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AGREEMENT BETWEEN THE
WAYLAND SCHOOL COMMITTEE
AND THE
WAYLAND TEACHERS' ASSOCIATION, INC.

July 1, 2014 – June 30, 2017

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**AGREEMENT BETWEEN
THE WAYLAND SCHOOL COMMITTEE
AND THE
WAYLAND TEACHERS' ASSOCIATION, INC.**

July 1, 2014 to June 30, 2017

This Agreement is made and entered into on the ____ day of _____, 2014, by and between the SCHOOL COMMITTEE OF THE TOWN OF WAYLAND (hereinafter referred to as the "COMMITTEE") and the WAYLAND TEACHERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION").

**ARTICLE I
RECOGNITION**

- A. In accord with the provisions of G.L. Chapter 150E, the COMMITTEE recognizes the ASSOCIATION as the exclusive representative for the purpose of collective bargaining of all employees in a bargaining unit consisting of professional teachers, librarians, counselors, and media specialists under contract to the Town of Wayland, but excluding the Superintendent of Schools, Assistant Superintendents, Administrative Assistants, Principals, Vice Principals, Athletic Director, teachers of Extended Day Kindergarten, Director of Elementary Curriculum Assessment and Accountability-Humanities, Director of Elementary Curriculum Assessment and Accountability-Math/Science/Technology, preschool teachers, teacher assistants, interns, and student teachers, as well as all other professional employees whose principal function consists of duties other than teaching or counseling.
- B. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as "teachers," and references to said teachers shall be without regard to sex unless specifically indicated.

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. Not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires, the COMMITTEE agrees to enter into negotiations with the ASSOCIATION in a good faith effort to reach a successor agreement covering teachers' wages, hours, and other conditions of employment. Such negotiations need not be limited to items covered by this Agreement. Any agreement reached will be reduced to writing and signed by the COMMITTEE and the ASSOCIATION. During negotiations, the COMMITTEE and the ASSOCIATION will present relevant data, exchange points of view, and make proposals and counterproposals.
- B. Upon request, the COMMITTEE will make available to the ASSOCIATION for inspection pertinent records of the Wayland school system, including preliminary budget proposals, which are ordinarily available to the public. Either party may, if it so desires, utilize the services of outside consultants.
- C. If either party is dissatisfied with the progress of negotiations or with the negotiator of the other party, it may request a meeting at which voting quorums representing both the COMMITTEE and the ASSOCIATION must be present. If an impasse is found by such a meeting to exist, the procedure described in Section 9 of Chapter 150E of the General Laws will be followed. The words "voting quorum" mean a body having authority to enact final acceptance, on behalf of the COMMITTEE or the ASSOCIATION, of the contract being negotiated.
- D. All negotiating sessions shall be closed to the public.

**ARTICLE III
GRIEVANCE AND ARBITRATION PROCEDURE**

A. Definitions

1. A “grievance” is a dispute concerning the interpretation or application of any of the provisions of this Agreement.
2. A “grievant” is a teacher, a group of teachers having the same grievance, or the ASSOCIATION.

B. General

1. Every effort shall be made to settle grievances, when they occur, at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The ASSOCIATION, on behalf of the grievant, and the COMMITTEE may be accompanied by representatives of their own choosing at any level of the grievance procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher to discuss a matter informally with any appropriate member of the administration, and to have it adjusted without the intervention of the ASSOCIATION, provided the adjustment is not inconsistent with the terms of this Agreement or the provisions of G. L. Chapter 150E, Section 5.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum unless such time limits are extended by mutual agreement.
2. In the event a grievance is filed on or after June 1, an effort will be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived.

4. Level One

- (a) The grievant shall submit the grievance in writing to the Principal within ten (10) school days after the occurrence of the event or condition which gives rise to the grievance. The grievance shall specify with particularity the event or condition upon which it is based and the provisions of this Agreement which it is claimed are violated thereby. Incorrect identifications of provisions claimed violated shall not invalidate the grievance provided they were made in good faith. If an event giving rise to a grievance occurs during the month of June, the grievance shall be filed within fourteen (14) calendar days.
- (b) The teacher’s Principal to whom the grievance is submitted will have ten (10) school days to meet with the grievant in an effort to resolve the grievance and to render a decision in writing. If a decision is not rendered, the grievance shall be deemed denied at the expiration of said period.

5. Level Two

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, h/she may, within ten (10) school days after the disposition at Level One, submit a written statement to the Superintendent of Schools setting forth the facts upon which the grievance is based, and the ASSOCIATION shall submit, at the same time, its findings of fact as to the grievance.
- (b) The Superintendent or his/her designee shall meet with the grievant and a representative of the ASSOCIATION within ten (10) school days after receipt of said statement in an effort to resolve the same. In the event that the Superintendent or his/her designee fail to submit a written decision upon said grievance within fourteen (14) calendar days following the aforementioned meeting, the grievance shall be deemed denied at the expiration of fourteen (14) calendar days.

6. Level Three

- (a) If the grievant is not satisfied with the disposition of the grievance at Level Two, h/she may, within (10) school days after the disposition at Level Two, submit the grievance in writing to the COMMITTEE. At that time, the ASSOCIATION shall submit to the COMMITTEE a written statement of its findings of fact as to the grievance.
- (b) The COMMITTEE shall meet with the grievant and a representative of the ASSOCIATION within fourteen (14) calendar days after it has received the written grievance. In the event that the COMMITTEE shall fail to submit a written decision upon said grievance within fourteen (14) calendar days after the termination of such meeting or any adjournment thereof, the grievance shall be deemed denied at the expiration of said period.

7. Level Four

If the ASSOCIATION is not satisfied with the disposition of its grievance at Level Three, it may, within ten (10) school days after receipt of the decision at Level Three, but not thereafter, submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association. Arbitration hereunder shall be governed by the voluntary labor rules then applicable of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties hereto, provided that it is supported by substantial evidence and is consistent with the provisions of this Agreement. The costs for the service of the arbitrator, including per diem expenses, if any, will be borne equally by the ASSOCIATION and the COMMITTEE.

- 8. ASSOCIATION grievances shall be submitted in writing to the Superintendent at Level Two within ten (10) days after the occurrence of the event or condition which gives rise to the grievance. The grievance shall specify with particularity the event or condition upon which it is based and the provisions of this Agreement which it is claimed are violated thereby. In all other respects an ASSOCIATION grievance shall be pursued and processed in accordance with the procedures set forth in Levels Two through Four above.
- 9. The first written statement of the grievance must contain references to the exact Articles and Sections of this Agreement upon which the grievance is based. The failure to cite an Article shall preclude its being introduced at subsequent levels of this procedure.

**ARTICLE IV
SALARIES**

A. Salaries

The salaries of all teachers are set forth in ARTICLE XXII.

B. Salary Payments

1. All teachers shall be paid biweekly in twenty-six (26) equal installments, or in some cases twenty-seven (27) equal installments depending upon the number of pay periods between September 1 and August 31, beginning with the first pay period in September, ending with a balloon payment on the last pay period in June, which includes payment which would be otherwise paid in July and August. All teachers shall be paid through direct deposit electronic transfer. Teachers will receive a paper deposit advice slip for each deposit.
2. Teachers who are assigned to co-curricular duties shall receive the stipend(s) provided for in Article XXII paid to them in the paycheck following the submission of the "Annual Report for Co-curricular Activities." A building Principal shall provide written notification to a teacher that s/he has been appointed for a position for which a stipend is paid; the teacher shall not be expected to perform any duties, nor shall a teacher be compensated for performing any duties related to that position, until such notification is received by the teacher.

C. Summer Work

Teachers, including Department Heads, Team Leaders, and Guidance Counselors who agree to work between July 1, 2014, and August 31, 2017, shall be compensated at the rate of three hundred twenty eight dollars (\$328) per day.

The ASSOCIATION will be provided with the following information regarding the summer work account by October 1 of each school year: the names of the individuals who worked, the number of days worked, the amount paid to each individual, and the total expenditure.

D. Step Placement

All teachers will be placed on Step according to their years of experience and degree level with full credit given for prior experience. No adjustment for experience and course work completed prior to coming to Wayland which has not been stated and documented on the application will be made after the signing of the original contract. The COMMITTEE agrees to make applicants aware of these provisions regarding step placement.

E. Unsatisfactory Performance

1. Teachers on maximum whose overall performance for a school year has been evaluated as "unsatisfactory" (1) may have their salaries frozen at the amount in effect when the unsatisfactory evaluation was given. The salary will remain frozen until such time as the teacher's overall performance is evaluated as "satisfactory" (3), or a degree of improvement that is acceptable to the evaluator (2), at which time the salary will be advanced to the then effective maximum amount for the appropriate degree column. The following procedure will be followed:

- (a) By March 1, at least one evaluation of the teacher's performance has been made by the primary evaluator and the teacher has been notified by the primary evaluator in writing and in person that his or her performance has been evaluated as unsatisfactory (1) or that his/her performance consisted of deficiencies that may result in his/her salary being frozen at the amount then in effect.
 - (b) Between April 1 and June 1, at least one other evaluation has been made by the primary evaluator to ascertain whether or not the previous deficiencies have been corrected.
 - (c) In any event, the primary evaluator must notify the teacher on or before June 15 of his/her decision to recommend freezing a teacher's salary. Said recommendation will be reviewed by the Superintendent who in his/her sole discretion will make the final determination to implement the recommendation.
 - (d) In no event may a teacher's salary be frozen for more than two consecutive school years.
2. The COMMITTEE agrees that it will annually budget sufficient monies to pay the then effective maximum rates for all teachers whose years of experience qualify them for placement on maximum. Any monies not paid as a result of the operation of unsatisfactory evaluations will be expended on "summer work" involving members of the Wayland Teachers' Association, Inc., unit in accordance with the rates established by Section C of this Article prior to the end of the fiscal year.

F. Group Insurance

1. The town contribution rates for HMO Rate Saver Plans will be as follows:
 - (a) Family Plans: 64%
 - (b) Individual Plans: 74%
2. Part-time employees will contribute to health insurance plans at the rate of 50%. All part-time employees hired and working prior to June 30, 2008, and who participated in the health insurance plan offered by the Town of Wayland prior to June 30, 2008, will be grandfathered so that their contribution rate for any health insurance plan offered by the Town of Wayland will be consistent with the contribution rates paid by full-time employees in the same plan.
3. Dental coverage: The Committee shall advocate with the Town to explore options for better plans. The Association shall work with the Insurance Advisory Committee to obtain and consider information about better options.
4. Should the Town of Wayland ever cease to offer the current Long Term Disability plan in which employees may participate, the Town of Wayland will assign a payroll deduction slot for teachers to participate in the Massachusetts Teachers' Association disability insurance plan. The WTA will inform the COMMITTEE of the premium amounts of the plan, along with deduction authorizations for those teachers who are eligible for and wish to participate in the plan.

