

AGREEMENT BETWEEN

THE NEW SALEM/WENDELL SCHOOL COMMITTEE

AND

THE SWIFT RIVER EDUCATION ASSOCIATION

JULY 1, 2018 - JUNE 30, 2021

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AGREEMENT BETWEEN
THE NEW SALEM/WENDELL SCHOOL COMMITTEE
AND
THE SWIFT RIVER EDUCATION ASSOCIATION

Pursuant to the provision of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this contract is made this twenty-eighth day of August, 2018 by the NEW SALEM/WENDELL UNION SCHOOL COMMITTEE (hereinafter sometimes referred to as the Committee) and the SWIFT RIVER EDUCATION ASSOCIATION (hereinafter sometimes referred to as the Association), an affiliate of the Massachusetts Teachers Association and the National Education Association.

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of New Salem and Wendell and recognizing also our responsibilities to the citizens of New Salem and Wendell, we the undersigned parties to this contract declare that the following principles, procedures, terms and conditions of employment are hereby adopted:

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

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

That harmonious relations between the Committee and the Association are important in carrying out our responsibilities to the citizens and children of New Salem and Wendell and that harmonious relations will be best achieved when the responsibilities and authority of each party to this Contract is understood by all, and when there is opportunity for the free exchange of views among the staff, between the staff, the Principal, the Superintendent, and the School Committee in all of the areas that affect the education of children.

ARTICLE I RECOGNITION OF BARGAINING AGENT

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and the resolution of any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of:

all teachers, nurses, school psychologists, and professional employees not required to supervise or manage other members of the bargaining unit.

ARTICLE 2 COMMITTEE RIGHTS

Except as expressly modified or restricted by a specific provision of the Agreement and except, if considered a mandatory subject of collective bargaining under the Massachusetts General Laws, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Committee, the Superintendent, and/or the Principal; including, but not limited to the right to hire, assign and transfer employees, to direct the work of employees, to determine the number of employees, to set the standards of effectiveness, to determine the personnel, methods, means, and facilities by which operations are conducted, to discipline employees, to use independent contractors or consultants subject to any statutory collective bargaining obligations; to expand, reduce, alter, combine, transfer, assign or cease any position, program, operation, or service; to provide and set supplemental compensation or employment for services outside the contractually agreed upon work day and/or work year; to maintain the efficiency of operations; to control and regulate the use of equipment, methods, or materials; to issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the committee and to direct the committee's employees.

ARTICLE 3 DURATION

This contract shall be effective as of July 1, 2018 and shall continue in force until June 30, 2021.

ARTICLE 4 NEGOTIATION FOR SUCCESSOR AGREEMENT

If a successor agreement is not reached before the expiration date of the existing contract, the existing contract shall remain until a successor agreement is reached or until one hundred twenty days after notice of termination is given by either party.

ARTICLE 5 PAYROLL DEDUCTIONS

The Committee shall certify to the District Treasurer payroll deductions for a minimum of the following:

- Payment of dues directly to the Massachusetts Teachers Association;
- Direct bank deposits to not more than three (3) accounts to a bank of the employee's choice;
- Tax sheltered annuities or their equivalent.

ARTICLE 6 THE WORK YEAR FOR TEACHERS

The work year for employees covered by this contract shall end no later than June 30 and shall not exceed a total of 185 days except that new personnel may be required to attend orientation sessions prior to the start of the work year.

The work year shall begin no earlier than the Monday before Labor Day except that the School Committee may establish an earlier start to the work year in order to respond to State or Federal Government encouragement or financial incentives for doing so and provided that the starting date is set and communicated to the Association at least 120 days in advance of said starting date. As an additional exception, when school starts prior to Labor Day, by the prior June 1st each team and the principal will set up a day during the summer to meet which will constitute one of the required professional days be contract. Any team unable to mutually agree to a summer date will be required to meet on the Friday prior to the Monday prior to Labor Day.

The Committee will strive to provide:

1. The equivalent of one (1) duty-free and meeting-free day for teacher preparation prior to the start of the school year for students;
2. The equivalent of one (1) duty-free and meeting-free day for completion of routine school obligations after the school year ends for students;
3. Time during the school year to facilitate on site consultations between teachers and support staff charged with the responsibility of student assessments and individual education plans.

Employees required to work outside of the work year outlined above shall be compensated at a per diem rate of 1/185th of their annual salary. Nothing in this article shall prevent the School Committee from hiring employees outside the work year at a different rate to work on special projects for which they have voluntarily applied.

ARTICLE 7

THE SCHOOL DAY FOR TEACHERS

The parties recognize that full-time teachers work in excess of forty (40) hours in a full week. A portion of that time, however, is away from school and not during conventional working hours. The purpose of this provision is to define the in-school working hours of the teachers.

Every work day, teachers must be in school between 8:15 am and 3:30 pm and will strive to be in school no later than 8:05 am. Every school day morning, teachers must be available to work with children at 8:20 am. The committee recognizes that teachers commit a substantial portion of their time to work at school after 3:30 pm at tasks that are a product of their own direction or at work developed independently as a result of the nature of their work. However, teachers may also be required to be at the school site or elsewhere after 3:30 pm or before 8:05 am under the direction of the School Committee or its representatives for work the employer believes to be of sufficient importance and/or sufficient urgency to require that attention. So long as it is practical, teachers will be consulted about the scheduling of these requirements.

These requirements will not be so frequent as to be unreasonable. However, they will be sufficient to achieve the provision of the highest quality, effective instruction, school programming, and school-community relations.

1. Unless urgent matters require their attention, teachers may leave school at 3:15 pm on Fridays and the day before a holiday or vacation period and as soon as is reasonably possible after children leave school on the Wednesday before Thanksgiving and on a day children are sent home early because of dangerous conditions.

2. Special Education team meetings will occasionally be scheduled to begin in late afternoon or at 8:00 am, but generally speaking, meetings will be scheduled during the school day or immediately after student dismissal will generally not be scheduled with the intention that they last beyond 4:15 pm. A reasonable effort will be made to balance the number of meetings held during the school day against those held at 3:15 pm. However, the primary consideration in scheduling meetings and conferences will be the need to provide satisfactorily for the instruction of children.

