

AGREEMENT BETWEEN

THE SHUTESBURY ELEMENTARY EDUCATORS
THE SHUTESBURY AFFILIATED WORKERS

AND

THE SHUTESBURY SCHOOL COMMITTEE

JULY 1, 2021 - JUNE 30, 2024

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AGREEMENT

ARTICLE I RECOGNITION OF BARGAINING AGENT

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Shutesbury School Committee recognizes the Shutesbury Elementary Educators and the Shutesbury Affiliated Workers as the exclusive bargaining agent and representative of:

all teachers, including nurses, school psychologists, professional employees such as coordinators and therapists and affiliated workers including all maintenance and custodial workers, cafeteria workers, , administrative assistants and para-educators.

ARTICLE II PURPOSE

Recognizing that the School Committee's prime purpose and the SEAW's prime purpose is to provide education of the highest quality for the children of the Shutesbury Elementary School, the Committee and the Association agree.

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

That fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the staff and the School Committee and its representatives such as the Superintendent of Schools and the Principal of the Shutesbury Elementary School in the formulation of policies relating to conditions of employment for the staff and the care and instruction of children.

That fulfillment of these respective responsibilities can be facilitated and supported by a cooperative relationship in compliance with policies, procedures, regulations and standards that exist in association with this agreement and those policies which relate to conditions of employment for the staff and the care and instruction of children. Cooperation of that sort would preclude strikes, work stoppages, or work slowdowns on the part of the professional staff, either collectively or individually and it would

preclude the exercise of the School Committee's authority in a manner which would be capricious, arbitrary, or intended-for the purpose of harming professional employees, either individuals or the collectivity.

ARTICLE III MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the School District; including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to determine the number of employees to be employed, to hire employees, to determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, dismiss, and/or provide supplemental compensation or employment; to set the standards of productivity or effectiveness; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to reprimand, suspend, discharge or otherwise discipline employees, in accordance with M.G.L., c. 71, s. 42 and 42D and in accordance with the terms of this Agreement; to set the starting and leaving time and the number of hours or days to be worked; to use independent contractors or consultants to perform work or services; to expand, reduce, alter, combine, transfer, assign, or cease any position, program, operation, or service; to control and regulate the use of equipment, methods and materials to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Committee and to direct the Committee's employees.

ARTICLE IV JUST CAUSE

No member of the bargaining unit represented by SEE who has achieved professional teacher status will be reprimanded, suspended, discharged or otherwise disciplined without just cause.

All members of the bargaining unit represented by SAW will serve a probationary period of one (1) calendar year, during which time they will be considered at will employees, and may be terminated without access to the grievance procedure.

No member of the bargaining unit represented by SAW who has served the probationary period as defined above will be reprimanded, suspended, discharged or otherwise disciplined without just cause.

No employee will be entitled to access arbitral review under both contract and statute.

By activating a demand for arbitration in a given forum, an employee, or the Association acting on his/her behalf shall be deemed to have made an irrevocable election of forum and shall be deemed to have waived his/her right to access the alternate forum.

ARTICLE V GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

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

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

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

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

C. Procedures and Time Limits

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

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

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

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

LEVEL ONE

1. The Principal will schedule a hearing regarding the grievance and provide a written response within seven (7) days of receipt of the written grievance.

LEVEL TWO

1. If the grievance is rejected, the Association will have seven (7) days to submit a written grievance appeal to the Superintendent of Schools (unless the grievance was submitted first to the Superintendent of Schools) or his or her representative. Any grievance appeal not submitted within seven (7) days will be considered untimely and no longer grievable.

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

LEVEL THREE

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

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

LEVEL FOUR

Should the parties agree, at anytime prior to the expiration of the twenty (20) day period, the grievance may be referred to mediation.

LEVEL FIVE

If, at the expiration of the twenty (20) day period, the grievance has not been resolved to the satisfaction of the Association, or if mediation fails to resolve the grievance to the satisfaction of the Association, the Association may, within twenty (20) days thereafter, give the School Committee written notice of its desire to seek final and binding

arbitration. The parties will first seek to mutually agree upon an arbitrator. If that is not possible, the Association, no later than twenty (20) days following such notice, will submit the grievance to the American Arbitration Association.

The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator will have no authority to add to, delete or modify any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association, and the grievant. Each party will bear the costs of its representatives and witnesses, and the fees and expenses of the arbitrator will be shared by the parties. The Association may have representatives and witnesses released for hearings held during the school day, with no loss of pay or benefits.

ARTICLE VI CONDITIONS OF EMPLOYMENT

A. School Year

The work year for teachers (other than new personnel who may be required to attend additional orientation sessions) while under the direction of the School Committee will be 185 days. Additional mandatory days would be paid at 1/185th of a teacher's contracted salary. A reduced number of days would be deducted at 1/185th of a teacher's contracted salary. Part-time teachers will work no less than one additional day before the start of the students' school year and one additional day after the conclusion of the students' school year.

B. Parent Conferences

There shall be four (4) additional early dismissal days (1:00 PM) - two in the fall and two in the spring. These days will be used to prepare for and hold school-wide parent/teacher conferences. These days will be held in conjunction with an early dismissal Wednesday for a total of eight (8) parent/teacher conference days in the school year.

C. Work Day for Teachers

The parties recognize that full-time teachers work between 45 and 52 hours in a full week. A portion of that time, however, is away from school and not during conventional working hours.

The purpose of this provision is to define the in-school working hours of the teachers. The scheduled work day for teachers will be seven and one quarter hours as specified by the school committee.

Special education team meetings and other meetings of staff including various committee meetings will occasionally be scheduled to begin in late afternoon or in early

morning, but generally, meetings will be scheduled immediately after student dismissal.

Meetings requiring off-site attendance within Union 28 will be scheduled to begin in the late afternoon or in the early morning but generally, meetings will be scheduled as soon as practical after student dismissal.

Alternate means of convening will be considered when planning off-site meetings to balance the need for coordination of scheduled activities both within and beyond the school building. These may include telephone/conference calls and internet based convening/meetings.

Full time teachers will have:

1. A duty free lunch period of at least thirty (30) minutes
2. Non-teaching professional periods totaling 120 minutes per week composed of at least three forty minute periods which occur on three different days of the week.

When possible within current staffing levels, teachers will receive one (1) professional period per day.

