

AGREEMENT

BETWEEN THE

SCHOOL COMMITTEE OF THE TOWN OF NEEDHAM

and

NEEDHAM EDUCATION ASSOCIATION

UNIT B

JULY 1, 2013 - JUNE 30, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Agreement	v
	Preamble	v
Article 1	Recognition Employees in Unit B Non-discrimination Clause	1
Article 2	Rights of Association Dues Authorization Participation in Credit Unions	2
Article 3	Rights of Committee	4
Article 4	Grievances Process and Levels	5
Article 5	Arbitration Timetable and Fees	8
Article 6	Continuity of Employment Prohibited Activity	9
Article 7	Conditions of Professional Service Workdays Beyond 182 Assignments Mileage Expense	10
Article 8	Evaluations Procedures	12
Article 9	Transfers Voluntary and Involuntary	13
Article 10	Vacancies and Promotions	14
Article 11	Legal Assistance	15
Article 12	Use of School Facilities Community and Association Use	16
Article 13	Administrator Facilities	17
Article 14	Insurance Payroll Deductions for Life and Health Insurance	18

Article 15	Tax Sheltered Annuities Process of Submission	19
Article 16	Sabbatical Leave	19
Article 17	Sick Leave Allocation Notification Date for Sick Leave Buyback Unpaid Medical Leave	20
Article 18	Sick Leave Bank	22
Article 19	Worker's Compensation	22
Article 20	Educational Leave	23
Article 21	Personal Leave Allocation	24
Article 22	Bereavement Leave Eligibility and duration	25
Article 23	Delegates Leave Duration	26
Article 24	Peace Corps, Exchange Teacher, Vista Teacher	26
Article 25	Military Leave	26
Article 26	Maternity Leave	27
Article 27	Other Leaves	27
Article 28	Salaries and Professional Development Longevity Lane Change Notification Twelve-month Administrators	28
Article 29	Reduction in Force Procedure Articulation of Administrative Groups Notification Dates	31
Article 31	Separability and Savings	33
Article 32	Duration	34
Article 33	Extended Time	
Appendix	Salary Schedule Evaluation Instrument	35-43 TBD

AGREEMENT

This Agreement is made and entered into as of the first day of July, 2013, by and between the School Committee of the Town of Needham (hereinafter referred to as the "Committee"), and Unit B of the Needham Education Association (hereinafter referred to as the "Association").

PREAMBLE

In entering this field of collective bargaining, it has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the legitimate interest of the administrators in their rights of compensation and conditions under which they perform their duties. The Parties recognize that this process is fully consistent with their mutual goal to improve educational opportunities and special services for the students enrolled in the Needham Public Schools.

The Parties acknowledge that the Committee has complete authority, except as modified by this Agreement, over the policies and administration of the schools which it exercises under law, and that this vehicle of collective bargaining will continue to provide the administrators with an opportunity to bring their knowledge and experience to bear on matters of professional concern, together with that of the Committee, with a goal of assisting in solving the problems inherent in the advancement of education.

ARTICLE 1 RECOGNITION

SECTION 1

The Committee recognizes the Association as the exclusive bargaining agent and representative (with respect to wages, hours, and other terms and conditions of employment, eligible as subjects of collective bargaining under the provisions of Chapter 150E of the Massachusetts General Laws) of a Unit, hereinafter referred to as "administrators," including the High School, Middle School, and Elementary Assistant Principal(s); Director of Physical Education and Health; Director of Fine and Performing Arts; **High School Director(s) of Special Education; K-8 Assistant Director of Special Education; Special Education Coordinator(s);** Director of World Languages; Director of Guidance; Department Chairperson (9-12) English; Department Chairperson (9-12) Social Studies; Department Chairperson (9-12) Science; Department Chairperson (9-12) Mathematics; Director of Athletics **6-12 and Club Sports;** Director of METCO; Preschool Coordinator **Director;** Elementary Literacy Curriculum and Instructional Specialist **K-8 Literacy Coordinator;** Middle School Curriculum Coordinators; and Director of Nursing; but excluding the Director of Community Education, the Coordinators of Community Programs, the Director of Food Services, Building Principals, all Central Office Administrators, and such other employees of the Committee.

SECTION 2

The Committee and Association agree that there will be no discrimination in the training, assignment, promotion, transfer, or discipline of administrators because of race, creed, national origin, gender, marital status, or political activities protected by the Statute of the Commonwealth of Massachusetts.

SECTION 3

In executing this Agreement, it is understood that neither the Committee nor the Association has waived any rights accorded them under the General Laws of the Commonwealth of Massachusetts, except as expressly set forth herein.

SECTION 4

This Agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

The Committee shall not be under any obligation to negotiate with the

Association any modification or additions to this Agreement, which are to become effective during the term hereof.

In the event that agreements are reached on a voluntary basis between the Committee and the Association, they may be reduced to writing, be signed by the Committee and the Association, and be added as an addendum to this Agreement.

SECTION 5

Both the Committee and the Association agree that upon execution of this Agreement, they will each take whatever legal action may be necessary to carry out the commitments set forth herein.

ARTICLE 2 RIGHTS OF ASSOCIATION DUES DEDUCTION

SECTION 1

There shall be no reprisals, discrimination, interference, restraint or coercion by the Committee or the Association or their respective agents against any administrator because of membership or non-membership in or participation in the lawful activities of the Association.

Representation by the Association in the capacity of bargaining agent shall be available to all administrators in the Unit covered by this Agreement who are eligible for membership. During the term of this Agreement, no administrator shall be required to join the Association or pay a fee or dues, either as a condition of employment or to obtain the representation required by Chapter 150E.

SECTION 2

The Committee agrees that in accordance with the provisions of Chapter 180, Section 17 (c) of the General Laws of Massachusetts, it will request the Town Treasurer to deduct membership dues from the salaries of its administrators who have voluntarily submitted a written authorization in the form set forth below.

Dues will be deducted in twenty-six (26) equal installments, once per pay period.
Effective July 1, 2016, dues will be deducted in twenty-four (24) equal installments.

The amount so deducted will be remitted in accordance with such authorization

to the Needham Education Association for disbursement to the respective organizations, provided that the Committee shall be under no obligation to make any such deductions after the receipt of a revocation, in accordance with the terms of the authorization. The Committee will continue such deductions so long as collective bargaining for the successor contract continues or the parties are in mediation, fact finding or similar procedures.

The Committee will incur no liability for loss of dues monies after the Association representative received said monies in person from the Town Treasurer.

SECTION 3

The Town of Needham will assign a payroll deduction slot for administrators to participate in the Massachusetts Teachers Association disability insurance plan. The NEA will provide to the Town the premium amounts and the deduction authorizations for those employees who are eligible for and wish to participate in the plan.

DUES AUTHORIZATION CARD

I hereby request and authorize the Needham School Committee to direct the Town Treasurer to deduct from my earnings and transmit to the Association listed below an amount sufficient to provide for the regular payment of membership dues as certified by each such Association in twenty-six (26) equal payments each year. **Effective July 1, 2016, dues will be paid in twenty-four (24) equal payments.**

This authorization shall remain in effect until, by written revocation of this authorization, which shall become effective sixty (60) days after receipt of such revocation by the Superintendent of Schools and the President of the Needham Education Association. Absent such revocation, the authorization will remain effective so long as collective bargaining for a successor contract continues or the parties are in mediation, fact-finding or similar procedures.

I hereby waive all rights and claims for said money so deducted and transmitted in accordance with this authorization and relieve the Committee and all of its officers and agents from any liability therefore.

Needham Education Association ()

Massachusetts Teachers' Association ()

National Education Association

()

Date _____

Signature _____

Address _____

SECTION 4

Each of the Associations referred to in Section 2 above will certify to the Committee, in writing, the current rates of its membership dues. Any Association which will change the rate of its membership dues will give the Committee ninety (90) days written notice prior to the effective date of such change.

SECTION 5

In accordance with the provisions of Section 178B of Chapter 149 of the General Laws, the School Committee will request the Town Treasurer to make payroll deductions for those administrators who so authorize him for payments into either the Massachusetts Teachers' Association Credit Union (Century Bank and Trust Company of Medford) or Wellesley Municipal Employees Federal Credit Union. Such deductions are to be made each pay period and are to be limited to savings and/or loans to be placed with the credit union(s) named in this section. In addition, the Committee will request the Town Treasurer to make payroll deductions for those administrators who so authorize him for purchase of United States Savings Bonds, premiums under annuity contracts and premiums under employees group health and life insurance. Requests for deductions for annuity premiums and for changes in the amount deducted can be made at any time.

SECTION 6

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Association by the Statute of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but are in no way to be construed as limited to, the subjects mentioned in the table of contents of this Agreement.

ARTICLE 3 RIGHTS OF COMMITTEE

The Committee is a public body established under and with the powers provided by the Statute of the Commonwealth of Massachusetts. As elected representatives of the citizens of Needham charged with the responsibility for the quality of education in and the efficient and economical operation of the Needham School System, it is acknowledged that the Committee has a final responsibility for establishing the education policies of the public schools in Needham.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the Committee by the Statute of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are to be construed as limited to, the subjects mentioned in the table of contents of this Agreement.

As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE 4 GRIEVANCES

SECTION 1

For the purposes of this Agreement, a grievance shall be defined as: Any complaint by an administrator covered by this Agreement that (1) s/he has been subject to a violation, inequitable application, or misinterpretation of a specific provision of this Agreement, or (2) s/he has been subjected to an-unfair or discriminatory act contrary to established policy and practice.

