number of hours worked on that day(s).

The work year for employees covered by this contract shall end no later than June 30 and shall begin no earlier than August 24 or the second Thursday before Labor Day, whichever is earlier, except that the School Committee may establish an earlier start to the work year or later close in order to respond to State or Federal Government encouragement or financial incentives for doing so and provided that the starting date is set and communicated to the Association at least 120 days in advance of the start of the school year and the closing date is set and communicated to the Association at least 180 days in advance of the scheduled close of the school year.

ARTICLE 16 WORK DAY

The teachers of Leverett Elementary School recognize their professional responsibilities. In addition to the instruction and supervision of students, these responsibilities include, but are not limited to, informal parent conferences, conferences with colleagues, faculty meetings, special education evaluation meetings, evening parent meetings or evening student performances, extra help for students, student trips on school days, staff workshops or in-service activities, and such other meetings or responsibilities as may be required by the School Committee or its representatives. These duties will not be assigned or scheduled in a manner which is excessive, arbitrary, capricious, or punitive. Normally, scheduled responsibilities or assignments will be made in advance in consultation with individuals affected.

It is expected that successful completion of these responsibilities requires a full time teacher to work beyond the school hours. It is expected that a full time teacher works a minimum of 45 hours per week and typically works 48 hours or more per week. A portion of this time, however, is away from the school and not during hours teachers are required to be in school. This provision is not intended to preclude additional pay for teachers if the student day is extended to be longer than current practice.

Every work day, teachers must be in school for 7.25 hours. The start time for the teachers' work day shall be set by the School Committee to be a time no earlier than 8:15 a.m. and no later than 8:45 a.m. Unless urgent matters require their attention, teachers may leave school at 3:15 pm on Fridays and the day before a holiday or vacation period and as soon as is reasonably possible after children leave school on the Wednesday before Thanksgiving and on a day children are sent home early because of dangerous conditions.

Teachers will be scheduled for:

1. A duty free lunch period of thirty (30) minutes each day
2. A non-teaching professional period averaging at least thirty (30) consecutive minutes per day

This schedule may be modified if the number of classes is increased in the school, if staffing is decreased, or if special circumstances require another assignment for a teacher.

ARTICLE 17 REDUCTION IN FORCE

This Article only applies to teachers with Professional Teacher Status. When a reduction in the teaching staff is necessary because of a decrease in student enrollment or for other District approved reasons, then the District will determine the teacher or teachers to be dismissed.

In making Reduction in Force determinations, the District will consider ability, qualifications, the teachers area of license, indicators of job performance, including overall ratings resulting from comprehensive evaluations consistent with M.G.L., c. 71, s.38 and the best interest of the students in the Leverett Elementary School; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards under said Section 38 and that are defined by the board as proficient or exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the target license area. If all of the above factors are equal, then the least senior teacher in the licensure area will be laid off first.

When possible, normal attrition will first be used to offset staff reductions. No professional teacher who is certified and qualified for positions held by non-professional teachers will be released. Any teacher with professional status released because of reduction in force will receive a written notice that states that the teacher's release was due to a reduction in the teaching force by June 1 of the preceding school year. Upon request from that teacher, a teacher with professional status released because of reduction in force will receive a reasonable, written explanation of the reasons for that dismissal.

The District will be prohibited from dismissing a teacher for arbitrary or capricious reasons. No reduction in force may be taken for the purpose of dismissing a specific individual teacher. No consideration will be given to a teacher's connections (familial or otherwise) with District members, town officials or school administrators; to a teacher's residence; or to the relative expense of an individual on the salary schedule when decisions about reduction in force are made.

A teacher laid off due to reduction in force will be eligible for recall should the position from which the teacher was laid off be reinstated for the fiscal year for which the layoff was intended or for the subsequent year. Any payment to a teacher who accepts a recall made as a consequence of that teacher's layoff will be repaid by the teacher through payroll deduction.

If the District determines that a teacher is to be recalled, it shall notify the teacher of its decision by certified mail return receipt requested to the address the teacher has placed on record in the school department. A copy of that letter will be provided to the President of the Association. A teacher who receives such an offer of reemployment and who wishes to accept such an offer shall inform the District of his or her acceptance within one week after he or she receives that offer or within two weeks after the President of the Association receives that offer, whichever occurs first.

Any teacher on the recall list may elect to continue to participate in the group health insurance plan of the Town of Leverett; provided however, that said teacher shall be required to pay the entire amount of the premium of such plan. Any teacher on recall is entitled to participate in the group health insurance plan for the time period allowed by C.O.B.R.A. Should a teacher be reemployed as a result of recall, the teacher will be entitled to all of the benefits to which he or she was entitled at the time he or she was laid off from employment as well as to any new benefits which may have been negotiated between the School Committee and the Association during the interim period.

In the event it becomes necessary to reduce the number of Paraeducator in the bargaining unit, the Superintendent, in consultation with the Principal, will take into consideration length of service, performance and experience and, when all of the factors that constitute performance and experience are relatively equal, the length of continuous service in the bargaining unit shall prevail.

In determining relevant experience, the ages, needs, types and severity of special needs, if any, of the students with whom a Paraeducator has worked will be taken into consideration. In determining performance, annual evaluations will be the determining factor.

The parties recognized that to avoid disruption of the relationship between a student and a Paraeducator. (1:1 as specified in an IEP), the application of the factors provided above in the event of a reduction in force in the middle of a school year will be delayed until the start of the following school year. In such a situation, the affected individual will be offered any existing vacancy or temporary position as may be available and for which they are qualified. If no such position exists, the individual will be laid off. However, such period of layoff will terminate at the start of the next school year, at which time reduction in force will be implemented according to the factors provided above.

Paraeducators who have been laid off will be entitled to recall rights for a period of one (1) year from the effective date of layoff. Paraeducators will be recalled in reverse order of layoff, and all benefits to which a Paraeducator was entitled at the time of layoff will be restored in full upon recall.

An employee who is recalled will have all benefits restored at the time of recall as he/she had at the time of layoff, subject to any changes in benefits occurring during the recall period.

