

AGREEMENT

BETWEEN

UNION #38 TEACHERS ASSOCIATION

AND

SCHOOL COMMITTEE

2020-2022

WHATELY

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**WHATELY SCHOOLS
2020-2022**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE by and between the SCHOOL COMMITTEE of the TOWN OF WHATELY (hereinafter sometimes referred to as the “Committee”) and the UNION #38 TEACHERS ASSOCIATION (hereinafter sometimes referred to as the “Association”).

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest quality for the children of the District, and that good morale within the teaching staff of the District is essential to achieve that purpose, we, the undersigned parties to this Contract, declare that:

- A. Under the law of Massachusetts, the Committee elected by the citizens of Whately has final responsibility for establishing the educational policies of the schools of Whately.
- B. The Superintendent of Schools of Whately (hereinafter sometimes referred to as the “Superintendent”) has responsibility for carrying out the policies so established.
- C. The teaching staff of the public schools of Whately has the responsibility for providing in classrooms of the schools education of the highest possible quality.
- D. Teachers who are residents of the town are strongly encouraged to attend Town Meetings.
- E. The Committee and administration value excellence in teaching, low student/teacher ratios, highly qualified staff, and professional development.
- F. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, the Principal and the teaching staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the teaching staff; and so;

- G. The Committee retains all rights it had prior to the beginning of collective bargaining in the areas of personnel policy and action, except where the collective bargaining agreement specifically limits the power of the Committee to take an action.

To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I **RECOGNITION**

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all professional employees of the Whately Public School System, including degreed school nurses, and excluding:

the Superintendent of Schools
the Principal(s)
the Director of Special Education
the Early Childhood Coordinator
the Director of Business Administration
the Health Education Coordinator
the Director of Instructional Technology
the Director of Elementary Education
the Assistant Principal (non-teaching)
the Director of School Facilities
the Network Systems Engineer
the Network Administrator

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the “teachers.”

The Committee agrees that it will not negotiate with any single employee or group of employees covered by this Agreement, or with any other organization during the life of this Agreement.

ARTICLE II
NEGOTIATION PROCEDURES

- A. Not later than January 1st of the year of expiration of the Agreement, either party wishing to modify or terminate the Agreement shall give notice in writing to the other of its intention. Thereafter, upon request, the parties shall meet and discuss procedures and arrange a calendar of negotiation meetings. The parties shall negotiate in good faith over wages, hours and other conditions of employment. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.
- B. During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. Neither party will be restricted in the use of professional and lay consultants to assist in the negotiations.
- C. If the negotiations described in this Article have reached an impasse, the procedures described in Chapter 150E of the General Laws as amended from time to time will be followed.
- D. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this Contract.
- E. Subject to the provisions of this Contract (and except as otherwise provided by Appendix A attached hereto and made a part hereof), the wages, hours, present teacher personnel policies of the School Committee and other conditions of employment applicable on the effective date of this Contract to the employee covered by the Contract shall continue to be so applicable.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. A “grievance” is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement.

2. An “aggrieved person” is the person or persons making the claim.
3. A “party-in-interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A “day” shall mean a regularly scheduled teacher contract day except during the summer when a day shall mean Monday-Friday exclusive of legal holidays.

B. Purpose:

1. The purpose of this Procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the Procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration or School Committee, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association is notified of the terms of the adjustment.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each Level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, may be extended by mutual agreement.

In the event a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limits set forth herein will be reduced so that the Grievance Procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One:

A teacher with a grievance will first discuss it with the Principal, Acting Principal or supervisor either directly or through the Association's School Representative, with the objective of resolving the matter informally.

2. Level Two:

- (a) If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) days after the presentation of the grievance, it may be filed, in writing, with the Superintendent of Schools within seven (7) days after the decision at Level One or fourteen (14) days after the grievance was presented, whichever is sooner.
- (b) The Superintendent will represent the Administration at this Level of the Grievance Procedure. Within seven (7) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- (c) If the teacher does not file a grievance in writing with the Superintendent within twenty-one (21) days after the teacher knows or should have known of the act or condition on which the grievance is based, then the grievance will be considered waived. A dispute as to whether a grievance has been waived under this Paragraph will be subject to arbitration pursuant to Level Four. Within seven (7) days of meeting with the aggrieved person, the Superintendent shall give a written answer to the grievance which the aggrieved person brings forward.

3. Level Three:

Within seven (7) days after a disposition by the Superintendent or within seven (7) days after the day on which the Superintendent should have given an answer, if no answer has been received, the grievant, if dissatisfied with the Superintendent's answer or if no answer has been given, may submit the grievance to the School Committee which will consider the matter at its next regularly scheduled meeting or may, at

its discretion within seven (7) days of receiving the grievance, schedule a special session of the whole Committee or a Subcommittee to consider the grievance. Within ten (10) days after the School Committee or Subcommittee hears the grievance, the Committee's designee or the Committee will inform the Association of its disposition of the matter. The purpose of these meetings is to reach resolution of the grievance.

4. Level Four:

- (a) If the Association or grievant is dissatisfied with the disposition of the matter or if no answer is given by the School Committee within ten (10) days, then within seven (7) days of the disposition or the last day on which an answer may be given by the Committee, the Association may file a Demand for Arbitration with the American Arbitration Association. It is recognized by the parties that after the Demand for Arbitration is filed, the rules of the American Arbitration Association and its time limits and procedures shall apply. A list of arbitrators shall be provided by the American Arbitration Association and the Arbitrator will be chosen from the lists of that Association in accordance with its rules. The parties will make every effort to have the matter heard as soon as is reasonably possible.
- (b) The decision of the Arbitrator will be rendered within thirty (30) days of submission of briefs or, if there are no briefs, after the close of the hearing.

The Arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusions on the issues submitted. The Arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, nor modify disciplinary action, nor usurp the functions of the Committee or the proper exercise of its judgment and discretion under the law and this Agreement, nor compel an act which is in derogation of such rights. No award shall be effective retroactively beyond the date at which the grievance was first presented under the Grievance Procedure established herein. The decision of the Arbitrator will be submitted to the School Committee and to the Association and shall be final and binding

upon the parties to this Agreement, and upon the aggrieved person or persons. Both parties to this Agreement realize that the submission of a particular matter to arbitration proceedings represents a step which in most instances ought to be avoided.

Accordingly, before the arbitration option hereunder is invoked, the parties may mutually schedule such meetings as may be appropriate between representatives of both sides to attempt to resolve the matter on a local level.