G. Payroll Adjustments

Payroll adjustments will be made with the first payday in December and the last payday in June. Adjustments will be retroactive to the date upon which documentation (e.g., transcripts, letters from deans or professors, etc.) has been received but not back to a prior fiscal year. Documentation must be submitted by June 1. Teachers must notify the Assistant Superintendent for Curriculum & Instruction and Human Resources no later than October 1 of the preceding school year of the possibility that s/he will be eligible for a column change. Teachers who submit a complete application for salary lane change after June 30, which application is approved by the Superintendent or designee, will have their salary lane change go into effect in time for the first paycheck of the school year in September, provided the application packet is received in the Personnel Office by August 1 and all other requirements in this section are met.

H. Required Moves and Dislocations

Teachers who are required to pack and store their classroom materials in June and to unpack and again set up these materials before classes resume in the fall because of the use of these rooms by fee-based summer programs shall be compensated at a rate of pay equal to the summer work pay for that summer for each day of packing and unpacking, not to exceed two days.

I. One-Time Payment

On July 1, 2013, the Committee will transmit to the WTA the sum of \$36,000. The WTA may use this sum of money for the benefit of its members, including, but not limited to, extraordinary medical expenses.

J. Longevity

For all teachers who begin employment on or after July 1, 2013:

- \$1,000.00 per contract year – 20 or more years of continuous service
- \$2,000.00 per contract year – 25 or more years of continuous service

**ARTICLE V
TEACHING HOURS AND TEACHING LOADS**

A. Workday

1. The workday for teachers shall be:

	M, T, R, F	W (Regular)	W (Systemwide)
High School:	7 hrs., 30 min.	7 hrs., 35 min.	8 hrs., 30 min.
Middle School:	7 hrs., 20 min.	7 hrs., 25 min.	8 hrs., 15 min.
Elementary:	7 hrs.	7 hrs., 5 min.	7 hrs., 15 min.

In the event that a building’s hours of operation are going to be different from the hours of operation in effect as of June 30, 2004, the teachers in that building shall be notified of the change preferably by January 31, but no later than March 1 of the school year prior to the change.

Wednesday Inservice Workshops will be scheduled to begin within 15 minutes after the close of the student day and will last for no more than 90 minutes provided, however, that up to ten such

days may involve systemwide programs which will be scheduled to begin 15 minutes after the latest school closing and will end no later than 3:45pm. The last day of the school year at the elementary level shall be an early release day schedule, except that the COMMITTEE has the option of scheduling a full day, rather than an early release day, on the Wednesday immediately preceding the last day of school.

The Superintendent of Schools will designate five (5) inservice days at the Claypit Hill, Happy Hollow, and Loker Schools for “school-based grade level and curriculum planning meetings.” Every reasonable effort will be made to schedule these days in five different months of the school year.

One additional inservice Wednesday in the fall and one in the spring will be designated for parent-teacher conferences at the elementary level for a total of 10.5 hours for each parent-teacher conference cycle in the fall and in the spring.

2. No teacher shall be required to remain in the school building beyond the times specified above, except that on days preceding a holiday (when school is not scheduled), on the Friday before a Monday holiday, and on the Friday or day before school vacation, h/she may leave thirty (30) minutes earlier. These times may be modified by the COMMITTEE (up to thirty [30] minutes), provided that in no case shall the length of the teacher workday be extended.
3. Teachers other than classroom teachers will work at their assigned tasks for at least the length of the classroom teacher’s workday. It is recognized, however, that the proper performance of their duties may require them to work a workday that is longer than the classroom teacher’s workday. The exact daily schedules will be determined on an individual basis.
4. A five-day regular kindergarten assignment shall be considered 65% of an FTE for all purposes under this Agreement. Kindergarten teachers shall attend 65% of inservice programs. Principals, with input from kindergarten teachers, shall determine which inservice programs teachers should attend. The Principal will provide no less than a two-week notice of required attendance, except in an emergency.
5. Every reasonable effort will be made not to schedule a meeting during a teacher’s preparation period. However, if a meeting is scheduled during a teacher’s preparation time, then the Principal will use best efforts to reschedule the lost preparation time within a reasonable period of time.
6. During the first two (2) workdays of the school year, all teachers, except sixth grade teachers, shall have six (6) hours set aside for teachers’ preparation for the school year; sixth grade teachers shall have four (4) hours set aside for such preparation. In addition, sixth grade teachers shall be able to use the first early release Wednesday for purposes of such preparation.

B. School Calendar

1. The COMMITTEE will present the proposed School Calendar for the succeeding school year to the ASSOCIATION by March 1. Such calendar shall be designed substantially as it has been in the past. The teacher’s work year shall consist of no more than one hundred eighty-two and one half (182½) days which days shall be scheduled between August 31 and June 30.
2. The ASSOCIATION will present its reactions to the proposed calendar to the COMMITTEE by March 15. If such reactions include objections, the COMMITTEE and the ASSOCIATION will

meet on or before April 15 in an attempt to resolve their differences prior to the establishment of the final calendar by the COMMITTEE.

3. The contract year for Department Heads and Guidance Counselors will begin September 1 and end June 30. These personnel may be released by their Principal, subject to the approval of the Superintendent, prior to June 30, provided the work normally associated with the closing of school has been completed.
4. In the event of circumstances which prevent the use of one or more school buildings for more than five (5) scheduled school days, the COMMITTEE and the ASSOCIATION will meet and discuss the most practicable method of rescheduling the remaining time to reach as close to one hundred eighty (180) scheduled school days as possible, subject to approval by the State Department of Education, if necessary.

C. Teachers' Schedules

1. It is desirable that all teachers have a duty-free lunch period of at least thirty (30) minutes, exclusive of student passing time.
2. With the exception of weeks with fewer than five school days and/or weeks in which special activities (field trips, assemblies, etc.) are scheduled, all teachers at Claypit Hill, Happy Hollow, and Loker Schools, except for Kindergarten, will have 225 minutes of unassigned time for personal preparation each week. Kindergarten teachers will have no less than 120 minutes for personal preparation each week. Elementary classroom teachers shall have an additional preparation period of thirty (30) minutes per full school week. The Principals and the Superintendent or their designee will consult with the designees of the ASSOCIATION President regarding the implementation of this section.
3. Special education teachers may utilize one early release Wednesday per month to perform state- and federally-mandated requirements. In addition, a special education teacher may request up to two professional days per semester to perform such requirements. The scheduling of such days will be coordinated and approved by the Principal. In addition, a joint study committee shall review and analyze the long-term changes necessary to effectively deliver special education services in light of state- and federally-mandated requirements.
4. Secondary school teachers will, in addition to a duty-free lunch period, have one unassigned period each day during which they will not be assigned to any other duties and will not have more than five (5) student supervision periods per week. The homeroom period is not considered a student supervision period. A reasonable effort will be made to provide adequate time for team meetings or tutorials in the High School. Middle School teachers will not be assigned to more than four (4) regular student supervision periods per week. Middle School teachers, including Curriculum Leaders and House Leaders, will not be assigned to more than two student help sessions per week. Middle School teachers, including Curriculum Leaders and House Leaders, may be assigned up to two rotating supervisory duties. A rotating supervisory duty is one which occurs no more frequently than once every twenty (20) school days. Present general practices regarding teacher workload will not be changed except for valid educational considerations after written notice to and consultation with the ASSOCIATION. Secondary school teachers will not be required to teach more than two (2) distinct subjects nor more than a total of three (3) teaching preparations within said subjects at any one time, except with the teacher's express written consent. Academic teachers will not be required to teach more than twenty-five (25) periods in a forty-period (40) week, and this ratio of teaching periods to total periods shall remain constant.

5. Section C.3. of this Article as applied to the 11th and 12th grade elective programs at Wayland High School means that at any given time, no teacher will be assigned more than three different elective course titles and more than four course titles overall without the teacher's express consent. The term "electives" means a course which meets for one semester or one quarter as opposed to a full year.
6. For the purposes of this Article, "academic teachers" means teachers of Business Education, English, Mathematics, World Language, Classical Studies, Science, and Social Studies.

D. Co-Curricular Activities

1. For teachers employed prior to July 1, 1981, participation in co-curricular activities will be by mutual consent between the Principal and the teacher and will be compensated for in accordance with the provisions of Article XXII of this Agreement.
2. Any teacher whose initial date of employment is subsequent to July 1, 1981, may, as a condition of employment and of continued employment, be required during his or her first ten (10) years of service to assume co-curricular positions as set forth in Article XXII, Section C.

E. Class Size

It is mutually agreed that, in academic areas, a maximum class size (medium group at the High School) of 25 students is a desirable goal.

F. Specialists

The number of specialists presently employed shall not be reduced during the term of this Agreement without prior notification to the ASSOCIATION.

G. Interim or Acting Appointments

Teachers who are appointed to leadership positions or asked to assume extra responsibilities and duties for an interim period (e.g., acting Curriculum Specialist, acting Department Head) shall receive the full differential salary paid for such position as additional compensation for these extra duties and responsibilities for a continuous period of not more than ninety (90) calendar days.

H. Exceptions

Reasonable exceptions to this Article may be made by the Superintendent of Schools. The Superintendent will so notify the President of the ASSOCIATION in writing within five (5) school days.

I. Chapter 71B Consultations

The COMMITTEE agrees to consult with the ASSOCIATION on the implementation of G. L. Chapter 71B and to negotiate with the ASSOCIATION with respect to standards of performance and other terms and conditions of employment arising out of the implementation thereof.

**ARTICLE VI
NON-TEACHING DUTIES**

- A. The COMMITTEE and the ASSOCIATION acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible and practicable, be utilized to this end. Therefore, subject to Section C below, they agree that teachers will not be required to perform the following non-professional assignments:
1. Cafeteria supervision at the elementary and secondary levels.
 2. Duplicating instructional and other materials, wherever possible.
 3. Keeping registers and cumulative record cards.
- B. Teachers will not be required to drive pupils to or from activities which take place away from the school building.
- C. Reasonable exceptions to this Article may be made by the Superintendent of Schools. The Superintendent will so notify the President of the ASSOCIATION in writing within five (5) school days.