ARTICLE 18 SICK LEAVE

1. Fifteen days sick leave shall be allowed each academic year for full time employees. Any unused portion each year shall be allowed to accumulate until termination of employment in the system. There shall be no limit on the number of days accumulated in this fashion for teachers. No teacher shall lose sick leave accumulated as a teacher in Leverett prior to the beginning of this contract. No paraeducator shall lose sick leave accumulated as a paraeducator in Leverett prior to the beginning of this contract. Part-time employees will receive and accumulate sick leave in proportion to the time worked. For hourly employees, sick and personal leave may be used in hourly increments.
2. Sick leave shall only be used for the following reasons:
 - a. Illness of the teacher. The Committee reserves the right to require proof of the illness.
 - b. Subject to School Committee review, serious illness in the immediate family that requires the attendance of the teacher when no other arrangements are possible.

- c. The Committee reserves the right to insist that teachers must take time off with sick leave pay under certain conditions.
 - d. Up to two (2) sick leave days may be used each year for religious observance. Requests for religious observance must be submitted to the Principal in writing at least one week in advance. The Principal shall have sole discretion in the granting of sick leave for religious observance.
- 3. The building Principal will normally be responsible for granting approval for the use of sick leave. In any unusual or questionable circumstances the building Principal may pass the request onto the Superintendent of Schools for approval, who may require a certificate from a physician of the District's choosing.
 - 4. Should an employee who has worked for the school system for three years or more use up all of his or her sick leave and be absent due to a long term illness or disability, the District will pay the employee the difference between the substitute salary and the employee's salary for thirty days or to the end of the school year, whichever is sooner. At its discretion, the District may continue to pay the employee at the same rate to the close of the school year. This provision may only be used after denial from the sick leave bank or exhaustion of sick leave bank benefits.
 - 5. Family Leave:

Unpaid leave may be granted for up to a two (2) year period upon request of a person who has been employed by the Leverett School committee for one year or more who has a newborn child, or a newly adopted child, or a family member in need of care. At the employee's discretion, to the extent sufficient sick leave has been accumulated, six (6) weeks of paid leave credited against sick leave may be used at the beginning of the family leave period. The Committee may set reasonable conditions in the best interest of the operation of the school district with regard to granting parental leave requests. The Committee may require parental family leaves to end at the close of a school year. At the end of the leave, the employee shall be restored to his or her previous position or to a similar position with the same status, pay, length of service, credit and seniority.

6. Sick Leave Bank:

A Sick Leave Bank has been established for use by employees whose sick leave accumulations, both annual and accumulated, have been exhausted and who request additional leave due to a prolonged and/or catastrophic illness. Below are the details about how the Sick Leave Bank will be administered.

- 1. If the Sick Leave Bank is under twenty-five (25) days on September 15th, each employee shall submit two (2) sick days of his/her personal accumulation to the Sick Leave Bank, with each day being equivalent to their FTE work day. The Association will be notified of the total number of accumulated sick days in the Sick Leave Bank by September 1st of each year.
- 2. Any employees with fewer than ten (10) sick days will not be required to contribute to the Sick Leave Bank.
- 3. If the Sick Leave Bank falls below 15 days at any point during the year, a day will be deducted from each member at that time. In this case members will be notified of this deduction at the time of the deduction.

4. Employees shall be eligible for Sick Leave Bank benefit after the anniversary of one (1) full calendar year of service to the Leverett Public Schools. New employees who are eligible to use the Sick Leave Bank shall contribute two (2) sick days at the beginning of the school year on September 15th. If a new employee becomes eligible to use the Sick Leave Bank at any other point during the year, they will make the required contribution then.
5. If an employee was on leave when a contribution to the Sick Leave Bank was required, the employee must contribute upon returning to work, provided they have enough sick days available to contribute.
6. An employee's Sick Leave Bank benefit shall extend for up to forty-five work days, in a school year.
7. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of one (1) member designated by the Superintendent to serve at his/her discretion, two (2) members of the Association, and two (2) members of the School Committee. The Principal shall serve Ex Officio, non-voting, and maintain records, monitor daily use, and report to the Sick Leave Bank Committee.
8. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a medical certificate on the same form as used under the Family Medical Leave Act. This certificate shall provide a diagnosis and prognosis/estimated recovery time. All information provided to the Committee shall be confidential.
9. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) work days. Upon completion of the fifteen (15) day period, an additional grant may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
10. To facilitate its decision-making process in deciding whether to grant Sick Leave Bank days beyond the initial fifteen (15) work day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume all costs of such an examination not covered by insurance. The decision to grant more than the initial fifteen (15) work day period may be made to a retroactive date.
11. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to appeal or to the grievance and arbitration process.
12. Should an employee return from extended sick leave during which benefits were received through the Sick Leave Bank, the employee shall be entitled to commence a new prorated accumulation of individual sick leave relative to the date of return.
13. Employees receiving Workers' Compensation shall not be eligible for Sick Leave Bank benefits.

ARTICLE 19
SUPERVISION AND EVALUATION

Non-Professional Teachers and Other Professionals:

The purposes of supervision and evaluation are to promote professional excellence, enhance the effectiveness of the educational program, identify and recognize teachers' strengths and weaknesses, establish plans to assist teachers in being more effective in their work, and to support decisions about further employment. An evaluation of each non-professional teachers work will occur annually.

Each teacher will work under the direction of the Principal to establish a professional growth plan for him or herself. Annually, this plan may include the following: course work, attendance at workshops, visits to other schools and/or classrooms, and other professional development activities.

School administrators will observe teachers informally and, at least twice annually, schedule and observe them formally for the purpose of examining teachers' success with their professional growth plans and their success in meeting school system goals outlined in the District Evaluation Form. That Form will not be changed without notice to the Association. The principal criteria for evaluating teaching performance will be the Commonwealth of Massachusetts Teacher Performance Standards. (Attached) A conference between the evaluated teacher and the school administration concerning goals, observations, or evaluations will occur shortly after a request for such a conference by either party. Material relevant to a teacher's evaluation will be maintained in personnel files in the Superintendent's Office and the Principal's Office, which files will be available to the teacher for review upon request.

Professional Teachers and Other Professionals:

The Educator Evaluation Agreement negotiated by the parties is contained in Appendix A.