Dismissals and suspension of teachers either with professional teacher status or without professional teacher status as provided for under General Laws, Chapter 71, as amended, or any other applicable law, shall not be grievable nor arbitrable under this Article, but the teacher shall have all of the rights and remedies provided for under the aforesaid laws.

If, at any time after the execution of this Agreement, binding arbitration is found to be illegal or is prohibited by legislative action, all references and provisions herein to such a Procedure and the effect and application thereof shall thereafter be deemed null and void, and of no effect. If at any time of such adjudication or legislative action there are any grievances which have been submitted to arbitration and upon which no decision has been reached by the Arbitrator under Article 3 Section 4(b), such grievances shall be affected only to the extent that the findings of the Arbitrator shall be received and considered by the parties as advisory only. No further arbitration submissions will be required or permitted, and the grievance process will terminate at Level Three and the decision of the Committee will thereafter be final.

- (c) The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

D. Rights of Teachers to Representation:

1. No reprisals of any kind will be taken by the School Committee or by any member of the Administration against any party-in-interest, any member of the Association or teacher who has assisted in the preparation of a grievance, by reason of participation in the Grievance Procedure.
2. Any party-in-interest may be represented at all stages of the Grievance Procedure; excluding, however, a representative or an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

E. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all Levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One, Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties-in-interest and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4(b).
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the Grievance Procedure.

5. Since traditional arbitration costs (administrative fees to the American Arbitration Association and fees for the Arbitrator, plus the party's legal fees) exceed three thousand dollars (\$3,000) for even the simplest cases, the parties can mutually agree that grievances involving amounts smaller than three thousand dollars (\$3,000) will be submitted to expedited hearing (no discovery beyond that completed in the grievance process, one day of hearing, no post-hearing briefs) before a mutually agreed neutral hearing officer.

ARTICLE IV **SALARIES**

- A. The salaries of all persons covered by this contract are included in Appendix A, attached hereto, and made a part hereof. There shall be a two percent (2%) increase in the Salary Schedule and Steps for those that are eligible in the 2020-2021 contract year. There shall be a two percent (2%) increase in the Salary Schedule and Steps for those that are eligible in the 2021-2022 contract year.
- B. Each teacher may elect to be paid in twenty-two (22) equal payments during the school year [twenty-one (21) in occasional pre-designated years] or twenty-six (26) equal payments during the calendar year. Teachers shall indicate their preferences for the following year each May and, once selected, the choice shall continue until and unless changed by a teacher in a succeeding May. Teachers who wish may have money withheld for the credit union.
- C. All teachers entering the employ of the School Committee after the execution of this Agreement may be placed upon the proper Step of the Salary Schedule in accordance with their degree status and previous teaching experience; provided, however, that this Section shall not preclude the Administration from offering a prospective new teacher a lesser salary on the Salary Schedule acceptable to the employee.
- D. Teachers who expect column movement on the Salary Schedule must notify the Superintendent in writing on or before September 30th of the year preceding the expected granting of the degree in order to meet budget requirements. The appropriate increase in annual salary is to begin September 1st following completion of the requirements for the degree.

- E. Any credit hours earned as part of a Master's Degree program, even if greater than the typical thirty (30) to thirty-six (36) credit hours, shall only be used toward movement to the Master's column and not toward any higher columns (e.g., M-15, M-30, etc.).
- F. In order to be eligible for column movement, the Master's Degree and/or CAGS must be obtained from a college or university accredited by a state department of education.

ARTICLE V

PROFESSIONAL DEVELOPMENT

Should the Administration request a teacher to take specific courses for advancement or improvement, the Administration will reimburse the teacher for the cost of books, tuition, necessary fees and mileage.

The Committee will appropriate six hundred dollars (\$600.00) for each full-time professional employee for professional development activities approved by the Principal. This benefit shall be pro-rated for part-time teachers. Teachers will be notified via email by April 15th of the minimum amount of money still available in the Professional Development Account for additional professional development activities or reimbursements for that school year. After April 15th, the teachers can apply for additional reimbursement on an earlier application or submit a new application. The remaining professional development monies will be disbursed equitably among those applicant(s). The total amount of the appropriated and additional professional development monies for each staff member will not exceed two thousand dollars (\$2,000.00). Any monies that have not been encumbered by May 15th will revert to the general budget.

ARTICLE VI

TEACHER EVALUATION

The parties have locally negotiated an evaluation system which is based upon 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 evaluation language in this collective bargaining agreement

and the governing laws and regulations, the laws and regulations will prevail. The negotiated evaluation system can be found in Appendix B.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

- A. The length of the teacher's work day in schools of the District shall be seven (7) hours except as provided elsewhere in this Agreement; for example, Articles 7, 8 and 22.
- B. The work year for teachers (other than new personnel who may be required to attend additional orientation sessions) will in no event be more than one hundred eighty-two (182) workdays. Within this framework, there shall be one hundred eighty (180) days when students are in attendance and a scheduled orientation day for all personnel. The other day(s) will be full days for teacher in-service. Attendance at the in-service day is mandatory, unless excused by the Principal. Teachers shall have significant input regarding use of these in-service days. The Superintendent, in consultation with the Association, shall, prior to the setting of the calendar, schedule these days to maximize their use and effectiveness.
- C. The regular work year for teachers shall begin no earlier than the last Wednesday in August and it shall end no later than June 30th, unless mutually agreed upon.
- D. Faculty meetings will be called no more than twice per month in each building. Additional meetings may be called with reasonable cause. Faculty meetings shall not normally extend beyond one (1) hour in length. Attendance at faculty meetings is mandatory, unless excused by the Principal. The content of faculty meetings should be concerned with those issues which most closely concern the operations in individual buildings. Administration will encourage the staff members to suggest those topics which they feel they would like to discuss at any particular faculty meeting.
- E. The Committee recognizes the need to provide teachers with adequate opportunity to develop curriculum or learning improvement programs or materials. It is agreed that individual teachers may be released from normal activities and responsibilities upon approval of the Superintendent of Schools

for the purpose of research, grant writing, the study of curriculum materials and the like. The duration of such release shall be appropriate to the need.