3. Parent/teacher conference dates, if scheduled, are formalized and entered on the school calendar. Conferences will be scheduled from 1:00 pm - 4:00 pm on three of the four conference days twice per year and for up to five hours beginning at 1:00 pm and concluding at 8:00 pm on a fourth day.

A reasonable effort will be made to provide:

1. A duty free lunch period of at least twenty-five (25) consecutive minutes;
2. A non-teaching professional period for classroom teachers between twenty (20) and thirty (30) consecutive minutes and non-teaching professional time for other teachers and professionals between (20) and thirty (30) minutes;
3. Alternatives to daily teacher supervision of student breakfast.

Unless released time has an adverse effect on the school district meeting state-mandated school time requirements, released time for 1:00 pm - 3:30 pm one day per week will

continue to be available for curriculum and professional development for the duration of this agreement.

Teachers will be notified as soon as possible of their teaching assignment and room location for the following September. Teachers will be consulted about changes in their assignments.

ARTICLE 8 PROTECTIONS FOR TEACHERS

No teacher with professional status shall be dismissed or suspended without pay except with just cause. Teachers may only be disciplined, reduced in rank or compensation, denied an increment, suspended with or without pay, or dismissed if such action is reasonable, fair, and honest and not arbitrary or irrational. Acts of the School Committee or Administration in the case of suspension must be consistent with current laws and regulations (e.g. M.G.L., c.71. s.42D).

The Committee will not discriminate against teachers on account of race, religion, creed, color, national origin, sex, marital status, age, mental or physical disability, sexual orientation, gender identity, or teacher association activity except in so far as permitted by state and federal statutes. Violations of this paragraph of the agreement are not subject to arbitration.

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

If a written or serious complaint is made to the administration or committee then the district will make reasonable efforts to inform the teacher of those complaints within three working days of those receipts. A serious complaint is a complaint which, if true, would be a basis for discipline.

If a signed complaint by a parent, student, or other person about a teacher is to be used in an evaluation or otherwise inserted in the teacher's personnel file, the teacher will be previously informed of the intent to use that complaint. A complaint may be included in a teacher's personnel file only if, in the evaluator's professional judgment, the complaint has a reasonable basis. In all cases, a teacher may file a statement to be attached to the complaint. When a complaint or concern is received about a teacher's professional conduct, the School Committee and the school administration will exercise reasonable discretion in order to provide appropriate privacy and professional respect.

A complaint (signed or unsigned) will not be placed in a file until the teacher has been notified and given the right to a hearing about the complaint. Bargaining unit members

will be notified in advance who will be attending any meeting. The complaint, if still deemed credible, may be placed in the personnel file after the hearing. Subject to any revisions agreed to at the hearing, the evaluation will be complete after the hearing.

It is the goal of the School Committee and the Association that when people have complaints about individual teachers, they resolve those complaints with the teachers. When, in the opinion of the district, an effort toward resolution seems wise and appropriate, complainants will be encouraged to discuss their complaints with teachers. When, in the opinion of the district, further efforts toward resolution seem wise and appropriate, complainants will be encouraged to seek resolution through meetings with the principal, superintendent, and the school committee.

ARTICLE 9 THE EVALUATION OF TEACHERS

The evaluation process shall meet the requirements of MGL Ch. 71 Sec. 38 and the requirements of 603 CMR 35.00 (all sections). Please refer to Appendix B for the complete SRS Educator Evaluation Plan which has been approved by the Department of Elementary and Secondary Education.

ARTICLE 10 GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. A "complaint" is defined as an oral claim from the Association or an employee, that the contract between the Committee and the Association has not been applied when it ought to have been, has been misapplied, or misinterpreted by the Committee in a way which has adversely affected an employee or group of employees.

2. A "grievance" is defined as a written claim from the Association that the contract between the Committee and the Association has not been applied when it ought to have been, has been misapplied, or misinterpreted by the Committee in a way which has adversely affected an employee or a group of employees. All grievances shall be signed by the aggrieved employee and the Association. That grievance shall state the

date the grievance has been filed, a statement of the grievance, the remedy sought, and the Article or Articles of this Agreement alleged to have been violated.

3. An "employee" means an individual represented by the Association.

4. A "day" is a regularly scheduled teacher contract day except during the school summer vacation when a day shall mean a weekday, exclusive of legal holidays.

C. Procedures and Time Limits

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

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

3. By initiation of arbitration under the grievance procedure the grievant and the Association elects and agrees that these procedures shall be the exclusive and sole means of resolving the grievance and waive any statutory remedy as a condition precedent to initiating arbitration. The Association will not pursue a grievance to arbitration unless the grievant waives statutory remedies.

4. The time limits outlined in the grievance procedures may be extended by mutual agreement between the School Committee and the Association.

5. No written record relating to any grievance shall be filed in the personnel file of any employee who is involved in presenting a grievance.

LEVEL ONE

1. The immediate supervisor will schedule a hearing regarding the grievance and provide a written response within ten (10) days of receipt of the written grievance. All grievances shall be signed by the aggrieved employee and/or the Association.

LEVEL TWO

1. If the grievance is rejected, the Association will have ten (10) days to submit a written grievance appeal to the Superintendent of Schools (unless the grievance was submitted first to the Superintendent of Schools) or his or her representative. Any grievance appeal not submitted within ten (10) days will be considered untimely and no longer grievable.

2. The Superintendent of Schools or his or representative will schedule a hearing regarding the grievance and provide a written response with ten (10) days of receipt of the written grievance appeal.

LEVEL THREE

1. If the grievance is rejected, the Association will have ten (10) days to submit a written grievance appeal to the School Committee. Any grievance appeal not submitted within ten (10) days will be considered untimely and no longer grievable. Submission to the School Committee shall be to the Chair of the School Committee and to the Superintendent of Schools.

2. The School Committee will schedule a hearing regarding the grievance appeal and provide a written response within twenty (20) days of receipt of the written grievance appeal.

3. If the grievance is rejected, upon the request of the Association, the School Committee may agree to move immediately to final and binding arbitration.

LEVEL FOUR

1. If the grievance is rejected and/or the School Committee rejects a request to move immediately to final and binding arbitration, the Association may pursue further appeals to mediation. In a case of suspension without pay or dismissal, the employer action which gives rise to the grievance shall be immediately suspended until the grievance is resolved. Unless otherwise mutually agreed upon, the School Committee and the Association will use the Board of Conciliation and Arbitration for mediation.

