

**AGREEMENT BETWEEN THE**

**SOMERSET TEACHERS ASSOCIATION**

**AND THE**

**SOMERSET AND SOMERSET BERKLEY SCHOOL COMMITTEES**

**September 1, 2017 – August 31, 2020**

## **PREAMBLE**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this three-year contract is made on the 1st of September 2017 to be effective from September 1, 2017 through August 31, 2020 by the School Committees of the Town of Somerset and the Somerset Berkley Regional School Committee (hereinafter sometimes referred to as the Committees) and the Somerset Teachers' Association (hereinafter sometimes referred to as the Association).

Recognizing that our prime purpose is to provide education of the highest quality for the children of Somerset and Berkley, and that good morale within the teaching staff of Somerset and Somerset Berkley is essential to achievement of that purposes, we, the undersigned parties to the contract, declare that:

- A. Under the law of Massachusetts, the Committees, elected by the citizens of Somerset and Berkley, have final responsibility for establishing the educational policies of the public schools of Somerset and Somerset Berkley.
- B. The Superintendent of Schools of Somerset and Somerset Berkley (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established.
- C. The teaching staff of the public schools of Somerset and Somerset Berkley has the responsibility for providing in the classrooms of the schools education of the highest possible quality.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by the consultations and free exchanges of views and information between the Committees, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; therefore, to give effect to these declarations, the principles and procedures that follow are hereby adopted.

## **ARTICLE I SCOPE**

- A. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committees recognizes the Association as the exclusive bargaining agent and representative of all professional employees including the athletic trainer (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts) of the Committees, excepting, however, the Superintendent, the Assistant Superintendents, Director of Special Education and Student Services, all Directors, Supervisors and/or Coordinators, all Principals and Vice Principals, and every such employee who on the effective date of this Contract is, or thereafter shall be, designated by the Committees as a representative of it for the purposes of such bargaining.
- B. Insofar as compensation and other conditions of employment are concerned, subject to the provisions of this Contract (and except as otherwise provided by Appendices A and B attached hereto and made a part hereof) the wages, hours and other conditions of employment applicable

on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A “grievance” is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or inequitable application of any of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### **B. Purpose**

The purpose and procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committees and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved, at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee.

### **C. Procedure**

1. **Level One:**  
The grievance shall be presented in writing by the employee and a member of the Professional Rights and Responsibilities Committee to the principal or, where the employee is not responsible to any one principal, to the appropriate supervisor. If the grievance is not presented at Level One within thirty (30) school days of the occurrence of the event upon which the grievance is based, the grievance will be considered as waived. The principal or supervisor shall respond to the grievance in writing within five (5) school days of the presentation.
2. **Level Two:**  
Within ten (10) school days of the Level One decision or the expiration of time for such decision, whichever occurs first, the grievance shall be presented in writing by the employee and the Chairman of the Professional Rights and Responsibilities Committee to the Superintendent, who shall, within ten (10) school days, thereafter, meet with the employee and said Chairman in an effort to settle the grievance. The Superintendent shall respond in writing within fifteen (15) school days of the Level Two meeting.

3. **Level Three:**  
Within ten (10) school days of the Level Two decision or the expiration of time for such decision, whichever occurs first, the grievance may be presented by the Association in writing to the appropriate School Committee(s). The School Committee will meet with the Association within fifteen (15) school days of the presentation. The School Committee will respond in writing within fifteen (15) days of the Level Three meeting. Grievance involving issues generated in grades pre-k to 8 shall be heard by the Somerset School Committee; grievances involving issues generated in grades 9-12 shall be heard by the Somerset Berkley Regional School Committee; and, system-wide grievances shall be heard by both School Committees.
4. **Level Four:**  
Within fifteen (15) school days of the Level Three decision or the expiration of time for that decision, whichever occurs first, and if the grievance involves the interpretation or application of any provision of this Agreement, the Association may present the grievance to arbitration by filing a request for arbitration in writing to the American Arbitration Association (a copy of which shall be sent to the School Committees). The arbitration shall be held in accordance with the rules of the American Arbitration Association. Expenses of the arbitration shall be shared equally by the School Committee(s) and the Somerset Teachers Association, and the award made shall be final and binding upon the School Committee(s), the Association, and the aggrieved employee.
  - a. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by mutual consent. During the summer recess said time limits shall be construed as weekdays instead of school days.
5. If the grievance affects a group or class of employees, which is not under the control of their supervisor and/or principal, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent at Level I.
6. No employee shall be subjected to adverse personnel action in reprisal for filing a grievance.

**ARTICLE III  
PREROGATIVES OF THE SCHOOL COMMITTEES**

- A. Matters which are covered by this agreement are all of the matters to which the parties have bargained and as to which they intend to bargain; and as to any matters not specifically covered by the language of the agreement, the School Committees retains full discretion to act in any way it sees fit provided it is done in good faith.
  
- B. Subject to the provisions of this agreement, the School Committees and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the Somerset Public Schools and Somerset Berkley Regional School and their professional staff under governing laws, ordinances, rules, and regulations. In all matters under this agreement calling for exercise of judgment on the part of the Superintendent and the School Committees, the decision of the School Committees or the Superintendent shall be final and binding if made in good faith, except where some other standard of grievability or arbitrability is set forth in this agreement.

**ARTICLE IV  
BENEFITS: INSURANCE AND ANNUITIES**

- A. A School Department employee in the Town of Somerset, Massachusetts, will be eligible to participate in the Town's "Employee's Group Insurance Plan" on the first day of employment by the Somerset School Department or the Somerset Berkley School District. At this time the employee must either apply for the above coverage or sign a waiver stating the employee does not wish to participate in this program.

The Town of Somerset will pay the maximum percentage permitted by Town Meeting enactment of the cost of the following types of insurance coverage:

1. A term life insurance policy consistent with that enacted by past or future Town Meetings (4,000.00).
  
2. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield of the type presently available to teachers or such other additional programs as may be offered by the Town. The current employer contribution is seventy-five percent (75%).
  
3. Pursuant to the provisions of G.L. c.32B, §15, the Committee and the Association shall establish a Health and Welfare Trust. Said Trust shall be reduced to an executed trust agreement. The Committee shall not be required to contribute any sum of money to provide benefits pursuant to the provisions of the Trust.
  
4. Employees shall be responsible for paying one hundred percent (100%) of the premium for whichever dental plan is in effect.

**B. Tax Sheltered Annuities:**

Teachers will be eligible to participate in a tax-sheltered annuity plan established pursuant to U.S. Public Law 87-370. Effective September 1, 2003, bargaining unit members who wish to begin contributing to an annuity plan or bargaining unit members who are hired after September 1, 2003 shall be limited to contributing to one of the plans approved by the School Committees or their designee. Bargaining unit members contributing to an annuity plan prior to September 1, 2003, shall continue to be eligible to contribute to that plan. A bargaining unit member who signed up for a TA, prior to September 1, 2003, but who had not yet made a contribution to that plan can remain a member of that plan under the pre September 1, 2003 rules.

**ARTICLE V  
CLASS SIZE**

The School Committees and the Association recognize that class size is an important factor in good education and will whenever possible, subject to space availability and all other educational consideration, insure that class size is of the most effective nature for both teacher and pupil. However, the final decision as to class size will be made by the School Committees in the best interest of all.

**ARTICLE VI  
DUES AND CREDIT UNION DEDUCTIONS**

- A The Committees hereby accepts the provisions of Section 17C of Chapter 154-8 as amended of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Treasurers of Somerset and Somerset Berkley all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract. Dues deductions shall be made over a ten (10) month period for all employees authorizing said deductions.
- B. Teachers will also be allowed a specified payroll deduction for the bank of their choice. Said deductions shall be made over a twelve (12) month period for all employees authorizing said deductions.
- C. The Association shall indemnify and save the Committees and/or the Towns harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Article.

**ARTICLE VII  
JUST CAUSE**

No bargaining unit member will be disciplined, reprimanded or deprived of professional advantage without just cause. Provided, however, that this provision shall not apply to the dismissal or non-rehire of teachers without professional teacher status.

**ARTICLE VIII  
LEAVES OF ABSENCE**

**A. Extended Leave – General Provisions:**

1. The Superintendent will consider a leave of absence for any teacher. The Superintendent is required to grant a leave of absence to anyone called into military service by the government.
2. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
3. A leave of absence without pay or increment of up to one (1) year may, at the discretion of the Superintendent, be granted for any reason.
4. All teachers on a leave of absence shall be required to submit a letter indicating their expected return date by no later than April 1<sup>st</sup> of the school year in which they commenced the leave.

Upon return from a leave of absence, the teacher will be allowed to return to the same position, if the position exists; if the position does not exist, to be assured the first vacancy in any position for which he/she is qualified and for which he/she requests. All credits, seniority, and salary will be retained in accordance with those that were held by the teacher when the leave of absence commenced.

5. Providing the insurance carrier agrees, teachers who are on extended leave of absence may continue to be covered under the town's insurance plan. The premium for this coverage shall be paid by the teacher.
6. Subject to the provisions of Article XV, Section 4, teachers on the recall list will have first priority in filling in a temporary one (1) year position for teachers granted a full year leave and will have all contractual rights restored to them. Providing there are no eligible teachers on the recall list, teachers hired to fill a temporary one (1) year position for teachers granted a full year leave will be placed on Step 1, 2 or 3 of the Bachelor's salary schedule depending upon the teacher's continuous service in filling one (1) year temporary positions and will have all contractual rights.

**B. Extended Leave – Parental Leave and Child Rearing Leave**

1. Every bargaining unit employee who has completed an initial probationary period of ninety (90) days will be entitled to an eight (8) week leave of absence for the purpose of parental leave (for birth, adoption, or the placement of a foster child or surrogate), provided he/she gives at least two (2) weeks notice of his/her anticipated date of departure and of his/her intention to return. Bargaining unit employees are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Upon return from an

eight (8) week leave of absence the bargaining unit employee will be restored to his/her previous position. A bargaining unit employee eligible for parental leave under M.G.L. C.149, §105D may use accumulated sick leave for up to two (2) weeks of the parental leave. An employee may use up to an additional six (6) weeks of accumulated sick leave for a parental leave during said eight (8) week period under the conditions set forth in Article VIII, Section E. The Superintendent may grant unpaid leave beyond the eight (8) weeks at his/her discretion. An employee may use additional accumulated sick leave beyond the eight (8) week period if the employee has an extended period of illness or disability related to pregnancy or childbirth.

2. A bargaining unit employee who has been employed for at least two (2) consecutive years may extend her/his eight-week parental leave for a period not to exceed two years for the purpose of child rearing leave. The bargaining unit employee will provide the Superintendent with at least six (6) weeks written notice of his/her anticipated date of departure and date of return and shall be restored to his/her previous, or similar position with the same status, pay, length of service, and seniority, wherever applicable as of the date of the leave. However, the employee must return at the start of a marking period or on a date mutually agreed to by the Superintendent or his/her designee and the employee. Failure to return on the date indicated shall be considered a resignation effective on the expected date of return.
3. If a significant change of circumstances makes the reason for leave under this Article no longer necessary, then such employee may return to work.
4. Such parental or child-rearing leave shall not affect the employee's right to receive entitled benefits for which he/she was eligible at the date of the leave; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits.
5. The parties intend that the provisions of Article VIII, Sections A and B shall be applied consistently with the provisions of the Family Medical Leave Act.