- F. Each teacher will have a duty-free lunch period of thirty (30) minutes.
- G. The Committee recognizes the need to dismiss school upon occasion at a time earlier than the normal dismissal time in order to allow teachers on a District-wide basis to engage in professional activities and programs. Such dismissal shall result from approval of the School Committee and the Superintendent of Schools. The School Committee will provide a minimum of four (4) half-days per year for the purpose of parental conferences.
- H. Early release time will be granted to teachers who have extra-curricular duties such as coaching, so long as the early release does not interfere with regular classroom duties.
- I. The normal practice will be to grant teachers (and nurses with teaching assignments) five (5) preparation periods per week. At least four (4) preparation periods per week to be taken when Special Teachers or their substitutes are present in the classroom, subject to the approval of the Principal. A teacher may be assigned to conferences or meetings during one of said periods. Any additional preparation periods granted during a week may also be designated by the Principal for conferences or meetings. Teachers will accompany their students to Library or Technology as scheduled by Administration. If the School Committee, however, for fiscal reasons (which upon request to the Superintendent will be provided to the Association) reduces its Special Teacher availability to fewer than five (5) periods per week, each teacher shall have at least two hundred (200) minutes per week in no shorter than twenty (20) minute segments. All Itinerant and Special Teachers shall have preparation time equivalent to regular classroom teachers.
- J. Whenever a regular teacher is required to substitute for an Art, Music, Physical Education, Technology, or Library Teacher, the teacher will be paid thirty dollars (\$30) to cover the class. Such payments shall be made to those teachers whose preparation periods were denied
- K. Teachers may be allowed to leave the building during the lunch time, provided permission is obtained from the Principal or designee, if the Principal is not available.

- L. Teachers will not be required to perform lunch recess duty nor lunch room monitoring duty caused by the absence of the regularly assigned monitor except in an emergency. Emergency assignments will not exceed five (5) consecutive school days, and will be equitably assigned.

ARTICLE VIII
TEACHER ASSIGNMENTS

- A. Teachers will be notified in writing of their assignment for the coming year and whenever possible any special or unusual classes they will have. Such notice will include the school and the grade assigned. Teachers will be notified as soon as practicable and under normal circumstances not later than August 1st.
- B. Teachers will not be assigned outside the scope of their teaching certificates.
- C. Whenever possible, changes in grade assignment will be voluntary. The Association will cooperate with the Administration to encourage voluntary grade changes.
- D. There shall be one (1) scheduled evening meeting for Open House in each school in the fall of each school year. In addition, each teacher will make himself/herself available for one (1) evening program. The one (1) evening program will be scheduled only after consultation with teachers in each building in the School System.

ARTICLE IX
NON-TEACHING DUTIES

Whenever possible, the Committee will continue its policies of utilizing teacher's aides to assist teachers.

ARTICLE X
VACANCIES AND PROMOTIONS

- A. Teachers will be notified of vacancies which occur in the individual Towns of School Union #38 by the posting of notices of such vacancies in the Principal's office or the teachers' room in the schools as far in advance of the appointment as possible.
- B. Notice of all vacancies in the bargaining unit will be sent to the President of the Association.

ARTICLE XI
TRANSFERS

- A. Voluntary Transfers
 - 1. Changes in assignment will, to the extent possible, be made on a voluntary basis.
 - 2. Teachers desiring a voluntary transfer will submit a written request to the Principal by April 1st. Later requests will be considered for later vacancies.
 - 3. If a volunteer is not granted his/her request, the Principal will inform her/him of the reasons in writing.
- B. Involuntary Transfers
 - 1. Involuntary transfers will be made only after all voluntary transfer requests have been considered.
 - 2. The normal practice is that the least senior teacher with the proper certification will be transferred. If the least senior teacher with the proper certification is not transferred, then the Principal will inform the Association of the reasons in writing.
 - 3. The normal practice is that involuntary transfers will not exceed two (2) grade levels.

4. Any involuntary transfer will be made only after a meeting between the teacher involved and the Principal, at which time the Principal will notify the teacher of the reasons for the transfer.
5. If the teacher disagrees with the transfer, s/he may discuss the matter with the Superintendent.
6. Notices of transfer will be given to the teacher(s) as soon as possible and under normal circumstances not later than June 1st.
7. In the event there is disagreement over whether such transfer is justified, such disagreement will be subject to the Grievance Procedure.

ARTICLE XII
LEAVES OF ABSENCE WITHOUT PAY

- A. At the discretion of the Superintendent, a leave of absence of up to one (1) year will be granted for the purpose of caring for a member of the teacher's immediate family.
- B. The Superintendent may grant a leave of absence for up to one (1) year for health reasons.
- C. Other leaves of absence without pay may be granted at the discretion of the Superintendent.
- D. Unpaid leaves may be extended for a period of one (1) additional year, upon written request and at the discretion of the Superintendent.
- E. The employee may continue to participate in the Town's insurance program to the extent permitted under such plans. The employee shall be responsible for the full cost of the premiums.
- F. All benefits to which a teacher was entitled at the time the leave commences, including unused sick time, will be restored upon return from such leave.
- G. Maternity leaves will be granted to employees in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D and

the Federal Family and Medical Leave Act, as applicable. In addition, a teacher (but not both parents if both are employed by the School Committee), upon the birth of a child or upon the adoption of a minor child, may, in addition to the statutory leave to which she/he may be eligible, request and be granted a child-rearing leave of up to twelve (12) months, such leave to end at a mutually agreeable time so as to minimize disruption to students.

- H. The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA), Small Necessities Leave Act (SNLA), Domestic Violence Act (DVA), and M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee's policies regarding the above-referenced laws are posted in a conspicuous location in each building.

Leaves under the provisions of this Agreement, which are also eligible under the above-referenced laws, shall run concurrently as both statutory leave and contractual leave, and the more liberal of the provisions shall apply.

ARTICLE XIII **LEAVES WITH PAY**

A. Sick Leave:

1. Each teacher is granted fifteen (15) days' sick leave a year.
2. Unused sick leave shall accumulate to one hundred sixty (160) days.
3. In any one school year, three (3) of the fifteen (15) days intended for sick leave may be used at the option of the teacher for serious illness in the immediate family. An additional two (2) days will, subject to approval, be available for serious illness in the immediate family or other personal or business reasons at the discretion of the Principal.
4. In exceptional cases, other days of leave may be granted at the discretion of the Principal/Superintendent.
5. After three (3) consecutive days of illness, the Superintendent or his/her designee may ask for a physician's certificate.