When the schedule permits, an effort will be made to provide full time teachers a duty free lunch period of thirty minutes.

By September 15/October 1 of each year, the Principal will schedule the first of two evening meetings. One of these will be a traditional "Open House" and the other at the discretion of the Principal. Staff will be given as much notice as possible prior to the scheduling of the second night meeting. Ordinarily, teachers will receive at least two (2) weeks notice of additional required evening meetings which requirement may be appealed to the Principal and the Superintendent.

If the school committee modifies the opening and closing time of school for children so that it is different from the opening and closing time of the 2011-2012 school year, it will consult with the teachers and explain the reasons for that change. The school committee may change the scheduled hours if required to meet instructional time obligations set by Massachusetts statutes or Massachusetts Department of Education regulations.

Nothing in this section should be interpreted as to limit the school committee's authority to modify its schedule of one shorter student day per week.

D. Vacancies/Postings

1. When a vacancy occurs in a position covered by this agreement, the Principal will review the qualifications for the position and will make any appropriate changes prior to posting the position.
2. The position will be posted in all teacher's lounges and workrooms, and in the Union 28 offices for at least five (5) school days during the work year and for ten (10) calendar days during the summer. Posting and public advertising may take place simultaneously. During the summer months, postings will be emailed to all members of the bargaining units who have left a current e-mail address on file with the Union 28 offices and to the President of the Association.
3. At the time of posting, the Principal will establish a hiring committee composed of the Principal and appropriate personnel, and in the case of a vacancy to be filled on the teacher salary schedule, parents. Together with the Principal, the committee will review applications and will interview applicants. In making his/her decision pursuant to M.G.L. Chapter 71, Section 59B, the Principal shall give due consideration to the recommendations of the hiring committee.
4. Qualified and interested currently employed teachers and/or affiliated workers may apply for a position during the posting period. Internal applicants will be interviewed for the position if they meet the qualifications of the position posting. They will be notified of the hiring decision in writing.
5. The posting period as defined in #2 above may be waived by mutual agreement of the Association President and the Superintendent of Schools. However, no applicant will be offered a position prior to the expiration of the agreed upon posting period.

E. No later than June 30, each teacher will be notified in writing of any change to his/her assignment, subject, grade, classes, schedule or hours. Such notice will be sufficiently detailed to allow the teacher to prepare, as needed for the new responsibilities and will specify the reason (s) for the anticipated change. If unanticipated changes occur after June 30, for reasons such as resignation, death, retirement, leave of absence, changes in enrollment or budgetary shortfall, notice of changes will be provided as soon as practical.

F. Teacher in Charge

1. One teacher shall be appointed Teacher in Charge. This teacher will be in charge of the school in the absence of the Principal. The Principal and Teacher in Charge together will decide if it is necessary for the teacher to be replaced by a substitute when the Principal is to be absent for a full day.

2. The position of Teacher in Charge will be posted annually; any teacher who is full time and has Professional Status may apply. The Teacher in Charge will be selected from the voluntary applicants by the Building Principal subject to the approval of the Superintendent.

3. The Teacher in Charge will receive an annual stipend of \$1,200 to be paid in two installments of \$600 at the end of each semester. If the Teacher in Charge is required to be in charge of the school on more than twelve (12) full days in a given school year, the Teacher in Charge shall receive \$85 per day for each additional full day.

G. Substitute Coverage

In the event of a teacher's absence due to sick or other leave as provided in Article IX, the teacher may request a specific substitute, from the school's substitute list, be assigned to cover the teacher's class(es).

Para-educators shall be paid, in addition to their hourly rate, twenty-five dollars (\$25) for a half day of providing substitute coverage. The amount shall be forty dollars (\$40) in addition to the regular hourly rate in the event the para-educator provides substitute coverage for a full day.

When the assistant custodian fills in for the head custodian, or the assistant cafeteria worker fills in for the food service director, the assistant custodian or assistant cafeteria worker shall receive, in addition to his/her regular hourly rate of pay, and additional one dollar (\$1) per hour.

H. After-school care

Paraprofessionals providing one to one care for a student during the school day shall be given consideration to provide afterschool care for the same student if the student participates in afterschool programs, prior to other staff being assigned.

I. Off-Site work

Any staff person assigned to deliver educational services at a location other than Shutesbury Elementary School will receive an offsite stipend of \$10 per hour and reimbursement for mileage at the prevailing IRS rate.

If a staff member has a concern for their physical or professional well-being while working an off-site assignment, the staff member may make in writing a request in writing to the Principal for an additional staff member to be present who is trained and certified in physical restraint (603 CMR 46.00 et. seq.) The Principal shall respond to the request promptly. Such requests will not be unreasonably denied.

J. Fingerprinting Expense

Pursuant to Chapter 49 of the Acts of 2012, all employees shall provide the District with State and Federal fingerprinting-based background checks. The Committee shall reimburse bargaining unit members for the cost of fingerprinting renewal (currently \$55 teacher/ \$35 non-teacher), provided the bargaining unit member is not subject to termination as a result of the SAFIS report.

ARTICLE VII SALARY

A. Salary Schedules

Wage Increase:

See Appendix I.

Salary schedules are attached. (Appendix I)

B. Course Salary Credit

Teachers must submit to the principal a written course description and their rationale for the relevance of the course to their teaching assignment prior to taking the course. Course for which teachers earn salary credit must be recommended by the Principal and approved by the Superintendent.

C. Step Placement

Placement of new employees covered by this agreement on the salary schedule will reflect full credit for previous experience and appropriate credentials.

The President of the Association will be informed of the step and if relevant the column placement of the new employees.

D. Staff Step Increase

Staff members will be eligible for a step increase if they work the equivalent of one-half FTE year in their position. Current work in other schools will be counted towards full-time equivalence measures. Staff members who work at a rate of less than .5 FTE will be eligible to advance one step every two years.

E. Longevity

Bargaining unit members who have completed 10 years of service in the Shutesbury Elementary School will receive longevity pay annually in the amount of \$500.00 above the appropriate step in the salary schedule.

Bargaining unit members who have completed 15 years of service in the Shutesbury Elementary School will receive longevity pay annually in the amount of \$1,250.00 above the appropriate step in the salary schedule.

Bargaining unit members who have completed 20 years of service in the Shutesbury Elementary School will receive longevity pay annually in the amount of \$1,500.00 above the appropriate step in the salary schedule.