2. The School Committee shall not unreasonably delay the mediation process. After the initial mediation session, the mediator shall indicate the estimated length of time the mediation will take. Extension beyond that time may occur through mutual agreement between the Association and the School Committee.

LEVEL FIVE

1. If the grievance is not resolved to the satisfaction of the Association and if the Mediator certifies that the Association has made a good faith effort to resolve the dispute, the Association may, within ten (10) days following receipt of the Mediator's report, submit the grievance to final and binding arbitration. Unless otherwise mutually agreed upon, the School Committee and the Association will use the Board of Conciliation and Arbitration for arbitration.

COSTS

1. Should a grievance be pursued by the Association to mediation or arbitration, the cost of the mediator or arbitrator will be shared equally between the Association and the School Committee.

ARTICLE 11 LEAVES OF ABSENCE

A. Sick Leave

Fifteen days sick leave shall be allowed each academic year. Any unused portion each year shall be allowed to accumulate.

Sick leave shall only be used for the following reasons:

a. Illness of the teacher. The District reserves the right to require proof of the illness through a letter from the employee's medical provider or other reasonable means if, in the judgment of the Committee or the administration, there is the possibility of abuse of sick leave.

b. Subject to review by the Superintendent of Schools, serious illness in the immediate family that requires the attendance of the teacher when no other arrangements are possible.

c. The School District reserves the right to insist that teachers must take time off with sick leave pay if the teacher is physically or emotionally unable to perform his/her duties.

Should an employee who has worked for the school system for three years or more use up all of his or her sick leave and be absent due to a long term illness or disability, the School Committee will pay the employee the difference between the substitute salary and the employee's salary for thirty days or to the end of the school year, whichever is sooner. At its discretion, the School Committee may continue to pay the employee at the same rate to the close of the school year.

At the beginning of each school year, each teacher shall receive a statement of the number of accumulated sick leave days as of the start of the school year.

B. Bereavement Leave

Up to five (5) days paid leave for each bereavement may be granted by the Superintendent. Teachers will give advance notice to the Superintendent or designee, if possible, or notice during the first day of absence to the Superintendent or designee. These days are not to be deducted from sick leave or personal leave and may be extended by the Superintendent. These days shall not be unreasonably denied. However, an extension of bereavement leave may be credited against personal leave.

C. Personal Leave

Up to three (3) days of paid leave per academic year for personal, legal, or other business that has to be conducted during the school day may be granted by the Principal upon application by the employee. Approval shall not be unreasonably denied.

The leave must be applied for, in writing, to the Principal at least seven (7) calendar days in advance of the absence (except in an emergency). Teachers will be informed of the decision, in writing, not later than five (5) calendar days after the application is received by the Principal. In the event such leave is denied, the employee shall receive a written statement outlining the reason(s) for the denial.

Normally, personal leave days are not to be used to extend a three day weekend of any vacation period as commonly defined. The Committee reserves the right to request written explanation for the use of these days.

Unused personal leave days shall accumulate to a maximum of five (5) days. At the beginning of each school year, each teacher shall receive a statement of the number of accumulated personnel leave days as of the start of the school year.

At the beginning of each school year, each teacher shall receive a statement of the number of accumulated personal leave days as of the start of the school year. An employee with twenty (20) or more years of service will receive payment for up to five (5) accumulated personal days upon separation from employment for the purpose of retirement at the rate of \$100.00 per day.

D. Professional Leave

Professional employees shall be allowed leave days to attend conferences, workshops, or other schools when approved by the School Superintendent or his or her designee. Costs of conferences and workshops required by the School District will be paid for by the School Committee.

E. Sabbatical Leave

Sabbatical leave of up to one (1) school year may be granted if the leave request will improve the Swift River School program, provide professional development for the person who would receive the leave, and recognize that person's professional excellence. Any professional employee who has served as a professional employee in the Swift River School for six continuous years may apply for a sabbatical leave of absence for study, or research related to his or her professional assignment. During the period of this leave, the professional employee will receive 50% of Step B1 of the salary schedule. Such payments, when added to any program grant or other compensation may not exceed that person's regular salary. An employee on leave will retain all rights that would be his or hers if he or she were working in the school during that period.

Application for such leave must be made to the Superintendent of Schools no later than December 1 of the academic year preceding the academic year in which such leave is to be taken. The applicant will give a detailed description of the sabbatical leave plan.

The Superintendent shall make a decision regarding approval of the sabbatical leave request no later than March 15 of the school year preceding that for which the leave is to be granted. The Superintendent of Schools will have complete discretion in making his/her decision about whether or not to grant such a leave. In the event that such leave is not recommended by the Superintendent, the teacher will receive a written statement of the reason(s) for the denial.

Professional employees granted a sabbatical leave of absence shall be required to enter into a written agreement with the School Committee to the effect that upon termination of a sabbatical leave, the teacher will return to service for a period equal to twice the length of the leave. If the teacher fails to return or does not return for the full period agreed upon, the teacher shall be required to refund the proportionate part of the salary actually received while on sabbatical leave.

F. Unpaid Leave

Teachers may be granted a leave of absence for up to one (1) year provided the leave is recommended by the Superintendent and approved by the School Committee. Application for said leave may be rejected for lack of timeliness if received after April 1 of the academic year preceding the term of the requested leave of absence. At the end of the leave, the teacher shall be restored to a position similar to his or her previous position or to the same position with the same status, pay, length of service credit, and seniority as he or she had prior to the unpaid leave.

G. Parenthood Leave

Unpaid leave may be granted for up to a two (2) year period upon request of a teacher with a newborn child or a newly adopted child. The School District may set reasonable conditions in the best interest of the operation of the school district with regard to granting parental leave requests. The District may require parental leaves to end at the close of a school year. At the end of the leave, the teacher shall be restored to his or her previous position or to a similar position with the same status, pay, length of service, credit and seniority.

H. Family Leave

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

ARTICLE 12 INSURANCE

The School Committee shall assume responsibility for payment of 75 percent of an individual or family group health insurance indemnification plan or 75 percent for an approved health maintenance organization or Blue Cross/Blue Shield and payment of the same percentages for a group life insurance contract in accordance with the provisions of Chapter 32B of the Commonwealth's Laws.