B. Sick Leave Bank:

1. The parties to this contract agree to the formation of a Sick Leave Bank which may, upon application from a teacher, grant such additional sick days as required which the Bank may contain, providing the employee has exhausted all other sick days available. Sick days shall be granted from the Sick Leave Bank (hereinafter "SLB") only for purposes of recovering from chronic or prolonged illness (such as heart attack, cancer, liver disease or other prolonged or chronic disease or mental illness certified by a physician as disabling, or mental illness involving hospitalization).
2. The SLB shall be administered by a Sick Leave Bank Committee (hereinafter "SLBC") which shall determine eligibility for grants of sick days from the SLB upon application of a teacher. The SLBC may promulgate such additional rules and regulations as are from time to time necessary and are in addition to the provisions of this Agreement. The SLBC may make additional rules for eligibility as well as providing a form for application for sick days from the SLB.
3. The SLBC shall consist of two (2) members of the School Committee or their designees and two (2) representatives of the Association who may be chosen by the Association. A majority vote is required to pass all resolutions or actions.
4. The SLB shall consist of all teachers in the schools or school of the Town of Whately. New teachers shall become members of the SLB on the first day of the first school year in which they are employed. Teachers who are employed at the time of the signing of this Agreement shall become members on the first day of the new school year after the signing of this Agreement.
5. The SLBC may require teachers to contribute up to four (4) sick days per year in order to fill or maintain the SLB only when they are needed. Days not used in one year shall not be carried over to another year. Such days contributed will be deducted from a teacher's yearly allotment of sick days. Only employees covered by this Agreement shall be eligible for SLB.

ARTICLE XIV
TEMPORARY LEAVES WITH PAY

- A. Personal Leave - Each teacher will be entitled to two (2) days of non-accumulative leave of absence with pay each year for religious, legal, family and personal matters which cannot be handled except during school hours. Personal leave may only be taken in half-day or full-day increments. Personal leave may be granted to more than one (1) teacher in each school in any one (1) given day with the prior approval of the Principal, except in an emergency in the judgment of the Principal, subject to the approval of the Superintendent. Teachers who agree to work on a personal day shall receive substitute pay for that day, when worked. No days will be taken immediately preceding or immediately following a vacation or holiday, except at the discretion of the Superintendent. The preceding language shall not preclude a teacher from making application for a third personal day for good and sufficient reason.
- B. Professional Leave - With two (2) weeks' advance notice to the Principal, each teacher is granted three (3) non-accumulative professional days per school year. For the purposes of this Section, a professional day is defined as an organized activity engaged in by a teacher that is designed to increase teacher knowledge and skill. Such activities include making presentations, visiting other school districts and attending conferences, seminars, workshops or institutes. An additional two (2) days will, subject to approval, be available for professional leave.
- C. Bereavement Leave - Each teacher will be granted up to five (5) days per occurrence for the death of a member of the teacher's immediate family (mother, father, spouse, child, sister, brother, guardian, grandparent, grandchild, and comparable "step" relatives), or a permanent resident living in the employee's household. Each teacher will be granted up to three (3) days per occurrence in the event of the death of a teacher's mother-in-law, father-in-law, or others at the discretion of the Principal. Up to two (2) of the days listed above may be taken later in the same school year to attend a memorial service. Additional bereavement leave may be granted at the sole discretion of the Superintendent.

One (1) day leave will be granted to attend funerals of other members of a teacher's family. In addition, one (1) day may be used for a close friend and/or relative not mentioned here or above.

- D. Legal Proceedings Leave - The necessary time will be granted for appearances in any legal proceeding connected with the teacher's employment or with the school system on behalf of the School Committee.
- E. Such time will be granted as is necessary to comply with Selective Service examinations.
- F. Early dismissal leave will be granted for summer school with approval of the Superintendent.
- G. Jury Duty – Any teacher covered by this Agreement who serves on jury duty will continue to receive regular pay while serving on said duty and pay the Town the compensation received for jury duty.
- H. Sabbatical Leave - The School Committee may grant sabbatical leave to any teacher recommended by the Superintendent. Teachers eligible for such sabbatical leave will be only those who propose to the Committee a program of study and/or travel involving enrollment in an accredited college or university, whether such course of study takes place in the United States or abroad. Sabbatical leave will be granted only to those teachers whose program of study will, in the judgment of the Committee, benefit the program of the District and may be granted under the following conditions and requirements:
1. Eligibility for sabbatical leave will be limited to teachers who have completed five (5) years of service in the District prior to applying for such leave.
 2. Application must be made to the Committee not later than October 15th of the school year prior to the school year in which the sabbatical leave is planned.
 3. Successful applicants will be paid at the rate of two-thirds ($2/3^{\text{rds}}$) of the salary payable to them for the duration of the leave based on a school year of one hundred eighty-two (182) days.
 4. The applicant's final decision to take a sabbatical leave may be delayed until the awarding of fellowships, grants or scholarships which may be involved.

5. Not more than one teacher will be granted sabbatical leave for any school year.
 6. The teachers granted sabbatical leave execute an agreement to return to the District for not less than two (2) years of service. Failure to return as agreed will render the teacher legally liable to make restitution to the District of all salaries paid while on sabbatical leave except in the case of the teacher's death or permanent disability.
 7. The teacher returning from sabbatical leave shall be placed on the appropriate Step on the Salary Schedule as though in active service in the System for the period of the sabbatical leave. The sabbatical leave shall not affect continuity of service.
 8. Insurance coverage and all payroll deductions shall continue as though the teacher were in active service.
 9. Teachers shall be required to supply the Committee with such reports or certificates of attendance as it may reasonably request, relative to the teacher's itinerary and activities while on sabbatical leave.
- I. Child-Rearing and/or Adoption Leave - Employees may take unpaid leave for child-rearing and/or adoption leave in accordance with the Family and Medical Leave Act and M.G.L. c. 149, §105D. In the event of child-rearing leave and/or adoption leave as defined in the FMLA and M.G.L. c. 149, § 105D, a non-birth parent and/or a teacher adopting a child may choose to use up to a total of fourteen (14) accumulated sick leave days (e.g., in the event of multiple births or more than one child is adopted a total of fourteen (14) days shall be available) per school year to coincide with the birth or adoption of his/her child.
- J. Religious Leave - In addition to any leave available in accordance with Section A above, teachers will be entitled to two (2) days of leave with pay each year, to be deducted from accumulated sick leave, for observance of recognized religious rites when such observance is not possible outside the school day.

ARTICLE XV
TEACHER FACILITIES

The Committee and Association agree that the following facilities are desirable; and the Committee agrees to provide such facilities, subject to physical plan and budgeting restrictions.

1. Space in each classroom in which teachers may safely store instructional materials and supplies such as desks which may be locked, locked filing cabinets or the like.
2. A serviceable desk and chair for the teacher in each classroom.
3. A communication system so that the teacher may communicate with the main office from the classroom.
4. A well-lighted and clean restroom for teachers.
5. A separate private dining area reserved for exclusive use of school employees.
6. Adequate parking space for teachers' parking.