Paraeducators:

The purposes of supervision and evaluation are to promote excellence, enhance the effectiveness of the educational program, identify and recognize employee's strengths and weaknesses, establish plans to assist paraeducators in being more effective in their work, and to support decisions about further employment. An evaluation of each paraeducator's work will occur at least every other year.

Each paraeducator may work under the direction of the Principal to establish a professional growth plan for him or herself. Annually, this plan may include the following: course work, attendance at workshops, visits to other schools and/or classrooms, and other professional development activities.

School administrators will observe paraeducators informally and, to the extent they judge necessary, observe them formally for the purpose of examining a paraeducator's success in meeting school system goals outlined in the District Evaluation Form. That Form will not be changed without notice to the Association. A conference between the evaluated paraeducator and the school administration concerning goals, observations, or evaluations will occur shortly after a request for such a conference by either party. Material relevant to a paraeducator's evaluation will be maintained in personnel files in the Superintendent's Office and the Principal's Office, which files will be available to the paraeducator for review upon request.

ARTICLE 20
CLASSROOM ASSIGNMENTS/PARAEDUCATORS

Teachers and paraeducators will be notified in writing by the Principal or other appropriate administration official of their assignments for the coming school year including the instructional spaces to which they will be assigned the grades and/or subjects they will teach. That assignment will be preliminary and may be changed, but will be made as soon as is practicable. Reasonable efforts will be made to notify returning teachers and paraeducators of those assignments prior to June 15 of the preceding school year and newly appointed teachers at the time of their appointment. Teaching assignments will be made after consultation with the teachers involved.

ARTICLE 21
PARAEDUCATOR SALARY SCHEDULE
(attached)

- (1) 2018-2019: The Paraeducator Salary Schedules will be increased by 2% effective September 1, 2018.
- (2) 2019-2020: The Paraeducator Salary Schedules will be increased by 2.25% effective September 1, 2019.
- (3) 2020-2021: The Paraeducator Salary Schedules will be increased by 2.25% effective September 1, 2020.

ARTICLE 22
TEACHER SALARIES
(attached)

A.

- (1) 2018-2019: The Teacher Salary Schedules will be increased by 2% effective September 1, 2018.
- (2) 2019-2020: The Teacher Salary Schedules will be increased by 2.25% effective September 1, 2019.
- (3) 2020-2021: The Teacher Salary Schedules will be increased by 2.25% effective September 1, 2020.

B. **Longevity:** An additional \$1,000 after 15 years of service, an additional \$1,250 after 20 years of service, and an additional \$1,500 after 25 years of service.

Scarce positions: The School Committee may, at its discretion, pay at a rate of up to \$3,000 per year more for hard to fill positions.

C. Part-time employees pay will be calculated on a prorated basis of the portion of time assigned and worked during a full school week. Any employee who works a partial school year will be paid for actual days assigned and worked, including approved leave days.

- D. Step increases are not automatic and will be voted by the Committee on an individual basis, on the recommendation of the Superintendent of Schools. Step increases will be granted only when there has been a continuation of high standards on the part of the employee and demonstrated continued improvement in efficiency and quality.
- E. Employees may have their paychecks deposited directly to a bank of their choice. However, the School Committee will not be held liable for any losses associated with a failure of checks actually being deposited.
- F. Criteria for Online Course Salary Schedule Advancement as follows:
1. Course must be affiliated with an accredited * college **
 2. The course must be approved by the Principal prior to the teacher enrolling in the course. The Principal will ascertain its relevance to the staff member's current teacher assignment. (A detailed course description must be submitted to the Principal, as well as face-to-face discussion with the Principal during this approval phase).
 3. Recommendation from Principal (with written documentation for the course) is submitted to the Superintendent for final approval prior to enrollment in the course.
 4. If Principal requests/requires that the course is taken, it is paid for by the district.
 5. To receive credit towards salary advancement, documentation demonstrating successful completion of the course must be submitted to both the Superintendent and the Principal. The official transcript should go to the Superintendent and a copy to the Principal.

* accredited as determined by the college's eligibility for federal grants and student FAFSA loans.

** for the purpose of the contract language the definition of 'college' is brick and mortar facility; preferably a non-profit institution."

ARTICLE 23 STIPEND POSITIONS

Sixth Grade Extended Field Trip Sponsor

Experienced classroom teacher with supervision and planning skills willing to work closely with students and their parents in developing our annual spring overnight trip for 6th graders.

Per contract agreement, stipend of \$400.00

Teacher in Charge

- (1) One teacher shall be appointed Teacher in Charge. This teacher will be in charge of the school in the absence of the Principal. The Principal and Teacher in Charge together will decide if it is necessary for the teacher to be replaced by a substitute when the Principal is to be absent for a full day.

- (2) The position of Teacher in Charge will be posted annually; any teacher who is full time and has Professional Status may apply. The Teacher in Charge will be selected from the voluntary applicants by the Building Principal subject to the approval of the Superintendent.
- (3) The Teacher in Charge will receive an annual stipend of \$850 to be paid in two installments of \$425 at the end of each semester.

Mentor Teachers

Stipend of \$600.00 per school year

Summer Work

Certified teachers who teach in summer school programs or who tutor students will get \$35 per hour; paras will receive \$17.50 per hour for work during the summer.

- a. Non-certified tutors are paid \$25.00 per hour
- b. Teachers who conduct trainings (or present workshops) at the request of School Administration are paid \$35 per hour for actual workshop contact time and \$35 per hour for prep time (which needs to be negotiated with administration and approved by the Superintendent in advance of the work being performed).

Paraeducator Degree

Paraeducators who complete a two (2) year degree will be eligible for an additional annual payment of two hundred fifty dollars (\$250) per year; those who have completed a four (4) year degree will receive five hundred dollars (\$500) per year; Submission of academic credentials, verifying degree or course work must be made before June 1st, and is subject to the approval of the Superintendent of Schools.

ARTICLE 24 STATE AND NATIONAL CRIMINAL BACKGROUND CHECK

The School Committee will reimburse employees for the cost of finger printing when required by State Law.