For each employee who requests the following, the Committee will pay 75% of the premium on a package of \$5,000 renewable term life insurance and \$5,000 accidental death and dismemberment insurance.

The Committee agrees to provide workers compensation benefits as required under the General Laws of the Commonwealth of Massachusetts.

The Committee shall indemnify teachers against loss by naming all employees as insured in the school district's general liability insurance with an occurrence limit of \$1,000,000 and an aggregate limit of \$2,000,000.

Pursuant to M.G.L., c32B, §9A, the Committee agrees to provide a fifty (50%) contribution to any plan premium payment on the health insurance plan for retirees. Teachers employed by the district as of 9/1/01 who have served the Committee for at least ten (10) years and are at least 55 years old are eligible to participate in the health insurance plan for retirees. The Committee also agrees to provide a fifty (50%) percent contribution to

the premium payment to any supplemental retiree health insurance plan. Teachers must go under the Medicare plan if eligible pursuant to M.G.L., c32B, §18. The Committee will permit a spouse to continue receiving retiree health insurance coverage, at the same fifty (50%) percent contribution, under the Teacher's Retirement Plan for up to one year after the death of the retiree.

If the employee's contribution is in arrears by sixty (60) days, the Committee has the right to terminate the employee's participation in the insurance plan.

If in any single given year, the increase in health insurance cost is greater than fifteen (15%) percent, the employee will be responsible for the amount of the increase above fifteen (15%) percent in that year. The school year 2002-2003 will be the baseline year for this determination.

Each employee's salary will be increased by the cost of a Long Term Disability Policy, which each employee will purchase from an insurance company selected by the School Committee at a cost negotiated by the School Committee.

- The policy shall provide for benefits reviewed and approved by the SREA
- The SREA may unilaterally return to sick leave benefits of the 1996-1997 contract if subsequent benefits are substantially reduced. Such return would require a twelve month notice from the SREA to the School Committee.
- The insurance company, subject to industry requirements for review and appeal, will be the sole judge of disability for employees.
- Regardless of the amount of sick leave accumulated, the Long Term Disability Insurance policy will be the basis for any disability-related compensation beginning ninety (90) days after the onset of a disability that would prevent an employee from working.
- Regardless of the amount of sick leave accumulated, an employee seeking sick leave, ineligible for Long Term Disability, is ineligible to use more than sixty (60) days of sick leave in a single year for the purpose of illness in the family.
- One day of accumulated sick leave will be deducted from an employee's accumulation of sick leave for each day the employee receives Long Term Disability Insurance. No change will occur in an employee's eligibility to participate in the district's health insurance program or in an employee's right to return to employment so long as any sick leave remains accumulated.

Commencing during the 2018-2019 school year, the School Committee will offer a Health Savings Account (HSA) with contributions deducted from SREA members' paychecks, rendering them tax-free under 26 U.S. Code § 223, as are payments made from this account.

ARTICLE 13 SICK LEAVE BANK

1. Effective October 1, 2015, a Sick Leave Bank will be established for use by teachers whose sick leave accumulations have been exhausted and who request additional leave due to a prolonged and/or catastrophic illness.
2. Each teacher shall submit two (2) sick days of his/her personal accumulation to the Sick Leave Bank on October 1, 2015 to be utilized by teachers who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have prolonged and/or catastrophic illness. Thereafter if the total number of days in the Bank is over 25 days on October 1, no day will be deducted from the members. If the Bank falls below 14 days, a day will be deducted from each member at that time. In this case members will be notified of this deduction at the time of the deduction. No sick days will be deducted from members who have fewer than 10 (10) accrued days. Deductions of sick leave from part-time employees shall be pro-rated and the benefit shall be pro-rated. The Association will be notified of the total accumulated sick days in the Bank by September 30th of each year.
3. Employees shall be eligible for Sick Leave Bank benefit after the anniversary of one (1) full calendar year of service to the Swift River School. A teacher's Sick Leave Bank benefit shall extend for up to forty-five work days in a school year.
4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of one (1) member designated by the Superintendent to serve at his/her discretion, two (2) members of the Association, and two (2) members of the School Committee. The Principal shall serve Ex Officio, non-voting and maintain records, monitor daily use and report to the Sick Leave Bank Committee.
5. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a medical certificate on the same form as used under the Family Medical Leave Act. This certificate shall provide a diagnosis and prognosis/estimated recovery time. All information provided to the Committee shall be confidential.
6. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher shall not exceed fifteen (15) work days. Upon completion of the fifteen (15) day period, an additional grant may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
7. To facilitate its decision-making process in deciding whether to grant Sick Leave Bank days beyond the initial fifteen (15) work day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume all costs of such an examination not covered by insurance. The decision to grant more than the initial fifteen (15) work day period may be made to a retroactive date.
8. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to appeal or to the grievance and arbitration process.
9. Should a teacher return from extended sick leave during which benefits were received through the Sick Leave Bank, the teacher shall be entitled to commence a new prorated accumulation of individual sick leave relative to the date of return.

10. Teachers receiving Worker's Compensation shall not be eligible for Sick Leave Bank benefits.

ARTICLE 14 TEACHER FACILITIES

To the extent possible and reasonable, the Committee will provide:

1. Space in each classroom in which teachers may safely store instructional material and supplies;
2. Well-lighted and clean teachers' rest rooms;
3. A system whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency.

ARTICLE 15 ASSOCIATION USE OF SCHOOL FACILITIES

The association may use space in the school building, if available, without cost and at reasonable times for meetings. All necessary custodial and cafeteria help fees will be paid by the Association. Bulletin board space will be made available in the school building for the purpose of displaying notices, circular, and other Association materials.

ARTICLE 16 VACANCIES AND PROMOTIONS

The Association will be informed, at the time of posting, of vacancies in professional positions which occur in Union #28. Any grievance filed under this article shall not be subject to binding arbitration.

A teacher who is retiring or resigning from his/her position before the end of the school year will provide the administration with a written notice of his/her intentions 30 days prior to their last day of employment, unless both parties mutually agree to some other arrangement. If the retirement or resignation happens during the summer, teachers will notify administration in writing of their intentions 30 days prior to the start of the school year for teachers.

ARTICLE 17 LEGALITY OF PROVISIONS

If any provision of this contract is held to be contrary to law by an appropriate court of law, all other provisions of the Contract will continue in full force and effect. The Committee and the Association will meet for the purpose of negotiating changes or deletions in the contract as a result of such a finding that the contract provision is contrary to law.