ARTICLE XVI
DEDUCTIONS

- A. Any teacher, upon request, may have premiums for the Massachusetts Teacher's Disability Income Policies payroll deducted, subject to provisions of Section E below.
- B. The School Committee authorizes the purchase of tax-sheltered annuities for its employees as provided under Section 403(B) of the Internal Revenue Code and Chapter 466 of the Acts of 1963, Commonwealth of Massachusetts, subject to provisions of Section E below.
- C. The Committee agrees to deduct from the salaries of its employees dues for the Union #38 Teachers Association, Massachusetts Teachers Association and the National Education Association, as each employee individually and

voluntarily authorizes the Committee to deduct, and transmit the monies promptly to the Treasurer of the Union #38 Teachers Association.

- D. The Committee agrees to deduct from the salaries of its employees payroll savings deductions to be transferred to the employee's account with the MTA Credit Union. This amount is to be designated by the employee and authorization for such deduction is to be made in writing to the Superintendent. Deductions of this nature are subject to the provisions of Section E below.
- E. Applications for insurance and tax-sheltered annuities shall be completed and submitted to the Office of the Superintendent of Schools prior to August 1st in order to prepare payrolls for September 1st. Exceptions will be made for teachers whose employment becomes effective after August 1st. Payroll deduction arrangements shall be made once a year prior to August 1st, except in the cases of teachers whose employment becomes effective after August 1st. Deductions, except withholding taxes, shall not be changed in any school year. They may be dropped, but not changed.
- F. The School Committee agrees to work with the Town Treasurer in order to provide a Section 125 Plan for the pre-tax payment of health care costs.

ARTICLE XVII

REDUCTION IN FORCE

It is agreed among the parties that should an employee be reduced in time under this agreement that the employee shall receive proportionate salary and benefits as his/her service bears to full time service. However, a person reduced to part time shall receive full seniority for such reduced service.

- A. The parties agree to be governed by the Laws of Massachusetts relating to Professional Teacher Status and Teacher Certification. The parties agree that the Laws of this Commonwealth shall take precedence over this clause. The School Committee, by this clause, intends to surrender no more of its discretion than is necessary to effectuate the specific language that is set forth below. If any part of this clause is found to be in conflict with a decision of the Courts or statutes of this Commonwealth, then the parties further agree such

parts shall be null and void and the rest of this clause shall continue in force.

- B. Whenever a situation arises in which the School Administration determines that it no longer requires the services of a teacher on a full or part-time basis, the Committee will take into consideration the teacher's area of licensure, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with section 38 and the best interests of the students in the school or district; and provided further, that for the purposes of this paragraph, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said section 38 and that are defined by the board as proficient and exemplary.

The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified.

- C. Should a reduction be necessary, the School Committee will notify all teachers as soon as possible after identifying the subject, grade, or specialization in which the reduction is to take place. A teacher who is threatened with reduction should supply the Superintendent of Schools with all teaching certifications they have in areas outside that in which they have been teaching should a teacher have a certificate or be certifiable before the start of the next school year. Such teacher with a certificate outside the area in which they teach will be offered

positions which are vacant or available if they have or can get by the beginning of the next school year certification for the vacant position. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. No teacher with such status shall be displaced by a more senior teacher with such status unless the more senior teacher is currently qualified pursuant to M.G.L. Chapter 71, Section 38G for the junior teacher's position.

- D. Nothing in this Agreement shall bar the Association from mailing to teachers who have been "laid-off" under this section notices of vacancies that occur within the unit.
- E. Recall: Employees on professional teacher status who are separated under this clause of the contract (that is, the separation is due to decrease in enrollment, economic cause, or reorganization rather than conduct unbecoming a teacher, or other disciplinary cause), shall be entitled to recall rights for one year from the effective date of termination. Recall shall mean that if a vacancy occurs during the period of recall for which that employee on recall is qualified and certified, they shall first be offered the position and shall be appointed, if they accept.

Employees on recall shall be responsible for providing an update of their addresses to the Office of the Superintendent. Notice of vacancy shall be sent by one registered letter to the last address provided and failure to respond to such notice within fifteen (15) days shall forfeit recall rights. Employees on recall shall notify the Superintendent of any new certifications they obtain during such recall. Employees on recall may maintain their membership in the group health insurance plan provided they pay the total costs of such plan. An employee who declines recall without justification shall be considered terminated without further recall rights or benefits. An employee who refuses recall with justification shall move down one place on the recall list. All rights and benefits that an employee was entitled to when laid off shall be restored, in full, upon recall.

ARTICLE XVIII
GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of membership in the Association or participation in its collective bargaining activities.
- B. If any provision of this Contract or any application of the Contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- C. This contract constitutes Committee policy in respect to teachers' wages, hours and other conditions of their employment and the Committee will carry out the commitments contained therein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other actions as may be necessary in order to give full force and effect to the provisions of this Agreement.
- D. No Strike Clause – The Association and any of its members will not engage in, induce or encourage any strike during the life of this Agreement.
- E. The professional employment of a teacher will not be jeopardized by the teacher's exercise of any rights of citizenship consistent with state and federal law. However, such activity must not conflict with the performance of the teacher's assigned duties.
- F. No teacher who has attained professional teacher status shall be dismissed without just cause and without the teacher receiving a written statement of the reasons.
- G. Copies of this Agreement shall be printed and a copy provided each teacher and every Committee member. The Superintendent and the President of the Association shall be provided with additional copies as needed. The cost of such preparation shall be shared equally by the Association and the Committee.

- H. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter or matter not specifically referred to or covered in this Agreement even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- I. No teacher who has attained professional teacher status will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- J. Mileage reimbursement will be made May 31st and December 1st of each calendar year.
- K. The District will cover all costs incurred by teachers in meeting the DESE ReTell training requirements.
- L. The Committee and Association agree that any recommendations of the Union 38 School Councils as represented in the School Improvement Plan that impact the terms and conditions set forth in this contract are subject to impact bargaining.

ARTICLE XIX
TEACHER PROTECTION

Teachers will report all cases of assault suffered by them in connection with their employment to the Principal of their school and Superintendent.

ARTICLE XX
COOPERATING TEACHERS

Teachers in the District, with the approval of the building principal, will be able to assist in the development of student teachers. Only teachers with a minimum of three (3) years of experience will normally have student teachers assigned to them. Teachers will assume the responsibilities inherent in such an assignment.

ARTICLE XXI
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association may use school buildings without cost at reasonable times for meetings, provided such use does not require the Committee to incur any additional custodial expense. Arrangements as to time and place will be made with the Principal of the building.