SECTION 2

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problem which may from time to time arise affecting the operation of Needham Public Schools or the welfare or working conditions of administrators. Both Parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

SECTION 3

Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment above level one and to state its views. If the administrator so chooses,

a representative of the Association may be present at level one.

SECTION 4

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Needham for any administrator involved in presenting such a grievance.

SECTION 5

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 be extended only by prior mutual written agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article, except that any claims involving a discharge which would otherwise be cognizable under the provisions of this Article may be submitted as a grievance when a successor agreement is executed. It is understood that any grievances pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

SECTION 6

It is agreed and understood between the parties that no disposition of a grievance by any individual referred to in the various steps who holds a position covered by this Agreement, or any other agent of the Committee will be binding on the Committee except that any resolution of a particular grievance will become final after the passage of fifteen (15) school days from the date of resolution. It is further understood that no attempted resolution by any such individual will constitute in any way an admission that there has been a violation of the contract and that such individuals have neither the right nor the authority to admit or agree that any action is in violation of the contract.

SECTION 7

If at the end of fifteen (15) business days next following either the occurrence of any grievance or the date when the administrator should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One as set forth below, the grievance shall be deemed to have been

waived.

Level One An administrator with a grievance will first discuss it with his/her immediate supervisor at a time which will not interfere with or disrupt normal operations.

Level Two If at the end of three to five (3 to 5) school days next following such presentation the grievance shall not have been disposed of to the aggrieved's satisfaction, the administrator may file with the Chairperson of Unit B a written statement of the grievance. Such statement shall be reviewed with the administrator by the said Chairperson or his/her designee and if after such review the administrator so desires, the grievance may be presented in writing by the administrator to the Superintendent or his/her designee within five (5) school days.

Level Three If at the end of fifteen (15) school days next following presentation of the grievance in writing to Superintendent the grievance shall not have been disposed of to the satisfaction of the Association, the Association may, by giving written notice to the Superintendent, submit the grievance to arbitration.

SECTION 8

If there is a grievance which directly affects a group or class of administrators or is of a general nature, the Association may submit a grievance in writing directly to the Superintendent.

SECTION 9

A grievance not initiated within the time specified shall be deemed waived. Failure of the administrator filing the grievance or the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered waived and shall not be eligible for further appeal.

Failure of the School Committee or its representatives to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the Parties,

providing that such agreement is fully set forth in writing and signed by both Parties.

SECTION 10

In the event a grievance is filed on or after June 1 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 year or as soon thereafter as is practicable.

SECTION 11

The School Committee will upon request provide the Association with copies of any documents in its possession, including approved Minutes of the School Committee, which may be necessary for the resolution of grievances under this Agreement. The parties recognize that in exceptional circumstances, the Committee may withhold confidential documents, but only if those documents are not material to the grievance. In such case, the Committee shall so inform the Association, and the Association shall be entitled to submit such issue to an arbitrator to determine whether or not the documents are confidential and are material to the grievance. The information contained in confidential documents which are withheld shall not be used against an administrator.

ARTICLE 5 ARBITRATION

SECTION 1

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice of the intention to arbitrate, then the party demanding arbitration shall within three (3) school days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

SECTION 2

The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the

Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake and in no event shall any present or future member of the Committee have any personal obligation for payment under the provisions of this Contract.

SECTION 3

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. S/He shall arrive at his/her decision solely upon the facts, evidence, and contentions presented by the Parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement and in reaching his/her decisions shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association, and the administrator or group of administrators who initiated the grievance.

SECTION 4

Notwithstanding anything to the contrary, no disputes or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE 6 CONTINUITY OF EMPLOYMENT

SECTION 1

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members individually and collectively agree for the term hereof that they shall not cause, sponsor, sanction, assist, or participate in any strike, work stoppage, concerted absence, refusal to perform assigned duties, or other illegal activities directed against the Needham School System during the term of this Agreement.

SECTION 2

If the Association disclaims such activities publicly and in writing to the Committee, advises the individuals concerned that the activity is illegal and in violation of this Contract and instructs them to cease such activities, it will not be liable in any way therefore.

SECTION 3

Administrators who participate in any such activities may be disciplined or discharged as the Superintendent in his judgment deems proper; said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

SECTION 4

In connection with any negotiations for a successor agreement held pursuant to Article 31 (Duration), said negotiation shall be conducted without the threat of sanctions or strikes by either party to the extent prohibited by law, and any outstanding differences may be referred to the mediation, fact-finding, or other statutory impasse procedures permitted by law only.

ARTICLE 7 CONDITIONS OF PROFESSIONAL SERVICE

SECTION 1

Each administrator within the Needham School System will be provided with a copy of this Agreement, and each newly appointed administrator will receive, as soon as practicable, a letter of appointment setting forth compensation in accordance with the salary schedules set forth and included in the Collective Bargaining Agreement. The Committee will also provide the Association with twenty-five (25) copies of this Agreement and any amendments thereto.

SECTION 2

Administrators, other than newly appointed administrators, will be notified in writing of any changes in their assignments from the prior school year. This notification will be given as soon as possible and, normally, not later than the close of the school year. In the event that changes in assignment are necessitated by conditions arising

during the summer, notice of such change will be mailed as soon as practical to the administrator's last known permanent home address.

SECTION 3

The work year of administrators is set forth in Appendix A. It is recognized that the proper performance of administrators' duties will normally require them to work longer than the normal school day, and administrators shall work at their assigned duties for whatever reasonable time may be necessary. Because administrators exercise judgment in the performance of their duties, they may adjust their daily work schedules to accommodate the various demands of their particular positions, subject to the approval of the Superintendent or immediate supervisor. Scheduled workdays beyond 182 days must be performed during a school vacation week or during the months of June, July and/or August with approval from the Superintendent or his designee and the principal. If a member of the unit is asked to work a Saturday or Sunday by the principal or member of central office administration, the day will count towards meeting work year requirements.

Any administrator who works beyond his/her work year as agreed to by said administrator and the Superintendent or his/her designee will be given compensatory time or a full day's pay according to the wishes of the administrator.

Administrators have ability to work from home with prior supervisor approval and approval of the Superintendent or **Director of Human Resources** for days which are outside of 182 student days. The work from home days cannot be used on either side of a school vacation week, on weekends or holidays.

SECTION 4

Authorized automobile travel in the course of an administrator's employment will be compensated at the town rate per mile.

SECTION 5

Administrators who are away on matters relating to the Needham Public Schools shall be considered as being engaged in the performance of their regular duties, provided said absences have been authorized by the Superintendent or his/her designee.

SECTION 6

No administrator shall accept any employment outside the Needham Public

School System that would negatively influence his ability to perform his/her duties.

SECTION 7

An administrator who is resigning from the Needham Public Schools will give the Superintendent sixty days' notice of resignation.

ARTICLE 8 EVALUATIONS

SECTION 1

Valid assessment of the administrative process requires that one recognize the complexity of administration, and attempt to view the process as a whole or totality. For analytical purposes, it is useful to view the components of this process separately: administrative effectiveness, supervisory effectiveness, and leadership effectiveness.

SECTION 2

Administrators new to their position will be evaluated at least once annually for three (3) consecutive years by their immediate supervisor(s). The third year administrator will submit a reflective written summary documenting areas of accomplishment in the evaluation categories. This report must be submitted by February 15.

SECTION 3

A Committee of Unit B administrators and the Director of Human Resources shall meet to revise the language as articulated in the Unit A contract.

SECTION 4

All direct monitoring or observation of the work performance of an administrator will be openly conducted with the full knowledge of the administrator. It is recognized that direct monitoring and observation are only part of the overall evaluation process.

SECTION 5

Administrators will review and be given a copy of any evaluation report prepared by an evaluator. After such review, the administrator will initial the report to indicate the fact that the review has been completed.

SECTION 6

- a) No material derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has had an opportunity to review such material. Excluded from this will be material such as confidential references received at the time of the administrator's initial employment.
- b) The administrator will acknowledge that s/he has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

SECTION 7

An administrator shall be permitted by appointment to inspect the content of his/her personnel folder, and to use the duplicating facilities, at a reasonable cost, to make copies of such contents and records as concern his/her work or him/herself. Excluded from this would be documents of a "confidential" nature received prior to employment.

SECTION 8

If an administrator is disciplined, reprimanded, or not reappointed, the administrator may request a written statement of all reasons for said personnel action.

SECTION 9

No administrator who has served as an administrator in the Needham Public Schools for more than three (3) years shall be discharged without just cause. No administrator who has served in a particular administrative position for more than three (3) consecutive years shall be demoted without just cause.

ARTICLE 9 TRANSFERS

SECTION 1

Administrators who desire a change in assignment shall file a written statement

of such desire with the Superintendent not later than January 1. As soon as practical, but not later than the end of the school year, the Superintendent shall notify said administrator of the disposition of the request.

SECTION 2

Administrators subjected to involuntary transfers will be transferred to comparable positions as far as is reasonably practical. Reasonable effort will be made to hold such involuntary transfers to a minimum.

SECTION 3

While it is recognized that positions must be filled promptly, the administration will continue its efforts to acquaint the staff with known vacancies so that appropriate requests for transfers may be filed. Efforts will be made to keep the information reasonably current, but it is recognized that the final responsibility for requesting any transfer, even in advance of openings, is the individual administrator's.

SECTION 4

The requests of individual administrators will receive fullest consideration, but the educational and administration requirements of the school system and its pupils will be the controlling factor as decided by the Superintendent without recourse to arbitration in any transfer.

SECTION 5

All requests for transfers must be renewed each year.