Bargaining unit members who have completed 25 years of service in the Shutesbury Elementary School will receive longevity pay annually in the amount of \$2,000.00 above the appropriate step in the salary schedule.

Bargaining unit members who have completed 30 years of service in the Shutesbury Elementary School will receive longevity pay annually in the amount of \$2,500.00 above the appropriate step in the salary schedule.

F. Non-Course Professional Development Credit

The School District may grant teachers up to three credits annually for unusually substantial professional development activities, as projected in a professional development plan. Such unusually substantial professional development activities may include, but are not limited to, conducting professional workshops, curriculum development work, work in a professional organization, or publication. Decisions about credit are to be decided on a case by case basis.

Paraeducators and affiliated staff may submit in writing or in person ideas or suggestions regarding professional development activities to administration prior to the beginning of the next school year.

Instructional Assistants and other affiliated staff may request instructional days to attend professional development opportunities. Paid leave and/or tuition reimbursement may be granted with the approval of the Principal.

G. Salary Payment Schedule

If permitted by law, school year staff shall have the following options of receiving their pay in:

1. 20 or 22 equal payments, OR IN
2. 24 or 26 equal payments

This request must be made in writing to the Superintendent of Schools of the Erving School Union #28 on or before May 15th of that school year.

H. Part-time Pay

Part-time employees pay will be calculated on a prorated basis of the portion of time worked during a full school week. Any employee who works a partial school year will be paid for actual days worked, including approved leave days.

Part-time teachers will not be required to attend meetings that take place outside the regularly scheduled work day; part-time staff requested or required to attend meetings or trainings will be compensated. Attendance at other meetings or trainings will be voluntary but will not be compensated.

I. Staff Dependent on Revolving Funds

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

Positions identified as dependent on revolving funds: Instrumental Music

J. Overtime

Hourly employees who work more than forty (40) hours per week will be paid at the rate of time and a half for hours that exceed forty (40) hours.

If a Custodian reports to the school for an after hours emergency, and this puts him/her over forty (40) hours for the week, he/she will be compensated at one and one half (1 and ½) times the normal rate for a minimum period of two (2) hours or choose to receive compensatory time equal to the time spent at the emergency. Such compensatory time shall be taken within seven days of accrual. Emergency situations will be clearly articulated, verbally and in writing, to the employee by administration. If time beyond the two (2) hours is needed for an emergency situation, the custodian must receive advance approval by an available administrator (Principal or Superintendent) before overtime will be allowed. All other overtime work must be pre-approved, in writing, by the Principal or the Superintendent.

K. Teaching staff who submit documentation for required mileage within Union 28 at or in excess of an accumulated one hundred (100) miles will be reimbursed for their

local transportation expenses. Reimbursement will be based on the IRS rate in effect at the time of travel. Requests for reimbursement will be submitted before the close of the school year. Staff will file monthly cumulative reports once they meet the threshold mileage. The reimbursement policy for travel outside of Union 28 will remain in effect.

ARTICLE VIII INSURANCE

A. Health Insurance

The School Committee and the Town of Shutesbury shall assume responsibility for payment of 75 percent of a group health insurance indemnity contract (which will be as near as possible to Blue Cross/Blue Shield Master Medical) or 75 percent for an approved health maintenance organization such as Network Blue New England or CHP and payment of the same for a group life insurance contract in accordance with the provisions of Chapter 32 B of the Commonwealth Laws. Should the Town of Shutesbury vote to reduce that percentage payment, the School Committee agrees to negotiate the impact of that reduction in benefits. The School Committee is not required to make good the financial loss to professional employees, individually or collectively, of the vote of the Town. Nor is failure to pay the agreed upon 75 percent share subject to arbitration through the grievance process should that failure occur as a result of the vote of the Town of Shutesbury.

For so long as a dental plan is available through the group health insurance obtained by the town and for so long as the plan accepts the number of Shutesbury employees participating, employees who shall assume responsibility for payment of 100% of the cost of participation will be eligible to participate in a dental insurance plan.

The above notwithstanding, the parties agree that the percentage share paid by the employer shall be maintained at 75% and the share paid by the employee at 25%. for fiscal years 2018, 2019, 2020.

B. Sick Leave Bank

The purpose in creating a Sick Leave Bank is to provide additional paid sick leave for those who contribute to the Bank, whose individual sick days are exhausted, and who continues to face long-term or catastrophic illness.

There shall be a Sick Leave Bank Committee to administer the plan outlined below. The Committee shall have four (4) members: the Chairperson and the Secretary of the School Committee and two (2) Association representatives appointed by the President of the Elementary Educators and Affiliated Workers from among the members of each of the bargaining units, and who are also members of the Sick Leave Bank. In order to

approve a request presented to it, three (3) of the four (4) members must vote in favor. Procedural matters may be resolved by a majority of the members present and voting.

All employees covered by this contract may volunteer to become members of the Sick Leave Bank. During the month of September any new employee who wishes to participate will reassign one (1) of the sick days reserved for him/her to the Bank. Employees hired after September 30 of any year may participate by reassigning one (1) sick day to the Bank during the following September. Any employee who chooses not to participate may enter the plan during any subsequent September by reassigning whatever days should have been placed in the Bank if he/she had become a participant at the time she/he first became eligible to join.

Each employee who becomes a member of the Sick Leave Bank must sign a waiver allowing the school administration to share with the Sick Leave Bank Committee the record of his/her use of Sick Leave days. If a member of the Sick Leave Bank requests days from the Bank, she/he must be willing to provide appropriate verification of the condition or cause which prompts their request.

Any member of the Bank may withdraw at any time, but a person who withdraws leaves behind whatever investment he/she may have in the Bank. Such a person may reenter the Bank during any subsequent September by assigning the number of days that would have been donated to the bank had he/she remained a participant.

If, on the first day of school each year the number of days in the Bank is less than the number of current Bank members on that date, then each current member must reassign a sick day to the Bank. This means that reassignment of sick days to the Bank may occur only once a year and during the time between the first day of school and September 30.

Normally a new member must be able to transfer one (1) sick day to the Bank; but, if he/she has used all of his/her sick days, he/she will not be denied membership in the Bank because of this inability to contribute the required day.