- B. Agency Fee – Effective thirty (30) days after execution of this Agreement or the commencement of employment, whichever comes later, each employee covered by this Agreement who is not a member of the Association shall be required to pay an annual Agency Fee, pursuant to Massachusetts General Laws Chapter 150E, Section 12. The Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not, be responsible for the implementation, collection or enforcement of the Agency Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee. The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any employee as a result of this Agency Service Fee agreement, including, but not limited to, any legal expenses incurred. In the event of conscientious or other objection to payment of the Agency Fee, the member of the bargaining unit will pay the amount of the fee to a fund set up by and administered by the Association for the individual or group benefit of Union #38 students.

The Fair Share/Agency Fee has been determined illegal by the Supreme Court. Therefore, this Article is no longer effective and shall not be enforced. However, the parties agree that if no case law changes in regard to

Fair Share/Agency Fees, the parties will meet to negotiate language that complies.

ARTICLE XXII
POSITIONS IN SUMMER SCHOOL, FEDERAL PROGRAMS,
SUMMER CURRICULUM WORKSHOPS

- A. All openings for summer curriculum workshops, summer school and for positions under federal programs will be adequately publicized by the Superintendent in each building as early as possible and teachers who have applied for such positions will be notified of action regarding their applications. Such notice will be given as soon as practicable.
- B. Teachers now in the employ of the District will receive first consideration by the Administration should they apply for such openings.
- C. In the case of summer curriculum workshops, written notice will be posted of positions open. Teachers will file written applications for such positions.

ARTICLE XXIII
LONGEVITY BENEFIT PLAN

- A. Employees with fifteen (15) completed years of service in the District may elect a longevity payment of four thousand dollars (\$4,000) per year for three (3) consecutive years. The benefit payments are to be paid as part of regular pay, not as a separate stipend. Payments do not continue through a period of unpaid leave but will be restored upon return to active employment. Payments shall not continue upon a teacher's separation from employment unless such separation is due to a reduction in force, or unless the selection process prevents the teacher from remaining in the benefits plan for the full three (3) years.
- B. Application is required by October 1st of the year preceding the year in which the benefit payments shall begin. Immediate placement is not ensured, since the District retains the right to set budget limits. However, the District will not set budget limits that are generally viewed as unreasonably restrictive. Employees electing but not immediately placed under the provisions of

Paragraph A above will be carried forward to the next school year and placed at the top of the list.

- C. In the event that an abnormally high number of employees elect this option in a specific year, the following sequence of events will take place:
1. A request will go to all employees who have elected this option seeking employees willing to delay the start of this option to the next school year. Employees will have five (5) school days to respond to this request.
 2. If a budgetary problem still exists after voluntary delays are sought, employees electing this option will start in order of seniority, with the most senior being placed first and the remainder starting in the next school year.
 3. No employee will be denied immediate placement on the longevity schedule specified in this Article for any reason other than as specified in this Article.

ARTICLE XXIV
DEATH OR RETIREMENT BENEFITS

- A. 1. Teachers who retire while employed by the District will be entitled to be paid for unused available sick days at the rate of two (2) days for each full year of service [one (1) day if the teacher elected the Article XXIII Longevity Plan].
2. In addition to A-1 above, if the teacher has at least ten (10) years of service as a teacher in the District, or is required to retire solely based on his/her spouse's illness or disability, the teacher will be entitled to a payment of four thousand dollars (\$4,000), plus twenty dollars (\$20) for each unused and available sick day [maximum allowance will be one hundred sixty (160) days plus the fifteen (15) days granted in the last year of service], up to a combined maximum of seven thousand five hundred dollars (\$7,500).

Example: With 25 years’ service as a teacher in the District and 160 unused and available sick days plus 8 days remaining from the days granted in last year of service, the teacher has 168 available days.

A.1: 25 years’ service = 50 days x per diem rate of salary (or 25 days x per diem rate if elected Article XXIII Longevity Plan)

A.2: 168 days x \$20 per day = \$3,360
+ \$4,000
\$7,360

3. Notice of intent to retire is required by October 1st of the year preceding the year in which the benefit payment shall be made. Accordingly, all salary benefits owed to a teacher shall be paid to the teacher within thirty (30) days after retirement if notice of intent to retire has been provided by October 1st of the previous year. Otherwise, all salary benefits owed shall be paid within thirty (30) days of the beginning of the fiscal year following the year in which the retirement occurs.

B. “Retirement,” as used in this Agreement, means the approved pension application by a teacher under the Massachusetts Teacher Retirement law.

C. Teachers hired on or after July 1, 2021. Teachers hired after July 1, 2021 shall not be eligible to access the retirement benefits detailed in Sections A and B of this Article. The following retirement benefit applies to teachers hired after July 1, 2021 only:

Teachers hired on or after July 1, 2021 will be paid in a lump sum an amount of money based upon payment of thirty dollars (\$30.00) per day for the first one hundred (100) sick days accumulated, and forty dollars (\$40.00) per day for any sick days accumulated above one hundred sick days, up to a maximum of one hundred sixty (160) days.

D. All salary benefits owed to a teacher shall be paid to the teacher or to his/her estate within thirty (30) days after retirement or the appointment of the estate representative in the case of death.

E. 1. If a teacher dies while employed by the District, the estate will be entitled to be paid for unused available sick days at the rate of two (2) days for each full year of service [one (1) day if the teacher elected the Article XXIII Longevity Plan].

2. In addition to E-1 above, if the teacher had at least ten (10) years of service as a teacher in the District, the estate will be entitled to a payment of four thousand dollars (\$4,000), plus twenty dollars (\$20) for each unused and available sick day [maximum allowance will be one hundred sixty (160) days plus the fifteen (15) days granted in the last year of service], up to a combined maximum of seven thousand five hundred dollars (\$7,500).

Example: With 30 years' service as a teacher in the District and 120 unused and available sick days plus 12 days remaining from the days granted in last year of service, the teacher has 132 available days.

E.1: 30 years' service = 60 days x per diem rate of salary (or 30 days x per diem rate if elected Article XXIII Longevity Plan)

E.2: 132 days x \$20 per day = \$2,640
+ \$4,000
\$6,640

ARTICLE XXV **NON-DISCRIMINATION**

The School Committee recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, pregnancy or pregnancy related conditions, color, disability, religion, national origin, gender identity, sexual orientation, or age. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.

ARTICLE XXVI **SAFE WORK ENVIRONMENT**

The School Committee is committed to proactively working to build an inclusive, positive school climate – one that fosters student and staff health and development to each individual's fullest potential – and to the development of respectful human relations at all levels and among all ages. To that end, the District has adopted and will enforce policies on the following: Non-Discrimination, Anti-Harassment, and

Anti-Bullying. Additionally, the School Committee prohibits retaliation against any individuals who oppose such discrimination, harassment, and/or bullying or who participate in an equal opportunity investigation.