**ARTICLE VII
PERSONAL LEAVES**

A. Sick Leave

1. Sick Leave shall accrue at the rate of fifteen (15) days per year with unused days accumulating to the teacher's credit. Sick leave cannot be used for any other leave provision in this Agreement. Absence of more than five (5) consecutive school days shall be certified by the teacher's physician.
2. Sick leave may only be used by a teacher on those occasions when because of his/her own injury or illness h/she is unable to report for work, with the following exception: up to five (5) sick days per year may be used for the illness/injury of a spouse, child, parent, or other relative/significant other who is living in the teacher's immediate household.
3. A female teacher is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during this leave. If a teacher is not eligible for FMLA leave and does not want an extended leave of absence, she is entitled to leave which is the length of her disability period, or eight (8) weeks leave pursuant to G.L. c. 149, sec. 105D, whichever is longer.
4. The Human Resources Office will keep attendance data on all personnel and alert the supervisor of potential problems as they evolve. Invalid absenteeism may become a basis for teacher discipline. In the event that the evaluator determines that a teacher's invalid absenteeism is becoming an issue, h/she may incorporate satisfactory attendance as a criterion of performance appraisal provided the following steps have been taken:

Step 1--An oral communication of the evaluator's concern to the teacher involved. Said communication will be documented to the extent of notifying the Personnel Office and President of the Wayland Teachers' Association, Inc., of the fact that an oral warning has been given.

Step 2--In the event that concerns regarding invalid absenteeism continue beyond the initial oral warning, then the evaluator may issue a written warning which will be inserted in a teacher's personnel file.

Step 3--If Steps 1 and 2 have been followed, an evaluator may, upon further concern, incorporate references to a teacher's invalid absenteeism within an "Evaluation Report."

5. Invalid absenteeism and/or a misuse of sick leave may be grounds for disciplinary action.

B. Paid Leaves of Absence

1. Personal Leave

A teacher shall be granted up to two (2) school days of leave without loss of pay for time necessarily and actually lost for personal and/or business which cannot reasonably be accomplished outside the workday. Notification for such leave shall be made to the teacher's immediate supervisor as far as possible in advance of the date of such leave, but in no event less than forty-eight (48) hours in advance of such date except in the case of an emergency. Any teacher who needs a personal day need not indicate the reason s/he needs the day. No personal leave may be taken the day before or after a holiday or a vacation period except in unusual circumstances and only with the approval of the teacher's immediate supervisor and the Superintendent/designee.

2. Bereavement Leave

A teacher shall be granted up to five (5) school days of leave without loss of pay in the case of the death of a member of the teacher's immediate family defined as spouse, child, sibling, or parent (including any individual who has acted in place of and as parent to the teacher or teacher's spouse); this provision applies to in-laws for the foregoing categories. A teacher shall be granted up to three (3) school days of leave without loss of pay in the case of the death of a grandparent or grandchild; this provision applies to in-laws for the foregoing categories.

3. Religious Leave

A teacher shall be granted up to two (2) school days of leave without loss of pay for observance of a religious holyday of the religious faith to which the teacher belongs when such holyday falls on a day on which teachers are required to report. The teacher shall notify his/her immediate supervisor as far as possible in advance of such holyday, but in no event less than forty-eight (48) hours in advance of such holyday.

4. Jury Duty

Upon notification of a teacher's immediate supervisor, a teacher will be granted leave without loss of pay to serve, as long as the courts may require, as a member of a jury. Any payment the teacher receives for this duty shall be reimbursed to the Wayland Public Schools.

5. General

Upon recommendation of the teacher's immediate supervisor, additional leaves of absence or extensions of leaves beyond the limits set forth in this Article may be granted by the Assistant

Superintendent at his/her discretion. The Superintendent is responsible for ensuring the fair application of the paid leave of absence policy.

C. Other Leaves of Absence

1. Health Leave

- (a) Any teacher whose illness extends beyond the period of accumulated sick leave may be granted a leave of absence without pay for reasons of health which shall not exceed one year from the date granted by the COMMITTEE.
- (b) An extension of such leave may be granted by the COMMITTEE upon written request of the teacher. A teacher anticipating extended illness may be granted such leave prior to the expiration of his/her accumulated sick leave days and, upon returning from said health leave, will have the unused portion of his/her accumulated sick leave reinstated. Upon return from said leave, the teacher shall, if possible, be assigned to the position h/she held before going on leave. Prior to return from leave of absence for reasons of health, the COMMITTEE may require the teacher to be examined by a physician of its choice.
- (c) **Serious Health Condition of Member of Immediate Family:** An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to the serious health condition of a member of his/her immediate family. Fact sheets from the Department of Labor which describe the terms of this leave are available from the Human Resources Office. An eligible employee shall apply in writing for such leave at least four (4) weeks in advance of such leave, unless extenuating circumstances prevent such notice, in which case the employee shall provide as much notice as possible. While an employee is on approved FMLA leave, the Committee shall continue its contribution toward the employee's health insurance, if the employee is insured through the School Department, provided that the employee makes timely contribution toward the health insurance.

2. Academic Study Leave

A teacher who has been on the staff of the Wayland Public Schools for a minimum of four (4) years and has a record of satisfactory service shall be eligible for academic study leave for the academic year provided that said teacher states his/her intent to return to the Wayland schools for a minimum period of one year. Academic Study Leave, if granted by the COMMITTEE, shall be leave without pay. If possible, on return to Wayland from Academic Leave, a teacher will be assigned to the position h/she held before leaving Wayland. A teacher granted said leave shall advance on the salary schedule as h/she would have advanced had h/she been employed in the Wayland schools provided a transcript of his/her study is filed with the Superintendent. Requests for Academic Leave for the ensuing school year must be presented to the Superintendent in writing by March 1 of each school year.

3. Military Leave

Military Leave of absence without pay shall be granted to any teacher drafted into or fulfilling a required period of active military service of the United States. Teachers on Military Leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system, and all sick leave days accumulated prior to entry into military service will be reinstated.

4. Child Rearing Leave

- (a) A leave of absence without pay of up to one (1) year will be granted to a teacher for the purpose of child rearing. The COMMITTEE may require that the teacher remain on the leave until the September following the expiration of the year. At the conclusion of Child Rearing Leave, the teacher will be returned to a position unless the teacher has been reduced-in-force pursuant to ARTICLE XXI. A teacher progressing toward professional status who is on Child Rearing Leave will be returned if reappointed and if there is a vacancy for which h/she is qualified. The COMMITTEE will not be required to non-reappoint a teacher progressing toward professional status who is senior to a teacher on Child Rearing Leave in order to return a teacher progressing toward professional status from Child Rearing Leave.
- (b) Birth fathers and co-parents shall be granted five (5) personal days within the first year of the child's birth. An additional five (5) days may be used from the individual's personal sick leave.

5. Adoption Leave

A paid leave of absence not to exceed thirty (30) school days, to be deducted from accumulated sick leave, will be granted to a teacher for the purpose of attending to the adoption of his/her child. In the event that both adoptive parents are employees of the school district, then the thirty days will be the total for both parents.

D. Sick Leave Bank

The COMMITTEE authorizes the establishment of a Sick Leave Bank, the purpose of which shall be to enable Wayland Public Schools teachers to contribute one day per school year of their accumulated sick leave for use by other teachers participating in the Sick Leave Bank whose accumulated sick leave is exhausted through prolonged illness. The Sick Leave Bank shall operate under regulations established by mutual agreement of the COMMITTEE and the ASSOCIATION. For teachers who have not yet attained Professional Teacher Status in Wayland, the benefits of this Section shall not apply beyond the term of their employment.

E. Sick Leave Survivor Benefit

In the event of the death of a teacher, payment of his/her salary shall continue to his/her survivor for a period of time equivalent to his/her remaining accumulated sick leave, not to exceed sixty (60) days. For purposes of this provision, the term "survivor" refers to the teacher's designated beneficiary or, if none, his/her estate.

F. Other Leaves

The COMMITTEE reserves the right to grant leaves of absence for reasons other than those stated above.

G. Time Limit for Leave Requests

All requests for leaves of absence other than child rearing leaves must be submitted by March 1, unless the circumstances for which the leave is being requested were not known prior to that time.

H. FMLA Leave Notice of Return to Work

An employee on FMLA leave shall notify the Superintendent at least four (4) weeks prior to his/her scheduled date of return from leave whether or not s/he intends to return to work.

ARTICLE VIII TEACHER ASSIGNMENT

A. Teachers' Schedules

Prior to the closing of school in June, teachers will be notified in writing of their tentative programs for the coming school year, including the school to which they will be assigned and the grades and/or subjects they will teach. The ASSOCIATION recognizes that revisions of teachers' assignments may be necessary at a later date. In such cases, teachers will be notified as soon as possible.

All regular classroom music, art, librarians, and physical education teachers at Claypit Hill, Happy Hollow, and Loker Schools will be given copies of their daily schedules no later than August 15 provided, however, that the Principal may thereafter make such changes as the Principal deems necessary without being subject to the grievance and arbitration procedure.

B. Certification

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate and/or their major or minor field of study.

C. Travel

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as is practicable. Teachers who are assigned to more than one school in any one school day and/or otherwise travel on official school business will be reimbursed at the rate of twenty (20) cents per mile or the maximum allowed by the Internal Revenue Service as of July 1 of any fiscal year, whichever is greater.

D. Job Sharing

1. While there is a preference for full-time staff, the School Committee is open to receiving proposals from personnel who are interested in sharing a job.
2. Such proposals should be submitted in writing to the Principal or Principals, if more than one school is involved, no later than March 15 of the school year preceding the school year in which it would, if approved, be implemented. The proposal will then be forwarded to the Superintendent together with a recommendation relative to its implementation.
3. The proposal should identify the personnel involved and the job to be shared, detail the proposed schedule and distribution of duties, and delineate responsibilities included within the scope of the position.

4. The Principal and Superintendent will, among whatever other factors they deem appropriate, consider the following matters in assessing the job sharing proposal.
 - (a) the nature and duties of the job involved;
 - (b) the nature of the instructional program;
 - (c) the needs of the students;
 - (d) the wishes of the personnel involved;
 - (e) the impact sharing the job might have on other personnel; and
 - (f) the impact upon supervision and administration.
5. If approved by the Superintendent, the specifics of the job sharing assignment will be reduced to writing for acceptance by the personnel involved. This writing will include a stipulation that the job sharing arrangement may be terminated at any time by the Superintendent, and will specify which teacher will be assigned to full-time status and which teacher will be put on unpaid leave of absence.
6. If a job sharing assignment is terminated by the Superintendent, the personnel involved will be reassigned if a position is available. If no position is available for which the teacher is qualified, the teacher will be placed on leave of absence without pay for the remainder of the school year.
7. All proposals for job sharing will be treated as a request to move from full-time to part-time status for the school year to which they apply, and the COMMITTEE will be under no obligation to return the teacher to full-time status unless a full-time position becomes available. All job sharing assignments are for one school year subject to annual review.
8. If a job sharing assignment is not working out, as determined solely by the Superintendent, the teachers involved will be notified in writing and will have twenty-one (21) calendar days from the receipt of the notice to remedy the situation to the satisfaction of the Superintendent. If after this twenty-one (21) day period the Superintendent determines the matter has not been resolved satisfactorily, the job sharing assignment will be terminated in the manner previously determined by the teachers, Principal, and Superintendent.
9. If a job sharing proposal is not approved or the assignment is terminated, the teachers involved may ask to have the matter reviewed by the COMMITTEE. In any event, the decision of the COMMITTEE will be final and not subject to ARTICLE III of the Agreement Between the Wayland School Committee and the Wayland Teachers' Association, Inc.
10. If two or more teachers submit a proposal to share a stipended position, and if said proposal is approved by the Superintendent, the stipend for said position will be shared according to the formula approved as part of the job-sharing proposal.