ARTICLE 25 ASSOCIATION DAYS

The President, or designee, shall be granted a leave of absence without loss of pay to attend Massachusetts Teacher Association conferences or conventions, National Education Association conferences or conventions, or to represent the Leverett Education Association at an important event. The total number of days shall not exceed two (2) days for the entire unit during a given school year, to be deducted from the employees accumulated personal day time.

ARTICLE 26
PROFESSIONAL IMPROVEMENT

The District will reimburse a maximum of one (1) course per school year per teacher. In order for a course to be eligible for reimbursement the course must be approved by the Superintendent for reimbursement prior to taking the course. Course reimbursement will be made by the District upon demonstrating successful completion in the form of an official transcript submitted to the Superintendent of Schools. The actual amount of reimbursement will be capped at a maximum of seven hundred and fifty dollars (\$750) per teacher, with an aggregate fiscal year maximum capped at a total of one thousand five hundred dollars (\$1,500). In the event that the number of granted requests exceeds the pool of one thousand five hundred dollars (\$1,500), reimbursement shall be made to teachers in a prorated fashion. All requests for access to the reimbursement pool must be received by May 1st of the fiscal year in which the course was taken. Unused funds will not roll over each year.

IMPLEMENTATION AGREEMENT

LEVERETT SCHOOL COMMITTEE

Beth A. Sam

Audra L. Gorski

LEVERETT EDUCATION ASSOCIATION

Tracy Supple

Sheri Goodwin

Bethany Polity

LEVERETT SCHOOL COMMITTEE
2018-2019
SALARY SCHEDULE

PARAEDUCATORS

STEP	HOURLY RATE
1	\$14.06
2	\$14.75
3	\$15.53
4	\$16.30
5	\$17.23
6	\$17.92
7	\$18.62
8	\$19.31
9	\$20.01
10	\$20.70

SICK DAYS

15 DAYS PER YEAR

PERSONAL DAYS

3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS
NEW PARAEDUCATORS WILL BEGIN WITH AN ACCUMULATION OF
2 DAYS

BEREAVEMENT LEAVE

UP TO 5 DAYS (SEE ARTICLE 10 OF CONTRACT)
ADDITIONAL DAYS MAY BE GRANTED AT THE DISCRETION OF
THE SUPERINTENDENT OR ITS DESIGNEE

LONGEVITY

\$1000 AFTER 15 YEARS OF SERVICE
\$1250 AFTER 20 YEARS OF SERVICE
\$1500 AFTER 25 YEARS OF SERVICE

LEVERETT SCHOOL COMMITTEE

2018-2019

SALARY SCHEDULE

TEACHERS

STEP	BACHELOR'S	MASTERS	MASTERS +15	MASTERS +30	PHD
1	\$40,835	\$42,650	\$43,717	\$44,783	\$45,849
2	\$42,972	\$44,783	\$45,849	\$46,914	\$47,980
3	\$45,103	\$46,914	\$47,982	\$49,049	\$50,117
4	\$47,235	\$49,049	\$50,114	\$51,179	\$52,243
5	\$49,367	\$51,179	\$52,243	\$53,309	\$54,374
6	\$51,500	\$53,340	\$54,410	\$55,480	\$56,551
7	\$53,718	\$55,576	\$56,656	\$57,736	\$58,815
8	\$56,026	\$57,898	\$58,993	\$60,088	\$61,184
9	\$58,433	\$60,319	\$61,426	\$62,534	\$63,642
10	\$60,947	\$62,847	\$63,964	\$65,081	\$66,197
11	\$63,564	\$65,475	\$66,603	\$67,731	\$68,859
12	\$66,298	\$68,211	\$69,350	\$70,487	\$71,625
13	\$68,108	\$70,022	\$71,159	\$72,298	\$73,435

SICK DAYS

15 DAYS PER YEAR, UNLIMITED ACCUMULATION

PERSONAL DAYS

3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS

NEW TEACHERS WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS

BEREAVEMENT LEAVE

UP TO 5 DAYS (SEE ARTICLE 10 OF CONTRACT)

ADDITIONAL DAYS MAY BE GRANTED AT THE DISCRETION OF
THE SUPERINTENDENT OR ITS DESIGNEE

LONGEVITY

\$1000 AFTER 15 YEARS OF SERVICE

\$1250 AFTER 20 YEARS OF SERVICE

\$1500 AFTER 25 YEARS OF SERVICE

MENTOR

\$600/YEAR

**TEACHER-IN
CHARGE**

\$850/YEAR

**SIXTH GRADE
FIELD TRIP
SPONSOR**

\$400 STIPEND

LEVERETT SCHOOL COMMITTEE
2019-2020
SALARY SCHEDULE

PARAEDUCATORS

STEP	HOURLY RATE
1	\$14.38
2	\$15.08
3	\$15.88
4	\$16.67
5	\$17.62
6	\$18.32
7	\$19.03
8	\$19.74
9	\$20.46
10	\$21.16

SICK DAYS	15 DAYS PER YEAR, CUMULATIVE TO 60 DAYS
PERSONAL DAYS	3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS NEW PARAEDUCATORS WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS
BEREAVEMENT LEAVE	UP TO 5 DAYS (SEE ARTICLE 10 OF CONTRACT) ADDITIONAL DAYS MAY BE GRANTED AT THE DISCRETION OF THE SUPERINTENDENT OR ITS DESIGNEE
LONGEVITY	\$1000 AFTER 15 YEARS OF SERVICE \$1250 AFTER 20 YEARS OF SERVICE \$1500 AFTER 25 YEARS OF SERVICE

LEVERETT SCHOOL COMMITTEE

2019-2020

SALARY SCHEDULE

TEACHERS

STEP	BACHELOR'S	MASTERS	MASTERS +15	MASTERS +30	PHD
1	\$41,754	\$43,610	\$44,701	\$45,791	\$46,881
2	\$43,939	\$45,791	\$46,881	\$47,970	\$49,060
3	\$46,118	\$47,970	\$49,062	\$50,153	\$51,245
4	\$48,298	\$50,153	\$51,242	\$52,331	\$53,419
5	\$50,478	\$52,331	\$53,419	\$54,509	\$55,598
6	\$52,659	\$54,541	\$55,635	\$56,729	\$57,824
7	\$54,927	\$56,827	\$57,931	\$59,036	\$60,139
8	\$57,287	\$59,201	\$60,321	\$61,440	\$62,561
9	\$59,748	\$61,677	\$62,809	\$63,942	\$65,074
10	\$62,319	\$64,262	\$65,404	\$66,546	\$67,687
11	\$64,995	\$66,949	\$68,102	\$69,255	\$70,409
12	\$67,790	\$69,746	\$70,911	\$72,073	\$73,237
13	\$69,641	\$71,598	\$72,761	\$73,925	\$75,088