A member of the Sick Leave Bank who exhausts his/her individual sick leave benefit and who is faced with personal long-term or catastrophic illness may apply to the Sick Leave Bank Committee for additional days of paid sick leave. Family illness is not covered by the Bank. The Committee shall review the request in the light of the following criteria:

- a. the demonstrated need of the applicant;
- b. a review of the past use of sick days;
- c. the relative needs of any other applicants; and
- d. the supply of days in the Bank.

The Sick Leave Bank Committee's decision on all applications and other matters within its jurisdiction shall be final and not subject to the Grievance Procedure or any other claims. Any employee whose application is rejected, in whole or in part, shall, upon request, be granted a meeting with the Sick Leave Bank Committee.

Each member of the Sick Leave Bank may receive up to twenty-five (25) days of sick leave from the Bank per school year on approval of the Sick Leave Bank Committee, subject to the limitations noted below. The Bank Committee may, with the concurrence of at least three (3) members, recommend to the total membership of the Bank that additional days be granted to an individual. A majority of the Bank members voting shall determine whether the additional days are granted. Neither the Committee nor the full membership may grant more days than are in the Bank at any given time.

Individuals granted sick days from the Bank will be paid only for those days that they would normally have worked, and at the rate which they normally receive.

Any Member wishing to sign up must do so by September 30. The Sick Leave Bank Committee will then meet by October 15 of said year to tally changes in membership. By November 1 of each school year, the Sick Leave Bank Committee shall furnish the Superintendent and the Association with a list of all members of the Bank, the number of sick days which each member has reassigned to the Bank for that school year, and the total number of days, including the current year, then in the Bank. Upon the request of the Bank Committee, the Superintendent, having received the required release form, shall furnish the Sick Leave Bank Committee with written information concerning the availability of sick days for any member of the Bank as may be requested by the Committee.

Payments authorized by the Bank Committee will be made in accordance with established School Committee practice.

ARTICLE IX TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. Fifteen days sick leave shall be allowed to teachers each academic year. Any unused portion each year shall be allowed to accumulate until termination of employment in the system. There shall be no limit on the number of days accumulated in this fashion. No teacher shall lose sick leave accumulated as a teacher in Shutesbury prior to the beginning of this contract.

Full time affiliated workers shall be entitled to one and one half days sick leave per month. There shall be no limit on the number of days accumulated in this fashion. Sick leave days will be the same number of hours the employee normally works. The

Superintendent may extend sick leave for an employee in cases of serious and extended illnesses.

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

2. Sick leave shall only be used for the following reasons:

- a. Illness of the employee. The Committee reserves the right to require proof of the illness.
- b. Up to twenty (20) days per school year for the serious illness in the immediate family that requires the attendance of the employee.
- c. The Committee reserves the right to insist that an employee must take time off with sick leave pay under certain conditions,

3. The Principal will normally grant approval for the use of sick leave, subject to the review of the Superintendent for consistency with district policy.

B. Sick Leave Accumulation for Employees Previously Employed in Union #28

Any individual employed as a full-time employee who was employed the previous year as a full-time professional, within Union #28, will be able to transfer any earned accumulated sick leave up to a maximum of the number of such days that would be accumulated in a two-year period.

C. Personal Leave

An employee will be allowed, each school year, three days for necessary business, important personal matters, or religious holidays which require absence during the school hours. Any unused days shall be allowed to accumulate each year to a total of five days. All new professional employees will begin their first year with an accumulation of two days.

Barring an emergency, advance notice (three school days) shall be given in written form to the Principal of the building. Although a personal day may be used any day of the week, personal days are not to be used simply to extend a weekend or any vacation period as commonly defined. The Principal will normally grant approval for the use of

personal leave, subject to the review of the Superintendent for consistency with district policy.

Each teacher and aide will be allowed, each school year, three paid days for necessary business which requires absence during the school hours. Any unused days shall be allowed to accumulate to a total of five days. The leave must be applied for, in writing, to the Principal at least seven (7) calendar days in advance of the absence (except in an emergency). Teachers will be informed of the decision, in writing, no later than four (4) calendar days after the application is received by the Principal or Superintendent.

The Committee reserves the right to request written explanation for the use of the day. In the event such request for leave is denied, the employee shall receive a written statement outlining the reason(s) for the denial and shall be allowed an immediate personal hearing with the Principal and/or Superintendent. Denial will not occur for reasons which, by an agreed upon standard, are necessary business which requires absence and which does not create a serious adverse impact on the school.

The Reasonable Standard is as follows: A leave must be for a reason which a reasonable and humane independent third party would accept as important and for a purpose the scheduling of which is outside the control of the employee. A serious adverse impact on the school could occur as a result of a large number of anticipated absences or because of the singularity of the event that will be occurring.

All new teachers and aides will begin their first year with an accumulation of two days.

D. Funeral Leave

1. A five (5) day leave shall be allowed without loss of pay for any period or periods of consecutive days immediately before or after the day of the funeral or funerals, in the event of death in the immediate family. Additional days may be granted by the Superintendent upon recommendation by the Principal. Immediate family is defined as spouse, child, parent, brother, sister, or any other person/relative living in the same household.
2. A three (3) day leave shall be allowed without loss of pay for any period or periods of consecutive days, immediately before or after the day of the funeral or funerals, in the event of death of a grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or grandchild.
3. An employee wishing to attend the funeral of an aunt or uncle shall be granted (1) day leave with pay to take effect on the day of the funeral.
4. Additional days may be granted by the Superintendent. Bereavement leave shall

not accumulate from year to year. Bereavement pay shall not be in addition to vacation or holiday pay.

5. At the discretion of the Principal, bereavement leave may be granted for the death of an individual not listed in the Sections above.

E. Sabbatical Leave Program for Teachers

1. The Sabbatical Leave Program is designed to improve the quality of instruction in the Shutesbury Elementary School. It is recognized that such a program will affect a limited number of employees, but it is suggested in the hope that it may serve to encourage teachers of exceptional ability to remain at the Shutesbury Elementary School.