ARTICLE IX TRANSFERS

- A. Although the COMMITTEE and the ASSOCIATION recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is

disruptive to the educational process and interferes with optimum teacher performance. Therefore, subject to Section E below, they agree as follows:

1. When a transfer from one school to another is to be made, individual major or minor field of study, quality of teaching performance, and willingness to be transferred will be considered in determining which teacher is to be transferred. Teachers will be transferred only to positions within the scope of their teaching certificates. Department Heads and Team Leaders transferred to a non-Department Head or a non-Team Leader position during the contract year will be paid at the Department Head or Team Leader rate for the balance of the contract year, unless such transfer is made at their request.
 2. An involuntary transfer from one school to another will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the ASSOCIATION will be notified and the Superintendent (or his designee) will meet with the ASSOCIATION representative to discuss the transfer.
- B. A list of open positions in other Wayland schools will be made available to any teacher upon request. Teachers will be given adequate time off for the purpose of visiting schools at which openings exist.
- C. Notice of transfer will be given to a teacher as soon as is practicable and under normal circumstances no later than the closing of schools in June.
- D. Teachers desiring transfers to other schools will submit written requests to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.
- E. Reasonable exceptions to the provisions of this Article may be made if the Superintendent of Schools determines that such exceptions are necessary in the best interests of the teacher(s) or school(s) affected. The Superintendent will so notify the President of the ASSOCIATION in writing within five (5) school days.
- F. A teacher's right pursuant to Article XXI, Section E, shall take precedence over any transfer request except in those circumstances in which a teacher was initially transferred at the administration's initiative out of a discipline in which a reduction in force was scheduled to take place, thereby reducing the number of teachers who had to be laid off; in such cases, the administratively-transferred teacher may elect to return to the discipline from which h/she came even though a teacher on layoff status has recall rights to that discipline provided such an option is exercised prior to the beginning of the fourth school year following the administratively-initiated transfer.
- G. An elementary or middle school classroom teacher who is involuntarily transferred or reassigned shall be entitled to a payment of \$250 for packing up and/or unpacking his/her classroom. For purposes of this provision, "classroom teachers" shall include teachers who have an assigned room, such as the art or music teacher.

**ARTICLE X
VACANCIES AND PROMOTIONS**

- A. The COMMITTEE and the ASSOCIATION agree that professional advancement within the system is desirable and that teachers within the system should be encouraged to apply for advancement. Therefore, the parties agree as follows:
1. Whenever a vacancy occurs during the school year, notice of the vacancy will be posted on the District website as far in advance of the appointment as possible and will be sent to all bargaining unit members by email. The qualifications for the position and its duties will be set forth with reasonable clarity. All qualified teachers will be given adequate opportunity to apply for such positions, and the COMMITTEE agrees to give due weight to the professional background and attainments of all applicants.
 2. Notification of all vacancies occurring during the summer months will be given to the ASSOCIATION President or his/her designee. All teachers will be given a form at the close of the school year in order to indicate to the administration and the ASSOCIATION their interest in filling possible vacancies that occur during the summer months.
 3. A representative of the ASSOCIATION and the Central Administration will cooperate to inform potential candidates of said vacancies.
- B. Appointments will be made without regard to race, creed, color, religion, nationality, age, sex, marital status, sexual orientation, disability, or veteran's status.
- C. All applicants will be given written notification of the Superintendent's recommendation for filling vacancies pursuant to this Article.
- D. A vacancy exists for purposes of posting only after the COMMITTEE has met its obligations pursuant to state law and/or the provision of Article XXI. Transfers, except as provided for in Article IX, Section F, may only take place when there is a vacancy.

**ARTICLE XI
TEACHER EVALUATION**

A. Personnel Files

1. There shall be only one (1) file for each teacher, maintained by the Superintendent, which file shall contain data relevant to the work performance of the teacher.
2. Upon two (2) business days' notice, a teacher may review the contents of his/her personnel file. The teacher shall be furnished a copy of any material in the file which s/he designates, provided that the teacher shall bear the expense of such copying. A teacher shall be entitled to have an ASSOCIATION representative accompany him/her during such review.
3. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the 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.

4. Materials in a teacher's file shall be available only to the teacher or his/her designated representative, the Superintendent or his/her designee, or the COMMITTEE.
5. It is recommended that teachers request permission to review their files at least once per year to see that their records and evaluations are up to date.
6. At a teacher's request, any items more than five years old shall be removed from his or her personnel file except:
 - (a) Evaluations, including teacher responses, if any;
 - (b) Any documents, with attachments thereto, from any School Department administrator or supervisor to the teacher or from the teacher to the Wayland Public Schools.

Any items so removed which, pursuant to public document statutes, are not destroyed shall not be used in any personnel action involving the teacher.

B. Discipline of Teachers

1. No teacher shall be formally disciplined except for cause. Without limiting the generality of the foregoing, "cause" for such discipline shall include inefficiency, conduct unbecoming a teacher, or insubordination. In cases involving the failure to rehire teachers progressing toward professional status, the professional evaluation shall be accepted as an accurate evaluation of said teacher and shall not be subject to contrary testimony except as to statements based on fact (e.g., attendance records) as opposed to questions of judgment.
2. The ASSOCIATION recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for unsatisfactory professional performance. If a teacher is disciplined or reprimanded by a member of the administration above the level of Principal, however, h/she will be entitled to have a subsequent meeting with such member at which a representative of the ASSOCIATION is present.

C. Complaints

Valid and substantive oral complaints regarding a teacher made to any member of the administration will be reviewed with the teacher at times appropriate to the nature of the complaints.

D. Procedures

All evaluations of teachers shall be done in conformity with the Teacher Evaluation Handbook.

E. Withholding Step Increments

The COMMITTEE reserves the right to withhold a professional teacher's step increment if his/her teaching performance is evaluated as unsatisfactory (1) and if the following procedure has been followed:

1. By March 1, at least one evaluation of the teacher's performance has been made by the primary evaluator, and the teacher is notified by the Principal in writing and in person if his/her performance consisted of deficiencies that may result in the loss of increment.

2. Between April 1 and June 1, at least one other evaluation has been made by the Principal to ascertain whether or not previous deficiencies, if any, have been corrected.
3. In any event, the Principal must notify the teacher on or before June 15 of his/her decision to recommend withholding of the increment.

ARTICLE XII TEACHER FACILITIES

The parties agree that, during the term of this Agreement, the Superintendent, the Facilities Manager, the President of the WTA, and any other designees of either party will meet periodically to review the report of the WTA's Environmental Working Conditions survey for the purpose of addressing teachers' working conditions concerns. The parties will identify both conditions that can be addressed immediately and those that require capital planning. The parties will develop a timeline for addressing these concerns.

- A. Where practicable, as determined by the COMMITTEE, each school will have the following facilities:
 1. Adequate space in which teachers may safely store instructional materials and supplies;
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 3. An appropriately furnished room, which will include a telephone, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be of adequate size and in addition to the aforementioned teacher work area;
 4. A serviceable desk and chair for the teacher in every classroom;
 5. A communication system so that the teachers can communicate with the main building office from their classrooms;
 6. A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room; and
 7. A separate, private dining area (which may or may not be the faculty lounge) for the exclusive use of the teachers.
- B. An adequate portion of the parking lot at each school will be reserved for teacher parking.
- C. Keys may, at the discretion of the Principal, be made available to teachers to gain access to school facilities to carry out their professional responsibilities at times when custodial and/or administrative staff may not be on duty. It is agreed that duplicate keys will not be made, and teachers who have keys will be responsible for securing the facility as they leave and for returning the key to the Principal.
- D. Questions arising from this Article may be discussed with the Administration and/or the COMMITTEE at any time without resort to the grievance procedure.

ARTICLE XIII
ASSOCIATION SECURITY

A. The ASSOCIATION shall have the same rights to the use of school buildings and facilities as any other Wayland organization.

B. Association Meetings

Except in unusual circumstances, the ASSOCIATION agrees to give the Superintendent fourteen (14) days' written notice of any ASSOCIATION meeting that involves the use of school facilities.

C. There will be bulletin board space in the faculty lounge in each school building for the purpose of displaying notices, circulars, and other ASSOCIATION material.

D. Dues Checkoff

1. The COMMITTEE agrees that the Town Treasurer shall continue to deduct from the salaries of its employees dues for the Wayland Teachers' Association, Massachusetts Teachers' Association, and National Education Association as said employees individually and voluntarily authorize.

2. It shall be the responsibility of the ASSOCIATION to provide the Town Treasurer with appropriate forms, properly completed and signed, authorizing such deductions for each of its members who elect to have such deductions made.

3. The ASSOCIATION shall certify to the COMMITTEE and Town Treasurer in writing the current cost of its membership dues, and shall give the COMMITTEE thirty (30) days' written notice in advance of any change of such costs.

4. The COMMITTEE will not be held responsible for the payment of anticipated dues for any ASSOCIATION member.

5. A teacher may authorize in writing to the COMMITTEE to have deducted from his/her earnings and transmitted to the Wayland Teachers' Association an amount sufficient to provide for regular payment of the membership dues as certified by such ASSOCIATION in equal payments over the remainder of the school year and for succeeding school years.

6. Any authorization for the deduction of dues under this Article may be withdrawn by a teacher by giving at least sixty (60) days' notice in writing of such withdrawal to the COMMITTEE.

7. The ASSOCIATION agrees to indemnify and save the Town, the COMMITTEE, and all of its members harmless from and against any and all claims, suits, or other forms of liability arising out of the deduction of money from a teacher's salary pursuant to the Article.

E. The President of the ASSOCIATION will be released from all periods of student supervision and will not have a homeroom assignment.

F. The ASSOCIATION President will be sent a copy of the official Agenda prior to each COMMITTEE meeting and a copy of the minutes of said meeting after their approval by the COMMITTEE.

G. The COMMITTEE agrees to allow the ASSOCIATION the use of school facilities and equipment for ASSOCIATION business, provided it pays for the reasonable cost of materials.

H. The COMMITTEE authorizes the use of inter-school mail to distribute ASSOCIATION material from Principal's office to Principal's office or Superintendent's office.