ARTICLE 18 SCHOOL COMMITTEE AGENDA

The Superintendent of Schools will provide the President of the Association with an agenda of all Committee meetings at the same time they are made available to the Committee.

ARTICLE 19 REDUCTION IN FORCE

When a reduction in the teaching staff or a reduction in time for a position in the teaching staff is required because of a decrease in student enrollment or for other reasons approved by the School Committee, the school district will determine the teacher or teachers to be laid off pursuant to the provisions of this article.

Within the limits of appropriate certification areas, the district will consider first avoiding lay offs through attrition, that is, voluntary resignations or retirement. Also, within the limits of appropriate certification areas, the district will lay off teachers without professional status before laying off teachers with professional status.

In making the determination of which teacher or teachers with professional status are to be laid off or reduced in time, the district will weigh the following factors according to its best judgment:

- Qualifications: certification(s), education, and past experience,
- Evaluations,
- Length of service,
- Capacity to handle various assignments successfully,
- Other contributions to the welfare and successful operation of the school.

All teachers with professional status or teachers without professional status who have been notified of reappointment but are to be laid off or reduced in time will be notified of that on or before June 15. This requirement will be replaced by a thirty day notice requirement should either New Salem or Wendell fail to vote the School Committees' assessment request in town meeting and/or in any required override, should state aid anticipated by the School Committee be lower than expected, or should grants or other revenue anticipated by the School Committee be reduced below that anticipation.

Employees who have been laid off shall be entitled to recall rights for the fiscal year in which the recall is effective and the next succeeding fiscal year.

If more than one teacher is eligible for recall, the district will weigh the following factors in deciding who is to be recalled according to its best judgment:

- Qualifications: Certification(s), education, and past experience,
- Evaluations,
- Length of service
- Capacity to handle various assignments successfully
- Other contributions to the welfare and successful operation of the school.

During the recall period, employees will provide to the office of the Superintendent of Schools, in writing, a current address and telephone number and an indication that he or she desires recall. Failure to submit such a notice and to maintain current address and telephone number changes will preclude the employee from recall consideration. The school district will confirm receipt of that written notice and, in the event of an opportunity for recall, will notify the employee by registered mail, return receipt requested, or other confirmable notice to the address most recently confirmed by the Office of the Superintendent of Schools. Employees so notified shall have ten business days from the date the registered letter is mailed to respond in writing to claim the position. The school district may require the employee to begin work immediately upon response but will not unreasonably make that requirement for a recalled employee who has a compelling need for up to two weeks' notice.

If more than one employee is eligible for recall, the School Committee may notify the rest of those eligible of the possibility of recall at the same time that the recalled employee is being recalled. If the School Committee does provide such notice and the person initially informed of a right of recall declines the position, any subsequent person offered an opportunity to be recalled will have one business day subsequent to receiving such an offer to claim the position. The school district may require the employee to begin work immediately upon response but will not unreasonably make that requirement for a recalled employee who has a compelling need for up to two weeks' notice.

During the recall period, employees may continue their group health insurance coverage for twenty-four months subsequent to layoff, inclusive of COBRA rights, by paying the full premium amount by the fifteenth day of the month previous to each month for which insurance coverage is sought.

A teacher returning from lay off status will return with the benefits and status that he or she would have had if he or she were working during that lay off except that there will be no increase in step placement, sick leave accumulation, or similar accumulating benefits. If benefits have changed during the recall period, the teacher would return with benefits consistent with the current contract.

Neither lay off nor recall decisions will be based on consideration of a teacher's personal connections (familial or otherwise) with School Committee members, town officials or school administrator; to a teacher's residence; or to the relative expense of an individual on the salary schedule.

ARTICLE 20 PROFESSIONAL DEVELOPMENT

To support professional growth, each teacher will work under the direction of the Principal to establish a professional growth plan for him or herself. Annually, this plan may include coursework, attendance at workshops, visits to other schools and/or classrooms, and other appropriate activities. Within each three year period, this plan will ordinarily include a college or graduate level course, workshop attendance, and/or classroom visits.

Teachers required to take a specific course, workshop, or other program by the Committee will have all tuition and fees paid by the District by purchase order.

Teachers who expect to advance across salary lanes from Bachelors through Masters plus 30 must notify the Superintendent of Schools in writing on or before November 1st of the year preceding the expected granting of this advancement in order to meet budget requirements. The appropriate increase in annual salary will begin with either the 1st or 14th pay period (based upon a 26 pay period schedule) following completion of the requirements.

Professional Development Incentive

The parties agree that graduate courses and some approved undergraduate courses as a part of staff development programs are essential to the continued professional growth of staff members, professional climate of the schools, and the maintenance of quality education for Swift River students and should be encouraged.

To that end the following professional development incentive policy and process shall be set up.

The School Committee will set aside up to \$2,500 for the 2018-2019 school year, \$3000 for the 2019-2020 school year, and \$3500 for the 2020-2021 school year.

In order to be eligible for an incentive, a staff member must submit his/her course description for prior approval. Approval is contingent on the plan's being consistent with system priorities and objectives which are developed by the Superintendent with input from the School Councils and the Administrative Council. Each plan shall be submitted for approval to the building principal, and the SREA representative. The proposal will be forwarded with recommendations to the Superintendent. The Superintendent may interview the staff member before making a recommendation to the School Committee.

Reimbursements will be made at the completion of each school year. Funds will be distributed equally between all those who applied up to \$750.

ARTICLE 21

PROFESSIONALS DEPENDENT ON REVOLVING FUNDS

If a position is identified as being dependent on the revenue from a revolving fund, the School Committee may limit salary to a person filling a position identified as dependent on revenue from a revolving fund to an amount less than the amount called for by the contract.

Positions identified as dependent on revenue from a revolving fund:

Instrumental Music

ARTICLE 22 SALARY AND STIPENDS

A. Salary Schedules

Salary schedules are attached (Appendix A)

Teachers may elect to receive their salary in either 22 (except in those years which call for 21 payments from September through June) or 26 bi-weekly installments beginning with the first pay period in September.

In the event of the termination of a teacher's service for any cause at the end of or at any time during the school year, any salary earned but withheld prior to the date of termination shall be payable to the teacher or, in the event of death, to the teacher's estate.