**C. Family Medical Leave Act:**

The parties agree to the following standards under the Family Medical Leave Act:

1. A year shall be calculated using the rolling backward method;
2. The Committees shall not require the use of paid leave;
3. Required employee health insurance and life insurance contributions, if any, shall be set off against the first paycheck upon the employee's return to work;
4. "In loco parentis" relationships shall be established by a statement in the leave application that the applicant is responsible for the care of the person;



5. FMLA leaves shall be available to all bargaining unit members who satisfy the eligibility requirements under the Act.
6. The Employers may request second and third medical opinions at the Employers' expense;
7. Fitness for duty certifications shall be required after a FMLA leave taken for personal illness;
8. Intermittent leaves after birth or adoption shall not be permitted;
9. Monies owing the Committees if an employee does not return from leave shall be set off against available funds; if there are no available funds, the employee will be billed;
10. Bargaining unit employees married to other bargaining unit employees shall each be eligible for FMLA leave, consistent with the requirements and limitations under the law;
11. FMLA coverage is extended to the immediate family, defined solely for FMLA purposes as:
  - a. The term immediate family shall include father, mother, brother, sister, spouse, child, grandparents, immediate in-laws, and aunts and uncles and other members of the household.
  - b. The definition of "immediate family" for purposes of funeral leave, pursuant to Article VIII (D)(2), and family illness, pursuant to Article VIII (E), shall be the definition set forth in the existing language of Article VIII (D)(2).

**D. Temporary Leaves:**

1. **Personal Days:**  
 Teachers may take up to three (3) days of leave for matters which cannot be taken care of other than during school hours and provided that, except in emergency situations, at least twenty-four hours advance notice shall be made to the Superintendent. Bargaining unit members may not roll over personal days from the current school year to the next school year. Any unused personal days will be converted to sick days and added to the member's accrued sick leave.

Personal days are not intended for recreational purposes or for the pursuit of outside occupation.

2. **Funeral Leave:**  
 A five (5) school day leave for each death in the immediate family will be granted to each teacher. Any additional days of absence with salary for this purpose shall be at the discretion of the Superintendent. The term immediate family shall include father, mother, brother, sister, spouse, child, grandparents, immediate in-laws, and aunts and

uncles who are members of the household. Leave for aunts and uncles of more than one (1) day shall be at the discretion of the Superintendent.

- a. One (1) day will be allowed for the death of each member of the family (not sick leave) not considered immediate as listed above.
- b. No time will be allowed for deaths other than those of members of the family except at the discretion of the Superintendent.

3. **Military Leave:**

When requested the Superintendent will grant an employee a leave of absence for required military training not to exceed seventeen (17) calendar days provided that said required training cannot take place other than during the school year.

4. **Professional/Temporary Leave:**

Up to three (3) days may be granted by the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature in or out of state. Substitutes will be provided for the absent teacher.

As a condition of submitting requests for professional leave, the teacher shall answer questions about the relationship of the professional development to the individual, school, and/or district goals, the impact on teaching and learning, and how the professional development will be shared with peers and/or the administration upon the teacher's completion of the leave.

5. **Professional Development Expenses:**

The Committees will pay reasonable expenses incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions with the advance endorsement of the Superintendent.

6. **Professional Leave/Sick Leave:**

Leaves taken pursuant to Sections 1, 2, 3, 4 and 5 above will not be subtracted from any sick leave to which the teacher is entitled.

7. **Professional Leave/Temporary Leave:**

Days granted by the Superintendent for professional conferences will not be deducted from temporary leave.

**E. Sick Leave**

1. All regularly employed teachers shall be entitled to sick leave with full pay, computed as follows:
  - a. Teachers will be eligible for fifteen (15) days sick leave annually, five (5) of which may be used for immediate family illness, cumulative to two-hundred and sixty-four (264) days. An employee who uses more than one-half a school day (up to a full school day) for sick leave purposes shall be charged for a full sick day.

An employee who uses up to one-half a school day for sick leave purposes shall be charged for one-half a sick day.

- b. Teachers with experience gained in other systems who are hereinafter hired, may at the discretion of the Superintendent, be allotted sick leave benefits accrued to their credit in other systems.
- c. Teachers are eligible for certain Federal Income Tax deductions if illness costs reach a specific amount. For such purposes, compensation for sick leave days shall be defined as "that amount of money that the employee would receive for the day's work on the current salary payroll".
- d. Teachers may be requested to submit a physician's certificate after five (5) consecutive school days of illness.

2. **Sick Leave Accumulation:**

Teachers shall be able to view online and print their accumulated sick days by October 1 of each school year.

3. **Sick Leave Bank:**

The sick leave bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be continued.

- a. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. The request for an initial grant of sick leave, made to the Sick Leave Bank Committee by an eligible employee, shall be in writing and shall include written medical verification of his/her serious illness provided by the employee's own physician.
- b. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Such demonstration of need shall be in the form of further written medical verification of continuing serious illness provided by the employee's own physician. If such a request for extension of entitlement is made, the Sick Leave Bank Committee may require, upon the request of any Sick Leave Bank Committee member, a second medical opinion to be provided by an appropriate medical specialist of the Sick Leave Bank Committee's choosing paid for by the School Departments. If the two medical opinions agree, the employee applicant shall be entitled to additional sick leave bank days beyond the original grant of thirty (30) days provided for above. If the two medical opinions disagree, a third medical opinion will be sought. The third medical specialist shall be agreed upon by the applicant's physician and the Sick Leave Bank Committee's physician. The opinion of the third medical specialist shall be controlling in the matter. The cost of the third medical opinion shall be borne equally between the employee and the

School Departments. The Sick Leave Bank will continue to provide sick leave to an applicant until such time as a definitive medical opinion is established .

- c. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the School Committees to serve at their discretion and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:
  - i. Adequate medical evidence of serious long-term illness.
  - ii. Prior utilization of all eligible sick leave.
- d. The Sick Leave Bank Committee may from time to time promulgate, and cause to be disseminated, rules and regulations concerning the operation of the Sick Leave Bank. Such rules and regulations shall include, but not be limited to, guidelines for applicants concerning Sick Leave Bank procedures and timelines. The decisions of the Sick Leave Bank Committee relative to rules and regulations, eligibility and entitlement shall be final and binding and not subject to any appeal either contractual or statutory.
- e. If the sick leave bank is depleted to one hundred (100) days, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.
- f. The maximum number of days a teacher can obtain from the sick leave bank is one hundred and eighty (180) days during a five (5) year period, said period commencing with the employee's initial award from the Sick Leave Bank.

4. **Sick Leave Buy-Back:**

Members of the bargaining unit who have at least ten (10) years of teaching experience and have reached the maximum step on the salary schedule will, upon termination of service, receive compensation for their unused sick leave at the rate of twenty-five (25) dollars a day up to a maximum of two hundred and sixty-four (264) days. This shall be included in the employee's final paycheck. Upon the death of a teacher, the teacher's estate shall receive the compensation as stated above.

Teachers hired after September 1, 1988, in addition to the other stated requirements, must have at least ten (10) years teaching experience in Somerset or Somerset Berkley to be eligible for benefits under this paragraph.

Bargaining unit members must notify the Superintendent's office in writing by no later than December 31<sup>st</sup> of the school year at the end of which the teacher intends to retire. Any bargaining unit members who are hired subsequent to June 30, 2006 and who subsequently retire prior to the end of a school year shall have their final sick leave buyback amount pro-rated to proportionately reflect that amount of the full school year that they work.

**F. Sabbatical Leave**

1. Teachers covered by this contract may, subject to the approval of the Superintendent, be granted a sabbatical leave of absence of one (1) year for advanced study beyond the master's degree or for other educational endeavors deemed appropriate by the Superintendent.
2. Not more than three (3) teachers may be absent on sabbatical leave at any one time.
3. Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before February 1 if it is to become effective in September. A teacher requesting such leave shall submit an application for approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested. Evaluation of each application on the basis of service rendered by the applicant and the use to be made of the requested sabbatical leave shall be the responsibility of the Superintendent. Applicants shall be notified by May 1 of the disposition of their application.
4. Sabbatical leave shall be granted only to teachers who have served for at least seven (7) years in the Somerset School System. A second or third leave shall not be authorized until a teacher shall have reestablished eligibility by serving another period of seven (7) years.
5. Teachers on Sabbatical shall receive from the School Committees sixty percent (60%) of the salaries which they would have received if they had remained on active duty. They shall also receive the proportional amount toward Blue Cross - Blue Shield, town life insurance, and teachers' retirement allowed by law.
6. The Superintendent of Schools shall require that a teacher on sabbatical leave submit three (3) reports to him concerning the manner in which the leave is being used. The Superintendent shall determine a schedule for submission of the reports from the teacher.
7. Prior to granting a sabbatical leave, a teacher shall enter into written agreement with the Superintendent of Schools that upon the termination of such leave, he will return to service in the Somerset School System for a period equal to twice the length of the leave and that, in default of completing such service, he shall refund to the Town of Somerset or the Somerset Berkley Regional School District an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
8. Upon his return from sabbatical leave, a teacher's salary shall be the same as he would have received had the period of his leave been spent in the Somerset School System, and

he shall be returned to the same position which he held at the time said leave commenced if available, or, if not, to a substantially equivalent position.

**G. Personal Injury**

Whenever a teacher is absent from school as a result of personal injury arising out of, and in the course of his employment, he will be paid by the School Departments the difference between his full salary and payments received under Worker's Compensation Insurance. Bargaining unit members eligible for Workers Compensation shall receive 60% of their regular base pay through Workers Compensation, with the remaining 40% being deducted from the bargaining unit member's accrued sick leave, if any. Bargaining unit members will not submit their Workers Compensation checks to the school districts. Sick leave or personal leave time for said payments will be deducted according to the ratio the School Departments payment bears to the total bi-weekly salary during this period. These payments will continue until such time as the individual's accumulated sick leave shall have been exhausted. The teacher may then apply to the sick leave bank requesting additional sick leave time in accordance with Article VIII, Section E.3. If sick leave days are granted and Worker's Compensation payments continue, then payments will be made as provided in this section.

**ARTICLE IX  
NO STRIKE**

There shall be no strike, slowdown or other work stoppage during the course of this agreement. Any or all teachers who are disciplined for violating this Article shall not have recourse to the grievance procedure but shall have recourse to other remedies available under the law.

**ARTICLE X  
PROFESSIONAL DEVELOPMENT**

- A. In service courses or workshops will be provided by the Somerset Public Schools and the Somerset Berkley School District for the professional development of applicable bargaining unit members.
- B. The Association may set up three (3) credit courses of an educational nature taught by a qualified person. Teachers who successfully complete the course will be granted three (3) credits subject to the criteria set forth in Appendix A, Section F.
- C. Courses taken pursuant to Sections A and B of this article shall receive credit as follows:
  - 1. **Incremental Credit**  
Courses and/or workshops sponsored by the Somerset School Districts will be offered to all staff without requiring prior approval of the Superintendent. These courses/workshops will be eligible for staff to use for incremental credit. The ratio is as follows: fifteen (15) contact hours = one (1) incremental credit. PDP's will also be administered with one (1) clock hour = one (1) PDP. Courses/workshops flyers will be

posted in all buildings clearly identifying the contact hours, number of incremental credit, and PDP's.

**2. Graduate Credit**

Occasionally the school district will offer a course that will provide the staff the option of taking the course for graduate credit (at their own cost) or incremental credit (free of charge). The college/university partnering with the school district may require additional work from students seeking graduate credit. If there is any possible question as to whether the contemplated course is related to the field of teaching as required by a contract, a check with the Superintendent is required. All courses must be taken from an accredited college or university. Any question relative to whether an institution is accredited must be verified in advance of taking the course if the staff member is seeking tuition reimbursement and/or credit.