2. Benefits:

a. A teacher may be granted a full year's leave from regular duties in the Shutesbury Elementary School at one half his annual salary to pursue formal study or self-improvement which, in the opinion of the Shutesbury Superintendent, will lead toward a significant contribution to improve some aspects of the instructional program at the Shutesbury Elementary School.

b. A teacher may be granted a one-half school year's leave from regular duties in the Shutesbury Elementary School at a full annual salary rate to pursue formal study or self-improvement which, in the opinion of the Superintendent, will lead toward a significant contribution to improve some aspects of the instructional program at the Shutesbury Elementary School.

c. A teacher may be granted anytime up to, but less than, one-half school year's leave from regular duties in the Shutesbury Elementary School at a full annual salary rate to pursue formal study or self-improvement, which in the opinion of the Shutesbury Superintendent will lead toward a significant contribution to improve some aspects of the instructional program at the Shutesbury Elementary School.

3. Method of Application: A teacher wishing to apply for consideration as a sabbatical leave candidate shall submit, in writing, a request to the Superintendent of Schools, indicating the plan of study and which of the three types of leave indicated above will best fit into the program. Such written application must be received by the Superintendent by December 1st, preceding the school year for which the request is being made. Action must be taken on all such requests no later than May 1st, preceding the school year for which the request has been made.

4. Conditions and requirements for sabbatical leave recipients:

a. Teachers considered for sabbatical leave must have served in the Shutesbury Elementary School for at least seven years.

b. The quality of service and contribution to the total school system will be a factor in the choice of candidates to receive a sabbatical leave.

c. Any recipient of a Sabbatical Leave Award shall agree, in writing, to return to the Shutesbury Public Schools for a period of at least two school years.

d. Upon return from sabbatical leave a teacher's salary and fringe benefits will be at that level to which he or she would be entitled had he or she continued in a regular professional employment without a sabbatical leave.

e. Upon return to regular employment at the completion of a sabbatical leave, insofar as possible, the teacher shall resume the position which s/he held at the time said leave commenced.

f. In the default of the completion of such service, he or she shall refund to the Committee an amount equal to such proportion of salary received by the individual while on leave as the amount of the service not actually to be rendered, unless said default is due to illness, disability, death or other circumstances beyond the control of the individual.

g. It shall not be binding upon the Superintendent to grant a specific number of requests should it appear in the Superintendent's judgment that granting such requests would not be in the best interest of the Shutesbury Public Schools because of the creation of staff shortages, because of financial limitations, or because the qualifications of the candidates or their plans do not meet the quality which is expected.

F. Part-time Employee Benefits

Except for health and life insurance and unless otherwise specified in the contract, part-time employees are eligible for all of the benefits that regular full-time professional employees receive on a prorated share based on the prorated portion of time worked during a full school week.

G. Jury Duty

When a person, covered by this agreement, is required to be absent from regular duties because of jury duty and receives compensation from the appropriate governmental authority for reporting for said jury duty, he or she will receive the difference between (1) the wages he or she would normally receive for that day's work, and (2) the amount

which he or she receives from the appropriate governmental authority for jury duty for such day or days (not to include mileage or meals).

H. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or recalled to active duty in any branch of the Armed Forces of the United States.

I. Travel/Study

A leave of absence without pay may be granted for up to one (1) school year for the purpose of travel or for further educational study. Request for such a leave must be made to the Superintendent by May 15 of the previous school year.

J. Sickness in Family Leave

A leave of absence without pay up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Committee.

K. Family Leave

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

L. Other leaves may be granted at the discretion of the Superintendent.

ARTICLE X
VACATION AND PAID HOLIDAYS

Twelve month, full-time employees with up to two years experience in Shutesbury will earn one (1) day vacation per month, up to a maximum of ten (10) days per year. A maximum of ten (10) days of vacation may be carried over to the next fiscal year. Twelve month, full-time employees with two (2) or more years of full-time experience

in Shutesbury in that position will earn one and one-half (1 1/2) vacation days per month up to a maximum of fifteen (15) days per year. A maximum of fifteen (15) days of vacation may be carried over to the next fiscal year. Twelve month, full-time employees with five (5) or more years full-time experience in Shutesbury in that position will earn two (2) vacation days per month up to twenty (20) days per year. A maximum of twenty (20) days of vacation may be carried over to the next fiscal year.

Full-time employees contracted for at least 195 days with up to two (2) years experience in Shutesbury will earn .8 vacation days per month, up to a maximum of eight (8) days per year. A maximum of eight (8) days may be carried over to the next fiscal year. Full-time employees contracted for at least 195 days with more than two (2) and less than five (5) years' experience in Shutesbury will earn one (1) vacation day per month to a maximum of ten (10) days per year. A maximum of ten (10) days may be carried over to the next fiscal year. Full-time employees contracted for at least 195 days with five (5) or more years experience in Shutesbury will earn 1.5 vacation days per month to a maximum of fifteen (15) days per year. A maximum of fifteen (15) days may be carried over to the next fiscal year. This provision excludes per-diem summer and casual employment with the Shutesbury School Committee.

Vacations must be scheduled with the approval of the employee's Principal and the custodian will not ordinarily take more than fifteen (15) days of vacation during the summer vacation.

Fifty-two week custodians will be eligible for the following paid holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, December 25, January 1, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, and July 4th.

Full-time employees contracted for at least 195 days will be entitled to the paid holidays that fall within their employment year. This provision excludes per-diem summer and casual employment with the Shutesbury School Committee.

Full-time employees contracted for at least 195 days will, in consultation with the Principal, establish a working schedule of vacation, holidays unpaid non working days, additional and summer work days, at or near the beginning of the fiscal year. This schedule may be altered by mutual agreement. Additional working days will be compensated at the per diem rate.

ARTICLE XI STUDENTS OF NON-RESIDENT EMPLOYEES

Children of staff employed as .5 FTE or more by the Shutesbury School District but who do not live in Shutesbury may attend Shutesbury School. Enrollment will be approved

on a case-by-case basis by the School Committee. School-aged children may be eligible to attend on a tuition-free basis; for children participating in tuition-based programs such as Preschool and Afterschool, parents are expected to pay tuition.

A written request must be submitted to the Superintendent by the staff person to initiate the enrollment process. A written response shall be provided to the staff person by the Superintendent within a reasonable time following a School Committee decision.

Approval will be based on the following factors:

- There is adequate space available in the classroom
- The enrollment of the student will not have an adverse impact on class size or class/school operations.

In making a determination, the Shutesbury School Committee shall fully respect and comply with all rules and with the intent of federal and state non-discrimination laws.