I. No Reprisals

There will be no reprisals of any kind taken by the COMMITTEE or the ASSOCIATION against any teacher by reason of his/her membership or non-membership in the ASSOCIATION or participation or non-participation in its activities.

**ARTICLE XIV
SEVERANCE PAYMENT AND RETIREMENT NOTIFICATION**

This Article only applies to those teachers working prior to July 1, 2013, and who opted for this benefit in writing prior to December 31, 2013, in lieu of longevity as defined in Article IV. For those teachers working prior to June 30, 2013, who opt for longevity payments instead of the severance payment, ten (10) years of service must be service in Wayland.

- A. A teacher who submits a resignation for purposes of retirement will have his or her base salary increased by ten percent (10%) for the period between the date the notification is received in the Superintendent's office and the effective date of the resignation provided that:
1. The teacher will have completed at least ten years of creditable service in the Massachusetts Teachers' Retirement System, no fewer than seven (7) years of which must have been in Wayland by the effective date of the retirement;
 2. The retirement is effective within three (3) calendar years of the resignation;
 3. At the time of the resignation, the teacher must not intend to take another public school position covered by the Massachusetts Teachers' Retirement System;
 4. If a Massachusetts public school position is taken within two (2) calendar years of the effective date of the resignation, the teacher must notify the Superintendent and return all monies paid pursuant to this Article to the Town of Wayland.
 5. Once the resignation for purposes of retirement given pursuant to this Article is accepted by the COMMITTEE, it may not be revoked.
 6. Upon acceptance of a teacher's resignation pursuant to this section, the COMMITTEE may, at its option, schedule payment(s) of the additional monies earned hereunder at any time(s) between acceptance of the teacher's resignation and July 30 of the fiscal year following the teacher's last date of active service in Wayland. Within thirty (30) days of written submission of a teacher's resignation, the COMMITTEE shall inform the teacher and the ASSOCIATION of any such schedule which it adopts. Within thirty (30) days thereafter, the teacher may instead specify any time(s) during the fiscal year following the teacher's last date of active service in Wayland to receive the monies due under this article.
 7. Notification of such resignation must be received in writing in the Superintendent's Office by January 1st of the fiscal year prior to the first fiscal year in which payments pursuant to this Article will be made.

- B. No retirement shall take effect except on December 31 or the last day of the school year at the elementary level, and the end of the first semester or the last day of the school year at the middle and high school levels. It is desirable for students that there are minimal disruptions during a school year due to retirements.

**ARTICLE XV
SUBSTITUTE TEACHERS**

- A. Positions which will be vacant for at least one semester will, to the extent possible, be filled by personnel who have met the State certification requirements. If such a replacement shall be unavailable, such vacancy will be filled by qualified, non-certified teachers.
- B. Other than on a temporary emergency basis, a regular teacher will not be asked to serve as a substitute during his/her non-teaching time. Arrangements for substitute teachers will be made by the Principal of the school.
- C. When a teacher serves as a substitute on a temporary emergency basis, said teacher will be paid at the rate of \$35.00 per instructional period.

**ARTICLE XVI
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT**

- A. The COMMITTEE will pay the cost of tuition for courses at accredited colleges, universities, or professional training schools which are taken at the written request of the Superintendent of Schools.
- B. **Tuition Reimbursement**

The COMMITTEE will pay reasonable tuition expenses which are designed for the improvement of the state of the art and are approved by the Superintendent of Schools. Fees for courses audited and for workshops designed for the improvement of the state of the art but not offered for academic credit shall be eligible for reimbursement under this Article, provided that the course instructor, workshop sponsor, or presenter certifies in writing the active and satisfactory participation of the teacher in the course or workshop session and activities. The sum available under this provision shall be \$93,000.

Disbursement of funds under this section shall be made in the following manner:

1. Upon the presentation of evidence of payment and the successful completion of qualifying courses, the first \$750 of each teacher's requests shall be fulfilled on an equal dollar basis subject to exhaustion of the fund.
 2. Any money remaining in the fund after the equal dollar disbursement shall be applied in subsequent rounds of \$500 disbursements until the fund is exhausted.
 3. Disbursements from the fund will be made pursuant to a procedure and according to a schedule determined by mutual agreement.
- C. The COMMITTEE will pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the written request and/or with the advance approval in writing of the Superintendent of Schools.

- D. Unused course vouchers shall be publicized in every Wayland school within ten (10) days of receipt.
- E. Upon written approval of the Superintendent, release time shall be granted for:
 - 1. Attendance at educational conferences by teachers, ASSOCIATION representatives, or school representatives;
 - 2. Attendance at workshops, seminars, and other professional improvement sessions, including observing in other schools.
- F. The COMMITTEE will annually, as part of the Budget setting process, review the need for staff development activities and, if it deems appropriate, include funds for such activities in the school budget.

G. Professional Development Funds

The Committee agrees, for the fiscal years 2015, 2016, and 2017 to budget for curriculum development, staff development, and summer work, respectively, an amount equal to or greater than that budgeted and expended in FY 2014. Notwithstanding the provisions of this Section, the COMMITTEE and the ASSOCIATION agree that if the Town fails to appropriate the budget requested by the COMMITTEE, then the COMMITTEE may reduce the monies budgeted for summer work, staff development, and curriculum development by whatever amounts it deems appropriate.

- H. The COMMITTEE agrees to pay any fees which may be required of teachers for recertification under the provisions of the Education Reform Act.

**ARTICLE XVII
PROTECTION**

A. Indemnification

So far as required by the General Laws of the Commonwealth, the COMMITTEE shall provide indemnification whenever any teachers shall become eligible therefor.

B. Bonding

Teachers who are responsible for handling large sums of cash shall be bonded. Such persons will be designated by the Superintendent and will be bonded for such amounts as h/she considers reasonable.

C. Job-Related Injuries

Whenever a teacher is absent from school as the result of personal injury caused by an accident in the performance of his/her duties or an assault occurring in the course of his/her employment, h/she will be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence up to but not exceeding one continuous calendar year. No portion of this leave will be deducted from accumulated sick leave.

D. Reimbursement for Personal Property

If so recommended by the Superintendent, the COMMITTEE may reimburse teachers for any item of clothing or other personal property that is damaged, destroyed, or stolen within the building during and in the course of his/her employment. The amount of such reimbursement shall depend upon the value of the damage or loss, but in no event shall any such reimbursement exceed one hundred dollars (\$100) unless such loss is covered by insurance or reimbursement is obtained from other sources.

E. Legal Counsel

In the event of employment-related assault and battery upon a teacher, said teacher shall report the incident immediately to his/her supervisor. The COMMITTEE may provide legal counsel to advise the teacher of his/her rights and obligations in connection with the handling of the incident.

**ARTICLE XVIII
NON-RESIDENT TEACHERS**

A non-resident teacher's child who fulfills the minimum age requirement for attendance in the Wayland Public Schools may be permitted by the COMMITTEE to attend the Wayland Public Schools upon approval of the Superintendent of Schools. Any tuition charges for such a child attending the Wayland Public Schools shall be waived by the COMMITTEE.

**ARTICLE XIX
GENERAL**

A. Consultations

Within fifteen (15) days of written notification by either party, the ASSOCIATION and the COMMITTEE (or their representative) will meet to discuss the application or interpretation of any provision of this contract.

B. Access to Information

The COMMITTEE will, upon request, provide the ASSOCIATION with any available non-personal public documents which will assist the ASSOCIATION in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with any other information ordinarily available to the public which may be necessary for the ASSOCIATION to process grievances under the Agreement.

C. Minutes of School Committee Meetings

The Administration will make available copies of approved and released minutes of official COMMITTEE meetings and all other printed materials made available to the public that are distributed to COMMITTEE members at official meetings as soon as possible after such meetings. The ASSOCIATION will make available to the COMMITTEE all printed material distributed to its membership.

D. Labor Management Committee

The parties agree to the establishment of a Labor Management Committee comprised of up to three (3) designees of the COMMITTEE and up to three (3) designees of the ASSOCIATION. The Labor

Management Committee will meet from time to time at the request of either the COMMITTEE or the ASSOCIATION for the purpose of discussing matters of mutual concern.

E. Copies of the Agreement

Copies of this Agreement will be reproduced at COMMITTEE expense and a copy given to each teacher upon their request. An electronic version will be posted on the District's website.

F. Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting but all other provisions or applications will continue in full force and effect.

G. Zipper Clause

This Agreement is the entire Agreement between the parties with respect to the terms and conditions of employment, and it shall be effective during and only during the term hereof unless extended by agreement in writing between the parties hereto. Nothing herein shall impair, affect, or limit in any way the rights and powers of the parties hereto after the expiration of this Agreement.

**ARTICLE XX
SCHOOL COMMITTEE POLICIES**

Before the COMMITTEE changes existing policies with respect to wages, hours, and conditions of employment not part of this Agreement, it will notify the ASSOCIATION of the intended changes and will fulfill its obligations under Chapter 150E of the Massachusetts General Laws.

**ARTICLE XXI
REDUCTIONS IN FORCE**

The parties agree that during the term of this agreement, they will attempt to align the RIF disciplines with the current licensing categories as established by the Department of Education.

- A. Decline in student enrollments, changes in curricular offerings, economic restraints, or other pressing conditions may necessitate the reduction of a number of professional positions in the school system. When the COMMITTEE determines that staff reductions are necessary, it shall, consistent with applicable laws, determine the order in which professional teachers shall be reduced in the following manner: unless within the discipline there is a significant difference in the teachers' performances as evidenced by the most recent three evaluations, length of service as defined below shall prevail. In determining whether a significant difference in the evaluations exist, the judgment of the COMMITTEE shall prevail unless it is determined that the COMMITTEE's decision was not made on a reasonable basis. The evaluations shall be considered to be an accurate reflection of teacher performance and shall not be subject to contrary testimony except as to statements based upon fact (e.g., attendance records as opposed to questions of judgment).

B. Definitions

1. Length of Service

A teacher's length of uninterrupted service in years, months, and calendar days in the Wayland Public Schools. Leaves of absence shall not be considered breaks in service; however, only leave of absence for which salary credit is granted shall be counted as years, months, and calendar days for purposes of this definition. Ties in length of service shall be resolved by lot.