**ARTICLE XI  
PROMOTIONS**

- A. Promotions: A promotional position is defined as any position paying a salary differential and/or any position on the administrator-supervisor level, including, but not limited to, positions as assistant superintendent, supervisor, director, principal, assistant principal, headmaster, master, department head, curriculum specialist, counselor, coordinator and administrative assistant.
- B. In making promotions, it is the practice of the Somerset Public Schools and the Somerset Berkley Regional School District to upgrade existing personnel when practical. In making such promotions, merit and ability shall in all cases govern except when abilities are equal. When merit and ability are equal, promotions shall be made on the basis of seniority within the Somerset or Somerset Berkley School Systems. Determination of the relative merit and ability of applicants seeking a higher pay position shall be the sole right and responsibility of the Principal, Superintendent and/or the School Committees. When a position covered by this agreement becomes vacant, notice of this vacancy shall be mailed to the President of the Somerset Teachers' Association and notices of this position shall be posted in all schools in a conspicuous place. Where practical, notice shall be posted at least ten (10) days prior to the closing date for the acceptance of applications.
- C. No permanent appointments shall be made unless the position has been posted for ten (10) days. This shall not apply to positions which become vacant on or after August 15th. However, the President of the Association shall be notified of the vacancy.

**ARTICLE XII  
PROTECTION**

- A. Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the principal and superintendent. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher, the police, and the courts.
- B. The Committees agrees to indemnify bargaining unit members consistent with the terms of M.G.L. c. 258.

**ARTICLE XIII  
REDUCTION IN STAFF**

- A. **Judgment:**  
In making reductions in staff, educational attainment, licenses and performance, as reflected in teacher evaluations, shall govern. When merit and ability are equal, seniority shall prevail. The determination of relative merit and ability shall be the prerogative of the Superintendent and an arbitrator may not substitute his/her judgment for the Superintendent's unless he/she finds the Superintendent's judgment to have been unreasonably exercised.
- B. **Seniority:**  
Whenever it is referred to in this agreement, seniority is defined as a bargaining unit member's length of service in years, months, and days from the date of employment as an employee in a position currently covered by the bargaining unit; the seniority of an employee successfully completing a probationary period shall be retroactive to their date of employment in a position currently covered by the bargaining unit. In the event an employee has resigned and has been reappointed, his/her seniority shall be counted from the date of the most recent employment. Teachers shall be credited for seniority purposes with all time spent on paid authorized leaves of absence provided for in this agreement. In cases involving identical seniority, a name lottery shall be held. Order of seniority shall be the order drawn (The first drawn is the most senior). The lottery shall be conducted jointly by the Association and the Superintendent. Members of the bargaining unit may be present at such lottery.
- C. **Seniority List:**  
An updated seniority list shall be supplied by the Superintendent annually by October 15th. No employee seniority list shall be altered between revisions in the seniority list except to correct an error. New employees shall be added to the list upon entering into the bargaining unit.
- D. **Dismissal/Professional Status:**  
A teacher with professional status who is dismissed because of a reduction in force shall have the first right to be rehired, as provided below, for positions which become vacant up to two (2) years from the teacher's dismissal. With respect to secondary and special teachers, the right to rehire shall be limited to the disciplines which they held at the time of dismissal or to other disciplines in which the teacher has past proven experience in Somerset or two (2) years successful experience outside Somerset. With respect to elementary school teachers, teachers



employed in Pre K-6 shall have the first right to be rehired to a Pre K-6 position or to other positions in which the teacher has past proven experience in Somerset or two (2) years successful experience outside Somerset.

Consistent with the above, teachers with professional teacher status shall have rehire rights in the reverse order of dismissal. Provided, however, teachers who were reduced from a particular discipline shall have preference for recall to that discipline over those who, though having past proven experience in Somerset or Somerset Berkley, or two (2) years successful experience outside Somerset or Somerset Berkley, were reduced from a different discipline.

With respect to the two (2) years successful experience outside Somerset or Somerset Berkley as set forth in this paragraph, teachers must have letters on file to that effect from the superintendents of the applicable school systems.

- E. When vacancies occur, teachers on the recall list shall be notified by certified mail at their last address of record. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within ten (10) calendar days shall be considered a rejection of such offer, and a teacher shall be dropped from the recall list. It shall be the responsibility of the personnel on the recall list to inform the Office of the Superintendent of Schools, in writing, of the changes of address.
- F. A copy of all recall notices shall be provided to the President of the Association at the same time they are provided to the recallee.
- G. All teachers on layoff will receive top priority on the substitute list if they so indicate in writing to the Superintendent.
- H. Teachers who are notified that they are to be reduced may elect a two (2) year leave of absence in lieu of dismissal. Such election shall be on a form provided by the Superintendent and shall be returned to the Superintendent within ten (10) days of its receipt. Such election is conditional upon a waiver of any present or future rights to a dismissal hearing that the teacher may have pursuant to Chapter 71, Section 42 of the Massachusetts General Laws. A teacher on a leave of absence under this provision shall have the same recall rights as a dismissed teacher.
- I. Any teacher on a paid or unpaid leave of absence is subject to the same conditions of this Article as teachers actively teaching.
- J. Teachers, if recalled from layoff, will be credited with all benefits accrued up to the time of layoff.
- K. Providing the insurance carrier agrees, teachers who are on layoff for two (2) years or who elect a two-year leave of absence in lieu of dismissal, may continue to be covered under the Town's insurance plans. The premium for this coverage shall be paid by the teacher.

- L. Coordinators whose position is eliminated and who wish to return to a teaching position may do so, provided that they satisfy the following conditions: they are licensed and qualified; and, they can only return to a teaching position at the start of a school year.
- M. Coordinators whose position is not eliminated but who wish to return to a teaching position may do so, provided that they satisfy the following conditions: there is a vacant position for which they are licensed and qualified; and, they can only return to a teaching position at the start of a school year.
- N. For existing employees in the bargaining unit as of January 1, 2015, if a bargaining unit member has been assigned or volunteers for a split assignment and one assignment is subsequently eliminated, the employee shall have the ability to return to a full-time position should one be available or be able to displace the least senior teacher in that discipline.

**ARTICLE XIV  
RELEASED TIME - ASSOCIATION BUSINESS**

Representatives of the Association will be released from regular duties without loss of pay to participate in negotiation meetings between the Committees and the Association if such meetings are scheduled during the regular school day.

The present practice with respect to Association representatives being granted released time to attend conferences shall continue.

**ARTICLE XV  
SUPERVISING STUDENT TEACHERS**

A teacher may accept or reject assignment as a supervising teacher for a student teacher.

**ARTICLE XVI  
TEACHER EVALUATION**

- A. Teachers will have the right, upon request, to review the contents of their personnel file.
- B. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. The evaluation process shall be governed by Appendix F: Evaluation Handbook.

**ARTICLE XVII**  
**TEACHING HOURS AND TEACHING LOAD**

**A. Work Year:**

The work year for teachers (other than new personnel who may be required to attend additional orientation sessions) shall be one hundred eighty-four (184) days, including days when teachers are required to be present when school is not in session. Two (2) of the 184 days shall be the days before the first day for students and two (2) of these 184 days shall be reserved exclusively for professional development purposes and no student instruction/supervision shall be required. The Association shall have substantive input into the content, format and placement within the work year of the professional development days. As to the second of the two (2) days before the first day for students, the Administration reserves its right to schedule teachers between the hours of 12:30 and 2:30. The work hours on said day shall be 8:00 to 2:30 system wide.

**B. School Day:**

The length of the school day shall not exceed six (6) hours and fifty (50) minutes for all levels of teachers except as required by state law or by mutual agreement of the Somerset Teachers' Association and Somerset School Committee and/or Somerset Berkley Regional District School Committee.

**C. Lunch Periods:**

Teachers will have a duty free lunch period of at least the following lengths:

1. Elementary School Grades (Grades Pre K-5). Not less than 30 minutes.
2. Middle School. Not less than the length of the student cafeteria or lunch period.
3. Senior High School. Not less than the length of the student cafeteria or lunch period.
4. Elementary teachers will not be required to serve lunch recess duty. The only exception will be in the event of inclement weather, at which time it will be necessary for the teachers to report to their classrooms at the close of the lunch period. Elementary teachers shall not be required to supervise recess. On days when recess is canceled, each affected teacher shall receive a fifteen (15) minute break. Such break shall be provided by collaboration with other bargaining unit members. The parties agree that the students cannot be left unsupervised and that they shall be engaged in structured educational activities.
6. Nurses shall have a 30-minute uninterrupted lunch period. However, they must remain in their assigned school to the extent required by law to be on call in case of emergencies. Nurse lunch may be scheduled by the building principal. Nurses shall receive a fifteen (15) minute uninterrupted break during the morning. It is understood that, in the case of an emergency requiring the nurse, lunch or break may be interrupted and uninterrupted time of equivalent length will be made up later. Nurses shall remain in their assigned school during the break to be on call in case of emergencies.

**D. Middle School:**

Somerset Middle School shall be scheduled on the basis of an eight-period day, such periods being scheduled within a six-day cycle.

The schedule to be implemented shall be the one recommended by the Somerset Middle School Scheduling Committee.

- I. Over the course of the six-day cycle, middle school teachers shall, in addition to their lunch period, have one preparation period every day, during which they shall not be assigned to any other duties.
- II. During the six-day cycle, middle school teachers shall have six-duty periods.
- III. Middle school teachers shall be assigned six (6) planning periods per six (6) – day cycle. Planning periods may be used for a variety of planning activities, including but not limited to, team planning, co-teacher planning, curriculum coordinator planning, data review planning, administrator planning, and curriculum alignment/review planning.
- IV. Until the new schedule is implemented for the 2019-2020 school year, the normal middle school teaching load shall be thirty (30) forty-four (44) minute periods per six (6) day cycle. It is acknowledged that not all teachers' normal schedule of classes will result in a 30 periods per cycle due to the number of classes and periods/class/cycle. The scheduling of teaching periods in excess of the prescribed number shall result in the associated reduction in the number of duty periods assigned, that is to say, for each teaching period scheduled in excess of the prescribed number, two (2) duty periods shall be eliminated.
- V. Middle school teachers of students with special needs will have one (1) report/conference/monitoring period per six (6) day cycle.
- VI. Until the new schedule is implemented for 2019 – 2020 school year, the length of the student day will be increased by ten (10) minutes.

A new schedule will be implemented in the 2019-20 school year

1. 6 day cycle/42 periods per cycle
2. Teachers will teach 31 out of 42 periods
3. One (1) of the thirty-one (31) periods shall be an Advisory period. Report card grades will not be assigned for advisory.
4. A minimum of one daily duty-free preparation period per day, except when volunteering for or assigned to an office coverage.
  - a. On half days or early release days, teachers shall only receive preparation time if it occurs during the schedule that day. Schedules on early release days will be rotated equitably.
  - b. PD on early release days shall not start until 15 minutes after the student dismissal.
  - c. No member will be assigned more than one office coverage per cycle.
5. Total teaching time shall be no more than 74% of the schedule cycle.

6. Total prep/plan time shall be no less than 26% (including office coverage as stated in paragraph 10)
7. There shall be five (5) planning periods per cycle.
  - a. Planning periods may be used for a variety of planning activities, including but not limited to, achieving District goals and school level strategic goals, team planning, co-teacher planning, curriculum coordinator planning, data review planning, administrator planning, and curriculum alignment/review planning.
  - b. Professional Development Points (PDP's) will be awarded for planning time, 1 PDP per hour, as shown by documentation on the planning time form developed by the district and the STA.
8. Special education teachers will have one (1) report/conference/monitoring period per cycle. The time for this work shall alternate between planning time and prep time.
9. It is acknowledged that because of scheduling difficulties, individual teachers may not have a full schedule. For those teachers, an office coverage shall be assigned. These coverages will not be eligible for the additional compensation of office coverage.
10. Office Coverage shall be paid, \$20 for a single period (normally 55 minutes). A list of volunteers willing to cover classes shall be kept by administration. Volunteers will be used on a rotating basis. If for some reason there are not enough volunteers, either
  - a. two or more volunteers on the list may cover multiple classes or
  - b. employees may be assigned an office coverage. In the event no one volunteers or an insufficient number of members volunteer, coverage will be equitably divided among all teachers, but excluding content coordinators, nurses, and guidance counselors, psychologists, and adjustment counselors. Members with two preps a day will be asked first.
11. In extreme emergencies a teacher may be directed to forego a plan period for an office coverage, this time will not be paid or made up.