A staff person requesting enrollment of his/her child is not required to be employed by the Shutesbury School District for any minimum duration prior to applying for student enrollment. However, if an employee has worked in Shutesbury School District for less than three months then ceases to be employed by the District, the student is considered a non-resident and enrollment will be terminated. If the employee ceases to be employed by the District after more than three months of employment, the student's enrollment will be terminated at the end of the current school year.

Approval of a student's enrollment does not necessarily extend to siblings. Each placement will be determined individually.

If approved by the School Committee, the parent/guardian will be responsible for providing transportation to and from school.

If approved, the student may continue enrollment through all grades offered within the Shutesbury School District. Enrollment does not extend to educational systems not under the supervision of the Shutesbury School District, where Shutesbury residency requirements are necessary.

ARTICLE XII SUPERVISION/EVALUATION OF TEACHERS

The goals of the evaluation of professional personnel shall include the identification of the strengths and weaknesses of personnel, the importance of and necessity of professional growth, and the maintenance of the effectiveness of educational programs.

The parties agree that the evaluation of teachers will be conducted in accordance with

Appendix II. Modifications to the agreed upon standards and procedures may be made after negotiation and agreement by the parties.

The parties agree that the supervision/evaluation of affiliated workers will be conducted in accordance with Appendix III.

ARTICLE XIII REDUCTION IN TEACHING STAFF

In the event it becomes necessary to reduce the number of employees in the bargaining unit, the Superintendent will consider ability, qualifications, the teachers area of license, indicators of job performance, including overall ratings resulting from comprehensive evaluations consistent with M.G.L., c. 72, s.38 and the best interest of the students in the Shutesbury Elementary School; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards under said Section 38 and that are defined by the board as proficient or exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the target license area. If all of the above factors are equal, then the least senior teacher in the licensure area will be laid off first.

As used in this Article, seniority is defined as the teachers' length of continuous employment as a teacher from the last date of employment by the Shutesbury School Committee. Seniority will be pro-rated for part-time teachers. Teachers will be credited with seniority for all time spent on any recognized leave of absence under this agreement. A tie in seniority will be resolved in favor of the professional employee with the highest earned academic degree; if that is not sufficient to break the tie, then the teacher with the highest number of years of teaching experience will be retained. If a tie still remains, it will then be resolved by lottery.

The Superintendent will notify the Association at least one week prior to implementing a reduction in staff.

The Principal and Superintendent will be prohibited from dismissing a teacher for arbitrary or capricious reasons. No reduction in force may be taken for the purpose of dismissing a specific individual teacher. No consideration will be given to the relative expense of an individual on the salary schedule when decisions about reduction in force are made.

Any teacher with Professional Teaching Status dismissed due to a reduction in force is entitled to receive a one-time severance payment in the amount of ten percent (10%) of

the Professional Teacher Status teacher's previous year salary. The teacher may choose to delay payment for up to one (1) year.

During such delay of severance payment, the teacher shall retain recall rights. Recall rights are surrendered when the person elects to receive the payment. If the person is rehired by January 1st of the following year after electing to receive the payment, he/she will receive all sick days, seniority and other benefits accrued before the layoff provided that he/she agrees to return the full severance payment over the course of the school year. If the person is rehired after January 1st, he/she will receive all sick days, seniority and other benefits accrued before the layoff provided that he/she agrees to return half of the severance payment over the remainder of the school year.

If the Superintendent determines that a teacher is to be recalled, the teacher shall be notified by certified mail return receipt requested to the address the teacher has placed on record in the school department. A copy of that letter will be provided to the President of the Association. A teacher who receives such an offer of re-employment and who wishes to accept such an offer shall send written notice of his/her acceptance to the Superintendent within two (2) weeks after s/he receives that offer.

Any teacher on the recall list may elect to continue to participate in the group health insurance plan of the Town of Shutesbury for the time period allowed by C.O.B.R.A.; provided however, that said teacher shall be required to pay the entire amount of the premium of such plan. Should a teacher be reemployed as a result of recall, the teacher will be entitled to all of the benefits to which he or she was entitled at the time he or she was laid off from employment as well as to any new benefits which may have been negotiated between the School Committee and the Association during the interim period.

Affiliated Workers

When reduction in the affiliated worker staff or the number of hours is necessary because of a decrease in student enrollment, for financial emergencies or for other reasons approved by the school committee, the Superintendent of Schools in consultation with the Principal will determine the employee or employees to be laid off based on a complex judgment considering the following factors as applicable to the particular position.

1. The particular strengths and weaknesses of the employees, including but not limited to the employees' appropriateness for the work as documented through the supervision and evaluation process;
2. The particular needs of the school including but not limited to expertise in specific curricular or instructional areas and/or student individual education plans;

3. Appropriate training for the position.

When all of these factors are relatively equal, then seniority will prevail in determining the employees to be retrained.

If the Superintendent determines that an affiliated worker is to be recalled within one year they shall notify the affiliated worker of the decision by certified mail return receipt requested to the address the worker has placed on record in the school department. A copy of that letter will be provided to the President of the Association. An affiliated worker who receives such an offer of re-employment and who wishes to accept such an offer shall send written notice of his/her acceptance to the Superintendent within two (2) weeks after s/he receives that offer.

Any affiliated worker on the recall list may elect to continue to participate in the group health insurance plan of the Town of Shutesbury for the time period allowed by C.O.B.R.A.; provided however, that said affiliated worker shall be required to pay the entire amount of the premium of such plan. Should an affiliated worker be reemployed as a result of recall, the teacher will be entitled to all of the benefits to which he or she was entitled at the time he or she was laid off from employment as well as to any new benefits which may have been negotiated between the School Committee and the Association during the interim period.

ARTICLE XIV
PROFESSIONAL GROWTH AND DEVELOPMENT

A. Teachers

The School Committee will pay the cost of tuition for any specific course at an accredited college, university or professional training school which the school superintendent or school principal requires a teacher to take. The School Committee will reimburse the teacher for that course within 60 days of the date that course documentation of successful completion is provided to the Superintendent of Schools.

The School Superintendent may grant, upon the recommendation of the principal, up to three credits annually for unusually substantial professional development activities, as projected in a professional development plan. Such unusually substantial professional development activities may include, but are not limited to, conducting professional workshops, curriculum development work, work in a professional organization, or publication.