ARTICLE 10 VACANCIES AND PROMOTIONS

SECTION 1

The filling of promotional positions and other administrative vacancies within the Needham School System is the responsibility of the Superintendent.

SECTION 2

For purposes of this Article, vacancies and promotional positions are defined to include only those administrative positions included within the Unit B salary schedule.

SECTION 3

Whenever a vacancy occurs during the school year (September to June), it will be publicized by means of notices placed in the personnel conference on FirstClass as soon as the vacancy occurs. During the months of July and August, notice of such vacancy will be conveyed directly to the Chairperson of Unit B of the Needham Education Association or his/her designee.

SECTION 4

All such notices shall set forth the specifications, qualifications, and compensation for the position and the date by which application shall be filed with the Superintendent.

SECTION 5

Advancements or promotions shall be based upon the Superintendent's judgment as to what will best serve the interests of the students, and the Superintendent will give due consideration to the professional background, attainments, knowledge, ability, skill, efficiency, attendance, physical condition, general health, and personality of the applicant. Whenever the above factors are equal in the judgment of the Superintendent, the applicant with the longest term of employment in the Needham School System will be advanced or promoted. It is recognized that the final decision as to promotions must rest with the Superintendent and not subject to the grievance or arbitration process. All applicants will be notified of the disposition of their applications. The Administration will continue its practice of discussing the application on a confidential basis with an individual upon request.

SECTION 6

Nothing in this Agreement shall prevent the Superintendent or the administration from making acting appointments in the best interests of the educational needs of the system until positions can be filled with permanent appointments. Time spent in such acting appointments shall not be regarded as evidence of superior qualifications for the permanent openings. After two weeks in an acting appointment, the administrator shall be placed on the salary schedule for the position which is next higher than his/her permanent per diem salary for the duration of the acting appointment.

ARTICLE 11 LEGAL ASSISTANCE

SECTION 1

Administrators will immediately report all cases of abusive conduct, tort, and/or assault suffered by them in connection with their employment to the Superintendent of Schools in writing.

SECTION 2

This report will be forwarded to the School Committee, which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison among the administrator, the police, and the courts.

If criminal or civil proceedings are brought against the administrator alleging that s/he committed an assault while acting within the scope of his/her employment, the School Committee will request the assistance of Town Counsel to defend him/her in such proceedings in connection with an alleged assault suffered by him/her while acting within the scope of his/her employment; such administrator may request the School Committee to request Town Counsel to represent him/her in such proceedings. If the School Committee does not provide Town Counsel, and if the administrator prevails in the proceedings, the School Committee will reimburse the administrator for reasonable counsel fees incurred by him/her as allowed by law.

SECTION 3

Administrators or their designees, if the administrator is unable to do so, will report any cases of abusive conduct, tort, or assault suffered by them in the scope of their employment in writing promptly, and in all cases within forty-eight (48) hours. If an administrator fails to comply with this provision, s/he shall be deemed to have waived all rights of protection under this Article.

ARTICLE 12 USE OF SCHOOL FACILITIES

SECTION 1

Priority for the use of school facilities will be given to school functions.

SECTION 2

The general policy of the Needham School Committee is to permit the use of school buildings for educational, recreational, and civic purposes insofar as it is practical to do so without interference with regular school activities. Nothing in this Agreement should be construed as denying the broadest use of these public facilities to the citizens of the community.

SECTION 3

Subject to the foregoing, the Association will have the privilege of using school buildings without cost at reasonable times for meetings or elections. Request for such use will be made to the Director of Municipal Building Maintenance, and the principal of the building in question will be notified in advance of the time and place of all such meetings.

The Association may request the use of a secondary school athletic facility and equipment without cost one evening each week. The regular procedure or application for use of school buildings must be followed. In the event that additional custodial services are required, the Association shall bear the cost thereof.

SECTION 4

Association notices may be posted on existing bulletin boards either in the faculty lounge or faculty lunchroom:

- a) If such notice is signed by an authorized representative of the Association; and
- b) If the content of the notice is limited to announcement of recreation or social activities, announcement of elections, appointments and the results of elections, announcement of meetings, or professional matter.

Copies of all such notices shall be filed with the Superintendent of Schools; any such notice shall be limited to presenting factual data and in no event shall contain inflammatory or derogatory language or intent.

SECTION 5

Any discussion among administrators concerning Association matters on School Committee property will take place at such times and in such manner as will not disrupt or interfere with normal operations.

SECTION 6

The Association may prepare, at no cost to the Town, communications relating to the conduct of the business of the Association and may distribute these through the administrators' mailboxes to persons covered by this Agreement without restriction. The School Committee reserves the right to permit the distribution of other communications not related to the Association as in its opinion directly relates to the public schools and/or in the best interest of public education. Any such document must have the approval of the Superintendent of Schools prior to distribution.

ARTICLE 13 ADMINISTRATOR FACILITIES

The Committee will continue its practice of making a reasonable effort to accommodate the professional needs of its staff members in performing their duties within the limitations of existing buildings and facilities furnished by the Town.

ARTICLE 14 INSURANCE

SECTION 1

As long as the Town of Needham agrees to pay a portion of the health and life insurance programs currently in effect, the School Committee will certify deductions of the administrator's share from the payroll checks for participating members upon receipt of a proper authorization.

SECTION 2

In the event the Town of Needham modifies its insurance plan, similar arrangements or amendments to payroll deductions will be made available to all administrators.

SECTION 3

Within its authority, the Committee will take whatever action is necessary so that insurance shall be continued for administrators on leave.

SECTION 4

The HMO plans available to employees on July 1, 2010 are the so-called Rate Saver Plans provided through West Suburban Health Group and are in effect as of July 1, 2011.

ARTICLE 15
TAX SHELTERED ANNUITIES

SECTION 1

In order to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, an administrator may contract with the Committee pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts for the purchase of such annuity as part of his employment.

SECTION 2

Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

ARTICLE 16
SABBATICAL LEAVE

SECTION 1

A sabbatical leave may be granted by the Superintendent for advanced study or research to administrators who have completed seven (7) consecutive years of service in the Needham system, where such experience would, in the opinion of the Superintendent, increase the administrator's professional ability.

SECTION 2

Personnel requesting such leave must submit their applications in writing to the Superintendent of Schools on or about November 1 of the school year preceding the school year for which the leave is requested. Action shall be taken on all such requests as soon as possible, but not later than April 15.

SECTION 3

Sabbaticals will be for a period of one year or one-half year and will be scheduled so that no more than one employee from Unit B will be absent during any one period.

SECTION 4

Successful applicants for a one-year sabbatical will receive one-half of the salary

to which they would have been entitled for that period. Successful applicants for one-half year sabbatical will receive full salary to which they would have been entitled during that one-half year period.

SECTION 5

Before accepting such sabbatical leave, the administrator shall enter into a written agreement in accordance with the terms of General Laws, Chapter 71, Section 41A, to return to the active service of the Needham School Department for a period of at least twice the length of such leave. An administrator who does not fulfill this agreement shall have agreed in writing to pay to the Town a proportionate amount of the salary received during the sabbatical leave, provided that the administrator may be released from such obligation if his/her failure to serve twice the length of the leave is due to disability, death, or if s/he is discharged from his/her position by the Superintendent.

SECTION 6

No administrator may reapply for a second sabbatical leave until s/he has completed seven (7) consecutive years since his/her last leave.

SECTION 7

Upon completion of the leave, the recipient shall submit a written report to the Superintendent.

ARTICLE 17 SICK LEAVE

SECTION 1

Administrators new to the Needham Public Schools will be credited with three (3) days of sick leave. Upon the completion of three (3) months, they shall be credited with an additional twelve (12) days to make up the total of fifteen (15) days of sick leave to be allowed for the first year of employment.

SECTION 2

Administrators currently in the system will be credited with the appropriate number of sick leave days as of the first official day of the administrator's school year.

SECTION 3

Sick leave not used in any year may be accumulated to a maximum of two hundred and twenty (220) days as of the first official day of any administrator's school year. Sick leave accrued prior to this Agreement will remain in effect.

SECTION 4

Any administrator with professional status whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay or increment for up to a period of one year. Thereafter such leave shall be subject to annual review.

SECTION 5

In order to receive the benefit of this Article, an administrator must notify his/her principal or immediate supervisor as promptly as possible when s/he will be unable to be present because of illness. The administrator shall also notify the principal or supervisor by the evening before the day on which the administrator intends to return.

SECTION 6

Such leave with pay shall be granted only for the following reasons:

- a) When the individual is incapacitated for performance of duties due to sickness or injury;
- b) When, through exposure to a contagious disease, the presence of the administrator would in the opinion of the School Physician jeopardize the health of others;
- c) In the case of a serious illness of a husband, wife, child, mother or father requiring the attention of the administrator. Notification of the reason for absence shall be given to the Superintendent of Schools as promptly as possible, and the absences for this purpose shall not exceed five (5) school days in any one school year.
- d) If the Massachusetts Supreme Judicial Court's ruling in Goodridge v. Department of Public Health, 440 Mass. 309 (2003) is reversed by an act of the Legislature, the following will be added to section 6 ©: after "father" insert "or individual for whose health care the administrator has primary responsibility."

SECTION 7

The Superintendent of Schools may request an examination by the School Physician as to the necessity of any absence which exceeds three (3) days.

In any instance when the Superintendent of Schools believes that such leave is being abused or used for purposes other than those for which it was intended, the administrator will be notified, and pay for the day or days involved will be withheld. If the administrator maintains that the Superintendent's decision is incorrect, the matter may be presented through the grievance procedure and arbitration.