The scheduling committee will remain intact through the first year of the new schedule to review implementation and provide feedback.

**E. Special Needs Teachers:**

Special needs teachers will not evaluate students for placement and/or team evaluations. They will continue to test students in carrying out the normal curriculum. Special Needs teachers will have one (1) report/conference/monitoring period per week.

**F. Elementary Schedule:**

- I. Somerset Elementary Schools shall be scheduled on the basis of six-day cycle
- II. All elementary school teachers shall receive a minimum of thirty (30) consecutive minutes of preparation time every day
- III. Over the course of the six-day cycle, elementary school teachers shall, in addition to their 45 minute lunch/break period, have one preparation period every day, during which they shall not be assigned to any other duties.

- IV. Per six day cycle, each elementary class will attend two (2) music classes of forty-two (42) minutes, two (2) physical education classes of forty-two (42) minutes, one (1) art class of forty-two (42) minutes, one (1) technology class of forty-two (42) minutes, and one (1) health class of 30 minutes. For each forty-two (42) minute special, a three (3) minute transition time will be added on for a total block of forty-five (45) minutes.
- V. Elementary school teachers shall be assigned one (1) common planning time (CPT) period per two (2) six (6) – day cycles (one CPT per twelve school days). Planning periods may be used for a variety of planning activities, including but not limited to, team planning, co-teacher planning, curriculum director/coordinator planning, data review planning, administrator planning, and curriculum alignment/review planning. The CPT will occur on the day that elementary school teachers have both a thirty (30) minute health class and a forty-two (42) minute specialist (art, music, PE, technology) class.
- VI. In the event that a CPT occur on an early release day, a late start day, a state assessment day, or for some reason that would prevent it from occurring, the principal will work with the teachers affected to schedule the CPT during an abutting cycle. There will be 15 CPT periods scheduled throughout the school year. In the event that a CPT is postponed, the teachers affected by the postponement will be informed of the rescheduled time no less than six school days in advance.
- VII. The previous contractual bargaining agreement specified a total of 435 minutes of preparation time for every 10 days (43.5 minutes per day average), which equates to 522 minutes of preparation time over 12 days. With this agreement, elementary school teachers will have eleven (11) forty-two (42) minutes periods and two (2) thirty (30) minute periods of preparation for every twelve (12) days, totaling 522 minutes of preparation.
- VIII. A common planning time committee composed of an equal number of Association and Committee representatives will meet prior to May 1, 2016 to review this structure and decide to modify or continue this agreement. Any recommendations of the common planning time committee shall be referred back to the Association membership and Committees for review and ratification.

A sub-committee to study the schedule for the elementary schools will be created and complete its work during the 2018-19 school year. The sub-committee will be comprised of an equal number of representatives from each side and will be charged with examining the elementary schedule and, if warranted, creating a new schedule for implementation at the start of the 2019-20 school year. The sub-committee will convene no later than October 1, 2018 and any changes brought about by the sub-committee's work will be brought back to the respective sides for ratification.

**G. Itinerant Teachers:**

The workload of itinerant teachers, at all levels, including number of classes, preparations, plannings, contact minutes, etc., shall be the same as that of all similar itinerant teachers at that level. An itinerant teacher who crosses levels shall have his workload equalized via consultation between the involved principals, in order that his workload reflect that of the school in which he spends the majority of his time.

**H. Somerset Berkley Regional High School:**

Somerset Berkley Regional High School shall be scheduled on the basis of a six (6) period day, such periods being scheduled within an eight (8) day cycle. The schedule to be implemented shall be that recommended by the Alternative Scheduling Committee which has been approved by the High School Faculty and the Administration and School Committee of the Somerset Public Schools. Said schedule, also known as "Proposal I" is incorporated herein by reference and is made part of this Agreement.

1. Over the course of an eight (8) day cycle, high school teachers shall, in addition to their lunch period, have ten (10) preparation periods, during which they shall not be assigned any other duties. Such preparation periods shall be scheduled on the basis of at least one (1) per day. During the eight (8) day cycle, high school teachers shall have six (6) duty periods. Additionally, high school teachers shall be assigned two (2) planning periods per eight (8) day cycle. Planning periods may be used for a variety of planning activities, including but not limited to, achieving District goals and school level strategic goals, team planning, co-teacher planning, curriculum coordinator planning, data review planning, administrator planning, and curriculum alignment/review planning.
2. The normal High School teaching load shall be thirty (30) fifty-seven (57) minute periods per eight (8) day cycle. It is acknowledged that because of scheduling difficulties, individual teachers may be required to exceed thirty (30) periods and/or that certain teachers may be assigned to less than thirty (30) periods per eight (8) day cycle. The scheduling of teaching periods in excess of the prescribed number shall result in the concomitant reduction in the number of duty periods assigned, that is to say, for each teaching period scheduled in excess of the prescribed number, two (2) duty periods shall be eliminated.
3. High School teachers of students with special needs will have one (1) report/conference/monitoring period per eight (8) day cycle.

A new schedule will be implemented in the 2019-20 school year

1. 5 day schedule/29 periods per cycle
2. Teacher will teach 21 out of 29 periods
3. One (1) of the twenty-nine (29) periods shall be an Advisory/Intervention/Extension Block. Report card grades will not be assigned for these blocks.
4. A minimum of one daily duty-free preparation period per day, except when volunteering for or assigned to office coverage.

- a. On half days or early release days, teachers shall only receive preparation time if it occurs during the schedule that day. Schedules on early release days will be rotated equitably.
- b. PD on early release days shall not start until 15 minutes after the student dismissal.
- c. No member will be assigned more than one office coverage per cycle.
5. Total teaching time shall be no more than 74% of the schedule cycle.
6. Total prep/plan (including office coverage as stated in paragraph 9) time shall be no less than 26%.
7. There shall be three (3) common planning time (CPT) periods per two cycles. One of the common planning times shall be teacher directed.
  - a. Common planning time may be used for a variety of planning activities, including but not limited to, achieving District goals and school level strategic goals, team planning, co-teacher planning, curriculum coordinator planning, data review planning, administrator planning, and curriculum alignment/review planning.
  - b. Professional Development Points (PDP's) will be awarded for common planning time, 1 PDP per hour, as shown by documentation on the CPT form developed by the district and the STA.
8. Special education teachers will have one (1) report/conference/monitoring period per cycle. The time for this work shall alternate between common planning time and prep time.
9. Office Coverage shall be paid, \$20 for a single period (normally 50 minutes) and \$30 for an extended period (normally 88 minutes). A list of volunteers willing to cover classes shall be kept by administration. Volunteers will be used on a rotating basis. If for some reason there are not enough volunteers, either
  - a. two or more volunteers on the list may cover multiple classes or
  - b. employees may be assigned an office coverage. In the event no one volunteers or an insufficient number of members volunteer, coverage will be equitably divided among all teachers, but excluding content coordinators, nurses, and guidance counselors, psychologists, and adjustment counselors. Members with two preps a day will be asked first.
10. It is acknowledged that because of scheduling difficulties, individual teachers may not have a full schedule. For those teachers, office coverage shall be assigned. These coverage's will not be eligible for the additional compensation of office coverage. Senior class teachers will also be utilized for office coverage once senior classes have ended. These teachers will also not be eligible for additional compensation.
  - a. It is understood that before volunteers are called, teachers with assigned office coverage, and building substitutes will be utilized.

The scheduling committee will remain intact through the first year of the new schedule to review implementation and provide feedback.

#### **I. Electronic Grading:**

It is expected that bargaining unit members electronically enter grades on a consistent and regular basis, at least every two weeks.



**J. Parent Teacher Conferences:**

It is the intent of this section to provide parents and teachers with more convenient and flexible access to each other by providing teachers with the ability to schedule evening parent-teacher conferences.

1. There will be a total of up to six (6) hours scheduled for Parent-Teacher Conferences in each school annually. At the elementary level, and at that level only, there shall be a full day for parent teacher conferences. Teachers shall be responsible for scheduling conferences for six (6) hours between the hours of 9:00 am – 8:00 pm. Conferences shall be determined by the Review and Evaluation Committee appointed by the Superintendent and the President of the Somerset Teachers Association as listed in Article XVII, J(4) below.
2. Teachers shall document each parent-teacher conference on a form approved pursuant to paragraph 4 below, and submit such form to the school principal, who will forward said forms to the Committee described in paragraph 4 below.
3. The Superintendent and the President of the Association shall meet and develop a documentation form for parent-teacher conferences.
4. There shall be a Review and Evaluation Committee appointed by the Superintendent and the President of the Association which shall meet on an annual basis for the purposes of reviewing and evaluating the parent-teacher conference program and creating and implementing appropriate changes if necessary in the view of the Committee. The Committee shall consist of the Superintendent or his designee, the President of the Association or his/her designee, the Principal of the High School, the Principal of the Middle School, and one elementary school principal appointed by the Superintendent; and one high school teacher, one middle school teacher, and one elementary school teacher, all appointed by the President of the Association. The determinations of the Committee will be final and binding on all parties, and not subject to the grievance and arbitration procedure.

**K. Elementary Planning Time:**

General education and special education teachers who provide direct instruction to students within a building will be provided with release time during the school day for teacher planning. The principal will coordinate the scheduling in order to ensure minimum disruption. Each regular education and special education teacher will be granted a maximum of four (4) such half-days per school year. The teachers will be out of the classroom only for the time necessary for such planning.

**L. Back to School Night:**

The parties agree that during the month of September of each year, there shall be a Back-to-School Night at the middle school and the elementary schools, said day at each level to be an early-release day for students and teachers. The Back-to-School Night will contain both general curriculum and social elements, as to which the Administration will promulgate

appropriate guidelines. Each Back-to-School Night will be a minimum of two (2) hour duration. Teacher attendance is mandatory.

**M. Opening Day:**

The start of the school year for teachers shall begin not earlier than August 25<sup>th</sup>. Any Friday before Labor Day shall not be a work day for teachers. The closing day of the school year (end of school), and school vacations shall be in accordance with past practice.

**N. Early Release:**

Early release days at the elementary schools shall run from 12:30 p.m. through closing. On the last three (3) days of the school year, two (2) of which shall be for professional development, the elementary schools shall have early release for students only.

Early release days at the middle school shall run from 12:00 p.m. (noon) through closing. On the last three (3) days of the school year, two (2) of which shall be for professional development, the middle schools shall have early release for students only.

Early release days at the high school shall run from 11:30 through closing. On the last five (5) days of the school year, two (2) of which shall be for professional development, the high school shall have early release for students only.

The only exception to times on an early release day is the day before Thanksgiving on which the elementary schools shall run from 11:30 am, the middle schools shall run from 11:00 am, and the high school shall run from 10:30 am.

**O. Leaving the Building:**

All bargaining unit members must remain in the building for the full work day, including but not limited to bargaining unit members who may have the first and/or last period scheduled without students (i.e. Prep/Planning periods), unless given permission to arrive late or leave early by the principal. Bargaining unit members shall sign out in a book maintained in the principal's office before leaving the building during the school day. Any bargaining unit member who signs out during the regular work day, must return to school prior to the end of the school day and sign in upon returning to the building, unless given permission by the principal to not return.

**P. Specialist Absence:**

In the absence of specialist teachers the Committees will obtain, if possible, qualified personnel to work in the area; and if this is impossible, the Committee will attempt to secure general substitutes.