The Committee will pay the cost of tuition, for courses at accredited colleges or universities, or other professional training schools, workshops, and other activities that are approved in advance by the Superintendent of Schools. Such approval will not be unreasonably withheld. The actual amount of the tuition paid by the Committee will be

limited by the prevailing rate per credit hour, at the University of Massachusetts, at the time of the application and will not include other fees other than the aforementioned tuition cost. No teacher shall be entitled to reimbursement for more than one course in any twelve (12) month period; however receiving reimbursement for course work does not preclude a teacher from submitting a request for reimbursement for workshops or other activities in support of their recertification or in support of school goals.

The teacher requesting reimbursement shall request approval at least fourteen (14) days prior to the expected date of the workshop or course and will provide sufficient information to the Superintendent for his/her review. Approved activities should directly relate to the licensure of the teacher and the needs of Shutesbury Elementary School.

In the event the proposed activities are not approved, reasons for the non-approval will be provided to the teacher in writing.

Evidence of successful completion of the course with passing grade must be submitted to the Superintendent to obtain reimbursement.

When the Commonwealth issues its advisory, regulations, and/or model policy concerning teacher evaluations, the parties agree that they will implement the mandated requirements.

B. Affiliated Staff

Affiliated workers, including all maintenance and custodial workers, cafeteria workers, administrative assistants and para-educators who have completed at least three (3) full years of continuous employment at Shutesbury Elementary School will be eligible for reimbursement for the cost of tuition for courses at accredited colleges or universities, or other, training schools, workshops or other activities that are approved in advance by the Principal and the Superintendent of Schools. Such courses, workshops, other training schools or other activities must be directly related to the current assignment of the individual employee.

Affiliated workers must submit to the Principal a written description of the proposed course, workshop or other training and their rationale for the course's relevance to their assignment prior to taking the course. Courses must be recommended by the Principal and approved by the Superintendent of Schools. Approval will not be unreasonably withheld.

The actual amount of reimbursement will be capped at the prevailing rate per credit hour at the University of Massachusetts/ Amherst at the time of application and will not include fees other than the aforementioned tuition cost. No affiliated worker will be

eligible for reimbursement for more than one (1) course, workshop or other training in a twelve (12) month period, provided that any course, training or other activity required by the Principal or Superintendent will be reimbursed separate from the provisions of this article.

ARTICLE XV
VOLUNTARY DEDUCTIONS

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith , agrees to deduct from the salary of any employee who individually authorizes it, dues for the Shutesbury Elementary Education and The Shutesbury Affiliated Workers, Massachusetts Teachers Association, and National Education Association. Employee shall tender the monthly membership dues by signing the Authorization of Dues Form, The employer agrees to remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. The district will forward the names of all newly hired employees to the President within 10 days of hire.

ARTICLE XVI
NON-DISCRIMINATION

The School Committee recognizes the right of individuals to work and advance without regard to race, sex, color, disability, religion, national origin, gender identity, sexual orientation, marital status, ancestry, genetics, military service, age, or union activity. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.

ARTICLE XVII
DURATION OF THE CONTRACT

This agreement shall be in full force and effect from July 1, 2021 until June 30, 2024. Collective bargaining for a new agreement to become effective upon the expiration of this agreement may be reopened by either party by October 1, 2020 by giving written notice to the other party. If negotiations are not completed by June 30, 2024 the provisions of this agreement will remain in full force and effect until the successor agreement is executed. Provided however, either party can terminate this agreement after June 30, 2024 by serving written notice of their intent to terminate the agreement. The written notice must be served at least 45 calendar days prior to the actual termination.

IMPLEMENTATION AGREEMENT

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

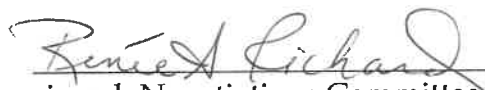
SCHOOL COMMITTEE - SHUTESBURY ELEMENTARY SCHOOL:

 9/25/21
signed date

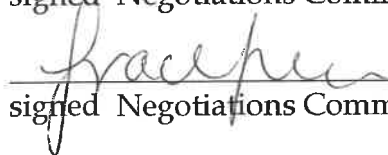
signed date

signed date

SHUTESBURY ELEMENTARY EDUCATORS AND AFFILIATED WORKERS:

 9/24/2021
signed Negotiations Committee date

 9/24/21
signed Negotiations Committee date

 9/24/21
signed Negotiations Committee date

**APPENDIX I
SALARY SCHEDULE**

**HEAD ADMINISTRATIVE ASSISTANT
HEAD CUSTODIAN
FOOD SERVICE DIRECTOR**

STEPS	2021-2022	2022-2023	2023-2024
1	\$19.53	\$19.53	\$19.53
2	\$20.12	\$20.12	\$20.12
3	\$20.72	\$20.72	\$20.72
4	\$21.34	\$21.34	\$21.34
5	\$21.97	\$21.97	\$21.97
6	\$22.63	\$22.63	\$22.63
7	\$23.31	\$23.31	\$23.31
8	\$24.01	\$24.01	\$24.01
9	\$24.73	\$24.73	\$24.73

CONTRACT HEAD ADMINISTRATIVE ASSISTANT: 211 WORKING DAYS
185 SCHOOL DAYS + 26 ADDITIONAL DAYS PLUS PAID VACATION AND
HOLIDAYS PER CONTRACT

HEAD CUSTODIAN: 261 WORKING DAYS

FOOD SERVICE DIRECTOR: 183 WORKING DAYS

SICK DAYS 1-1/2 DAYS PER MONTH, CUMULATIVE TO 125 DAYS

SICK LEAVE BANK PER CONTRACT, ARTICLE VIII, SECTION B

PERSONAL DAYS 3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS

FUNERAL LEAVE PER CONTRACT, ARTICLE IX, SECTION D

HOLIDAYS PER CONTRACT, ARTICLE X

VACATION PER CONTRACT, ARTICLE X VACATION DAYS ARE NOT IN
LIEU OF WORKDAYS, BUT WILL BE ADDITIONAL DAYS PAID

EDUCATION STIPEND BACHELOR'S DEGREE \$250

LONGEVITY \$ 500 AFTER 10 YEARS OF SERVICE
\$ 1,250 AFTER 15 YEARS OF SERVICE
\$ 1,500 AFTER 20 YEARS OF SERVICE
\$ 2,000 AFTER 25 YEARS OF SERVICE
\$ 2,500 AFTER 30 YEARS OF SERVICE

WATER LICENSE \$2,200 (head custodian only).