All administrators in the Needham School System are compensated on an annual salary. Sick leave is not a bonus and is only intended for the unforeseen circumstances set forth in Section 6. Accordingly, except as provided in Section 10 of this Article, the administrators whose services are terminated through resignation, dismissal, retirement, or death shall not be entitled to additional salary wages in lieu of any sick leave not taken, nor may such unused sick leave be transferred to the account of any other administrator.

SECTION 8

A leave of absence without pay or increment of up to one year may be granted at the discretion of the Superintendent for the purpose of caring for a member of the administrator's immediate family who is seriously ill. Any request for such leave must be accompanied by written documentation of the illness.

SECTION 9

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment in Needham (or elsewhere) will be allowed to any newly hired administrator or administrator rehired after a termination of service.

SECTION 10

In recognition of dedicated service to the children of Needham, any administrator covered by this Agreement who has worked for ten (10) years or more in the Needham School System and who is eligible to retire under the provisions of the Massachusetts Teachers' Act will receive his/her sick leave buyback compensation at the rate of forty-five (45) dollars for each accumulated sick day up to a maximum of two hundred and twenty (220) days in one lump sum payment after the conclusion of his/her final work

year. In the event of death or permanent disability of an administrator who has worked for ten (10) years or more years in Needham, the benefits of this section will be paid to the administrator or his/her beneficiary. Eligible administrators who desire to participate in this program will notify the Superintendent by November 1 of the calendar year prior to the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers' Retirement Board.

ARTICLE 18 SICK LEAVE BANK

SECTION 1

Administrators will participate in the Sick Leave Bank established under the Unit A Contract on the terms and conditions set forth in that contract.

ARTICLE 19 WORKER'S COMPENSATION

SECTION 1

Administrators who receive a personal injury arising out of and in the course of their employment are entitled to Worker's Compensation benefits provided by the Town of Needham.

SECTION 2

No compensation is paid under these provisions for an injury which does not incapacitate an administrator from earning full wages for a period of at least five (5) days. If the incapacity extends for a period of six (6) days or more, compensation is paid from the date of injury.

SECTION 3

When covered by the Worker's Compensation Act, an administrator may also elect to receive pro rata sick leave payments to the extent permitted by the General Laws in Chapter 152, Section 69, whereby such sick leave payments will be chargeable against accumulated sick leave, and whereby the amount, when added to the Worker's Compensation benefits, does not exceed his/her full salary or wages.

In instances where accumulated sick leave is exhausted, the administrator will only receive the Worker's Compensation benefits.

ARTICLE 20
EDUCATIONAL LEAVE

SECTION 1

Leaves of absence with pay may be granted at the discretion of the Superintendent for the purpose of allowing individual administrators to visit other schools or attend approved meetings or conferences of an educational nature. Written reports shall be submitted on all such visits.

SECTION 2

The Superintendent may elect to pay reasonable expenses (including, but not limited to registration fees, meals, lodging, or transportation) incurred by administrators who are allowed by the Superintendent to attend courses, workshops, seminars or other approved professional improvement sessions provided that said amount shall have been previously provided for and is expendable in existing school department budget. Each administrator will have \$1100.

ARTICLE 21
PERSONAL LEAVE

SECTION 1

It is recognized by all that absences of administrators interrupt the educational process and must therefore be held to an absolute minimum.

SECTION 2

Two day's leave with pay may be granted each school year for imperative personal business which could not effectively be conducted outside of school hours. Personal days not used may accumulate to a maximum of four (4) at the beginning of any school year. Each administrator will receive on each biweekly pay stub written notice which sets forth the amount of personal leave accumulated to that date.

SECTION 3

Requests for such leave must be submitted to the Superintendent in writing as soon as possible and, whenever possible, not less than seventy-two (72) hours before the absence occurs.

In no instance shall this leave be requested so as to extend a holiday or vacation **except for the purpose of observing a religious holiday that requires the employee to be absent from work.**

SECTION 4

Nothing in this Section shall preclude the Superintendent from granting additional personal leave without pay for reasons which s/he deems urgent. In such cases, deductions from salary shall be prorated according to the administrator's work year for each such day.

SECTION 5

The NEA has agreed to eliminate the past practice of paying for a religious holiday for members of the bargaining unit. The Superintendent will continue to grant time off to any member of Unit B who wishes to observe a religious holiday. If the holiday is not one that is observed system-wide (i.e., Christmas) such time off may be with pay if the individual elects to utilize a contractual personal day for that purpose, but not otherwise.

ARTICLE 22 BEREAVEMENT LEAVE

SECTION 1

With the approval of the Superintendent of Schools, a full-time employee in Unit B may be allowed up to five (5) consecutive days without loss of pay during the school year in the case of death in the immediate family.

The term "immediate family" includes the administrator's spouse, child, father, mother, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or other person for whom the administrator has primary responsibility for funeral arrangements. The Superintendent may grant additional leave at his/her sole discretion upon request in those circumstances in which he/she deems appropriate.

SECTION 2

An absence of two (2) days may be granted in such cases with respect to the death of the grandparents of the administrator's spouse, any other family member, or other permanent member of the administrator's household not otherwise covered in Section 1. The Superintendent may grant time off at his/her sole discretion with pay for an administrator to attend services with respect to the death of any other family member.

SECTION 3

The provisions shall be administered in the light of their purpose, which is to provide opportunity when needed to enable an administrator to attend the funeral or to attend to family or personal matters arising as a result of the death and shall not be charged against sick leave.

ARTICLE 23 DELEGATES LEAVE

With up to fourteen days (14) days written notice, the Superintendent may approve a leave of absence with pay for such time as s/he deems reasonable for officers of the Needham Education Association (including both Unit A and Unit B), not to exceed two (2) in number, as may be designated by the Association to attend Massachusetts Teachers' Association or National Education Association conferences and/or conventions.

ARTICLE 24 PEACE CORPS, EXCHANGE TEACHER, VISTA TEACHER

SECTION 1

An administrator with professional status may obtain a leave of absence without pay for two (2) years to serve in the Peace Corps or one year as an exchange teacher or working with Vista.

SECTION 2

All leaves will run from July 1 through June 30. Applications for such leave must be submitted prior to April 1 of the calendar year in which such leave is to begin.

SECTION 3

The Administrator must notify the Superintendent of Schools in writing by April 1 of the year in which the leave is to expire of his/her intention to return in July. Failure to comply with this requirement will be considered as resignation from the school system. Extensions may be granted at the discretion of the Committee.

ARTICLE 25 MILITARY LEAVE

SECTION 1

The Committee will comply with all State and Federal laws with respect to mandatory military leave of absence.

SECTION 2

Administrators who are **required** to perform active duty for training will do so during the month of August, except when the necessity of the Government make other demands absolutely necessary. In such instances, they will be granted necessary leave. The Administrator who is granted a two-week (2) military leave during the work year will be paid the difference between his/her regular pay for the period of time of the leave and his/her certified military pay (assuming the latter is less). This difference may be calculated on a day-to-day basis corresponding to each school day or on the basis of the entire two (2) weeks taken collectively.

SECTION 3

An administrator in a Reserve Unit who is recalled to active duty will be granted military leave without pay.

ARTICLE 26 MATERNITY LEAVE

Maternity-related leaves of absence shall be in accordance with the applicable Federal and State laws.

In addition, the administration will consider requests for paid personal leave during the school year for travel and/or other necessary purposes to adopt a child. The

following guidelines will apply: two weeks paid personal leave for international adoption; one week paid personal leave for domestic adoption. The parent requesting the leave should submit the request as early as possible, but at least thirty days prior to the commencement of leave.

ARTICLE 27 OTHER LEAVES

SECTION 1

Additional leaves of absence may be granted at the discretion of the Superintendent.

SECTION 2

The Superintendent agrees that any administrator with professional status, or any Needham administrator who has been employed by the Superintendent for more than three (3) years, designated by the Association **may**, at the discretion of the Superintendent, be granted a leave of absence upon request without pay for a year for the purpose of engaging in Association (Local, State, or National) activities. If the administrator returns from such leave, s/he will be considered as if s/he were actively employed by the Superintendent during such leave for purposes of being placed on the salary schedule at the level s/he would have achieved if s/he had not been absent.

SECTION 3

The Superintendent may at his/her discretion grant a leave of absence without pay or increment to any administrator with professional status to campaign for or serve in public office, or for such other purpose as the Superintendent deems appropriate under all existing circumstances, including the primary purpose for which each is working, i.e., the best education of the children concerned.

SECTION 4

All benefits to which an administrator was entitled at the time the leave commenced, including unused accumulated sick leave, will be restored to his/her account upon return from such leave. An administrator will be restored to his/her prior position if the leave does not extend beyond the close of the contract year in which it commenced. However, it is recognized that no specific position can be held open during any leave which extends beyond the close of the contract year in which it

commenced. In situations where a position is not held open, every reasonable effort will be made to assign the returning administrator to a position substantially equivalent to the one held at the time the leave commenced.

SECTION 5

All requests for extensions or renewals of leaves must be applied for in writing on or before February 15 of each year in which the leave expires. Decisions on such requests will be confirmed in writing as soon as possible.

SECTION 6

Any administrator on leave must notify the Superintendent of Schools by February 15 of the school year s/he is on leave of his/her decision to return in July or to resign from the school system. Failure to comply with this request will be considered as a resignation from the School System.

SECTION 7

An administrator on leave of absence will be subject to a reduction in force, just as if he/she were actively employed.