SICK DAYS

15 DAYS PER YEAR, UNLIMITED ACCUMULATION

PERSONAL DAYS

3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS

NEW TEACHERS WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS

BEREAVEMENT LEAVE

UP TO 5 DAYS (SEE ARTICLE 10 OF CONTRACT)

ADDITIONAL DAYS MAY BE GRANTED AT THE DISCRETION OF
THE SUPERINTENDENT OR ITS DESIGNEE

LONGEVITY

\$1000 AFTER 15 YEARS OF SERVICE

\$1250 AFTER 20 YEARS OF SERVICE

\$1500 AFTER 25 YEARS OF SERVICE

MENTOR

\$600/YEAR

**TEACHER-IN
CHARGE**

\$850/YEAR

**SIXTH GRADE
FIELD TRIP
SPONSOR**

\$400 STIPEND

LEVERETT SCHOOL COMMITTEE

2020-2021
SALARY SCHEDULE

PARAEDUCATORS

STEP	HOURLY RATE
1	\$14.70
2	\$15.42
3	\$16.24
4	\$17.04
5	\$18.01
6	\$18.74
7	\$19.46
8	\$20.19
9	\$20.92
10	\$21.64

SICK DAYS

15 DAYS PER YEAR

PERSONAL DAYS

3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS
NEW PARAEDUCATORS WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS

BEREAVEMENT LEAVE

UP TO 5 DAYS (SEE ARTICLE 10 OF CONTRACT)
ADDITIONAL DAYS MAY BE GRANTED AT THE DISCRETION OF THE SUPERINTENDENT OR ITS DESIGNEE

LONGEVITY

\$1000 AFTER 15 YEARS OF SERVICE
\$1250 AFTER 20 YEARS OF SERVICE
\$1500 AFTER 25 YEARS OF SERVICE

LEVERETT SCHOOL COMMITTEE

2020-2021

SALARY SCHEDULE

TEACHERS

STEP	BACHELOR'S	MASTERS	MASTERS +15	MASTERS +30	PHD
1	\$42,694	\$44,592	\$45,707	\$46,822	\$47,936
2	\$44,928	\$46,822	\$47,936	\$49,050	\$50,164
3	\$47,156	\$49,050	\$50,166	\$51,282	\$52,399
4	\$49,385	\$51,282	\$52,395	\$53,509	\$54,621
5	\$51,614	\$53,509	\$54,621	\$55,736	\$56,849
6	\$53,844	\$55,769	\$56,887	\$58,006	\$59,126
7	\$56,163	\$58,106	\$59,235	\$60,365	\$61,493
8	\$58,576	\$60,534	\$61,679	\$62,823	\$63,969
9	\$61,093	\$63,065	\$64,223	\$65,381	\$66,539
10	\$63,722	\$65,708	\$66,876	\$68,044	\$69,210
11	\$66,458	\$68,456	\$69,635	\$70,814	\$71,994
12	\$69,316	\$71,316	\$72,507	\$73,695	\$74,885
13	\$71,208	\$73,209	\$74,399	\$75,589	\$76,778

SICK DAYS

15 DAYS PER YEAR, UNLIMITED ACCUMULATION

PERSONAL DAYS

3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS

NEW TEACHERS WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS

BEREAVEMENT LEAVE

UP TO 5 DAYS (SEE ARTICLE 10 OF CONTRACT)

ADDITIONAL DAYS MAY BE GRANTED AT THE DISCRETION OF
THE SUPERINTENDENT OR ITS DESIGNEE

LONGEVITY

\$1000 AFTER 15 YEARS OF SERVICE

\$1250 AFTER 20 YEARS OF SERVICE

\$1500 AFTER 25 YEARS OF SERVICE

MENTOR

\$600/YEAR

**TEACHER-IN
CHARGE**

\$850/YEAR

**SIXTH GRADE
FIELD TRIP
SPONSOR**

\$400 STIPEND

APPENDIX A Teacher and Caseload Educator Evaluation

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The changing of dates in this document would require mutual agreement between the parties.

1) **Purpose of Educator Evaluation**

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, but not less than (15) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable

across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The faculty and administration will meet to collaboratively discuss District-determined Measures when guidance is released by DESE.

- 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. Change in assignment does not change an Educator's PTS.
 - 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 forty (40) school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

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

- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** Upon entering the observation location the Evaluator shall use the school specific agreed upon process to notify the Educator that an evaluation is in progress. A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but not less than fifteen (15) minutes by the Evaluator may include examination of artifacts of practice including student work. An observation shall occur in person. There shall be no videotaping of the evaluation process unless requested by 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 Association and the School Committee are 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 supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as

provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

- 3) ***Trends in student learning:** At least two (2) years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low for Educators without Professional Teacher Status. At least three (3) years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low for Educators with Professional Teacher Status.

4) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least three years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration, but at least fifteen (15) minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) This will be reviewed once DESE has the language. Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

5) 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 District will adopt the DESE created Rubric.

6) Evaluation Cycle: Training

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

7) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A) **Completing the Self-Assessment**

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

B) **Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders will provide Educators with available assessment data and copies of the school and/or district goals.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant

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

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

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

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

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

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

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

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

12) **Observations**

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

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

- A) Unannounced Observations
 - i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator, but not less than fifteen (15) minutes.

- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
 - iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
- B) Announced Observations
- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- (1st) Describe the basis for the Evaluator's judgment.
- (2nd) Describe actions the Educator should take to improve his/her performance.
- (3rd) Identify support and/or resources the Educator may use in his/her improvement.
- (4th) State that the Educator is responsible for addressing the need for improvement.

13) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. If so, the Educator's response will be attached to the Formative Report.

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

- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

15) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plans, the summative report must be written and provided to the Non-PTS Educator and the PTS Educator by May 30th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 30th.

- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur within five (5) school days of receiving the summative evaluation.
 - K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
 - L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
 - M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
 - O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
 - P) The Educators and Evaluators recognize that there may be times when there are extenuating circumstances necessitating Educator and/or Evaluator absence; such as illness, maternity leave, paternity leave, or death in the family that may prevent various timelines from being met.
- 16) **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 make adequate progress towards the goals in the Plan as determined by the Evaluator and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 17) **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.
- 18) **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.
- 19) **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 30th.
 - 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.
- 20) **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 for a time period sufficient to achieve the goals

outlined in the Improvement plan, but no fewer than forty (40) school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

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

- vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of the following decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - ii) An Educator upon receiving a decision of dismissal by the Evaluator or Superintendent may:
 - a) Present any artifacts or evidence to refute the Evaluator's recommendation for dismissal.
 - b) May proceed to the grievance procedure identified in the General Provisions of this document ("Violations of the Article are subject to the grievance and arbitration procedures.")

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 30
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	Within five (5) school days of receiving the Summative Report.
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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 or last student day.

A) Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

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

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

APPENDIX B

EMPLOYEE FAMILY AND MEDICAL LEAVE

The Leverett Elementary School shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 and its subsequent amendments. The Superintendent shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

FAMILY AND MEDICAL LEAVE

A. Leave Without Pay

1. Employees may take leave without pay when they have exhausted their leave benefits and need additional leave to cover personal illness; the illness of a spouse, child, or parent; the birth or adoption of a child; for any "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty as a member of the National Guard or Reserves, in support of a contingency operation; or to care for a covered servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent, or next of kin.
2. An employee is not entitled to leave without pay unless:
 - a. that employee has been employed for at least twelve (12) months by the School Committee* and
 - b. that employee has worked at least 1250 hours in the previous 12 month period or has a salaried position of at least .5 F.T.E.s, or
 - c. the employee is a paraeducator who has worked at least 1150 hours in the previous 12 month period.

* While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee's fulfillment of his/her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service.
3. Extent of leave:
 - a. An eligible employee may take up to twelve weeks (or twenty-six (26) weeks if leave to care for a covered service member with a serious injury or illness is also used) of leave total during a twelve (12) month period, including any paid leave used. The employee must exhaust all sick leave as per contracts with any collective bargaining units, available paid vacation leave and personal leave before being entitled to take leave without pay.
4. Definitions:
 - a. "Child" means a son or daughter, whether biological adopted, foster child, a stepchild, legal ward or child to whom the employee stands in loco parentis, if the child is either

under the age of eighteen (18) years or is incapable of self-care because of a mental or physical disability.

- b. "Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state where the doctor practices, or any person determined by the Secretary of Labor to be capable of providing health care services.
- c. "Intermittent Leave" means leave taken in whole day periods but less than a whole work week.
- d. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- e. "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per workday, of an employee.
- f. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either
(1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care;
or
(2) continuing treatment by a health care provider, which includes:
 - (a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - a. treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity);
or
 - b. one (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
 - (b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
 - (c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for absence; or
 - (d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 - (e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.
- g. "Spouse" means a husband or wife, as defined by state law.
- h. "Twelve Month Period" the preceding twelve-month period from when the leave commences.

B. Types of Leave Without Pay

1. Personal Medical Leave Without Pay: The Superintendent may grant a medical leave of absence without pay to an employee who, because of a serious health condition is unable to perform the functions of his or her job.
 - a. An employee must exhaust all available sick leave vacation and personal days, before taking leave without pay.

- b. Medical Certification:
 - (1) The Superintendent may require a medical certification from the employee's health care provider, stating –
 - i. the date on which the health condition began,
 - ii. the probable duration of the condition,
 - iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
 - iv. a statement that the employee is unable to perform the functions of his/her job.
 - (2) If the Superintendent has reason to doubt the validity of the medical certification provided by the employee's health care provider, he or she may require, at the School Committee's expense, a second opinion. The employee must obtain the opinion of a health care provider designated by the Superintendent concerning the information in b., above.
The health care provider giving the second opinion may not be a person regularly employed by the School Committee.
 - (3) If the second opinion conflicts with the first, the Superintendent may require, at the School Committee's expense, a third opinion. The third health care provider's opinion shall be final and binding on the School Committee and the employee.
 - (4) The Superintendent may require an employee on medical leave whether paid or unpaid to provide medical certifications at reasonable intervals.
 - c. If the necessity for leave is foreseeable based on planned medical treatment, the employee –
 - (1) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the school, subject to the approval of the employee's health care provider.
 - (2) shall give the employee's supervisor at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take personal medical leave, except that if the date of treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as practicable.
 - d. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
 - e. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
 - f. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary and operationally feasible.
 - g. Before the employee may resume work, the employee must present his or her supervisor with written medical certification from the employee's health care provider that the employee is able to resume work. If reasonable safety concerns exist, the Superintendent may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.
2. Family Medical Leave Without Pay: The Superintendent may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.
- a. Medical Certification

- (1) The Superintendent may require a medical certification from the health care provider for the spouse, child, or parent, as the case may be, stating -
 - i. the date on which the health condition began,
 - ii. the probable duration of the condition,
 - iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
 - iv. that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.
- (2) If the Superintendent has reason to doubt the validity of the medical certification provided by the employee's health care provider, he or she may require, at the School Committee's expense a second opinion. The employee must obtain the opinion of the School Committee's designated health care provider concerning the information in b., above. The health care provider giving the second opinion may not be a person regularly employed by the School Committee.
- (3) If the second opinion conflicts with the first, the Superintendent may require, at the School Committee's expense, a third opinion. The third provider's opinion shall be final and binding on the School Committee and the employee.
- (4) The Superintendent may require an employee on medical leave to provide medical certification at reasonable intervals.
- b. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
 - (1) Shall make a reasonable effort to schedule the treatments so as not to disrupt unduly the operations of the school, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
 - (2) Shall give the employee's supervisor at least thirty (30) days notice, before the date the leave is to begin, of the employee's intention to take family medical leave, except that if the date of the treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as practicable.
- c. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
- d. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
- e. the employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
3. Parental Leave: An employee may take parental leave without pay, or paid leave as provided herein, within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay, or paid leave as provided herein, within one year of the placement of a child with the employee for adoption or foster care. Paid leave will be granted for up to 10 work days provided the employee draws up on his/her own accumulated and unused sick leave.