**Q. Non-Teaching Duties**

**1. Elementary:**

Assignment of non-teaching duties in the elementary schools such as playground duty, keeping of registers, shall be on an equitable basis. Assignment of bus duty at the elementary schools shall be on an equitable basis for all elementary unit members who are assigned to the building during the bus duty. Efforts will be made to devise means to

reduce the amount of non-teacher duties required of teachers. Teachers are required to gather daily attendance information and report such information.

**2. Middle School & High School:**

- a. Bus duty in the Middle School and High School will be equitably divided among all teachers but excluding content coordinators, nurses, and guidance counselors.
- b. It is agreed that the district will strive to keep the number of study halls to a minimum.
- c. Teachers without a full schedule may be assigned office coverage/duties during their unscheduled time.

**3. All Schools:**

In the event there is a need for coverage/duties, a teacher has the option to volunteer for coverage/duties during their daily preparation period. Volunteers will be paid twenty dollars (\$20) per single class period and thirty dollars (\$30) per double class period. Volunteers will be used on a rotating basis. In the event that no one volunteers or an insufficient number of members volunteer, duties/coverage will be equitably assigned among all teachers, but excluding content coordinators, nurses, and guidance counselors. Members with two preps a day will be asked first.

**R. Faculty Meetings:**

Teachers may be required to attend one (1) faculty meeting per month for up to forty-five (45) minutes. If such meetings are held at the end of the workday, they shall begin no later than five (5) minutes after student dismissal. Conflicts between the schedules of individual teachers and these meetings shall be resolved at the discretion of the administration, which shall not be exercised in an arbitrary or capricious manner. All teachers shall receive a tentative schedule of these meetings at the opening day meeting in each school building, but it is acknowledged that these meeting(s) may need to be rescheduled from time to time for unforeseen circumstances. All teachers are strongly encouraged to attend and participate in monthly department meetings.

Attendance at faculty meetings scheduled outside of the regularly scheduled teacher workday other than those set forth in the immediately preceding paragraph, shall be voluntary. Minutes of said meeting shall be taken and distributed to all faculty members by the administration. Any and all work performed by bargaining unit members in excess of the workday and/or work year set forth in this Agreement, shall be voluntary.

**S. Office Covers/MS:**

This section shall apply to Middle School teachers only: In those instances where Middle School teachers perform an office cover(s) for other staff members who are serving in a stipendiary position, the bargaining unit member performing the office cover shall receive \$13.20 for each office cover.

**T. Caseload of Specialists**

The parties agree to establish a committee to study the caseloads of specialists (OT's, SLP's, special education teachers). Any recommendations that require changes to the contract shall be ratified by both the Association and the Committees.

**ARTICLE XVIII  
TRANSFERS**

- A.** A transfer, voluntary or involuntary, is any change of position within a school or between schools. A change of position is a change in schools, disciplines or elementary grade level, but not a change of assignment within a discipline in a given school.
- B.** In making transfers, whether voluntary or involuntary, and in filling vacancies or new positions, a bargaining unit member's area of competence, major and/or minor field(s) of study, grade level certification, quality of performance, willingness to be transferred and length of overall service in Somerset or Somerset Berkley will be considered.
- C.** When an involuntary transfer is necessary, qualified volunteers will first be selected. If no qualified volunteers are available, the least senior bargaining unit member within the discipline shall be transferred unless a valid educational reason to do so otherwise exists (The preservation of positions for members of the bargaining unit will be considered a valid educational reason). When the above set forth "valid educational reason" language is exercised, the Superintendent or other appropriate supervisor shall provide the more senior teacher(s) who have been impacted with a written statement of the valid educational reason. An involuntary transfer will be made only after a meeting between the bargaining unit member involved and the Superintendent, at which time the bargaining unit member will be notified of the reasons for the transfer. In the event that the bargaining unit member objects to the transfer at this meeting, the bargaining unit member may notify the Association, and the Superintendent upon request will meet with a representative of the Association to discuss the transfer.
- D.** Notice of transfers will be given to the bargaining unit members as soon as possible and under normal circumstances not later than the end of the school year.

**ARTICLE XIX  
VACANCIES, NEW POSITIONS**

- A.** A vacancy shall be defined as any new position or an opening in an existing position which a bargaining unit member leaves during or at the end of the school year.
- B.** Notice of all permanent vacancies shall be posted by the end of the school year in each school, clearly setting forth qualifications for the positions, duties, and salary ranges. Such qualifications, duties, and salary ranges shall not be changed after having been posted without prior notice to the Association. Such notice shall be posted at least seven (7) business days (when central administrative office is open) before the date when applications must be submitted.

Bargaining unit members who desire to apply for such vacancies shall submit their application, in writing, to the Superintendent or his/her designee within the time limits specified in the notice.

- C. Transfers to vacant positions, for the purpose of preserving positions of the members of the bargaining unit, may be made without the necessity of posting. The Association will be notified of all such transfers.
- D. When a vacancy occurs during the school year, it will be filled on a temporary basis for the remainder of the school year. A letter stating the existence of a vacancy will be sent to the President of the Association when the existence of such vacancy becomes known. The Superintendent shall not be required, however, to delay in making an appointment to fill the vacancy.
- E. When vacancies occur during the summer, the following time frames for posting shall be followed: before July 15<sup>th</sup>, at least fourteen (14) days; from July 15<sup>th</sup> to August 1<sup>st</sup> at least seven (7) days; and, after August 1<sup>st</sup>, no time period.
- F. In order to leave the school districts in good standing, a bargaining unit member must notify the Superintendent in writing of his/her decision to resign his/her position no less than sixty (60) days in advance of his/her departure.

## **ARTICLE XX TRAVEL**

The existing flat rate for required travel shall continue. In addition .50 per mile shall be paid upon presenting of vouchers if travel is required outside of the Somerset, Swansea, Fall River area.

For all out-of-district travel for which an employee seeks reimbursement, the employee shall submit reimbursement paperwork monthly to the business manager's office in order to be reimbursed. The failure of an employee to submit reimbursement paperwork within thirty (30) days of the month in which the transportation took place shall be deemed a waiver of the employee's right to reimbursement. For all in-district travel, the district shall assess the number of buildings that the employee travels to in August and January. For each building that the employee regularly travels to, he/she shall receive ten dollars (\$10.00) per month per school.

## **ARTICLE XXI AGENCY FEE**

The Committees agrees to require, as a condition of employment (during the term of this Agreement), that all employees covered by this Agreement, except those employees certified to the Committees by the Association as being members of the Association as of the forty-fifth (45) day of their employment, or the thirtieth (30) day after the effective date of this agreement, whichever is later, shall pay to the Somerset Teachers' Association a Service Fee set by the Association which fee shall not exceed the amount of dues paid to the Association by a regular active member.

**ARTICLE XXII  
SAVINGS PROVISION**

If any provision of this agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this agreement shall continue in full force and effect.

**ARTICLE XXIII  
SUBSTANCE ABUSE**

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations as of the parties recognized in the other provisions of this Contract, the School Committees and the Association agree to cooperate in encouraging employees afflicted with alcohol or drug abuse to undergo a program designed to rehabilitate the employee. If the employee refuses to avail himself or herself of assistance, and alcohol or drug abuse impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures for dealing with problem employees will be used.

**ARTICLE XXIV  
INTERNSHIP/PRACTICUM GUIDELINES**

**A. Acceptance Policy/Selection Criteria**

1. Up to two (2) internships or practicums may be accepted for each administrative position listed below per year.
  - a. Superintendent/Assistant Superintendent.
  - b. Principalship - High School (2); Middle (2); Elementary (2).
  - c. Director.
  - d. Supervisor.
2. Teaching internships and practicums will depend upon agreement of a supervisor and the availability of the needed assignment for a current staff member.
3. The following criteria will apply to administrative and teaching internships.
  - a. Courses required for certification must be completed.
  - b. Applicant is to state: Years of service in system; years of service in administration (where applicable); years in next lowest level.
  - c. List other course work completed and advanced degrees, if obtained.
  - d. Recommendations are required from college and/or immediate supervisor.
  - e. An interview with the superintendent, or his designee, is required.
  - f. A sponsor must agree to work with the applicant.
  - g. The quality of the application package will be judged in considering the request.
  - h. The superintendent is the selecting and approving official subject to approval of the school committee.

**B. Program Structure**

- a. Subject areas to be covered will be as prescribed by the college or university and/or the certification regulations.
- b. Schedules to accomplish the internship/practicum must be submitted with the application.
- c. The program may be conducted by the school system or with the cooperation of a college or university.

**C. Compensation/Costs**

- a. All work must be performed on an individual's own time.
- b. An unpaid leave of absence of limited or extended duration may be granted at the discretion of the school committee to accomplish the program.

**D. Further Information**

- a. In view of the change in requirements for certification since 1982, the Committee deems that a candidate for a staff position certified under the 1982 regulations, will be judged equal in regard to certification to a candidate who became certified under the pre-1982 regulations.
- b. In the event a leave of absence is necessary, consideration needs to be given to the effect the absence of the applicant will have on the current position held by the applicant.
- c. The availability of internships and practicums are to be made known to the entire staff.
- d. To date, all applicants for internships and practicums have been approved with excellent results.
- e. Most systems surveyed honor requests of current staff for internships/practicums.

**E. Recommendation to Possible Applicants**

It is strongly suggested that staff who are considering certifications requiring internships and practicums seek approval of the Superintendent prior to beginning the extensive course work involved.

**F. Application Deadlines:**

Applications for internships or practicums must be received by May 16th prior to the year in which the staff member wishes to be considered. Approvals will be made after the closing date for submission of applications.

**ARTILCE XXV  
JURY DUTY**

The parties agree that the current policy relating to jury duty will remain in effect. The School Committees agrees to pay the difference between what the teacher's daily wage and the amount compensated by the state should the teacher be called to jury duty for a long-range duration.

**ARTICLE XXVI  
TUITION WAIVER**

Children of teachers in the Somerset and Somerset Berkley Public School systems who live outside of the towns of Somerset and Berkley, will be allowed to attend Somerset schools tuition-free as long as it does not require opening another section, the hiring of additional staff, or create a conflict with the new legislation regarding school choice. This article will apply only to the children of teachers holding permanent, full-time positions in the Somerset or Somerset Berkley school systems. The children of bargaining unit members employed by the Committees as of the date of ratification shall be allowed to attend the Somerset Public Schools or the Somerset Berkley Regional School District. Children of bargaining unit members who are hired after the date of ratification of this Agreement shall not be allowed to register and enroll their children in either the Somerset Public Schools or the Somerset Berkley Regional School District. When the last child attending Somerset or Somerset Berkley either leaves the districts or graduates under the terms of this article, this article shall be deleted from the parties' contract.

Prior to a teacher seeking tuition-free attendance of his/her child in either the Somerset Public Schools or the Somerset Berkley Regional School District, each teacher must first seek to attend either Somerset or Somerset Berkley through the school choice program. If there are no school choice seats in a particular grade, the teacher will be allowed to enroll his/her child in the SPS and/or SBRSD under this article. This benefit will apply to all current bargaining unit members hired on or before July 15, 2011.

**ARTICLE XXVII  
ADVISORY SCREENING COMMITTEE**

An Advisory Screening Committee shall be established whereby members of the Somerset and Somerset Berkley Public Schools faculty shall be involved in the screening process for the selection of building principals. Three (3) faculty representatives will be selected by the superintendent after consultation with the association. At least one of the faculty representatives will come from the faculty of the school involved. The committee will be advisory only, and the faculty representatives will make recommendations to the superintendent that he shall consider during the selection process.