B. Salary Schedule Credit

Online or Traditional Courses: In order to be eligible for salary schedule credit, the following criteria must be met:

1. Course must be affiliated with an accredited college *
2. The course must be approved by the Principal prior to the teacher enrolling in the course. The Principal will ascertain its relevance to the staff member's current teacher assignment. (a detailed course description must be submitted to the Principal, as well as face-to-face discussion with the Principal during this approval phase).
3. Recommendation from Principal (with written documentation for the course) is submitted to the Superintendent for final approval prior to enrollment in the course. The Superintendent's final approval or disapproval of the course will be submitted to the Teacher in writing.
4. To receive credit towards salary advancement, documentation demonstrating successful completion of the course must be submitted to both the Superintendent and the Principal. The official transcript should go to the Superintendent and a copy to the Principal.

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

C. Cost of Living Increase

Cost of living adjustments for the duration of the three year contract will be 2% in school year FY19, 2% in school year FY20 and 2% in school year FY21.

D. Additional Salary Lanes

The steps on the M+15 lane will be 3% greater than the Masters lane and the steps on the M+30 lane will be 3% greater than the M+15 lane.

E. Additional Employment with School

Teachers who agree to tutor students, teach summer school, conduct workshops, complete curricula work, etc...will be paid at the rates identified below. This pay will be included as part of a teachers' regular paycheck for tutoring, summer school teaching, and other activities consistent with the Conflict of Interest Law.

- a. Certified teachers who teach in summer school programs or who tutor students will receive fifty-five dollars (\$55.00) per hour.
- b. Teachers who conduct trainings (or present workshops) at the request of School Administration are paid \$40 per hour for actual workshop contact time, and fifty-five dollars (\$55.00) per hour for prep time (which needs to be negotiated with administration and approved by the superintendent in advance of the work being performed).

F. Fingerprinting Expenses

Pursuant to Chapter 49 of the Acts of 2012, each member of the bargaining unit shall provide the Committee with a state and national fingerprint-based background check according to the timeline mandated by Chapter 49 of the Acts of 2012. The Committee shall reimburse the individual members of the bargaining unit for expenses incurred for said background check.

G. Teacher-In-Charge

1. One teacher shall be appointed Teacher-in-Charge. This teacher will be in charge of the school in the absence of the Principal. The Principal and Teacher-in-Charge

together will decide if it is necessary for the teacher to be replaced by a substitute when the Principal is to be absent for the full day.

H. Stipended Positions

<u>POSITION</u>	<u>ANNUAL STIPEND</u>
Teacher-In-Charge	\$1,000
SpEd Scheduler	\$2,000
Early Childhood Enrollment Coordinator	\$1,000
Mentor	\$ 600

Any stipend position in the contract must be offered first to a bargaining member, if no one in the bargaining unit desires the position it may be then offered to a non-bargaining member.

I. Longevity

All members shall receive the following longevity payments:

All members shall receive the following longevity payments:

\$500 for 10 years of service
\$1,250 for 15 years of service
\$1,500 for 20 years of service
\$1,750 for 25 years of service
\$2,000 for 30 years of service

Effective July 1, 2019 all members shall receive the following longevity payments:

\$750 for 10 years of service
\$1,500 for 15 years of service
\$1,750 for 20 years of service
\$2,000 for 25 years of service
\$2,250 for 30 years of service

APPENDIX A NEW SALEM/WENDELL SCHOOL COMMITTEE

2018-2019

SALARY SCHEDULE

TEACHERS

STEP	BACHELOR'S	MASTERS	M + 15	M + 30
1	\$43,428	\$46,045	\$47,426	\$48,849
2	\$44,726	\$47,428	\$48,851	\$50,317
3	\$46,069	\$48,848	\$50,313	\$51,822
4	\$47,453	\$50,315	\$51,823	\$53,379
5	\$48,875	\$51,822	\$53,378	\$54,979
6	\$50,340	\$53,379	\$54,981	\$56,629
7	\$51,854	\$54,979	\$56,627	\$58,327
8	\$53,410	\$56,630	\$58,329	\$60,079
9	\$55,010	\$58,330	\$60,080	\$61,882
10	\$56,661	\$60,078	\$61,879	\$63,737
11	\$58,359	\$61,879	\$63,736	\$65,647
12	\$60,112	\$63,738	\$65,650	\$67,620
13	\$61,916	\$65,650	\$67,620	\$69,649
14	\$63,772	\$67,620	\$69,649	\$71,738
15	\$65,373	\$69,219	\$71,248	\$73,338

SICK DAYS	15 DAYS PER YEAR, UNLIMITED ACCUMULATION
PERSONAL DAYS	3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS
BEREAVEMENT	UP TO 5 DAYS
LONGEVITY	\$ 500 AFTER 10 YEARS OF PROFESSIONAL SERVICE \$1250 AFTER 15 YEARS OF PROFESSIONAL SERVICE \$1500 AFTER 20 YEARS OF PROFESSIONAL SERVICE \$1750 AFTER 25 YEARS OF PROFESSIONAL SERVICE \$2000 AFTER 30 YEARS OF PROFESSIONAL SERVICE
MENTOR:	\$600
NATIONAL BOARD CERTIFIED TEACHER:	\$600
NATIONAL BOARD CERTIFIED NURSE:	\$600
TEACHER-IN-CHARGE:	\$1,000/YEAR
SPECIAL EDUCATION SCHEDULER:	\$2,000/YEAR
EARLY CHILDHOOD ENROLLMENT COORD.:	\$1,000/YEAR

APPENDIX A NEW SALEM/WENDELL SCHOOL COMMITTEE

**2019-2020
SALARY SCHEDULE**

TEACHERS

STEP	BACHELOR'S	MASTERS	M + 15	M + 30
1	\$44,296	\$46,966	\$48,374	\$49,826
2	\$45,620	\$48,377	\$49,828	\$51,323
3	\$46,991	\$49,825	\$51,319	\$52,859
4	\$48,403	\$51,321	\$52,860	\$54,446
5	\$49,853	\$52,859	\$54,445	\$56,079
6	\$51,347	\$54,446	\$56,081	\$57,762
7	\$52,891	\$56,079	\$57,760	\$59,493
8	\$54,478	\$57,763	\$59,495	\$61,281
9	\$56,110	\$59,496	\$61,282	\$63,120
10	\$57,794	\$61,280	\$63,117	\$65,011
11	\$59,526	\$63,117	\$65,010	\$66,960
12	\$61,314	\$65,013	\$66,963	\$68,972
13	\$63,154	\$66,963	\$68,972	\$71,042
14	\$65,048	\$68,972	\$71,042	\$73,172
15	\$66,680	\$70,604	\$72,673	\$74,805