ARTICLE XXVII
DURATION

This Contract will be effective as of July 1, 2020 and will continue in full force and effect until June 30, 2022.

IN WITNESS HEREOF, the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed this 12th day of January, 2021.

For the School Committee of Whately:


Maureen Nichols (Feb 1, 2021 16:03 EST)

Maureen Nichols, Chair

For Union #38 Teachers Association:


Lisa Galer (Jan 12, 2021 10:02 EST)

Lisa Galer, Officer

APPENDIX A

SALARY SCHEDULE

Union #38 Teachers

Effective July 1, 2020 - June 30, 2021

	B	B+15	M	M+15	M+30	M+45 CAGS
3	\$45,068	\$46,474	\$47,926	\$49,426	\$50,970	\$52,485
4	\$46,474	\$47,926	\$49,426	\$50,970	\$52,565	\$54,080
5	\$47,926	\$49,426	\$50,970	\$52,565	\$54,207	\$55,723
6	\$49,426	\$50,970	\$52,565	\$54,207	\$55,897	\$57,412
7	\$50,970	\$52,565	\$54,207	\$55,897	\$57,643	\$59,158
8	\$52,565	\$54,207	\$55,897	\$57,643	\$59,446	\$60,961
9	\$54,207	\$55,897	\$57,643	\$59,446	\$61,303	\$62,819
10	\$55,897	\$57,643	\$59,446	\$61,303	\$63,218	\$64,732
11	\$57,643	\$59,446	\$61,303	\$63,218	\$65,192	\$66,708
12	\$59,446	\$61,303	\$63,218	\$65,192	\$67,231	\$68,746
13	\$61,303	\$63,218	\$65,192	\$67,231	\$69,337	\$70,852
14	\$67,105	\$69,133	\$71,623	\$73,778	\$76,699	\$78,229
20	\$69,188	\$71,254	\$73,796	\$75,994	\$78,975	\$80,506

Effective July 1, 2021 - June 30, 2022

	B	B+15	M	M+15	M+30	CAGS
3	\$45,969	\$47,404	\$48,884	\$50,415	\$51,990	\$53,535
4	\$47,404	\$48,884	\$50,415	\$51,990	\$53,616	\$55,162
5	\$48,884	\$50,415	\$51,990	\$53,616	\$55,291	\$56,837
6	\$50,415	\$51,990	\$53,616	\$55,291	\$57,015	\$58,560
7	\$51,990	\$53,616	\$55,291	\$57,015	\$58,796	\$60,341
8	\$53,616	\$55,291	\$57,015	\$58,796	\$60,635	\$62,181
9	\$55,291	\$57,015	\$58,796	\$60,635	\$62,529	\$64,075
10	\$57,015	\$58,796	\$60,635	\$62,529	\$64,482	\$66,027
11	\$58,796	\$60,635	\$62,529	\$64,482	\$66,496	\$68,042
12	\$60,635	\$62,529	\$64,482	\$66,496	\$68,576	\$70,121
13	\$62,529	\$64,482	\$66,496	\$68,576	\$70,723	\$72,269
14	\$68,447	\$70,515	\$73,056	\$75,253	\$78,233	\$79,793
20	\$70,571	\$72,679	\$75,272	\$77,514	\$80,554	\$82,116

Nature's Classroom Teacher: One hundred dollars (\$100) per day of attendance by a teacher.

Workshop Presenters: \$30 per hour of presentation and reimbursement for reasonable expenses.

Tutoring Rate: \$33.00 per hour.

Head Teachers: \$1,500.

Placement on Step 20 occurs when a teacher has completed 19 years as a teacher in Union #38.

Mentors: \$500 per each new teacher, \$250 for second-/third-year teacher, \$250 for each additional teacher being mentored, to a maximum of three (3) in any year.

The Town of Whately currently pays 80% of the health insurance premium contribution, with the eligible employees who elect to participate in the Town offered health insurance paying the remainder 20% of the health insurance premium contribution.

APPENDIX B

UNION #38: EDUCATOR EVALUATIONS

Sections:

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

1. PURPOSE OF EDUCATOR EVALUATION

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

2) DEFINITIONS

- 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 10 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, or other relevant frameworks, that are locally bargained and comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

- iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator for a realistic time period sufficient to achieve the goals outlines in the Improvement Plan, but at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **DESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **Evaluator:** Any person designated by a Superintendent who has primary or supervisory responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The

Supervising Evaluator may be the primary Evaluator or his/her designee.

- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the Superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than 10 minutes; by the Evaluator and may include examination of artifacts of practice including student work. Observations will occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The Union #38 Teachers Association and the Whately, Sunderland, Deerfield, and Conway School Committees 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.

- DD) **Trends in student learning:** At least three years of data **after a base year of 2013-2014** from the locally bargained district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) EVIDENCE USED IN EVALUATION

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to

student learning, growth, and achievement set by the district. The measures set by the district as determined by the parties 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 not less than 10 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);
and
 - iv) Student Feedback – see # 23-24, below.

4) RUBRIC

- A) The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree to use the rubrics provided by the DESE. Administration and Association will determine through collaboration whether alternative rubrics will be used for Early Childhood and/or specialists (caseload educators) and, if so, what those rubrics will be.

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 DESE and feedback from district educators.
- 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 two 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 DESE and feedback from district educators.
- C) The Superintendent will work with the Association and the joint labor-management committee (see Section 26, E) to determine the most effective means of providing this training.
- D) At the start of each school year, the Superintendent, principal or designee trained in the evaluation procedure 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) Provide the content of this meeting in digital format. The Faculty meeting presenter may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

6) 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 Evaluator may be the Principal, Assistant Principal, Director of Special Education Services, and Director of Elementary Education. The Principal has the ultimate responsibility for evaluations.
- iii) 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 assessment data analysis and copies of the school and/or district goals.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee trained in the evaluation procedure 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 20th) 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.

7) EVALUATION CYCLE: GOAL SETTING AND DEVELOPMENT OF THE EDUCATOR PLAN

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

Evaluator retains the final authority over the goals to be included in the Educator's plan.

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.

8) 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 two announced observation during the school year using the protocol described in section 11B, below.

ii) The Educator shall have at least four unannounced 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 one announced and three unannounced observations during the school year.

9) 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 each year. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.