**ARTICLE XXVIII  
TUITION REIMBURSEMENT**

- A. For Somerset, there shall be no course reimbursement for the remainder of the 2014-2015 school year. Bargaining unit members shall be entitled to tuition reimbursement as follows: up to \$2,750 for the term of the Agreement (9/1/14 through 8/31/17) not to exceed \$1,500 in any one (1) year for tuition, fees and books within the following guidelines:
1. The course must be consistent with the employee's individual professional development plan or with his/her efforts to acquire an initial license or a professional license. The course must be approved in advance by the Superintendent.
  2. The course must be one of the following:



- I. Undergraduate course or approved equivalent when approved by the Superintendent and when substantially new for the employee; or,
  - II. Graduate-level or approved equivalent.
3. A grade of 80 or better must be attained, or a pass in a course offered on only a pass/fail basis.
  4. Employees must submit a certified copy of the grade report received in the course and a copy of the receipted bill for the cost of such course. Both of these copies shall become the property of the Committees.
  5. Reimbursement shall be received by the employee no later than thirty (30) days after receipt of the documents specified in subsection 4 above.
  6. For the duration of the collective bargaining agreement, school nurses, school psychologists, adjustment counselors and speech and language pathologists shall be permitted to supplant the one (1) annually scheduled systemwide professional development day with other day long, nursing related professional development activities, provided however, that the professional development activities shall be conducted outside of the school day. Such activities must be taken during the contract year in question and must be completed not later than August 31<sup>st</sup> in order to be counted for that particular contract year. Proof of attendance at such professional development activities must be submitted to the Director of Curriculum in order for salary schedule credit to be received by school nurses. School nurses may also attend the system wide professional development activities.
  7. A CAGS Program must be taken at an accredited university, program, or college and must include at least thirty (30) credits. If the CAGS includes a practicum in addition to the 30 credit program, then upon completion of the practicum, the educator will be awarded an additional six (6) credits towards a lane change. All CAGS programs shall require the advance approval of the superintendent.

## **ARTICLE XXIX MENTORING**

- A. There shall be an induction and mentoring program for all beginning teachers (new to teaching) and incoming teachers (new to the Somerset or Somerset Berkley Public School Districts) per Massachusetts DESE regulations. All teachers new to the district will be provided with an outline, expectations, and requirements of the induction and mentoring program at the new teacher orientation.
- B. Teachers who wish to serve as mentors may apply to become a mentor by completing an application form on the district website indicating their interest in the mentor program and the background and experience they bring to the position.

- C. All untrained potential mentors will be trained in the district training program, which will be offered throughout the year. Twelve (12) Professional Development Points will be awarded for completing district mentor training.
- D. An induction and mentoring coordinator shall be appointed to oversee the mentoring programs at all schools. If a bargaining unit member applies for the position, the induction and mentoring coordinator shall not be the Superintendent. This person shall not act as a mentor him/herself (unless the person so chooses to mentor a new teacher in addition to being the coordinator). The induction and mentoring coordinator, in conjunction with the Superintendent or designee shall coordinate the mentor/mentee training and meetings, professional development activities, and problem solving, etc. for the program.
- E. All mentors and the induction and mentoring coordinator shall receive one (1) additional professional day beyond those available via the provisions of Article VIII, § D.4 of the collective bargaining agreement for use during the school year.
- F. All mentors and the induction and mentoring coordinator shall receive fifteen (15) Professional Development Points (PDP's) for their mentoring work during the school year and (b) for attendance at 3 meetings per year. Reasonable opportunities will be made if, for some reason, a mentor or mentee cannot attend one of the three meetings. These meetings shall be held before or after school hours and shall be scheduled for no longer than one and one half (1.5) hours.
- G. For beginning teachers and their mentors, there shall be release time once per month, with substitute coverage provided, to facilitate a required monthly observation. This time shall be documented and returned to the induction and mentoring coordinator at the end of the year. Mentors of incoming teachers will not be required to schedule formal observations but may do so if the parties feel it would be helpful to the incoming teacher.
- H. Mentors shall be matched as closely as possible with their mentees according to grade level and discipline by a team consisting of the Building Principal or their designee and the Induction and Mentoring Coordinator.
  - a. Nurses will be mentored by nurses whenever possible
  - b. Specialists will be mentored by specialists in their area whenever possible
  - c. Teachers will be mentored by teachers in the same certification whenever possible.
- I. Retirees may be asked to mentor in their discipline area. Current employees will be given first consideration.
- J. Mentors shall keep a log of their meeting times with their mentees. Mentors and mentees shall meet at least one hour monthly and for at least 25 hours per year for each year of the mentoring program. Logs shall be updated by the last day of every month. The journal of notes on observations or other professional conversations between mentor and mentee

shall be absolutely confidential to the mentor and mentee and at the conclusion of said school year, shall become the exclusive property of the mentee.

- K. The mentors and the mentees shall provide feedback to the Mentoring Coordinator and the Superintendent or his/her designee concerning their mentoring experience.
- L. Mentors and mentees shall be required to attend an orientation session to be held during the summer months.
- M. If the mentor and/or mentee deem the relationship incompatible and/or ineffective, the following steps will be implemented:
  1. The Induction and Mentor Coordinator will be notified;
  2. the mentor and the mentee will discuss the relationship with the Induction and Mentor Coordinator;
  3. if, after meeting with the Induction and Mentor Coordinator, it is still deemed to be an ineffective relationship, either or both parties should indicate(s) in writing to the Superintendent that they wish to terminate the relationship;
  4. if possible, the mentor shall be reassigned and the mentee will be assigned another mentor;
  5. if the mentor cannot be reassigned another mentee, the mentor's stipend will be prorated based on month the relationship was terminated.

**ARTICLE XXX  
DURATION**

This Contract shall continue in effect to and including August 31, 2020, and shall thereafter automatically renew itself for successive terms of one (1) year each unless by October 1, 2019, or October 1 of any succeeding year, either the Committees or the Association shall have given the other written notice of its desire to modify or terminate this contract.

In Witness Whereof, we set our hands on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**SCHOOL COMMITTEE OF SOMERSET:**

**SOMERSET BERKLEY REGIONAL  
SCHOOL COMMITTEE:**

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**SOMERSET TEACHERS ASSOCIATION:**

\_\_\_\_\_

**APPENDIX A**  
**I. SALARIES**

**A.** The entire salary of a teacher is earned during the school year from September to the last day of school in June. Our system of salary payments provides twenty-six (26) pay periods with checks payable every two (2) weeks. Teachers who terminate their service in June may collect their July and August reserved salary payments in a lump sum no later than the second teacher pay day following termination. Teachers who conclude their service during the school year may receive July and August reserved salary payments on a pro-rata basis in accordance with the number of weeks employed and the salary earned. Direct deposits of pay checks shall be available to any financial institution designated by a bargaining unit member in writing.

**B. Summer Pay:**

Teachers who wish to receive a lump sum payment of their remaining salary at the conclusion of the school year shall, notify the Director of Finance by April 15.

**C. Check Release:**

Effective September 1, 2018, all employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate in providing the necessary account information to the School Departments. The Districts will use best efforts to implement electronic paystubs by September 1, 2019, or as soon as possible.

Teachers who give written authorization to a designated representative may have their checks picked up for them at the central administration office. Checks will be unavailable for pickup prior to 10:30 a.m. on a payday.

**D. Withholding Increments:**

Upon recommendation of the Superintendent, the School Committee retains the right to withhold or reduce the annual increment due to a teacher or to deny lateral movement from one schedule to another if the teacher's work is unsatisfactory.

**E. Step/Schedule at Hire:**

The Superintendent reserves the right to place a teacher on any step of the salary schedule at the time of his/her hiring or re-hiring into the public schools, commensurate with his/her academic credentials presented at the time of hiring or re-hiring.

**F. Advancing on the Salary Schedule:**

Any teacher receiving a degree while in service, upon presentation of satisfactory evidence, will be placed on that salary classification and the salary will be adjusted at the time of completion. A teacher who acquired fifteen (15) credits beyond a bachelor's degree will receive the increment due him/her according to the salary schedule then in effect at such time of credit acquisition. A teacher who receives fifteen (15) credits beyond his last degree status will receive the necessary adjustments in salary at the time of completion of a schedule status. The same procedure is to hold true for schedules five (5), six (6), six and one half (6.5) and seven (7) on the salary schedule. In order to be eligible for movement from one lane to another, a professional employee

must notify the Superintendent in writing by no later than December 15<sup>th</sup> of the preceding school year of his/her anticipated eligibility for a lane movement.

1. BS means acquisition of a Bachelor's Degree from an accredited college or university.
2. BS + 15, BS + 30 and BS + 45 means fifteen (15), thirty (30) and forty-five (45) credits beyond a Bachelor's Degree toward a Master's Degree or fifteen (15), thirty (30) or forty-five (45) credits in graduate subject matter related to his field of teaching beyond a Bachelor's Degree, or with advance approval of the Superintendent, fifteen (15) credits in graduate level courses relevant to the educational process. The BS + 45 column is effective in the 1996-97 school year. The Superintendent, in his discretion, may waive the necessity of the above-referenced credits being "graduate" credits.
3. Masters means acquisition of a Master's degree from an accredited college or university in the field or fields of a teachers' major concentration or in a subject matter related to the field of teaching.
4. Masters + 15, 30, 45 or 60 means fifteen (15) credits, thirty (30) credits, forty-five (45) or sixty (60) credits beyond a Master's Degree toward the acquisition of Certificate for Advanced Graduate Study (C.A.G.S.) from an accredited college or university in the field or fields of teacher's major concentration, or fifteen (15) credits, thirty (30) credits, forty-five (45) credits or sixty (60) credits in graduate subject matter related to his field of teaching beyond a Master's Degree, or with advance approval of the Superintendent, fifteen (15) credits in graduate level courses relevant to the education process.
5. A CAGS program must be taken at an accredited university, program, or college and must include at least thirty (30) credits. If the CAGS includes a practicum in addition to the 30 credit program, then upon completion of the practicum, the educator will be awarded an addition six (6) credits towards a lane change. All CAGS programs shall require the advance approval of the superintendent.
6. Doctorate means acquisition of a Doctor's Degree from an accredited college or university in the field or fields of a teacher's major concentration or in subject matter related to the field of teaching.
7. The above shall apply only to courses commencing September, 1975, and thereafter, except for Articles 8 and 11, which apply effective September, 1979.
8. The Superintendent shall in accordance with criteria stated above determine whether courses qualify for credits; such determination shall not be unreasonable.
9. Effective June 30, 2013, no bargaining unit member shall be eligible to move to the Bachelor + 45 column. Any existing bargaining unit members who are on the Bachelor + 45 column as of June 30, 2013 shall be grandfathered and allowed to remain on the column.

**G. Retirement Incentive:**

Teachers with twenty (20) years of service in the Somerset or Somerset Berkley School Systems will be entitled to a salary increase of \$1,500 over and above the applicable step in the then existing salary schedule in the final year before retirement. In order to receive such adjustment in salary schedule, the teacher must notify the Committees in writing of his/her intention to retire by December 31 of the school year at the end of which the teacher intends to retire. Teachers with twenty-five (25) years of service in the Somerset or Somerset Berkley School Systems will be entitled to a salary increase of \$2,500 subject to the terms and conditions stated above.

**H. Longevity.** Teachers with the following years of continuous service in the Somerset or Somerset Berkley School Systems will be granted non-cumulative longevity pay as follows:

**Longevity**

8 years	1400
10 years (provided teacher at	4567
15 years top of salary schedule)	4677
20 years	4841
25 years	4951
26 years	5061
27 years	5171
28 years	5281
29 years	5390
30 years	5500

**Payment of Longevity:**

Teachers will have the option to receive their accumulated longevity in a lump-sum payment. If a bargaining unit employee opts for a lump sum longevity payment, said payment shall be made in the form of a separate check to be paid in the second paycheck of September. Any bargaining unit member desiring a lump sum longevity payment shall notify the administration in writing on a form provided by the Administration by May 1 of that calendar year.