- a. When the need for parental leave with or without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least thirty (30) days' notice before the date the leave is to begin. If the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
 - b. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Superintendent in writing.
- 4. Qualifying Exigencies Leave Without Pay: An employee may take leave without pay for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. Qualifying exigency leave is not available to family members of military members in the Regular Armed Forces. A qualifying exigency is defined as: (1) Short-notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.
 - a. Certification
 - (1) Leave for a qualifying exigency must be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party. A second and third opinion and recertification are not permitted for certification of a qualifying exigency. The employer may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.
 - b. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.
 - c. Leave may be taken intermittently for a qualifying exigency.
- 5. Care for Service Member Leave Without Pay: An employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness may take leave without pay for up to a total of twenty-six (26) workweeks during a single twelve (12)

month period to care for the servicemember.

A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember).

a. Medical Certification

- (1) Leave to care for a covered servicemember with a serious injury or illness must be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family. Second and third opinions and recertification are not permitted. The employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA.
- b. Employees seeking to use military caregiver leave must provide thirty (30) days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable, but thirty (30) days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.
- c. Leave may be taken intermittently whenever medically necessary to care for a covered service member with a serious injury or illness. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

C. Special Rules

1. Rules Applicable to Instructors in Periods Near the Conclusion of the Academic Term:
The following rules apply to any employee who takes leave without pay under this policy and who is employed principally in an instructional capacity.
 - a. If leave without pay begins more than five weeks before the end of an academic term, the principal may require the employee to continue taking leave until the end of that academic term, if--

- (1) the leave is of at least three weeks duration, and
 - (2) the return to work would occur during the three-week period before the end of the academic term.
 - b. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered service member without pay begins within five weeks before the end of an academic term, the principal, may require the employee to continue taking leave until the end of that term, if--
 - (1) the leave is of at least two weeks duration, and
 - (2) the return to work would occur during the two-week period before the end of the academic term.
 - c. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered servicemember without pay begins within three weeks before the end of an academic term the principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.
 - d. The extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension, the additional time is nevertheless deemed FMLA leave.
2. Intermittent Leave and Reduced Leave Schedules:
- a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the employee to transfer temporarily to an available alternate position --
 - (1) which is offered by the Superintendent,
 - (2) for which the employee is qualified,
 - (3) which has equivalent pay and benefits, and
 - (4) which better accommodates recurring periods of leave than the regular employment position of the employee.
 - b. If a teacher does not give the School Committee the required thirty (30) days notice for intermittent leave or a reduced leave schedule which is foreseeable, he or she must delay the taking of leave until the notice provision is met.
 - c. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must instead take the entire period as FMLA leave.
3. Benefits during Leave:
- a. While the employee is on leave, the Leverett Elementary School shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.
 - b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, then the employee shall be excluded from the group health plan.

4. Employment and Benefits upon Return to Work:
 - a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave--
 - (1) to be restored to his or her former job, or
 - (2) to be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
 - b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.
 - c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal status of probationary teachers or the Superintendent's authority under M.G.L. Chapter 71, sec. 41 and 42.
5. Failure to Return from Leave: The Leverett Elementary School may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if--
 - a. the employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and
 - b. the employee fails to return to work for a reason other than--
 - (1) the continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or
 - (2) other circumstances beyond the control of the employee.
6. Prohibited Acts:
 - a. No employee of the Leverett Elementary School shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this policy.
 - b. No employee of the Leverett Elementary School shall discriminate against any individual for opposing any practice contrary to this policy.
 - c. No employee of the Leverett Elementary School shall discriminate against any individual for:
 - (1) filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,
 - (2) giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or
 - (3) testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

MASSACHUSETTS PARENTAL LEAVE

I. Administrative Policy

It is the Administrative Policy of the Leverett Elementary School Committee to implement and administer the provisions of the Massachusetts Parental Leave Act (PLA). This law is intended to balance the demands of the workplace with the needs of the family, promote stability and economic security of families, promote national interests in preserving family integrity and entitle employees to take reasonable leaves for qualifying reasons.

II. Definitions

Eligible Employees: An employee who has worked in a full-time position for 3 consecutive months is covered by the PLA.

Qualifying events: The leave is for the time period immediately after childbirth or adoption.

Length of Leave: The leave entitlement for an employee under the PLA is 8 weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18 or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the School District shall only be entitled to 8 weeks in the aggregate for the birth or adoption of the same child. If twins are born or there are 2 adoptions then the entitlement is up to 8 weeks for each child. Therefore, in the above circumstances, the employee would be entitled to up to 16 consecutive weeks of leave.

Leave for FMLA and PLA will run and be determined concurrently. Leave under this policy runs concurrently with workers' compensation leave when the work-related injury qualifies as a serious health condition and parental leave under M.G.L c. 149, § 105D.

III. Procedure

Notice Requirement: An employee is required to give at least two weeks notice of his or her anticipated date of departure and intention to return, or to provide notice as soon as practicable if the delay is for reasons beyond the individual's control.

IV. Effect of Benefits

- A. An employee granted a leave under this policy will continue to be covered under the School's group health insurance plans and life insurance plans under the same conditions as coverage would have been provided if he/she had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deduction or by direct payment to the Business Office. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to change in rates that occur while the employee is on leave.
- C. If an employee's contribution is more than 30 days late, the Business Office may terminate the employee's insurance coverage. A written notification of intent to terminate coverage will be sent to the employee by certified mail at least five business days prior to said termination date.

- D. If the employee fails to return from parental leave, the School may seek reimbursement from the employee for the portion of the premiums it paid on behalf of that employee (also known as the employer contribution) during the employee's leave.
- E. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave, but will not lose any seniority or accrued benefits earned prior to the leave.
- F. Under a parental leave the employee has the option of using available accrued paid time, or being placed in an unpaid leave status for the duration of the leave. Sick leave time may only be used during time periods of incapacitation because of illness or injury of the employee as determined by the employee's attending physician.