**ARTICLE 28
SALARIES and PROFESSIONAL DEVELOPMENT**

SECTION 1

Subject to the provisions of this Article, the salary of each administrator in the Needham School System shall be set forth in Schedule A or any subsequent amendments thereto.

SECTION 2

In recognition of the value of continued years of professional service to the Needham School Department, the following salary schedule shall be in effect:

Above Base Rate After Years of Total Service

15 Years	20 - 24 Years	25 - 29 Years	30 or More
\$700	\$1,100	\$1,500	\$1,900

(These amounts are not cumulative.)

For any administrator hired after July 1, 2004, part-time administrators eligible for longevity will receive longevity payments pro-rated according to the percentage of time the administrator is working in the system.

SECTION 3

Salary payments shall be made in twenty-six (26) equal installments from July through June. Administrators terminating service in the Needham Public Schools shall have the option of being paid all salaries earned on their last day of employment. Statements showing earnings, deductions, accruals, and year-to-date earnings shall be issued with each payment. **Effective July 1, 2016, salary payments shall be made in twenty-four (24) equal installments from July to June.**

SECTION 4

Administrators within the system who supervise practice teachers, including administrative interns, will be given first preference for vouchers for course work in the participating colleges.

SECTION 5

Initial placement of newly appointed or newly promoted administrators on the salary schedule shall be at the discretion of the Superintendent, but a newly promoted administrator will be placed on a step higher salary than s/he would normally have received in his/her former position.

SECTION 6

Annual step increases are not automatic but are based upon maintaining a standard of administrative performance satisfactory to the Committee during the prior year. Any contention that the withholding of an increment was without foundation may be presented through the grievance and arbitration procedure.

SECTION 7

In order to be eligible for a step increase, the employee must have served in his/her position for at least one half (1/2) of the work year.

SECTION 8

Compensation for an advanced degree or any change on the salary schedule may

become effective only on July 1 of each year following the earning of the credits and only after the administrator has provided official verification of the satisfactory completion of the course except that in the case of summer school credits, informal notification will be sufficient, pending official verification.

Up to three graduate credits earned per lane change when attending conferences or courses on days of work shall be recognized for lane advancement purposes, provided that the courses are aligned with the administrator's evaluation goals and/or individual Professional Development Plan, and are approved by the immediate supervisor and the Director of Human Resources.

All credited hours must be taken subsequent to the receipt of the Master's Degree. In order to be used for purposes of salary advancement, the courses must be taken at the graduate level of an accredited college or university or must be a recognized continuing education unit earned through a local or national organization, must enhance a planned program approved by the Superintendent on the basis of its value to the administrator and the Needham Public Schools, and must have the prior approval of the Superintendent. Such approval will be at the discretion of the Superintendent.

If advancement in salary column is contemplated, the administrator shall notify the Director of Human Resources in writing by the first Monday of November of the school year prior to when the administrator would be eligible for the column advancement in order that the necessary appropriation can be made. Substantiating data should be provided to the Director by July 1 of the school year in which the advancement would actually occur.

SECTION 9

Effective July 1, 2014, All administrators except Department Chairs and new positions added to the bargaining unit after July 1, 2013 shall be given a \$25 per month cell phone allowance.

ARTICLE 29 REDUCTION IN FORCE

SECTION 1

In the event the School Committee in its discretion determines, pursuant to its legal responsibilities, that a reduction in the administrative staff is appropriate because of reorganization, school closings, fiscal constraints, or declining student enrollment, the following procedures for the reduction of affected personnel will be used.

SECTION 2

If a reduction in staff results in the displacement of an administrator, the professional background, ability, competency, proven performance, and other qualifications of the administrator shall be reviewed in determining the order in which the displacement of administrators shall occur within the two groups of disciplines defined below. If the above factors are equal, the most junior administrator(s) within their discipline shall be laid off first.

SECTION 3

Total time in a permanent administrative position with the Needham School Committee shall be used to compute seniority for the purposes of the foregoing section. Time spent on layoff or on unpaid leave of absence shall not be counted toward determining seniority.

SECTION 4

For the purposes of this Article, the following positions shall be considered disciplines:

Group One

- a. **Assistant Secondary Principals**
- b. **Assistant Middle School Principals**
- c. **Assistant Elementary Principal**

Group Two

- a. **Directors**
- b. **Department Chairpersons, Middle School Curriculum Coordinators and Special Education Coordinators**
- c. **Director of METCO**
- d. **K-8 Literacy Coordinator**
- e. **Preschool Director**

The above disciplines are listed in order of rank within the groups for the purpose of the remainder of this Article.

SECTION 5

In the event the application of the above procedures results in the displacement of an administrator from his/her discipline, the administrator shall be given consideration

for service in the Needham Public Schools for any open positions in a lower ranking discipline within his/her group which s/he is qualified and licensed to fill.

SECTION 6

Whenever possible, an administrator affected by reduction in staff shall be notified by April- 15 of the school year preceding the school year in which the reduction is to take place.

SECTION 7

If subsequent administrative vacancies occur, if new positions are added, or old positions reinstated, personnel laid off within the previous fifteen (15) months shall be given consideration for service in the Needham Public Schools for those positions which they are qualified and certified to fill in the discipline in which they were previously employed or in a lower ranking discipline with their group. In order to receive such consideration, administrators on layoff will be notified by certified mail mailed to their last known address of the open positions and must indicate in writing that they are interested in being considered for such position. Failure of an administrator on layoff to respond to such notice within fifteen (15) days after it is mailed shall constitute a waiver of all rights to the position referred to in the notice.

SECTION 8

If an administrator is recalled under the provisions of the prior paragraphs, previously accrued time in Needham will be credited for purposes of determining the benefits of the administrator, and any previously unused sick leave shall be credited to the administrator.

SECTION 9

Administrators laid off under the provision of this Article shall be given preference on the substitute list of administrators if they choose to be so recorded.

SECTION 10

If necessary to provide for continuity of health insurance coverage, payments for July and August shall be deducted from the final paycheck.

SECTION 11

An administrator who would otherwise be laid off in accordance with the provisions of this Article shall retain all statutory rights which the administrator might have.

SECTION 12

An administrator who is displaced into a teaching position will retain the rights accorded by this Article.

ARTICLE 31 SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into the immediate bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article during the period of invalidity or restraint.

Salary Schedules:

Effective July 1, 2013, all salary schedules will be increased by 1% in addition to a new top step 10 valued at 1.5%.

Effective July 1, 2014, all salary schedules will be increased by 2.25%

Effective July 1, 2015, all salary schedules will be increased by 2.75%.

(See attached salary schedules)

Changes in work year effective July 1, 2014:

Middle School Assistant Principals from 205 to 208 days

Middle School Curriculum Coordinators from 195 to 200 days

Special Education Coordinators from 195 to 200 days
Director of Athletics: from six weeks vacation to 225 days
Director of Nursing: from 190 days to 200 days
Directors: from 205 to 210 days
Department Chairs: from 195 to 205 days.
K-8 Literacy Coordinator: from 195 to 205 days
High School Director of Special Education: from 210 to 215 days

ARTICLE 32 DURATION

This Agreement shall become effective as of July 1, 2013, and shall continue in full force and effect until June 30, 2016, and from year to year thereafter unless either party notifies the other at least ninety (90) days prior to the date the contract is scheduled to expire of its desire to open negotiations for a successor contract.

ARTICLE 33 EXTENDED TIME

On November 26, 2013, members of Unit A voted to ratify their Collective Bargaining Agreement resulting in changes to the current length of the school and instructional day in grades K through 8 and/or the current amount of staff meeting and collaboration time in all grades, K-12.

The School Committee proposes an additional 1.75% increase in all steps and lanes of the Unit B contract effective July 1, 2014 to compensate for the additional time added to the school day, in addition to the increase of 2.75% in FY15.

The School Committee will seek and support an override to fully fund such added compensation. The Committee's proposal, and any tentative agreement which may be reached with respect to it, are contingent upon funding for such added compensation becoming available through the override process.

1.000%

UNIT B SALARY SCHEDULE

July 1, 2013 - June 30, 2014

HIGH SCHOOL ASSISTANT PRINCIPALS, K-8 ASSISTANT DIRECTOR OF SPECIAL EDUCATION

220 Days	B25	B26	B27	B28	B29	B30
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	85,640	86,841	88,280	90,199	93,317	94,357
2	88,989	90,188	91,627	93,548	96,666	97,706
3	93,390	94,591	96,029	97,951	101,068	102,107
4	96,478	97,678	99,118	101,038	104,156	105,196
5	99,568	100,765	102,207	104,127	107,245	108,283
6	102,554	103,789	105,273	107,250	110,462	111,531
7	104,606	105,865	107,379	109,395	112,671	113,762
8	106,698	107,982	109,526	111,583	114,925	116,037
9	108,832	110,142	111,717	113,814	117,223	118,358
10	110,464	111,794	113,393	115,522	118,982	120,134

DIRECTORS & MIDDLE SCHOOL ASSISTANT PRINCIPALS

205 DAYS	B31	B32	B33	B34	B35	B36
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	79,857	81,057	82,498	84,416	87,535	88,575
2	83,205	84,405	85,846	87,765	90,885	91,922
3	87,606	88,807	90,248	92,167	95,285	96,325
4	90,696	91,897	93,335	95,255	98,372	99,414
5	93,846	95,047	96,488	98,407	101,460	102,500
6	96,662	97,898	99,382	101,359	104,504	105,575
7	98,596	99,856	101,370	103,386	106,594	107,687
8	100,568	101,853	103,397	105,454	108,726	109,841
9	102,579	103,890	105,465	107,563	110,900	112,038
10	104,118	105,449	107,047	109,176	112,564	113,718