If the teacher completes the necessary years of service and resigns or retires at the end of a school year or after, he/she shall receive the longevity he/she is entitled to based on his/her service, including the school year completed, so long as he/she submits the appropriate paperwork at the time of separation from employment with Somerset Public Schools and/or the Somerset Berkley Regional School District.

Teachers who resign or retire prior to the end of the school year (i.e., June 30<sup>th</sup>) shall receive pro-rated longevity for that percentage of the school year that they work.

**I. Enhanced Longevity:**

In any three (3) consecutive years following the completion of twenty (20) years of service in the field of education with the Somerset or Somerset Berkley Public Schools, a bargaining unit member has the option of augmenting his/her salary by \$500.00 a year. In any three (3) consecutive years following the completion of twenty-five (25) years of service in the field of

education with the Somerset or Somerset Berkley Public Schools, a bargaining unit member has the option of augmenting his/her salary by \$833.33 a year. An eligible employee shall be allowed to select either the twenty year augmented longevity benefit or the twenty-five year augmented longevity benefit, but not both. Such augmented longevity shall be in lieu of any benefits to which a bargaining unit member is otherwise entitled pursuant to Appendix A, Article G. After the bargaining unit member has received augmented longevity for three (3) years, the bargaining unit member's longevity shall revert to the benefits specified in Appendix A, Article 13. Any bargaining unit member who leaves the district prior to receiving the three (3) year benefit shall forfeit any remaining amount to which he/she would otherwise have been entitled.

1. **Notification:**

Any eligible bargaining unit member who wishes to receive this benefit shall so notify the Superintendent in writing no later than October 1<sup>st</sup> preceding the first school year in which the augmented longevity is to become effective.



**Teachers Salary Schedule**

**FY 18 - Day 1**

(steps 1-10 - 1.5% step 11 - 2.5%)

Step	1	2	3	3.5	4	5	6	6.5	7
	<b>B</b>	<b>B+15</b>	<b>M or B+30</b>	<b>B+45</b>	<b>M+15</b>	<b>CAGS/ M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>Doctorate</b>
1	\$41,886	\$43,207	\$45,867	\$46,406	\$46,949	\$48,511	\$49,595	\$50,313	\$50,677
2	\$44,297	\$45,502	\$48,273	\$48,813	\$49,351	\$50,910	\$51,999	\$52,715	\$53,079
3	\$46,508	\$47,840	\$50,486	\$51,026	\$51,564	\$52,596	\$53,556	\$54,275	\$54,650
4	\$48,676	\$50,001	\$52,649	\$53,195	\$53,739	\$54,650	\$55,724	\$56,441	\$56,812
5	\$51,311	\$52,614	\$55,086	\$55,630	\$56,169	\$56,812	\$57,894	\$58,608	\$58,981
6	\$53,877	\$55,086	\$57,731	\$58,264	\$58,798	\$59,458	\$60,417	\$61,132	\$61,626
7	\$55,922	\$57,245	\$59,901	\$60,441	\$60,980	\$62,105	\$63,190	\$63,906	\$64,280
8	\$58,098	\$59,416	\$61,966	\$62,559	\$63,145	\$64,278	\$65,839	\$66,544	\$67,043
9	\$60,255	\$61,464	\$64,111	\$64,716	\$65,318	\$66,321	\$67,997	\$68,717	\$68,972
10	\$62,612	\$63,827	\$66,495	\$67,103	\$67,707	\$69,556	\$71,127	\$71,845	\$72,223
11	\$65,608	\$66,843	\$69,558	\$70,173	\$70,787	\$73,507	\$74,986	\$75,715	\$76,218

**FY 19 - Day 1**

steps 1-10 - 1.5% step 11 - 2.5%

Step	1	2	3	3.5	4	5	6	6.5	7
	<b>B</b>	<b>B+15</b>	<b>M or B+30</b>	<b>B+45</b>	<b>M+15</b>	<b>CAGS/ M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>Doctorate</b>
1	\$42,514	\$43,855	\$46,555	\$47,102	\$47,653	\$49,239	\$50,339	\$51,067	\$51,437
2	\$44,961	\$46,185	\$48,998	\$49,546	\$50,092	\$51,674	\$52,779	\$53,506	\$53,876
3	\$47,206	\$48,558	\$51,243	\$51,791	\$52,337	\$53,385	\$54,360	\$55,089	\$55,469
4	\$49,407	\$50,751	\$53,439	\$53,993	\$54,545	\$55,469	\$56,559	\$57,288	\$57,664
5	\$52,081	\$53,403	\$55,912	\$56,465	\$57,012	\$57,664	\$58,762	\$59,487	\$59,865
6	\$54,685	\$55,912	\$58,597	\$59,138	\$59,680	\$60,350	\$61,323	\$62,049	\$62,550
7	\$56,761	\$58,104	\$60,800	\$61,348	\$61,895	\$63,036	\$64,138	\$64,865	\$65,244
8	\$58,969	\$60,307	\$62,895	\$63,497	\$64,092	\$65,242	\$66,827	\$67,543	\$68,048
9	\$61,159	\$62,386	\$65,073	\$65,687	\$66,298	\$67,316	\$69,017	\$69,747	\$70,007
10	\$63,551	\$64,785	\$67,492	\$68,109	\$68,722	\$70,599	\$72,194	\$72,922	\$73,307
11	\$67,248	\$68,514	\$71,296	\$71,927	\$72,556	\$75,345	\$76,861	\$77,608	\$78,123

**FY 20- Day 1**

steps 1-10 - 2% step 11 - 3.5%

Step	1	2	3	3.5	4	5	6	6.5	7
	<b>B</b>	<b>B+15</b>	<b>M or B+30</b>	<b>B+45</b>	<b>M+15</b>	<b>CAGS/ M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>Doctorate</b>
1	\$43,365	\$44,732	\$47,486	\$48,044	\$48,606	\$50,223	\$51,346	\$52,089	\$52,466
2	\$45,860	\$47,109	\$49,977	\$50,536	\$51,093	\$52,708	\$53,835	\$54,576	\$54,953
3	\$48,150	\$49,529	\$52,268	\$52,827	\$53,384	\$54,453	\$55,447	\$56,191	\$56,579
4	\$50,395	\$51,766	\$54,508	\$55,073	\$55,636	\$56,579	\$57,691	\$58,433	\$58,817
5	\$53,123	\$54,471	\$57,031	\$57,594	\$58,152	\$58,817	\$59,937	\$60,677	\$61,063
6	\$55,779	\$57,031	\$59,769	\$60,321	\$60,874	\$61,557	\$62,550	\$63,290	\$63,801
7	\$57,897	\$59,266	\$62,016	\$62,575	\$63,133	\$64,297	\$65,420	\$66,162	\$66,549
8	\$60,148	\$61,513	\$64,153	\$64,767	\$65,374	\$66,547	\$68,163	\$68,893	\$69,409
9	\$62,382	\$63,634	\$66,375	\$67,001	\$67,624	\$68,662	\$70,397	\$71,142	\$71,407
10	\$64,823	\$66,080	\$68,842	\$69,471	\$70,097	\$72,011	\$73,638	\$74,381	\$74,773
11	\$69,602	\$70,912	\$73,792	\$74,444	\$75,096	\$77,982	\$79,551	\$80,324	\$80,858

**FY 21- Day 1**

Step	1	2	3	3.5	4	5	6	6.5	7
	<b>B</b>	<b>B+15</b>	<b>M or B+30</b>	<b>B+45</b>	<b>M+15</b>	<b>CAGS/ M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>Doctorate</b>
1	\$44,666	\$46,074	\$48,911	\$49,485	\$50,064	\$51,730	\$52,886	\$53,651	\$54,040
2	\$47,236	\$48,522	\$51,477	\$52,053	\$52,626	\$54,289	\$55,450	\$56,213	\$56,602
3	\$49,595	\$51,015	\$53,836	\$54,412	\$54,986	\$56,087	\$57,110	\$57,877	\$58,276
4	\$51,906	\$53,319	\$56,143	\$56,725	\$57,305	\$58,276	\$59,421	\$60,186	\$60,582
5	\$54,716	\$56,105	\$58,742	\$59,322	\$59,896	\$60,582	\$61,735	\$62,497	\$62,895
6	\$57,452	\$58,742	\$61,562	\$62,130	\$62,700	\$63,403	\$64,426	\$65,189	\$65,715
7	\$59,633	\$61,044	\$63,876	\$64,452	\$65,027	\$66,226	\$67,383	\$68,147	\$68,546
8	\$61,953	\$63,359	\$66,078	\$66,710	\$67,335	\$68,543	\$70,208	\$70,960	\$71,492
9	\$64,254	\$65,543	\$68,366	\$69,011	\$69,653	\$70,722	\$72,509	\$73,276	\$73,549
10	\$66,767	\$68,063	\$70,907	\$71,556	\$72,200	\$74,172	\$75,847	\$76,612	\$77,016
11	\$71,690	\$73,040	\$76,006	\$76,678	\$77,348	\$80,321	\$81,937	\$82,734	\$83,283

**APPENDIX B**  
**Side Letter**

- A. The parties agree that the language in Article XX (p.21) re: the necessity of a transfer encompasses the need of the Committees to provide a reasonable accommodation under state and federal disability/handicap anti-discrimination laws, including but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and G.L. c. 151B.
- B. The parties agree that no teacher shall lose any prep time because of a homeroom scheduling.
- C. The parties agree that high school teachers shall not be required to provide more than supervisory duties when covering a class and that such coverage will be assigned on a rotating and equitable basis.

**Appendix C**  
**Extra Services**

- A. All things being equal, bargaining unit members will receive preference on extra service positions.
- B. Individuals holding extra service fee positions, which are seasonal in nature, shall be compensated in a lump sum at the conclusion of the seasonal position.
- C. Individuals holding extra service fee positions, which are yearlong positions, may choose to be compensated either in a lump sum payment at the conclusion of the year or throughout the year.
- D. The work year for Guidance Counselors, School Adjustment Counselors, and the Special Ed Coordinators shall begin with one (1) week before the start of the school year for professional staff and shall conclude one (1) week after the conclusion of the school year for professional staff.
- E. Effective September 1, 2018, the lead guidance counselor will receive the lead guidance counselor stipend but will not be eligible to receive the guidance counselor stipend.
- F. Apply the agreed-upon teacher percentage increases to the high school, middle school, and elementary school co-instructional differentials only.