SICK DAYS 15 DAYS PER YEAR, UNLIMITED ACCUMULATION

PERSONAL DAYS 3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS

BEREAVEMENT UP TO 5 DAYS

LONGEVITY \$ 750 AFTER 10 YEARS OF PROFESSIONAL SERVICE
 \$1500 AFTER 15 YEARS OF PROFESSIONAL SERVICE
 \$1750 AFTER 20 YEARS OF PROFESSIONAL SERVICE
 \$2000 AFTER 25 YEARS OF PROFESSIONAL SERVICE
 \$2250 AFTER 30 YEARS OF PROFESSIONAL SERVICE

MENTOR: \$600
NATIONAL BOARD
CERTIFIED TEACHER: \$600
NATIONAL BOARD
CERTIFIED NURSE: \$600
TEACHER-IN-CHARGE: \$1,000/YEAR
SPECIAL EDUCATION
SCHEDULER: \$2,000/YEAR
EARLY CHILDHOOD
ENROLLMENT COORD.: \$1,000/YEAR

APPENDIX A NEW SALEM/WENDELL SCHOOL COMMITTEE

**2020-2021
SALARY SCHEDULE**

TEACHERS

STEP	BACHELOR'S	MASTERS	M + 15	M + 30
1	\$45,182	\$47,905	\$49,342	\$50,822
2	\$46,533	\$49,344	\$50,824	\$52,349
3	\$47,931	\$50,821	\$52,345	\$53,916
4	\$49,371	\$52,347	\$53,917	\$55,535
5	\$50,850	\$53,916	\$55,534	\$57,200
6	\$52,374	\$55,535	\$57,202	\$58,917
7	\$53,949	\$57,200	\$58,915	\$60,683
8	\$55,568	\$58,918	\$60,685	\$62,506
9	\$57,232	\$60,686	\$62,507	\$64,382
10	\$58,950	\$62,505	\$64,379	\$66,312
11	\$60,717	\$64,379	\$66,311	\$68,299
12	\$62,540	\$66,313	\$68,303	\$70,352
13	\$64,417	\$68,303	\$70,352	\$72,462
14	\$66,349	\$70,352	\$72,462	\$74,636
15	\$68,014	\$72,016	\$74,126	\$76,301

SICK DAYS 15 DAYS PER YEAR, UNLIMITED ACCUMULATION

PERSONAL DAYS 3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS

BEREAVEMENT UP TO 5 DAYS

LONGEVITY \$ 750 AFTER 10 YEARS OF PROFESSIONAL SERVICE
 \$1500 AFTER 15 YEARS OF PROFESSIONAL SERVICE
 \$1750 AFTER 20 YEARS OF PROFESSIONAL SERVICE
 \$2000 AFTER 25 YEARS OF PROFESSIONAL SERVICE
 \$2250 AFTER 30 YEARS OF PROFESSIONAL SERVICE

MENTOR: \$600
**NATIONAL BOARD
 CERTIFIED TEACHER:** \$600
**NATIONAL BOARD
 CERTIFIED NURSE:** \$600
TEACHER-IN-CHARGE: \$1,000/YEAR
**SPECIAL EDUCATION
 SCHEDULER:** \$2,000/YEAR
**EARLY CHILDHOOD
 ENROLLMENT COORD.:** \$1,000/YEAR

APPENDIX B

Swift River School Educator Evaluation Plan

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

1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02

(definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

- B) The regulatory purposes of evaluation are:
- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, but not less than (15) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The faculty and administration will meet to collaboratively discuss District-determined Measures when guidance is released by DESE.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall

performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. Change in assignment does not change an Educator's PTS.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least forty (40) school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** Upon entering the observation location the Evaluator shall use the school specific agreed upon process to notify the Educator that an evaluation is in progress. A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but not less than fifteen (15) minutes by the Evaluator may include examination of artifacts of practice including student work. An observation shall occur in person. There shall be no videotaping of the evaluation process unless requested by the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The Association and the School Committee are parties to this Agreement.

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

Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii. Elements: Defines the individual components under each indicator
- iv. Descriptors: Describes practice at four levels of performance for each element

AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

3) ***Trends in student learning:** At least three (3) years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

Evidence Used In Evaluation

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

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

- iv) This will be reviewed once DESE has the language. Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

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 District will adopt the DESE created Rubric.

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

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 bargained after ESE issues guidance on this matter.

C) Educator Plan Development Meetings shall be conducted as follows:

- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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

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 for PTS and NON-PTS Educators. The Evaluator may conduct additional observations after this date.

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

A) **Unannounced Observations**

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator, but not less than fifteen (15) minutes.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) **Announced Observations**

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is

different, the Educator will provide the Evaluator with a copy prior to the observation.

- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the

evaluator additional evidence of the educator's performances against the four Performance Standards.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. If so, the Educator's response will be attached to the Formative Report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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. If so, the Educator's response will be attached to the Formative Evaluation Report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

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

- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 30th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur within five (5) school days of receiving the summative evaluation.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- P) The Educators and Evaluators recognize that there may be times when there are extenuating circumstances necessitating Educator and/or Evaluator absence; such as illness, maternity leave, paternity leave, or death in the family that may prevent various timelines from being met.

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 make adequate progress towards the goals in the Plan as determined by the Evaluator and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 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 30th.
 - D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
 - E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- 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 for a time period sufficient to achieve the goals outlined in the Improvement plan, but no fewer than forty (40) school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near

the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

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

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

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

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

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 or last student day.

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 Association and the School Committee agree to bargain with respect to this matter.

24. Using Staff feedback in Administrator 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 to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

IMPLEMENTATION AGREEMENT

IN WITNESS WHEREOF THE PARTIES TO THIS CONTRACT HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR AGENTS, HEREUNTO DULY AUTHORIZED, AS OF THE DATE FIRST ABOVE WRITTEN.