ELEMENTARY ASSISTANT PRINCIPALS

205 DAYS	B37	B38	B39	B40	B41	B42
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	73,149	74,413	75,925	77,945	81,223	82,316
2	76,501	77,764	79,278	81,295	84,575	85,667
3	79,858	81,118	82,635	84,651	87,930	89,023
4	83,203	84,463	85,978	87,997	91,274	92,366
5	87,607	88,869	90,383	92,401	95,681	96,772
6	90,235	91,535	93,094	95,173	98,550	99,675
7	92,040	93,365	94,956	97,077	100,521	101,669
8	93,880	95,232	96,855	99,018	102,532	103,703

9	95,758	97,137	98,792	100,999	104,582	105,777
10	97,194	98,594	100,274	102,514	106,151	107,364

**DEPARTMENT CHAIRS, MIDDLE SCHOOL CURRICULUM COORDINATORS,
SPECIAL EDUCATION COORDINATORS, & K-8 LITERACY COORDINATORS**

195 DAYS	B07	B08	B09	B10	B11	B12
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	73,418	74,616	76,057	77,977	81,095	82,132
2	77,185	78,384	79,824	81,745	84,861	85,901
3	80,945	82,147	83,587	85,506	88,624	89,664
4	84,710	85,910	87,351	89,270	92,389	93,427
5	89,183	90,383	91,824	93,743	96,862	97,900
6	91,858	93,094	94,578	96,555	99,768	100,838
7	93,695	94,957	96,470	98,486	101,763	102,855
8	95,569	96,856	98,400	100,456	103,798	104,912
9	97,480	98,793	100,368	102,465	105,874	107,011
10	98,943	100,275	101,873	104,002	107,462	108,616

DIRECTOR OF METCO

195 DAYS	B19	B20	B21	B22	B23	B24
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	74,461	75,692	77,171	79,140	82,341	83,408
2	76,138	77,368	78,846	80,818	84,017	85,084
3	77,810	79,043	80,521	82,491	85,691	86,758
4	79,486	80,719	82,195	84,167	87,365	88,433
5	81,162	82,393	83,870	85,840	89,041	90,109
6	83,596	84,864	86,387	88,416	91,713	92,813
7	85,268	86,562	88,114	90,183	93,548	94,669
8	86,974	88,294	89,876	91,986	95,419	96,563
9	88,713	90,059	91,673	93,826	97,328	98,494
10	90,044	91,410	93,048	95,234	98,787	99,971

DIRECTOR OF NURSING

190 DAYS	B50	B51	B52	B53	B54	B55
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	72,552	73,751	75,192	77,111	80,230	81,270
2	74,186	75,385	76,825	78,746	81,863	82,902
3	75,815	77,016	78,456	80,376	83,495	84,534
4	77,449	78,649	80,088	82,009	85,125	86,165
5	79,080	80,281	81,719	83,639	86,759	87,799
6	81,453	82,689	84,171	86,148	89,362	90,433
7	83,082	84,342	85,855	87,871	91,150	92,242
8	84,743	86,029	87,572	89,628	92,973	94,087

9	86,438	87,750	89,323	91,421	94,832	95,968
10	87,735	89,066	90,663	92,792	96,255	97,408

HIGH SCHOOL DIRECTOR OF SPECIAL EDUCATION

210 DAYS	B01	B02	B03	B04	B05	B06
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	81,804	83,034	84,511	86,475	89,671	90,735
2	85,234	86,463	87,940	89,906	93,102	94,164
3	89,744	90,972	92,449	94,415	97,609	98,675
4	92,908	94,138	95,612	97,579	100,772	101,839
5	96,135	97,364	98,841	100,807	103,934	105,001
6	99,020	100,285	101,806	103,831	107,053	108,150
7	101,001	102,292	103,842	105,908	109,193	110,314
8	103,021	104,338	105,919	108,026	111,377	112,521
9	105,081	106,425	108,037	110,186	113,605	114,771
10	106,657	108,021	109,658	111,839	115,309	116,493

PRESCHOOL DIRECTOR

210 DAYS	B67	B68	B69	B70	B71	B72
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	74,934	76,228	77,777	79,846	83,204	84,323
2	78,367	79,661	81,211	83,278	86,637	87,757
3	81,806	83,097	84,650	86,715	90,075	91,194
4	85,232	86,524	88,075	90,143	93,500	94,619
5	89,744	91,036	92,587	94,655	98,014	99,132
6	92,436	93,767	95,364	97,494	100,954	102,106
7	94,285	95,642	97,272	99,444	102,973	104,149
8	96,170	97,555	99,217	101,433	105,032	106,232
9	98,094	99,506	101,202	103,462	107,133	108,357
10	99,565	100,999	102,720	105,014	108,740	109,982

DIRECTOR OF ATHLETICS 6-12 AND CLUB SPORTS

6 weeks vacation	B43	B44	B45	B46
STEP	BA	MA	MA+30	Doctorate
1	83,034	84,511	86,475	89,670
2	86,463	87,940	89,906	93,102
3	90,972	92,449	94,414	97,609
4	94,138	95,612	97,579	100,772
5	97,364	98,841	100,807	103,934
6	100,285	101,807	103,830	107,053
7	102,292	103,842	105,908	109,193
8	104,337	105,919	108,026	111,377

9	106,425	108,037	110,186	113,604
10	108,021	109,658	111,839	115,308

4.000%

UNIT B SALARY SCHEDULE
July 1, 2014 - June 30, 2015

HIGH SCHOOL ASSISTANT PRINCIPALS, K-8 ASSISTANT DIRECTOR OF SPECIAL EDUCATION

220 Days	B25	B26	B27	B28	B29	B30	Remains 220 Days
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	89,065	90,315	91,811	93,807	97,049	98,132	
2	92,548	93,795	95,293	97,290	100,532	101,615	
3	97,126	98,374	99,871	101,869	105,110	106,191	
4	100,337	101,585	103,083	105,080	108,322	109,403	
5	103,550	104,796	106,295	108,292	111,535	112,614	
6	106,656	107,940	109,484	111,540	114,881	115,992	
7	108,790	110,100	111,674	113,771	117,178	118,313	
8	110,966	112,302	113,907	116,046	119,522	120,679	
9	113,185	114,548	116,185	118,367	121,912	123,093	
10	114,883	116,266	117,928	120,142	123,741	124,939	

DIRECTORS

210 DAYS	B31	B32	B33	B34	B35	B36	Formerly 205 Days
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	85,077	86,355	87,891	89,934	93,257	94,364	
2	88,643	89,922	91,457	93,502	96,826	97,931	
3	93,333	94,612	96,147	98,191	101,513	102,622	
4	96,625	97,903	99,436	101,482	104,802	105,912	
5	99,981	101,259	102,795	104,839	108,092	109,200	
6	102,980	104,297	105,878	107,984	111,335	112,476	
7	105,041	106,383	107,996	110,144	113,561	114,726	
8	107,141	108,511	110,156	112,347	115,832	117,021	
9	109,284	110,681	112,359	114,594	118,149	119,361	
10	110,924	112,342	114,044	116,313	119,921	121,151	

MIDDLE SCHOOL ASSISTANT PRINCIPALS

208 DAYS	B73	B74	B75	B76	B77	B78	Formerly 205 Days
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	84,266	85,533	87,054	89,077	92,369	93,466	
2	87,799	89,066	90,586	92,611	95,904	96,998	
3	92,444	93,711	95,231	97,256	100,546	101,645	

4	95,704	96,971	98,489	100,515	103,804	104,904
5	99,028	100,295	101,816	103,841	107,062	108,160
6	102,000	103,304	104,870	106,956	110,275	111,405
7	104,040	105,370	106,967	109,095	112,480	113,633
8	106,121	107,478	109,107	111,277	114,729	115,906
9	108,243	109,627	111,289	113,502	117,024	118,224
10	109,867	111,272	112,958	115,205	118,779	119,998

ELEMENTARY ASSISTANT PRINCIPALS

205 DAYS	B37	B38	B39	B40	B41	B42	Remains 205 Days
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	76,075	77,389	78,962	81,063	84,472	85,608	
2	79,561	80,875	82,449	84,547	87,958	89,094	
3	83,052	84,363	85,940	88,037	91,447	92,584	
4	86,531	87,842	89,418	91,517	94,925	96,061	
5	91,111	92,424	93,998	96,097	99,508	100,643	
6	93,845	95,196	96,817	98,980	102,492	103,662	
7	95,721	97,099	98,754	100,960	104,542	105,736	
8	97,636	99,041	100,729	102,979	106,633	107,851	
9	99,588	101,022	102,744	105,039	108,766	110,008	
10	101,082	102,538	104,285	106,614	110,397	111,658	

DEPARTMENT CHAIRS & K-8 LITERACY COORDINATORS

205 DAYS	B07	B08	B09	B10	B11	B12	Formerly 195 Days
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	80,270	81,580	83,156	85,255	88,664	89,798	
2	84,389	85,700	87,274	89,375	92,781	93,919	
3	88,500	89,814	91,388	93,486	96,895	98,033	
4	92,616	93,928	95,504	97,602	101,012	102,147	
5	97,506	98,819	100,394	102,492	105,903	107,038	
6	100,432	101,783	103,406	105,567	109,080	110,249	
7	102,440	103,819	105,474	107,679	111,261	112,455	
8	104,489	105,896	107,584	109,832	113,486	114,704	
9	106,579	108,014	109,735	112,029	115,756	116,998	
10	108,177	109,634	111,382	113,709	117,492	118,753	