2. One year of service shall be computed as 182½ days. There will be no distinction between full- and part-time service. Time spent on leaves of absence other than leaves with pay, academic study leaves, or sabbatical leaves shall not be computed in determining length of service. Summer work or other service beyond the basic 182½ day work year shall not be counted. Anyone falling back into the bargaining unit from a position outside of the bargaining unit shall be credited with no more than 182½ days, or fraction thereof, for each school year he or she has been employed in Wayland.
3. (a) In the event that a tie in a teacher's length of service results from a teacher having been on layoff status or on a leave of absence for which service credit is not given, said tie shall be resolved by lot as illustrated in the following example:

SENIORITY LIST

TEACHER A

1 TEACHER B

2 TEACHER C

- (b) Teachers B and C had the same length of service. Pursuant to Article XXI, B.1., a lottery was held and Teacher B was determined to be the more senior. Teacher A, who originally had more seniority, took a one-year child rearing leave. Upon return, Teacher A's position on the seniority list will be determined by placing three cards in a box marked ".5," "1.5," and "2.5," respectively. If .5 is drawn, Teacher A retains the seniority position ahead of both Teacher B and Teacher C; if 1.5 is drawn, Teacher A is placed behind Teacher B but ahead of Teacher C; if 2.5 is drawn, Teacher A is placed behind both Teacher B and Teacher C.

4. Lay Off

An unpaid leave of absence to be granted by the COMMITTEE for a period of fifteen (15) months from the effective date of the reduction; provided further that said teacher has waived, in writing, subsequent to receipt of a notice of reduction-in-force, any present or future rights to a dismissal hearing he or she may have pursuant to Chapter 71, Section 42, of the Massachusetts General Laws.

5. Recall

The right to return to a position in the discipline from which a teacher was originally laid off in the reverse order in which said teacher was laid off. The COMMITTEE must vote on each layoff individually, and the order of layoff shall be established by the sequence in which the votes were taken. An up-to-date list of recall order by discipline shall be maintained by the Superintendent and shall be available to the ASSOCIATION upon request.

6. **Termination**

Dismissal pursuant to Chapter 71, Section 42.

7. **Discipline for Reduction In Force** means one of the following:

Academic Center	Health Education/Trainer 9-12
Adapted Physical Education	House Leader 6-8
Applied Science	Latin/Classical Studies 6-12
Art K-12	Library/Media K-12
Biology 9-12	Mandarin 6-12
Business Education 6-12	Mathematics 6-12
Chemistry 9-12	Music/Classroom K-12
Computer K-5; 6-12	Music/Instrumental – Strings
Curriculum Leader/Subject 6-8	Music/Instrumental – Winds/Percussion
Curriculum Specialist K-5	Physical Education K-12
Department Head/Subject 9-12; K-12	Physics 9-12
Director of Athletics 6-12	Reading K-5
Drama K-12	Social Studies 6-12
Early Childhood/Out of District Coordinator	Spanish 6-12
English 6-12	Special Needs/Alternative Class
English Language Learner	Special Needs/Integration Specialist
French 6-12	Special Needs K-5; 6-12
General Science 6-9	Speech and Language Therapist
Grades K-5	Technology Education 6-12
Guidance K-8; 9-12	Work Study
Health Education 6-12	

Teachers will be listed on the Seniority List for each discipline in which they are actually assigned to teach during the school year.

- (a) In the event a leadership position is reduced, teachers so affected shall fall back into the discipline in which they held a leadership position.
 - (b) If the needs of the system so require, the COMMITTEE may broaden the disciplines listed above in determining the discipline from which reductions-in-force shall be made.
- C. 1. Before October 15 of each school year the COMMITTEE agrees to transmit the following information relative to potential liability for Layoff:
- 2. To each teacher and to the ASSOCIATION:
 - (a) A frequency distribution, for the teacher's entire discipline, of scores or ratings assigned by the administration to each previous evaluation which is eligible to be used in connection with RIF decisions within the current school year;
 - (b) An updated seniority list within the discipline.

3. To each teacher:

- (a) His/her scores or ratings by year and his/her average score in a form comparable to that used in the frequency distribution.
- (b) Each report will be scored in whole numbers on a scale of 1 to 3 (one to three) in accordance with the following criteria:
 - Rating 1 A report which, overall, does not meet the requisite standards of performance in relation to the evaluative criteria.
 - Rating 2 A report which indicates an overall level of performance which needs improvement to meet the requisite standards even though it meets or exceeds standards with respect to some criteria.
 - Rating 3 A report which indicates an overall level of performance which meets or exceeds the requisite standards of performance with respect to all criteria.
- (c) Each evaluation report is scored following a reading by the Superintendent or his/her designee.
- (d) It is understood and agreed that the scores serve only as a guide for reduction in force decisions and are not necessarily dispositive of the final determination.
- (e) It is also understood and agreed that the scores on all evaluations are subject to Article III only at the time that those evaluations are used in making a reduction-in-force decision.
- (f) Any teacher whose evaluation receives a different score from the Superintendent or his/her designee than was assigned by the primary evaluator may request a conference to discuss the discrepancy. The conference shall be attended by the teacher, the primary evaluator, the Superintendent or his/her designee, and, if the teacher so requests, a representative of the ASSOCIATION. Any participant of the conference may append, as an addendum to the evaluation, a record of the conference. If the ASSOCIATION has not been a participant, the ASSOCIATION will be informed by the Superintendent or his/her designee of the result of the conference as follows:
 - i. The date the conference occurred and the name of the teacher.
 - ii. Whether or not the evaluation score has been changed and, if so, in which direction.
- (g) For the purposes of this article, ratings assigned to evaluation reports prior to the 1998-1999 school year will be brought into conformity with the system specified above as follows:

OLD SYSTEM RATING	NEW SYSTEM RATING
1	1
2	2
3, 4, 5	3

D. Notification

1. When a reduction in force (RIF) is to take place, the COMMITTEE shall give written notice to the affected teachers prior to the May 15 preceding the effective date of the reduction which shall be the subsequent July 1. If the teacher wishes to have layoff status rather than termination, said teacher must so notify the Superintendent in writing within ten (10) school days of the receipt of the RIF notice.
2. The "Notification" from the COMMITTEE shall be given by the Superintendent of Schools upon general authorization by the COMMITTEE to implement the reduction-in-force procedure without the need for the COMMITTEE to act upon specific personnel with respect to reductions in force.
3. A copy of any notifications from the COMMITTEE will be delivered to the President of the Wayland Teachers' Association within seven (7) days of delivery to the personnel involved.

E. Recall

1. If, subsequent to a RIF notice, a vacancy occurs in a discipline from which teachers have been reduced and elected layoff status, a recall notice shall be sent via certified mail to the teacher most recently reduced from the discipline in which the vacancy exists. If a teacher fails to notify the Superintendent within fourteen (14) calendar days of the issuance of a recall notice of his/her intent to accept recall, said teacher shall forfeit all rights and benefits provided for in this Agreement. A teacher who accepts recall must commence work on the date set forth in the recall notice or within twenty-one (21) calendar days, whichever is later. A teacher who accepts recall shall have all benefits accrued up to June 30th of the school year in which the RIF notice was given restored upon recall. Teachers with recall benefits are required to keep the Superintendent informed of their current mailing address.
2. Teachers who have accepted layoff status shall, during the recall period, be sent copies of all notifications of vacancies issued pursuant to Article X of this Agreement. If a teacher with recall benefits is hired for a vacancy outside of the discipline from which h/she was reduced, h/she shall have all rights and benefits accrued up to June 30th of the school year in which the RIF notice was given restored upon recall. During the recall period, teachers shall be entitled to participate in any group health and/or life insurance programs available to any teacher on leave of absence without pay, provided the teacher pay the entire cost of insurance premiums within 30 days of the billing date as issued by the Town Treasurer. The professional status of a teacher who has been recalled shall be determined in accordance with applicable law.
3. A teacher on leave of absence pursuant to Article VII shall be considered as if she/he were on active duty for purposes of this Article.

F. Within the disciplines set forth above, all teachers progressing toward professional status shall be reduced first.

G. A teacher's right pursuant to Article XXI, Section E, shall take precedence over any transfer request except in those circumstances in which a teacher was initially transferred at the administration's initiative out of a discipline in which a reduction in force was scheduled to take place thereby reducing the number of teachers who had to be laid off; in such cases, the administratively-transferred teacher may elect to return to the discipline from which h/she came even though a teacher on layoff status has recall rights to that discipline, provided such an option is exercised prior to the beginning of

the fourth school year following the administratively-initiated transfer. A vacancy exists for purposes of posting only after the COMMITTEE has met its obligations pursuant to state law and/or the provision of Article XXI. Transfers, except as provided for in Article IX, Section F, may only take place when there is a vacancy.

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**ARTICLE XXII
SALARY AND STIPEND SCHEDULES**

A. Basic Salaries

**Employees Hired Prior to July 1, 2013
Effective July 1, 2014**

	B	B+15	M	M+30	M+60	M+75	D
1	44,831	45,913	47,538	49,695	51,789	52,539	56,161
2	46,989	48,069	49,965	52,388	54,543	55,293	58,864
3	49,156	50,226	52,371	55,080	57,237	57,987	61,553
4	53,464	54,803	57,237	60,469	62,626	63,376	66,941
5	55,621	56,697	59,663	63,075	65,333	66,083	69,635
6	57,782	58,854	62,094	65,866	68,020	68,770	72,338
7	59,926	60,848	64,515	68,560	70,720	71,470	75,030
8	62,096	63,170	66,941	71,257	73,415	74,165	77,735
9	64,249	65,332	69,379	73,950	76,104	76,854	80,431
10	77,581	78,104	76,098	76,658	78,815	79,565	83,121
11			76,920	79,353	81,505	82,255	85,822
12			88,368	97,219	103,255	104,005	108,002

**Employees Hired On or After July 1, 2013
Effective July 1, 2014**

	B	B+15	M	M+30	M+60	M+75	D
1	44,647	44,948	46,381	51,027	54,195	54,945	56,687
2	46,751	47,066	48,567	53,431	56,749	57,499	59,358
3	48,954	49,284	50,855	55,949	59,423	60,173	62,155
4	51,261	51,606	53,252	58,585	62,223	62,973	65,083
5	53,676	54,038	55,761	61,346	65,155	65,905	68,150
6	56,205	56,584	58,388	64,237	68,225	68,975	71,362
7	58,854	59,251	61,140	67,263	71,439	72,189	74,724
8	61,627	62,043	64,020	70,433	74,806	75,556	78,245
9	64,531	64,966	67,037	73,752	78,331	79,081	81,932
10	67,572	68,027	70,196	77,227	82,022	82,772	85,793
11	70,756	71,233	73,504	80,866	85,886	86,636	89,835
12	74,090	74,589	76,967	84,676	89,933	90,683	94,068
13	77,581	78,104	80,594	88,666	94,171	94,921	98,501
14			84,392	92,844	98,609	99,359	103,142
15			88,368	97,219	103,255	104,005	108,002