NEW SALEM/WENDELL SCHOOL COMMITTEE

SWIFT RIVER EDUCATION ASSOC.

<u>Thanna Bartlett</u>	date: <u>7/10/18</u>
<u>Carl Dwyer</u>	date: <u>7/11/18</u>
_____	date: _____
_____	date: _____
_____	date: _____
_____	date: _____
_____	date: _____

<u>[Signature]</u>	date: <u>9/5/18</u>
<u>Mandy Higgins</u>	date: <u>9/5/18</u>
<u>[Signature]</u>	date: <u>9/5/18</u>
_____	date: _____
_____	date: _____
_____	date: _____
_____	date: _____

ADDENDUM

NEW SALEM/WENDELL SCHOOL COMMITTEE SWIFT RIVER EDUCATION ASSOCIATION TEACHER PERFORMANCE STANDARDS

These Standards represent the School District's expectation of each teacher's work. These Standards address several important areas of a teacher's work as well as the achievement of each teacher's professional growth plan. Success is sought in all areas. Failure in any one area, if sufficiently serious, may have adverse consequence for continued employment. However, any teacher may identify constraints that he or she believes is likely to lead to failure and request efforts to ameliorate those constraints. In addition, teachers are encouraged to discuss any and all issues associated with ways to achieve success in all performance areas.

INSTRUCTION

Teaching techniques

1. Communicate effectively with children through clear explanations, directions, and questions expressed with a voice quality, language, and level of concept difficulty that is appropriate to the situation.
2. Engage students in activities appropriate to achieving the purpose of lessons.
3. Generate enthusiasm, excitement, and/or interest both within the context of specific lessons and more generally towards learning.
4. Address individual differences in students by developing appropriate plans to address each child's strengths and weakness after identifying those strengths and weaknesses and to challenge all students to do excellent work.
5. Use a variety of teaching methods matching those methods to the nature of what is learned.
6. Implement a daily schedule with the kind of pacing and variety that enhances attentiveness and involvement.
7. Devise lessons and activities that are of appropriate duration for the class.
8. Locate self in the classroom to ensure that children have purposeful work habits and appropriate behaviors.
9. Communicate appropriate standards for work.
10. Arrange physical features of the classroom to provide a safe and attractive environment.

Assessment

11. Assess students progress in a variety of ways appropriate to what is taught, including oral drill, essay questions, multiple choice questions, book reports, dramatic production, and "mad minutes."
12. Provide parent/teacher conference times and written reports with an appropriate amount of detail, conveying an accurate picture of the student in constructive terms.
13. Maintain current, confidential, and accurate records for students.
14. Assess instructional strategies including the regular use of new strategies introduced in order to improve instruction.

CURRICULUM

1. Have a cohesive and clearly stated written plan for the year based on a good knowledge of curriculum.
2. Include, in that plan, major topics, goals within those topics, learning activities and an overall schedule reflecting sequence and approximate length of time to be spent on topics of study distinguishing throughout between what is central and what is peripheral.
3. Include, in that plan, a variety of learning experiences and the integration of reading, listening, and writing into the subject areas.
4. Base that plan on the schools established curriculum, from which departures are permitted or even encouraged when appropriate.

5. Evaluate the instructional plan through examination of the work of all children and other group data, while maintaining confidentiality about individual student achievement.

TEACHER/STUDENT RELATIONSHIPS

1. Model a concern for the rights and feelings of all and effectively implement these values in the classroom.
2. Establish a friendliness in manner and tone of voice with all pupils and provide a sympathetic and understanding receptivity to the students.
3. Show self-control and be even-tempered in response to students, handling even unanticipated problems calmly and objectively.
4. Assist students in resolving interpersonal conflicts in a way which encourages self-esteem and the development of good problem-solving skills.
5. Handle discipline in a firm, humane, consistent, and generally effective manner.
6. Establish rules that are clear.
7. Establish classroom routines that minimize loss of instructional time and promote orderliness and a sense of cooperation.
8. Establish a classroom atmosphere that is active and interesting; one in which students show an eagerness to learn.

FACILITATION OF PROGRAMS FOR SPECIAL NEEDS STUDENTS

1. Show a commitment to meeting the regular classroom needs of special needs students.
2. Integrate special needs students into the regular classroom using a variety of skills and techniques including varied grouping practices, different ways of giving directions, and modification of assignments so that such students are better able to succeed.
3. Maintain good communication with other staff who work with special needs students and stay well-informed about the skills and progress of students receiving services from other staff.

TOTAL SCHOOL AND SCHOOL COMMUNITY FUNCTIONING

School Staff and Internal Community

1. Give time, effort, and good will to all-school events or procedures.
2. Generate creative and/or practical ideas for events, solutions to problems, development of programs and curriculum.
3. Recognize and, where appropriate, utilize the opinions, experiences, and talents of others in work.
4. Work to ensure responsible behavior of own students around the school.
5. Take appropriate responsibility as a teacher for ALL students in the "common" areas of the school.
6. Maintain supportive, cooperative, and effective relationships with other members of the school staff.
7. Face problems with others openly and act effectively to improve a problem situation or ineffective interaction using, at the teacher's option or the school committee's representative's option, the School Committee's representative as either a mediator, facilitator, or resource.
8. Follow through on decisions made by staff and/or administration about organization, expectations and curriculum.
9. Respect directions of the school administration and school policies and procedures and follow those directions.

Parents

10. Show impartiality, resourcefulness, and cooperation in relations with parents.
11. Face problems with others openly and act effectively to improve a problem situation or ineffective interaction using, at the teacher's option or the school committee's representative's option, the School Committee's representative as either a mediator, facilitator, or resource.
12. Keep parents informed about the progress and problems of their children through a variety of communication means.

13. Regularly inform parents about the classroom program (e.g. about current or upcoming units of study, special classroom events, etc.)

PROFESSIONAL GROWTH

1. Develop professionally through increased knowledge, understanding and acquisition of skills
2. Participate in school wide and outside workshops and courses to improve competence.
3. Make good faith efforts to assist others in growing professionally.
4. Share work, ideas and things learned with fellow professionals.
5. Assess own strengths and weaknesses and show an openness to criticism and suggestion.
6. Complete all necessary activities for certification or recertification in a manner which is consistent with the school and district professional development plan.