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 announced and four unannounced observations. An additional unannounced observation will occur

within a reasonable period of time if requested by the Educator or Evaluator.

- 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 two announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than two announced and two unannounced observations. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.

10) OBSERVATIONS

For Educators on a Developing Educator Plan (Non-PTS), Directed Growth Plan, or Improvement Plan, the Evaluator's first observation of the Educator will take place by November 15. Observations required by the Educator Plan will be completed by May 10th. The Evaluator will explain to the Educator the reason for any additional observations for purposes of evaluation after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. Observations will not occur on the day before or after a vacation period.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations but not less than 10 minutes. The evaluator will take notes during the observation.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, placed in the Educator's mailbox or mailed to the Educator's home. Teachers may also receive an email from their evaluator indicating that a new observation write-up is available to review in their My Learning Plan. At the request

of the Educator or Evaluator, a follow-up face-to-face conversation will be held within five (5) days, or on an agreed-upon date and time, after the written feedback

- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation of at least 30 minutes in duration within 30 school days.

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 or request of the Evaluator shall have at least one Announced Observation.

- (a) The Educator and Evaluator together shall select the date and time of the lesson or activity to be observed and discuss 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.

11) 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 as set forth in the Educator's Plan.
- 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.
- 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, placed in the Educator's mailbox or mailed to the Educator's home. Teachers may also receive an email from their evaluator indicating that a new observation write-up is available to review in their My Learning Plan.
- G) The Educator shall have the right to respond in writing within 5 school days to the Formative Assessment after receiving the report which shall become part of the final Formative Assessment 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.

12) 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 with primary emphasis on the Educator plan.
- 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, placed in the Educator's mailbox or mailed to the Educator's home. Teachers may also receive an email from their evaluator indicating that a new observation write-up is available to review in their My Learning Plan.
- 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 shall have the right to respond in writing within 5 school days to the formative evaluation after receiving the report which shall become part of 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.

13) EVALUATION CYCLE: SUMMATIVE EVALUATION

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 1 for teachers with ratings of needs improvement or unsatisfactory and May 15 for all others.
- 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.

- 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 by April 1 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, placed in the Educator's mailbox or mailed to the Educator's home by May 1 for teachers with ratings of needs improvement or unsatisfactory and May 15 for all others. Teachers may also receive an email from their evaluator indicating that a new observation write-up is available to review in their My Learning Plan.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 5th.
- K) The Evaluator shall 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 1st.
- 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 10th. 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.

14) EDUCATOR PLANS – GENERAL

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

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

15) EDUCATOR PLANS: DEVELOPING EDUCATOR PLAN

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

16) EDUCATOR PLANS: SELF-DIRECTED GROWTH PLAN

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

17) EDUCATOR PLANS: DIRECTED GROWTH PLAN

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.

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

18) EDUCATOR PLANS: IMPROVEMENT PLAN

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for a time period sufficient to achieve the goals outlined in the Improvement Plan, but no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

- F) The Improvement Plan process shall include:
- i) Within five 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) Upon the educator's request a representative of the Association shall attend the meeting.
 - iii) The Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.

- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

19. TIMELINES (DATES IN ITALICS ARE PROVIDED AS GUIDANCE)

Activity:	Completed By:
Superintendent, principal or designee trained in the evaluation procedure meets with evaluators and educators to explain evaluation process	<i>September 20</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 completes 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 completes 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 1</i>
Evaluator completes observations	May 10th
Evaluator completes Summative Evaluation Report: -for teachers with ratings of needs improvement or unsatisfactory -for teachers with ratings of proficient or exemplary	May 1 May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 5
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 1
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 10

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 1 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 10 of Year 2

A) Educators on Plans of Less than One Year

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

20. 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 1st. 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.

21. RATING IMPACT ON STUDENT LEARNING GROWTH

DESE 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 by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

22. USING STUDENT FEEDBACK IN EDUCATOR EVALUATION

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

23. 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.

24. TRANSITION FROM EXISTING EVALUATION SYSTEM

A) The parties may agree starting in 2013-14, all educators will be evaluated under the new evaluation procedure. All educators with PTS will be placed initially on a Self-Directed Growth Plan. The Principal will determine which educators will be placed initially on a 1-year Self-Directed Growth Plan and which educators will be placed on a 2-year Self-Directed Growth Plan. 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).

25. GENERAL PROVISIONS

A) Only Educators who are licensed and serving as administrators may serve as evaluators of Educators. The Evaluator may be the Superintendent, Principal, Assistant Principal, Director of Special Education Services, and Director of Elementary Education, but the Principal will make the final determination.

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 DESE (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 Superintendent to discuss the disagreement. Should the Educator request such a meeting, the Superintendent must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
- E) The Joint-Labor Management Evaluation Team (JLMET) will meet annually if requested by either party, to review the current evaluation procedure and recommend adjustments to the parties. There shall be an equal number of members on the JLMET from each party, appointed by the Union #38 President and the School Committee designee, respectively. The JLMET shall also meet after ratification of the 2016-2019 collective bargaining agreement to discuss student feedback, staff feedback, and DDM's.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

APPENDIX C

PRINCIPAL SURVEY

10/27/2020

Copy of Teacher/Staff Survey-Union 38

Copy of Teacher/Staff Survey-Union 38

Please respond to each statement to help the principal/admin improve his/her performance. If you give a score of 1 or 2, please provide suggestions for improvement under the comments section at the end.

Key: 4- Always or Almost Always 3- Consistently 2- Inconsistently 1- Seldom/Never
0- N/A

1. Maintains open lines of communication with me.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. Makes helpful recommendations to me for improvement of performance.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3. Encourages open, honest communication and respect for differences of opinion.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- 4. Involves teachers appropriately in decision-making.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- 5. Takes appropriate action to resolve problems in a timely manner.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- 6. Treats me fairly

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- 7. Demonstrates support and trust in me.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

8. Demonstrates a genuine interest in students, faculty and staff.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

9. Supports me and my relationship with students/parents.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

10. Has the respect and confidence of the faculty.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

11. Conducts meetings effectively.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

12. Makes himself/herself available and is responsive to faculty issues.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

13. Contributes to positive morale among teachers.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

14. Listens and responds to the concerns of staff.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

15. Visits my classroom or work space.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

16. Is responsive to my requests for needed materials and equipment.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

17. Provides opportunities for identifying and participating in professional development opportunities.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

18. Demonstrates fairness in decision making.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

19. Is approachable and easy to talk to about personal and professional matters.

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

20. Promotes a good feeling in school (positive school climate).

Mark only one oval.

0	1	2	3	4
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

21. Comments

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