MIDDLE SCHOOL CURRICULUM COORDINATORS & SPECIAL EDUCATION COORDINATORS

200 DAYS	B79	B80	B81	B82	B83	B84	Formerly 195 Days
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	78,313	79,590	81,127	83,176	86,502	87,608	
2	82,330	83,609	85,145	87,195	90,518	91,628	

3	86,342	87,623	89,159	91,206	94,532	95,642
4	90,357	91,637	93,174	95,221	98,548	99,656
5	95,128	96,409	97,946	99,993	103,320	104,427
6	97,982	99,301	100,884	102,992	106,419	107,560
7	99,941	101,287	102,902	105,052	108,547	109,712
8	101,940	103,313	104,960	107,153	110,718	111,906
9	103,979	105,379	107,059	109,296	112,933	114,145
10	105,539	106,960	108,665	110,936	114,627	115,857

DIRECTOR OF METCO

195 DAYS	B19	B20	B21	B22	B23	B24	Remains 195
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	77,439	78,719	80,258	82,306	85,635	86,744	
2	79,183	80,463	82,000	84,051	87,378	88,487	
3	80,922	82,205	83,742	85,791	89,119	90,229	
4	82,666	83,947	85,483	87,534	90,859	91,970	
5	84,408	85,689	87,224	89,274	92,603	93,714	
6	86,940	88,259	89,842	91,952	95,382	96,526	
7	88,679	90,024	91,638	93,790	97,290	98,456	
8	90,453	91,825	93,471	95,666	99,236	100,425	
9	92,262	93,662	95,340	97,579	101,221	102,434	
10	93,646	95,067	96,770	99,043	102,739	103,970	

DIRECTOR OF NURSING

200 DAYS	B50	B51	B52	B53	B54	B55	Formerly 190
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	79,425	80,738	82,315	84,416	87,831	88,969	
2	81,214	82,527	84,103	86,206	89,618	90,756	
3	82,997	84,313	85,889	87,991	91,405	92,542	
4	84,786	86,100	87,675	89,778	93,189	94,328	
5	86,572	87,886	89,461	91,563	94,978	96,117	
6	89,169	90,522	92,146	94,310	97,828	99,001	
7	90,953	92,333	93,988	96,195	99,785	100,980	
8	92,772	94,179	95,868	98,119	101,781	103,000	
9	94,627	96,063	97,785	100,081	103,816	105,060	
10	96,047	97,504	99,252	101,583	105,373	106,636	

HIGH SCHOOL DIRECTOR OF SPECIAL EDUCATION

215 DAYS	B01	B02	B03	B04	B05	B06	Formerly 210
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate	
1	87,102	88,412	89,984	92,076	95,478	96,611	
2	90,753	92,063	93,635	95,728	99,132	100,262	

3	95,556	96,864	98,436	100,529	103,930	105,065
4	98,925	100,234	101,804	103,898	107,298	108,434
5	102,361	103,670	105,242	107,335	110,665	111,801
6	105,432	106,780	108,400	110,555	113,986	115,155
7	107,542	108,916	110,567	112,767	116,265	117,458
8	109,692	111,095	112,778	115,022	118,590	119,808
9	111,886	113,317	115,034	117,322	120,962	122,204
10	113,565	115,017	116,759	119,082	122,776	124,037

PRESCHOOL DIRECTOR

Remains 210

210 DAYS	B67	B68	B69	B70	B71	B72
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	77,931	79,277	80,888	83,040	86,532	87,696
2	81,502	82,847	84,460	86,609	90,103	91,267
3	85,078	86,421	88,036	90,184	93,678	94,842
4	88,642	89,984	91,599	93,749	97,240	98,404
5	93,334	94,678	96,291	98,441	101,935	103,098
6	96,134	97,518	99,179	101,394	104,992	106,191
7	98,056	99,468	101,163	103,422	107,092	108,315
8	100,017	101,457	103,186	105,491	109,234	110,481
9	102,017	103,486	105,250	107,600	111,418	112,691
10	103,548	105,038	106,829	109,215	113,090	114,381

DIRECTOR OF ATHLETICS 6-12 AND CLUB SPORTS

Formerly 220

225 DAYS	B43	B44	B45	B46
STEP	BA	MA	MA+30	Doctorate
1	88,318	89,889	91,978	95,377
2	91,965	93,536	95,627	99,027
3	96,761	98,332	100,423	103,821
4	100,129	101,696	103,789	107,185
5	103,560	105,131	107,222	110,548
6	106,667	108,285	110,438	113,865
7	108,801	110,450	112,648	116,142
8	110,977	112,659	114,900	118,465
9	113,197	114,912	117,198	120,834
10	114,895	116,636	118,956	122,646

2.750%

UNIT B SALARY SCHEDULE

July 1, 2015 - June 30, 2016

HIGH SCHOOL ASSISTANT PRINCIPALS, K-8 ASSISTANT DIRECTOR OF SPECIAL EDUCATION

220 Days	B25	B26	B27	B28	B29	B30
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	91,514	92,798	94,336	96,386	99,718	100,830
2	95,093	96,375	97,913	99,965	103,297	104,409
3	99,797	101,080	102,617	104,670	108,001	109,112
4	103,096	104,379	105,917	107,969	111,301	112,412
5	106,398	107,678	109,218	111,270	114,602	115,711
6	109,589	110,909	112,495	114,607	118,040	119,182
7	111,782	113,127	114,745	116,899	120,401	121,566
8	114,017	115,390	117,040	119,237	122,809	123,998
9	116,298	117,698	119,381	121,622	125,265	126,478
10	118,042	119,463	121,171	123,446	127,144	128,375

DIRECTORS

210 DAYS	B31	B32	B33	B34	B35	B36
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	87,416	88,730	90,308	92,407	95,822	96,959
2	91,081	92,395	93,972	96,073	99,489	100,624
3	95,900	97,214	98,791	100,892	104,305	105,444
4	99,282	100,596	102,171	104,273	107,684	108,825
5	102,730	104,044	105,621	107,722	111,064	112,203
6	105,812	107,165	108,790	110,954	114,397	115,569
7	107,929	109,309	110,966	113,173	116,684	117,881
8	110,088	111,495	113,185	115,436	119,018	120,239
9	112,290	113,725	115,449	117,745	121,398	122,643
10	113,974	115,431	117,181	119,511	123,219	124,483

MIDDLE SCHOOL ASSISTANT PRINCIPALS

208 DAYS	B73	B74	B75	B76	B77	B78
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	86,584	87,885	89,448	91,527	94,909	96,036
2	90,214	91,515	93,077	95,158	98,541	99,666
3	94,986	96,288	97,850	99,931	103,311	104,440
4	98,336	99,638	101,198	103,280	106,659	107,788
5	101,752	103,053	104,616	106,696	110,006	111,135
6	104,805	106,145	107,754	109,897	113,307	114,469
7	106,901	108,268	109,909	112,095	115,573	116,758
8	109,039	110,433	112,107	114,337	117,884	119,094
9	111,220	112,642	114,349	116,624	120,242	121,475
10	112,888	114,332	116,065	118,373	122,046	123,298

ELEMENTARY ASSISTANT PRINCIPALS

205 DAYS	B37	B38	B39	B40	B41	B42
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	78,168	79,517	81,133	83,292	86,795	87,962
2	81,749	83,099	84,716	86,872	90,376	91,544
3	85,336	86,683	88,303	90,458	93,962	95,130
4	88,911	90,258	91,877	94,034	97,535	98,703
5	93,617	94,965	96,583	98,740	102,244	103,410
6	96,426	97,814	99,480	101,702	105,311	106,513
7	98,354	99,770	101,470	103,736	107,417	108,644
8	100,321	101,765	103,499	105,811	109,565	110,817
9	102,327	103,800	105,569	107,927	111,757	113,033
10	103,862	105,357	107,153	109,546	113,433	114,729

DEPARTMENT CHAIRS & K-8 LITERACY COORDINATORS

205 DAYS	B07	B08	B09	B10	B11	B12
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	82,478	83,823	85,442	87,599	91,102	92,267
2	86,709	88,056	89,674	91,832	95,332	96,501
3	90,934	92,284	93,901	96,057	99,560	100,729
4	95,163	96,511	98,130	100,286	103,790	104,956
5	100,188	101,536	103,155	105,311	108,815	109,981
6	103,194	104,582	106,249	108,470	112,079	113,281
7	105,257	106,675	108,375	110,640	114,321	115,548
8	107,362	108,808	110,542	112,852	116,607	117,858
9	109,510	110,984	112,753	115,110	118,939	120,216
10	111,152	112,649	114,445	116,836	120,723	122,019

MIDDLE SCHOOL CURRICULUM COORDINATORS & SPECIAL EDUCATION COORDINATORS

200 DAYS	B79	B80	B81	B82	B83	B84
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	80,466	81,779	83,358	85,463	88,880	90,017
2	84,594	85,909	87,487	89,593	93,007	94,148
3	88,716	90,033	91,611	93,714	97,132	98,272
4	92,842	94,157	95,737	97,840	101,259	102,396
5	97,744	99,060	100,639	102,742	106,161	107,299
6	100,677	102,031	103,658	105,824	109,346	110,518
7	102,690	104,073	105,732	107,941	111,532	112,729
8	104,744	106,154	107,846	110,100	113,763	114,984
9	106,839	108,277	110,003	112,302	116,038	117,284
10	108,441	109,901	111,653	113,987	117,779	119,043