**Employees Hired Prior to July 1, 2013
Effective July 1, 2015**

	B	B+15	M	M+30	M+60	M+75	D
1	45,504	46,601	48,251	50,440	52,566	53,327	57,004
2	47,694	48,790	50,715	53,174	55,362	56,123	59,747
3	49,894	50,980	53,156	55,906	58,096	58,857	62,477
4	54,266	55,625	58,096	61,376	63,566	64,327	67,946
5	56,455	57,547	60,558	64,021	66,313	67,074	70,680
6	58,649	59,737	63,025	66,854	69,040	69,801	73,423
7	60,825	61,761	65,482	69,589	71,781	72,542	76,155
8	63,027	64,118	67,946	72,326	74,516	75,277	78,901
9	65,213	66,312	70,420	75,060	77,245	78,007	81,637
10	78,744	79,276	77,239	77,807	79,997	80,759	84,368
11			78,074	80,543	82,728	83,489	87,109
12			89,694	98,678	104,804	105,565	109,623

**Employees Hired On or After July 1, 2013
Effective July 1, 2015**

	B	B+15	M	M+30	M+60	M+75	D
1	45,317	45,623	47,077	51,792	55,008	55,769	57,537
2	47,452	47,772	49,295	54,233	57,600	58,361	60,248
3	49,688	50,023	51,618	56,788	60,314	61,075	63,087
4	52,030	52,381	54,050	59,464	63,156	63,917	66,060
5	54,481	54,849	56,597	62,266	66,132	66,893	69,173
6	57,048	57,433	59,264	65,200	69,248	70,009	72,432
7	59,737	60,140	62,057	68,272	72,511	73,272	75,845
8	62,551	62,973	64,981	71,489	75,928	76,689	79,419
9	65,499	65,941	68,043	74,858	79,506	80,267	83,161
10	68,585	69,048	71,249	78,385	83,252	84,013	87,080
11	71,817	72,301	74,606	82,079	87,175	87,936	91,183
12	75,201	75,708	78,122	85,947	91,282	92,044	95,479
13	78,744	79,276	81,803	89,996	95,584	96,345	99,978
14			85,657	94,237	100,088	100,849	104,690
15			89,694	98,678	104,804	105,565	109,623

**Employees Hired Prior to July 1, 2013
Effective July 1, 2016**

	B	B+15	M	M+30	M+60	M+75	D
1	46,414	47,533	49,216	51,449	53,617	54,394	58,144
2	48,647	49,766	51,729	54,237	56,469	57,245	60,942
3	50,892	51,999	54,219	57,024	59,258	60,034	63,726
4	55,351	56,737	59,258	62,604	64,837	65,614	69,304
5	57,584	58,698	61,769	65,302	67,639	68,415	72,094
6	59,822	60,932	64,286	68,191	70,421	71,197	74,891
7	62,042	62,996	66,792	70,980	73,216	73,993	77,678
8	64,288	65,400	69,304	73,773	76,006	76,783	80,479
9	66,517	67,638	71,828	76,561	78,790	79,567	83,270
10	80,319	80,861	78,784	79,364	81,597	82,374	86,055
11			79,635	82,154	84,382	85,159	88,851
12			91,487	100,651	106,900	107,676	111,815

**Employees Hired On or After July 1, 2013
Effective July 1, 2016**

	B	B+15	M	M+30	M+60	M+75	D
1	46,223	46,535	48,019	52,828	56,108	56,884	58,688
2	48,401	48,728	50,281	55,317	58,752	59,528	61,453
3	50,682	51,024	52,650	57,924	61,520	62,297	64,349
4	53,070	53,428	55,131	60,653	64,419	65,196	67,381
5	55,571	55,946	57,729	63,511	67,455	68,231	70,556
6	58,189	58,582	60,449	66,504	70,633	71,410	73,881
7	60,931	61,342	63,298	69,638	73,961	74,738	77,362
8	63,802	64,233	66,280	72,919	77,446	78,223	81,007
9	66,809	67,259	69,404	76,355	81,096	81,872	84,824
10	69,957	70,429	72,674	79,953	84,917	85,693	88,821
11	73,253	73,747	76,098	83,721	88,918	89,695	93,007
12	76,705	77,222	79,684	87,665	93,108	93,885	97,389
13	80,319	80,861	83,439	91,796	97,495	98,272	101,978
14			87,371	96,122	102,089	102,866	106,783
15			91,487	100,651	106,900	107,676	111,815

B. Leadership Stipends

Position	2014-2015	2015-2016	2016-2017
Department Heads (K-12)	7,831	7,949	8,108
Curriculum Leaders (6-8)	7,340	7,451	7,600
Department Heads (9-12)	7,340	7,451	7,600
Elementary Curriculum Liaison	7,340	7,451	7,600
House Leaders (6-8)	7,340	7,451	7,600
Special Needs Team Leaders (K-8)	3,672	3,727	3,802

C. Co-Curricular Stipends**Group I. 200+ Hours per Year**

Position	2014-2015	2015-2016	2016-2017
Football	8,391	8,391	8,391
Yearbook	8,391	8,391	8,391
Cheerleading (Fall)	6,291	6,291	6,291
Football Assistant	6,291	6,291	6,291

Group II. 150-200 Hours per Year

Position	2014-2015	2015-2016	2016-2017
Baseball	7,039	7,039	7,039
Basketball (Boys)	7,039	7,039	7,039
Basketball (Girls)	7,039	7,039	7,039
Cross Country	7,039	7,039	7,039
Field Hockey	7,039	7,039	7,039
Golf	7,039	7,039	7,039
Lacrosse (Boys)	7,039	7,039	7,039
Lacrosse (Girls)	7,039	7,039	7,039
Skiing	7,039	7,039	7,039
Soccer (Boys)	7,039	7,039	7,039
Soccer (Girls)	7,039	7,039	7,039
Softball	7,039	7,039	7,039
Spring Track (Boys)	7,039	7,039	7,039
Spring Track (Girls)	7,039	7,039	7,039
Swimming	7,039	7,039	7,039
Tennis (Boys)	7,039	7,039	7,039
Tennis (Girls)	7,039	7,039	7,039
Winter Track (Boys)	7,039	7,039	7,039
Winter Track (Girls)	7,039	7,039	7,039
Wrestling	7,039	7,039	7,039
Musical (HS)	7,039	7,039	7,039

Group II, cont.

Position	2014-2015	2015-2016	2016-2017
Senior Class Advisor	7,039	7,039	7,039
Volleyball Coach	7,039	7,039	7,039
Baseball Assistant	5,279	5,279	5,279
Basketball Assistant	5,279	5,279	5,279
Cross Country Assistant	5,279	5,279	5,279
Field Hockey Assistant	5,279	5,279	5,279
India Exchange (travel year) (HS)	5,279	5,279	5,279
Lacrosse (Boys) Assistant	5,279	5,279	5,279
Lacrosse (Girls) Assistant	5,279	5,279	5,279
Skiing Assistant	5,279	5,279	5,279
Soccer (Boys) Assistant	5,279	5,279	5,279
Soccer (Girls) Assistant	5,279	5,279	5,279
Softball Assistant	5,279	5,279	5,279
Spring Track (Boys) Assistant	5,279	5,279	5,279
Spring Track (Girls) Assistant	5,279	5,279	5,279
Swimming Assistant	5,279	5,279	5,279
Tennis Assistant	5,279	5,279	5,279
Cheerleading (Winter)	5,279	5,279	5,279
Volleyball Assistant	5,279	5,279	5,279
Winter Track Assistant	5,279	5,279	5,279
Wrestling Assistant	5,279	5,279	5,279
Basketball (Boys) (MS)	3,960	3,960	3,960
Basketball (Girls) (MS)	3,960	3,960	3,960
Drama: Fall Play (MS)	3,960	3,960	3,960
Drama: Spring Musical (MS)	3,960	3,960	3,960
Field Hockey (MS)	3,960	3,960	3,960
Fifth Grade Play	3,960	3,960	3,960
Vocal/Pit Band Director (MS)	3,960	3,960	3,960
Soccer (Boys) (MS)	3,960	3,960	3,960
Soccer (Girls) (MS)	3,960	3,960	3,960
Track (MS)	3,960	3,960	3,960
Assistant Coaches (MS)	2,968	2,968	2,968

Group III. 100-150 Hours Per Year

Position	2014-2015	2015-2016	2016-2017
Academic Decathlon (HS)	3,010	3,010	3,010
Band Director (MS)	3,010	3,010	3,010
Band Director (HS)	3,010	3,010	3,010
French Club (HS)	3,010	3,010	3,010
Homework Club (MS)	3,010	3,010	3,010

Group III, cont.

Position	2014-2015	2015-2016	2016-2017
India Exchange (non-travel year) (HS)	3,010	3,010	3,010
Junior Class (HS)	3,010	3,010	3,010
Latin Club (HS)	3,010	3,010	3,010
Math Team (HS)	3,010	3,010	3,010
Math Team (MS)	3,010	3,010	3,010
Media Services (HS)	3,010	3,010	3,010
Media Services (MS)	3,010	3,010	3,010
Mock Trial (HS)	3,010	3,010	3,010
WSPN (HS)	3,010	3,010	3,010
Newspaper (MS)	3,010	3,010	3,010
Outing Club	3,010	3,010	3,010
Robotics	3,010	3,010	3,010
Science Team (HS & MS)	3,010	3,010	3,010
Service Learning (HS)	3,010	3,010	3,010
Service Learning (MS)	3,010	3,010	3,010
Spanish Club (HS)	3,010	3,010	3,010
Weight Room Supervisor	3,010	3,010	3,010
WSPN (HS)	3,010	3,010	3,010
Yearbook (MS)	3,010	3,010	3,010

Group IV. 50-100 Hours Per Year

Position	2014-2015	2015-2016	2016-2017
A Capella Club	2,003	2,003	2,003
Asian Club (HS)	2,003	2,003	2,003
Athletic Trainer (MS)	2,003	2,003	2,003
Band Director (Elem)	2,003	2,003	2,003
Business Careers (HS)	2,003	2,003	2,003
Choral Music (MS)	2,003	2,003	2,003
Community Service	2,003	2,003	2,003
Freshman Class (HS)	2,003	2,003	2,003
Intervention Team (HS)	2,003	2,003	2,003
Intramural Coordinator (MS)	2,003	2,003	2,003
Literary Magazine (HS & MS)	2,003	2,003	2,003
Master Schedule Assistant	2,003	2,003	2,003
MCAS Coordinator (Elem) (3)	2,003	2,003	2,003
MCAS Coordinator (MS) (1)	2,003	2,003	2,003
Mock Trial (MS)	2,003	2,003	2,003
Morning Wellness Advisor (MS)	2,003	2,003	2,003

Group IV, cont.