V. Job Protection

- A. If the employee returns to work within the 8 weeks of the parental leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff, that he/she would have experienced if he or she had not taken leave under this policy.
- C. If the employee fails to return after 8 weeks of a parental leave, the employee may be terminated, unless reinstated to his or her same or similar position, in accordance with applicable laws, other leave-related policies, and/or appropriate bargaining unit contract language.

LEGAL REFS: M.G.L. c. 149, § 105D

SMALL NECESSITIES LEAVE ACT

It is the policy of the Leverett Elementary School Committee to follow the Massachusetts Small Necessities Leave Act, and to provide a process and procedure by which employees may access this right and provide for an accounting of time used by employees for this purpose.

The forms associated with the Massachusetts Small Necessities Leave Act are contained in this . The Leverett Elementary School Committee will assure compliance with the Small Necessities Leave Act (SNLA) as indicated in this policy. Compliance with other state or local laws or regulations may be concurrent with this policy, where indicated, or will be outlined in separate policies.

A. ELIGIBILITY

Employees are eligible for small necessities leave (SNLA leave) under this policy if they have been employed for at least twelve (12) months and have worked at least twelve hundred and fifty (1,250) hours during the twelve (12)-month period immediately preceding the commencement of SNLA leave.

B. COVERAGE - WHEN LEAVE CAN BE TAKEN

Eligible employees are entitled to SNLA leave for one or more of the following reasons:

- To participate in school activities directly related to educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school (school is a public or private elementary or secondary school, a Head Start program and/or a children's day care facility);
- To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or

- To accompany an elderly relative of the employee to routine medical or dental appointments and for "other professional services related to the elder's care," such as interviewing at nursing or group homes. (An elderly relative is defined as one who is sixty (60) years of age or older and related by blood or marriage.)

C. DURATION AND TIMING OF LEAVE

Eligible staff members may take a total of twenty-four (24) hours of SNLA leave per calendar year.

D. NOTICE TO EMPLOYER AND SCHEDULING OF LEAVE

Eligible staff members must provide not less than seven (7) days notice before the date the SNLA leave is to begin where the need for the leave is foreseeable. However, if circumstances require leave to begin in less than seven (7) days, the staff member must provide such notice as soon as is practicable.

E. COMPENSATION DURING LEAVE

Employees who have accrued paid leave under the school committee's policies must utilize such leave when taking SNLA leave. The paid leave will count against the twenty-four (24) hours of allowable SNLA leave. When all accrued time has been paid, the staff member is then considered on unpaid leave for the remainder of the SNLA leave. Only Personal or Vacation time is eligible to be used for SNLA leave. Sick time may not be used for SNLA leave.

Employees must explain the reasons for their leave requests, so as to allow the School to determine if such leave qualifies as SNLA leave. Use of paid or unpaid leave for circumstances that qualify as SNLA leave will count against both the twenty-four (24) hour SNLA entitlement and the employee's leave entitlement under the School's other policies, or applicable law. However, use of paid or unpaid leave for circumstances that do not qualify as SNLA leave will not count against the twenty-four (24) hour SNLA leave entitlement.

F. EMPLOYEE PROTECTION

The School will not interfere with an employee's right under the SNLA or applicable state or local law. No person shall be discriminated against for exercising, attempting to exercise, or supporting another in the exercise of rights under the SNLA.

G. ADMINISTRATION

SNLA leave requests should be directed to the Principal of the school building where the employee works. Requests will be reviewed by the Principal, or designee, to determine eligibility, length of the leave, paid or unpaid status, and benefit status. It is the responsibility of the employee to obtain all necessary documentation needed to determine leave status. The employee will meet with the Principal or designee, to discuss the leave request, whether it is granted, its terms, and the responsibilities of the employee.

Further questions may be directed to the Superintendent of Schools.

REQUEST FOR TIME UNDER THE SMALL NECESSITIES LEAVE ACT

(To be completed and submitted to your Principal with a copy to the Superintendent of Schools.)

I am requesting the following time off for reasons covered under the Small Necessities Leave Act. If this need was foreseeable, I have provided at least seven (7) days notice, if it was not foreseeable, I have provided as much notice as possible. I understand that if eligible, this time will be counted towards the twenty-four (24) hour time bank allowed per calendar year under the Small Necessities Leave Act and the following Leverett Elementary Schools' Policy.

Requested time off: (date and time) _____

This time is for one of the reasons specified below:

- To participate in school activities directly related to educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school (school is a public or private elementary or secondary school, a Head Start program and/or a children's day care facility);
- To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or
- To accompany an elderly relative of the employee to routine medical or dental appointments and for "other professional services related to the elder's care", such as interviewing at nursing or group homes. (An elderly relative is defined as one who is sixty (60) years of age or older and related by blood or marriage.)

I understand that if eligible, I will be using any paid time which I have available to cover this Small Necessities Leave Act time. If I do not have any paid time left, I understand that the time taken will be unpaid.

Employee Signature: _____

Date: _____

Approval and Designation of SNLA Time

Date: _____

Request received from: _____

Department: _____ Date of hire: _____

No. of hours worked in previous twelve (12) months: _____

Time requested: (date and time): _____

SNLA time taken this calendar year: _____

As of this date: SNLA time remaining: _____

Paid time remaining: _____

Approved:

_____ As requested

_____ With the following modifications: _____

Not Approved:

_____ Employee is ineligible due to length of employment, i.e. less than one year.

_____ Employee has worked less than 1250 hours in the previous 12 months.

_____ The reason for the requested time off does not fall under the guidelines of the Act.

_____ SNLA entitlement has been exhausted for the current period.

_____ Other: _____

Principal: _____ Date: _____

Copies distributed: Employee _____ Principal: _____

Superintendent: _____ Payroll: _____

Name: _____

Anticipated dates of leave of absence: _____

Types of leave: _____

Date of hire: _____

Benefit time as of: _____

_____ Personal time

_____ Vacation time

_____ Total

As of _____ worked _____ hours in the previous fifty-two (52) weeks.

Eligible for SNLA? _____ Yes _____ No

Previous SNLA and dates: _____

Comments: _____

Approved by: _____ Date: _____