DIRECTOR OF METCO

195 DAYS	B19	B20	B21	B22	B23	B24
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	79,569	80,884	82,465	84,569	87,990	89,130
2	81,361	82,676	84,255	86,362	89,781	90,921
3	83,147	84,465	86,044	88,150	91,570	92,710
4	84,939	86,256	87,834	89,941	93,358	94,499
5	86,730	88,045	89,623	91,729	95,150	96,291
6	89,331	90,686	92,313	94,481	98,005	99,180
7	91,118	92,500	94,158	96,369	99,966	101,163
8	92,940	94,351	96,041	98,297	101,965	103,187
9	94,799	96,238	97,962	100,263	104,004	105,251
10	96,221	97,681	99,431	101,767	105,564	106,829

DIRECTOR OF NURSING

200 DAYS	B50	B51	B52	B53	B54	B55
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	81,609	82,958	84,579	86,738	90,246	91,415
2	83,447	84,796	86,416	88,577	92,083	93,252
3	85,280	86,631	88,251	90,411	93,918	95,087
4	87,118	88,468	90,086	92,247	95,752	96,922
5	88,953	90,303	91,921	94,081	97,590	98,760
6	91,621	93,012	94,680	96,903	100,518	101,723
7	93,454	94,872	96,573	98,841	102,529	103,757
8	95,323	96,769	98,504	100,817	104,579	105,833
9	97,229	98,704	100,474	102,834	106,671	107,949
10	98,688	100,185	101,981	104,376	108,271	109,568

HIGH SCHOOL DIRECTOR OF SPECIAL EDUCATION

215 DAYS	B01	B02	B03	B04	B05	B06
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	89,498	90,843	92,458	94,608	98,104	99,268
2	93,249	94,595	96,210	98,361	101,858	103,020
3	98,184	99,528	101,143	103,294	106,788	107,954
4	101,645	102,991	104,604	106,756	110,249	111,416
5	105,175	106,521	108,136	110,287	113,708	114,875
6	108,332	109,717	111,381	113,595	117,120	118,321
7	110,499	111,912	113,607	115,868	119,462	120,688
8	112,709	114,150	115,880	118,185	121,851	123,102
9	114,963	116,433	118,197	120,549	124,288	125,564
10	116,688	118,180	119,970	122,357	126,153	127,448

PRESCHOOL DIRECTOR

210 DAYS	B67	B68	B69	B70	B71	B72
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	80,074	81,457	83,112	85,324	88,912	90,108
2	83,743	85,126	86,783	88,991	92,581	93,777
3	87,417	88,797	90,457	92,664	96,254	97,450
4	91,079	92,459	94,117	96,327	99,914	101,110
5	95,900	97,282	98,939	101,148	104,738	105,933
6	98,777	100,200	101,906	104,182	107,880	109,111
7	100,752	102,203	103,945	106,266	110,037	111,294
8	102,768	104,247	106,024	108,392	112,238	113,520
9	104,823	106,332	108,144	110,560	114,482	115,790
10	106,395	107,927	109,766	112,218	116,200	117,527

DIRECTOR OF ATHLETICS 6-12 AND CLUB SPORTS

225 DAYS	B43	B44	B45	B46
STEP	BA	MA	MA+30	Doctorate
1	90,747	92,361	94,508	98,000
2	94,494	96,108	98,257	101,750
3	99,422	101,036	103,184	106,676
4	102,882	104,493	106,643	110,132
5	106,408	108,022	110,170	113,588
6	109,600	111,263	113,475	116,996
7	111,793	113,487	115,746	119,336
8	114,029	115,757	118,060	121,723
9	116,310	118,073	120,421	124,157
10	118,055	119,844	122,227	126,019

Needham Public Administrator Contract Language

Table of Contents

- (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) The Needham Public Schools believes that proficient educators focus on their own professional growth to enrich practice, which will lead to improved student achievement. This process relies on the willingness of each educator to engage in authentic self-assessment, professional and reflective conversations with colleagues and supervisors, and a deep commitment to professional growth.
- 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).
 - v) To promote proficient educators

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, **but at least 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, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. **These measures will be developed in consultation with the NEA.**
- F) ***Educator(s):** Inclusive term that applies to all **Unit B**, 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. **An educator with Professional Teacher Status shall be considered in a new assignment when teaching under a different license.**
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 **school** days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. **It is the goal of the administration and NEA to offer sufficient time and supports to assist an educator to improve.**
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation.

Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

Notification: The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle **by September 30th of each year**. The Evaluator(s) may be changed upon notification in writing to the Educator.

- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with

knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations, such as department meetings, cabinet meetings, interviews, individual staff meetings, district leadership team meetings, etc., conducted pursuant to this article must result in feedback to the Educator. **The feedback will include a reflective conversation and will document in writing at least the date, time, and topics discussed.** Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) **Parties:** The parties to this agreement are **the Needham Public Schools and the Needham Education Association.**
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
 - **It is the policy of the Needham Public Schools that educators receive rating of Proficient, Needs Improvement or Unsatisfactory on individual standards and the overall rating. The goal of every educator is to achieve a rating of Proficient.**
- 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: *Instructional Leadership*
 - ii) Standard 2: *Management and Operations*
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective *Administrative Leadership* 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 (3)** years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

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

- i) Observations of practice of any duration **but at least 10 minutes.**
 - ii) Examination of Educator work products.
 - iii) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall **provide** a meeting for Educators and Evaluators focused substantially on;
 - i) **An overview of the evaluation process, including goal setting and the educator plans.**
 - ii) **Directions for obtaining a copy of the forms used by the district. These may be electronically provided.**

- B) Participants will have the opportunity to provide feedback on the effectiveness of this process.**

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

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment **according to the timeline as agreed upon by the administration and NEA in Schedule A** or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directly 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. **As part of the goal-setting process, school and district leaders shall make available to educator assessment data, copies of the school improvement plans and district goals.**
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator **according to the timeline as agreed upon by the administration and NEA in Schedule A** (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and

achievement will be determined after ESE issues guidance on this matter. See #22, below.

- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle of the next academic year to develop their Educator Plan **according to the timeline as agreed upon by the administration and NEA in Schedule A**. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the **district**, the meeting with the Evaluator to establish the Educator Plan must occur **according to the timeline as agreed upon by the administration and NEA in Schedule A** or within six weeks of the start of their assignment in that **district**.
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan **according to the timeline as agreed upon by the administration and NEA in Schedule A**. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first year of practice or first year **teaching under a new license, each educator shall have a minimum of six (6) observations**.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the **district**:
 - i) The Educator shall have at least three unannounced observations during the school year.

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

- A) The Educator **on a one (1) or two (2) year Self-Directed Growth Plan** must have at least **three (3) unannounced observation per year**.

- B) The Educator who is on a Directed Growth Plan must have at least six (6) meetings with the evaluator to address areas needing improvement and progress,
- C) The Improvement Plan for an educator will be developed on a case-by-case basis. The number, frequency and structure of meetings will be determined by the evaluator in consultation with the NEA. The number and frequency of the observations shall be determined by the Evaluator in consultation with the NEA.

11) **Observations**

The Evaluator's first observation of the Educator should take place according to the timeline as agreed upon by the administration and NEA in Schedule A. Observations required by the Educator Plan should be completed according to the timeline as agreed upon by the administration and NEA in Schedule A. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) No other observations may take place until the day after feedback has been provided.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- (b) Within five (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
- C) All observations will be followed by face-to-face reflective conversations within 3-5 school days
- D) Any observation or series of observations resulting in one (1) or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation within thirty (30) school days.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) 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.
- E) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- F) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.
- G) The Educator shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative

Assessment report. The signature does not indicate agreement or disagreement with its contents.

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

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

- A) Educators on two (2) year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two (2) year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- D) 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.
- E) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report.
- F) The Educator shall sign the Formative Evaluation report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- G) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- H) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one (1) or two (2) year Educator Plan, the summative report must be written and provided to the educator **according to the timeline as agreed upon by the administration and NEA in Schedule A.**
- 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 **work toward** the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home **according to the timeline as agreed upon by the administration and NEA in Schedule A.**
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur **according to the timeline as agreed upon by the administration and NEA in Schedule A.**
- J) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur **according to the timeline as agreed upon by the administration and NEA in Schedule A.**

- K) 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.
- L) The Educator shall sign the final Summative Evaluation report **according to the timeline as agreed upon by the administration and NEA in Schedule A**. 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.
- M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one (1) goal related to improvement of practice tied to one (1) or more Performance Standards;
 - ii) At least one (1) 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 **work toward** attaining the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers **as specified** the Educator Plan.

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

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

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

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2016-2017 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year one and a summative evaluation report at the end of year two.
- 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 2016-2017 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, according to the timeline as agreed upon by the administration and NEA in Schedule A.
- 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.
- F) The NEA will be informed when an educator has been placed on a Directed Growth Plan.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan **for a reasonable time period sufficient to achieve the goals outlined in the improvement plan, but no fewer than thirty (30) School days and no more than one (1) school year.**
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten (10) 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 request of the educator, a representative of the NEA shall attend the meeting(s).**
 - iii) **The NEA** 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.

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

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

21. Career Advancement

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 5. The principal's decision is subject to review and approval by the superintendent.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures through the first three (3) years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process

IN WITNESS WHEREOF, The parties have set their hand and seal by their duly authorized representative this **eleveth day of **February 2014**.**

For the Needham School Committee

For the Needham Education Association

Michael Greis, Chair

Michael Hirsh, President

Connie Barr, Vice Chair

Cathy Heller

Stephen Plasko