Position	2014-2015	2015-2016	2016-2017
Musical: Asst. Director (MS)	2,003	2,003	2,003
Trip Coordinator (MS) (2)	2,003	2,003	2,003
Photography (MS)	2,003	2,003	2,003
Poetry Club (HS)	2,003	2,003	2,003
SADD (HS)	2,003	2,003	2,003
School Peer Advisor	2,003	2,003	2,003
Science Club (MS)	2,003	2,003	2,003
Senior Independent Project	2,003	2,003	2,003
Service Learning (Elem)	2,003	2,003	2,003
Sophomore Class (HS)	2,003	2,003	2,003
Study Abroad Advisor (3)	2,003	2,003	2,003
Testing Coordinator (HS)	2,003	2,003	2,003
W.H.Y. Club (HS)	2,003	2,003	2,003

Group V. Up to 50 Hours Per Year

Position	2014-2015	2015-2016	2016-2017
Advisory Curriculum Coordinator	1,505	1,505	1,505
After School Art (Elem)	1,505	1,505	1,505
After School Sports (Elem)	1,505	1,505	1,505
After School Chorus (Elem)	1,505	1,505	1,505
Amnesty International (HS)	1,505	1,505	1,505
Art Club (MS)	1,505	1,505	1,505
BATHE	1,505	1,505	1,505
Boston Friends (Elem)	1,505	1,505	1,505
Close-Up Program (HS)	1,505	1,505	1,505
Computer Club (MS)	1,505	1,505	1,505
Environmental Club (HS)	1,505	1,505	1,505
Gay Straight Alliance	1,505	1,505	1,505
Geography Club (Elem)	1,505	1,505	1,505
Intramurals	1,505	1,505	1,505
Inventors Club (Elem)	1,505	1,505	1,505
Mini-Store (Elem)	1,505	1,505	1,505
National Honor Society (HS)	1,505	1,505	1,505
SABSE (HS)	1,505	1,505	1,505
Social Competency (Elem)	1,505	1,505	1,505
Strings Director (3- 8)	1,505	1,505	1,505
Triage Coordinator	1,505	1,505	1,505
Water Warriors	1,505	1,505	1,505

GROUP VI. Mentoring

Position	2014-2015	2015-2016	2016-2017
Mentor Teacher (For First Year Teacher)	505	505	505
Mentor Teacher (For Second Year Teacher)	253	253	253
Mentor Program Committee Member	1,010	1,010	1,010

D. Mechanism for Adding a Position

1. Written proposal submitted to building Principal by October 15 of a given year for club/activity on a non-paid basis for minimum of one year.
2. Written proposal should include a recommendation to include the position, in its proper grouping, in the following year's budget. This is in the event the stipended activity/club is approved.
3. Building Principal must approve the addition in the first year of a non-paid advisor.
4. The Principal and the Superintendent (or designee) must approve any paid positions.
5. Pay for a new position is to be negotiated based upon the criteria for grouping (contact hours with students) and be justifiable in terms of enrollment, interest, and financial viability.

E. Other Stipends

1. Supervision of overnight educational activities: Each teacher receives \$136.62/night.
2. Chaperoning activities during non-school hours: Each teacher receives \$38.29/hour.
3. Home teaching and tutorial fees shall be set at a minimum \$65.57/hour.

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**ARTICLE XXIII
DURATION**

- A. This Agreement will be effective as of July 1, 2014, and will continue and remain in full force and effect until June 30, 2017.
- B. This document constitutes the entire Agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts.
- C. All proposals and counterproposals which were made during negotiations but not included within this Agreement have been withdrawn without prejudice to either party. All rights and benefits which the parties had as part of the prior agreement remain in full force and effect except as specifically modified by the language of this Agreement.

This Agreement having been duly ratified, the parties hereto affix their signatures.

FOR THE
WAYLAND SCHOOL COMMITTEE

12/15/14
Date



Ellen Grieco, Chair

FOR THE
WAYLAND TEACHERS' ASSOCIATION, INC.

12/05/2014
Date



Matthew Daniels, President

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ATTACHMENTS

“A” SICK LEAVE BANK REGULATIONS

“B” TEACHER EVALUATION HANDBOOK

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SICK LEAVE BANK REGULATIONS

In order to implement the provisions of ARTICLE VII D of the Agreement Between the Wayland Teachers' Association 1972-73, as the same may be amended from time to time, the following regulations are hereby adopted:

I. MEMBERSHIP

- A. Any individual who is eligible for membership in the bargaining unit as defined in ARTICLE I RECOGNITION shall be a member of the Sick Leave Bank and shall contribute one day of sick leave for membership in the Sick Leave Bank.

II. BENEFITS

- A. Any member who shall have exhausted his/her sick leave accumulated pursuant to ARTICLE VII A of the aforesaid Agreement shall be eligible to withdraw up to ninety (90) sick leave days (hereinafter referred to as "benefit days") from the Bank on account of any one illness upon submitting a written application therefor to the Sick Leave Bank Committee accompanied by a statement of the applicant's physician testifying to the illness. Members are eligible for Sick Leave Bank coverage up to the point at which the Town's disability insurance program becomes effective.
- B. It is desirable that all such applications for benefits shall be filed with the Superintendent or his/her designee at least five days before the expiration of the member's accumulated sick leave. Any member who is not physically able to submit a written application for benefit days shall be eligible for benefit days as his/her membership application shall be deemed an intention to apply for such benefit.
- C. Applications shall be processed and considered in order of receipt. In the event that approval of one or more applications for benefit days would result in depletion of the Sick Leave Bank, the Committee shall assign the benefit days remaining as equitably as possible among those teachers whose applications shall then be pending.

III. ADMINISTRATION

- A. The Sick Leave Bank shall be managed and administered by the Sick Leave Bank Committee consisting of four members, two to be appointed by the Wayland Teachers' Association and two to be appointed by the Superintendent. The Chairperson shall be selected by the Wayland Teachers' Association. All members serve at the pleasure of the party that appointed them.
- B. The Committee shall process and consider all applications for benefit days within one week of receipt and shall assign such days from time to time to members who shall be eligible for such benefits.
- C. All actions of the Committee shall require the affirmative vote of no fewer than three members.
- D. Any member who shall be aggrieved by the neglect or failure of the Committee to assign one or more benefit days in response to any application shall be granted an informal hearing by the Committee within one week after it has received a written request therefor; and the Committee may, thereupon, reconsider its decision.
- E. Any member who shall be aggrieved by the neglect or failure of the Sick Leave Bank Committee to reconsider its decision after such informal hearing may submit a written statement to the School Committee setting forth the facts and arguments upon which he or she relies in claiming

the benefits applied for. The School Committee may require that an applicant for sick leave bank benefits be examined by a physician mutually agreed to by the School Committee and the Association; provided that the School Committee pays for the physician's fees to the extent that they are not covered by the teacher's health insurance. The School Committee shall, within fourteen days of receiving the application or the physician's report, if requested, notify the member of its decision.

- F. In the event a member shall be aggrieved by the School Committee's decision or its failure to render a timely decision, the Association may file for expedited Arbitration of the claim for benefits under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon all parties. Costs of the arbitration shall be borne equally by the Association and the School Committee.
- G. On September 1 and December 15 of each year, the Committee shall notify all teachers, through the Superintendent or his/her designee, of the number of members participating in the Sick Leave Bank and the number of benefit days then in the Bank. Members may, of course, obtain such information from the Superintendent or his/her designee.
- H. The Committee shall submit a report of its operations to the Superintendent of Schools and the President of the Association no less frequently than once each year, and make such recommendations on matters of policy and procedure as it may consider appropriate.
- I. The Sick Leave Bank Committee shall have the right to waive the required documents provided for in ARTICLE II, Sections A, B, and C, and to grant sick leave bank benefit days to members in the absence of one or both of the letters from the applicant and/or his/her physician.
- J. (1) The Superintendent or his/her designee shall provide each employee eligible for Sick Leave Bank membership with a copy of Sick Leave Bank Regulations within five school days of the opening of school in September.
(2) The Superintendent or his/her designee shall provide this material to any eligible employee within five school days of the initial day of employment in Wayland if hired after September 1st.
(3) The Superintendent or his/her designee shall notify the Chairman of the Sick Leave Bank of any eligible employee who has been hired after September 1st within five school days of the hiring of that employee.
- K. The Sick Leave Bank Committee may consider an individual member's sick leave record in determining the eligibility of that member to receive benefit days from the Sick Leave Bank.
- L. In the event of an on-the-job injury, the sick leave bank may be used to supplement the compensation allowable under the Worker's Compensation Act up to 100% of the employee's regular compensation exclusive of any other amounts awarded pursuant to the Act. In such a case, the application for sick leave bank benefits will be processed and paid in the normal fashion; and the teacher will be responsible to reimburse the Town the amount of any double payment which may result from a subsequent award of benefits under the Worker's Compensation Act.
- M. The Sick Leave Bank Committee may require further contribution of teacher sick leave days if the Town of Wayland ceases to purchase and provide fully funded disability insurance.

Revised 9/15/81; 3/9/82; Approved: Wayland School Committee 9/14/81; 3/8/82. Approved: Wayland Teachers' Association Executive Board 9/10/81; 3/4/82. Revised 5/86; Revised 5/89; Revised 10/13.

WAYLAND PUBLIC SCHOOLS
Wayland, Massachusetts

TEACHER EVALUATION HANDBOOK

Teacher Evaluation Handbook

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1) **Purpose of Educator Evaluation**

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

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

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

- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals to improving the Educator’s unsatisfactory performance. The Evaluator, with input from the Educator with PTS and the Wayland Teachers Association, as to length of time necessary for the Educator with PTS to make progress, shall develop the improvement plan. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate

administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in

targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) **Parties:** The parties to this Agreement are the Wayland School Committee and the Wayland Teachers Association.
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture

- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English

Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

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

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the

evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

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

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

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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

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

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

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

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

11) **Observations**

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

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

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

the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

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

12) **Evaluation Cycle: Formative Assessment**

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

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

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

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

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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

16) **Educator Plans: Developing Educator Plan**

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

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student

learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

18) **Educator Plans: Directed Growth Plan**

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

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 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 Association attend the meeting(s).
 - iii) The Association shall be notified when an Educator is placed on an improvement plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

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

A. Educators with PTS on Two Year Plans

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

B. Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in 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.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree that the Labor/Management Committee shall meet periodically over the period of 2013-2017 to review, refine, and recommend changes in the contract language

on evaluations. Such recommended changes shall be the subject of collective bargaining between the parties for a successor agreement.

- F) Violations of this article are subject to the grievance and arbitration procedures. The parties agree that the deletion of the second and third sentences from Section 26(E) of the DESE model collective bargaining language on evaluations shall not constitute bargaining history for use as evidence in a proceeding.
- G) The parties agree that no information from the district-determined measures shall be used to determine an Educator's ratings during the 2013-2014 school year.

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