## Appendix C

### HS Co Instructional Differentials

	<b>17 - 18</b>	<b>18-19</b>	<b>19-20</b>	<b>20-21</b>
Lead Guidance Coordinator	8915	9093	9275	9553
Guidance Counselor	6769	6904	7042	7253
Guidance Counselor (First Year)	3863	3940	4019	4139
Media Specialist (HS Librarian)	6464	6593	6725	6927
School Adjustment Counselor	4827	4923	5022	5172
Crisis Team Leader	1640	1673	1706	1758
Software Applications Manager (sunset June 30, 2018)	8915	9093	9275	9553
School Treasurer (sunset August 1, 2019)	5181	5284	5390	5552
Virtual High School Coordinator	1689	1723	1757	1810
School Psychologist	2589	2641	2693	2774

### MS Co Instructional Differentials

Guidance	4827	4923	5022	5172
Guidance (First Year)	3863	3940	4019	4139
School Adjustment Counselor	4827	4923	5022	5172
School Psychologist	2589	2641	2693	2774
Middle School Team Facilitator	5695	5809	5925	6102

### Elementary Co Instructional Differentials

Elementary Team Facilitator	5695	5809	5925	6102
School Psychologist (5 additional days)	2589	2641	2693	2774

### Miscellaneous

Tutoring Rate/hour	30	30	30	30
Induction and Mentor Coordinator	1500	1500	1500	1500
Mentor	1000	1000	1000	1000
Research for Better Teaching (one time stipend for mentors)	750	750	750	750

**2014-2017****Student Supervision High School**

Cafeteria Supervisor/hour	17.72
Detention Supervisor	3540
Early Morning Supervisor	1376

**Student Supervision Middle School**

Cafeteria Supervisor/hour	13.67
Detention Supervisor	2831
Early Morning Supervisor	1376

**Student Activities District**

Competition Majorette Advisor	1938
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**Student Activities High School**

9 <sup>th</sup> Grade Advisor	920
10 <sup>th</sup> Grade Advisor	920
11 Grade Advisor	2657
12 <sup>th</sup> Grade Advisor	2657
Amnesty International	807
Breeze	1947
Color Guard & Rifle Advisor	1939
Debate Coach	2347
Drama Coach	3050
Drama Coach Assistant	921
Future Teachers	985
International Relations Advisor	791
Jazz Band Director	1185
Strings Chamber Music	1185
Junior Classical League	832
Marching Band Director	5877
Marching Band Director Assistant	4561
Math Club Advisor	2359
National Honor Society	2124
Peer Leader	885
Saturday School Director/Hour	29.17
Science Club	807
Science Fair Coordinator	784
Ski Club Advisor	1234
Student Council	1342
Twirling Advisor	1939

**2014 - 2017**

Video Club Advisor	547
Wellness Day MIAA Prog Ch	442

Yearbook Advisor	4427
Hip Hop Advisor	549
Key Club Advisor	549
Envirothon Adviser	1099
Science Olympiad Advisor	1099
Show Choir Director	1647
DECA Advisor	1099
Gay/Straight Alliance Club Advisor	765
Antibullying Coalition Advisor	765
Big Buddy Advisor	1500

### **Student Activities Middle School**

Art Club Advisor	434
Drama Coach	1367
Drama Coach Assistant	921
Green Team	464
Technology Club	464
Math Club Advisor	2359
Peer Leader	885
Science Club	591
Yearbook Coordinator	1098
Community Service Coordinator	1376
Student Council	870
Science Fair Advisor	784

## Athletics

### High School: Boys 2014-2017

#### Baseball

Head Coach	4991
Assistant Coach	3073
Freshman Coach	2783

#### Basketball

Varsity Coach	6084
Junior Varsity Coach	3701
Freshman Coach	3325

#### Cross Country

Boys Cross Country Coach	2500
Girls Cross Country Coach	2500

#### Football

Varsity Coach	7978
Varsity Coach Assistant(s)	4431
Junior Varsity Coach(s)	3925
Freshman Coach(s)	3934

#### Golf

3175

#### Hockey

Varsity Coach	5295
Varsity Coach Assistant	3370
JV Coach	3370

#### Soccer

Varsity Coach	4443
JV Coach	2839

#### Tennis

3422

#### Wrestling

Varsity Coach	3699
Varsity Coach Assistant	2819

#### Track: Winter

Boys Varsity Coach	3415
Girls Varsity Coach	3415
Varsity Coach Assistant	2881

#### Track: Spring

Varsity Coach	4700
Varsity Coach Assistant	3227



**High School: Girls' 2014 - 2017**

**Basketball**

Varsity Coach	6086
JV Coach	3701
Freshman Coach	3325

**Field Hockey**

Varsity Coach	4114
Varsity Coach Assistant	2635

**Gymnastics**

Varsity Coach	3699
Varsity Coach Assistant	2819

**Softball**

Varsity Coach	4991
Junior Varsity Coach	3073
Freshman Coach	2840

**Volleyball**

Varsity Coach	3584
JV Coach	1843

**Soccer**

Varsity Coach	4443
Junior Varsity Coach	

**Tennis**

3422

**Track: Spring**

Varsity Coach	4700
Varsity Coach Assistant	3227

**Cheerleading: Fall**

2350

**Cheerleading: Winter**

1564

**High School: Miscellaneous**

Athletic Trainer	14984
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**2014 - 2017**

**Middle School: Boys**

Basketball	2061
Baseball	2061

**Cross Country**

Head Coach	1958
Head Coach Assistant	1367

**Soccer** 1958

**Middle School: Girls**

Basketball 2061

Field Hockey 1958

Softball 2061

Soccer 1958

Cheerleading(Fall/Winter Seasons) 1738

**Middle School: Miscellaneous**

Intramural Administrator 1231

Intramural Coordinator

Boys 2749

Girls 2749

Football Intramural 500

## APPENDIX D

### SIDE-LETTER OF AGREEMENT

Between

**The Somerset School Committee and the Somerset Berkley Regional School Committee**

And the

**Somerset Teachers' Association**

The Somerset School Committee and the Somerset Berkley Regional School Committee (the Committees) and the Somerset Teachers' Association (the STA) are parties (the parties) to a collective bargaining agreement (the contract) effective September 1, 2014 through August 31, 2017. This Side-Letter of Agreement (SOA) constitutes an agreement between the parties regarding the addition of *Student Advisories* to the teaching course load of high school teachers.

The parties have agreed to the following terms for advisories.

1. The Committee and the STA agree that the goal of *Student Advisories* is to foster positive social connections between teachers and students, and to foster a positive impact on the culture and community of Somerset Berkley Regional High School.
2. Advisories will be led by all full and part-time teachers, excluding guidance counselors, at Somerset Berkley Regional High School unless a part-time teacher's work day makes that impossible.
3. All teachers may be assigned to lead an Advisory. In extenuating circumstances, at the discretion of the building principal or his/ her designee, a teacher may be excused from leading an Advisory.
4. Initial and on-going professional development will be provided to the high school staff to help ensure the success of the Advisor/Advisee program. Initial professional development will be provided during the contractual work year prior to the implementation of the Advisor/Advisee program.
5. The school district will provide to all Advisory teachers a clear set of procedures for obtaining support for leading Advisories as well as dealing with sensitive student disclosures that may occur during Advisories.
6. Pre-developed materials and activators for discussion will be provided to advisors to use as a resource. Advisors shall not be required to create formal lesson plans.
7. The Advisory Committee will continue as a Standing Committee to complete tasks such as curriculum writing and data collection. The STA will be able to select up to two members to be part of the Standing Committee. The Standing Committee will lead a review of the Advisory program on an annual basis.
8. Data Collection and Evaluation of Advisories
  - a) The administration may collect anonymous student feedback on their experience with Advisories. Students will not be asked to comment on or to identify specific teachers who have led Advisories.

- b) The administration will collect data and teacher feedback on their experience with Advisories.
9. The bargaining unit members of the Standing Committee will be compensated for their time at \$29.17/hour.
  10. Teachers will not be formally observed or evaluated during advisories. Administrators may visit advisories to help determine the effectiveness of the program.
  11. Advisors shall not assess students in their advisories with formative or summative assessments nor shall students receive grades for advisories.
  12. Advisories will not extend the school day, and will be held within the framework of the schedule at Somerset Berkley Regional High School.

Signed this \_\_\_\_\_ day of:

\_\_\_\_\_  
Somerset School Committee

\_\_\_\_\_  
Somerset Berkley Regional School Committee

\_\_\_\_\_  
Somerset Teachers' Association

## **APPENDIX F: TEACHER EVALUATIONS**

### **Agreed-upon Teacher and Caseload Educator Contract Language**

The Evaluation Committee will be reconvened no later than October 1, 2018 to review and update Appendix F as needed. The Evaluation Committee will complete its work no later than January 31, 2019. The committee will review and update all documents, including but not limited to rubrics, forms, and contract language, to reflect changes to the regulations pertaining to educator evaluations by the Massachusetts Board of Education as of February 28, 2017, including removing references to district-determined measures (DDM's) and individual impact ratings, replacing them with a new student learning indicator in Evaluation Standard II, incorporating a measurement of whether an educator has demonstrated the expected impact on student learning gains, and requiring a conversation between the evaluator and the educator when there is a discrepancy between the evaluator's ranking of Teaching All Students standards and the evidence of the educator's impact on student learning, growth, and achievement.

## Article XVI

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

1) **Purpose of Educator Evaluation**

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

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of at least ten (10) minutes in duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects arrived at through consultation with and input from the Association.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 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. The primary evaluator shall not be a content coordinator.
  - 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. Content Coordinators will participate in the self-assessment, goal-setting, walkthroughs and educator plan phases of the evaluation process. Content Coordinators will conduct fifty percent (50%) of all observations. Formative and summative evaluations will be the sole responsibility of the administration.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.



- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
  
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
  
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
  
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
  
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
  
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
  
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator or by a team of Educators. Team goals can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
  
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
  
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The Association and the School Committees are the parties to this agreement.
- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and 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, student learning, growth and achievement 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 (or Content Coordinator's) overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's (or Content Coordinator's) performance against the four Performance Standards and the Educator's (or Content Coordinator's) attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment (Content Coordinators - & Teaching)
  - ii) Standard 2: Teaching All Students (Content Coordinators – Leadership, Management & Operations)
  - 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) **Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining. 603 CMR 35.603(2). The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development 35.03(2)(b). Evaluators shall use evidence of educator performance and impact on student learning, growth and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator 35.06(3)(a).
- BB) **\*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.
- CC) **\*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.
- DD) **\*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.

- EE) **\*Trends in student learning:** At least three years of data from the district-determined measures, arrived at through consultation with and input from the Association, and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures, arrived at through consultation with and input from the Association, 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 at least ten (10) minutes in duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);

- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

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

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

- A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
  - 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, so long as the team goals are not the Educator's only goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities (and may be a team goal).
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
  - iv) For Educators with PTS and ratings of proficient or exemplary, one of the goals may be a team goal. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
  - v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and

benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

Team goals should be assessed by the same evaluator whenever possible.

- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1<sup>st</sup>. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

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

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

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

11) **Observations**

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

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

A) Unannounced Observations

- i) All non-PTS teachers will be observed 6-8 times/school year.
- ii) PTS teachers will be observed 4-6 times/school year.
- iii) 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, provided that they are at least ten (10) minutes in duration.
- iv) 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. The Educator must sign the written feedback from the Evaluator within five (5) school days of receipt. The Educator may provide a written response to the Evaluator's feedback within the same five (5) day period available to sign the written feedback.
- vi) 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.
- vii) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet after completion of the brief written feedback referenced in Section 11, A (ii).

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.
- C) Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by any other name (herein called "walkthroughs") are intended to gauge the overall climate, culture and instruction within a school, program or department and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system and do not result in feedback to individual educators.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating and provide evidence supporting the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance

standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

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

#### **Evaluation Cycle: Summative Evaluation**

- J) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- K) 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.
- L) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- M) 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.

- N) 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.
- O) 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.
- P) 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.
- Q) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- R) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- S) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- T) 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.
- U) 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.
- V) 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.
- W) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- X) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

14) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;

- ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 15) **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.
- 16) **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.
- 17) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
  - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
  - C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
  - D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

18) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 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 three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1

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

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

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



Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

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

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

**21. Career Advancement**

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

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

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

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

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

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

## **26. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.  
The primary evaluator will be rotated on a regular basis, when possible.
- 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) The parties recognize that both Educators and Evaluators may on occasion need some flexibility in order to achieve the purposes of this evaluation agreement. With that in mind, the parties agree as follows:

During any school year, if either the evaluator (administrator or content coordinator) or the educator is unable to meet a time limit set forth herein for any reason, they will be automatically be allowed a 14 calendar day extension of the time limit without said extension being deemed a violation of their obligations as set forth herein. The educator may take advantage of one (1) such extension during each school year, and the evaluator may take advantage of one (1) such extension with respect to each teacher whom they are evaluating during each school year.