OFFICE AIDE

STEPS	2021-2022	2022-2023	2023-2024
1	\$17.46	\$17.72	\$17.99
2	\$17.99	\$18.26	\$18.53
3	\$18.53	\$18.81	\$19.09
4	\$19.09	\$19.38	\$19.67
5	\$19.67	\$19.97	\$20.27
6	\$20.25	\$20.55	\$20.86

- SICK DAYS** 15 DAYS PER YEAR, UNLIMITED ACCUMULATION
- SICK LEAVE BANK** PER CONTRACT, ARTICLE VIII, SECTION B
- PERSONAL DAYS** 3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS
NEW AIDES WILL BEGIN WITH AN ACCUMULATION OF 2
DAYS
- FUNERAL LEAVE** PER CONTRACT, ARTICLE IX, SECTION D
- EDUCATION STIPEND** BACHELOR'S DEGREE \$250
- LONGEVITY** \$ 500 AFTER 10 YEARS OF SERVICE
\$ 1,250 AFTER 15 YEARS OF SERVICE
\$ 1,500 AFTER 20 YEARS OF SERVICE
\$ 2,000 AFTER 25 YEARS OF SERVICE
\$ 2,500 AFTER 30 YEARS OF SERVICE

PARA-EDUCATORS

STEPS	2021-2022	2022-2023	2023-2024
1	\$16.25	\$16.49	\$16.74
2	\$16.94	\$17.19	\$17.45
3	\$17.66	\$17.92	\$18.19
4	\$18.31	\$18.58	\$18.86
5	\$18.94	\$19.22	\$19.51
6	\$19.89	\$20.19	\$20.49
7	\$21.00	\$21.32	\$21.63
8	\$21.42	\$21.85	\$22.18

SICK DAYS 15 DAYS PER YEAR, UNLIMITED ACCUMULATION

SICK LEAVE BANK PER CONTRACT, ARTICLE VIII, SECTION B

PERSONAL DAYS 3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS
NEW AIDES WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS

FUNERAL LEAVE PER CONTRACT, ARTICLE IX, SECTION D

EDUCATION STIPEND BACHELOR'S DEGREE \$250

ABA STIPEND \$100

LONGEVITY \$ 500 AFTER 10 YEARS OF SERVICE
\$ 1,250 AFTER 15 YEARS OF SERVICE
\$ 1,500 AFTER 20 YEARS OF SERVICE
\$ 2,000 AFTER 25 YEARS OF SERVICE
\$ 2,500 AFTER 30 YEARS OF SERVICE

SUMMER RATE \$25 PER HOUR

TEACHERS

2021-2022

STEPS	BACHELORS	MASTERS	MASTERS +15	MASTERS +30	CAGS/PHD
1	\$47,070	\$48,245	\$49,343	\$50,440	\$52,599
2	\$49,295	\$50,440	\$51,534	\$52,630	\$54,789
3	\$51,520	\$52,630	\$53,725	\$54,823	\$56,983
4	\$53,747	\$54,823	\$55,919	\$57,016	\$59,175
5	\$55,974	\$57,016	\$58,112	\$59,210	\$61,369
6	\$58,199	\$59,210	\$60,308	\$61,404	\$63,563
7	\$60,424	\$61,404	\$62,501	\$63,595	\$65,755
8	\$62,690	\$63,596	\$64,661	\$65,726	\$67,886
9	\$64,697	\$65,598	\$66,680	\$67,763	\$69,922
10	\$66,638	\$67,568	\$68,682	\$69,796	\$71,956
11	\$68,645	\$69,602	\$70,750	\$71,899	\$74,058
12	\$70,703	\$71,692	\$72,874	\$74,055	\$76,214

SICK DAYS	15 DAYS PER YEAR, UNLIMITED ACCUMULATION
SICK LEAVE BANK	PER CONTRACT, REFER TO ARTICLE VIII, SECTION B
PERSONAL DAYS	3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS NEW TEACHERS WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS
FUNERAL LEAVE	PER CONTRACT, ARTICLE IX, SECTION D
LONGEVITY	\$ 500 AFTER 10 YEARS OF SERVICE \$ 1,250 AFTER 15 YEARS OF SERVICE \$ 1,500 AFTER 20 YEARS OF SERVICE \$ 2,000 AFTER 25 YEARS OF SERVICE \$ 2,500 AFTER 30 YEARS OF SERVICE
MENTOR TEACHER IN CHARGE	\$ 600 PER YEAR \$ 1,200 PER YEAR; \$85 PER DAY FOR EACH ADDITIONAL FULL DAY
SUMMER RATE	\$45 PER HOUR

TEACHERS

2022-2023

STEPS	BACHELORS	MASTERS	MASTERS +15	MASTERS +30	CAGS/PHD
1	\$47,776	\$48,969	\$50,083	\$51,197	\$53,388
2	\$50,034	\$51,197	\$52,307	\$53,419	\$55,611
3	\$52,293	\$53,419	\$54,531	\$55,645	\$57,838
4	\$54,553	\$55,645	\$56,758	\$57,871	\$60,063
5	\$56,813	\$57,871	\$58,984	\$60,098	\$62,290
6	\$59,072	\$60,098	\$61,212	\$62,325	\$64,517
7	\$61,330	\$62,325	\$63,438	\$64,549	\$66,742
8	\$63,631	\$64,550	\$65,631	\$66,712	\$68,904
9	\$65,667	\$66,582	\$67,681	\$68,779	\$70,971
10	\$67,637	\$68,581	\$69,712	\$70,842	\$73,035
11	\$69,675	\$70,646	\$71,812	\$72,977	\$75,169
12	\$72,123	\$73,131	\$74,337	\$75,542	\$77,744

SICK DAYS	15 DAYS PER YEAR, UNLIMITED ACCUMULATION
SICK LEAVE BANK	PER CONTRACT, REFER TO ARTICLE VIII, SECTION B
PERSONAL DAYS	3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS NEW TEACHERS WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS
FUNERAL LEAVE	PER CONTRACT, ARTICLE IX, SECTION D
LONGEVITY	\$ 500 AFTER 10 YEARS OF SERVICE \$ 1,250 AFTER 15 YEARS OF SERVICE \$ 1,500 AFTER 20 YEARS OF SERVICE \$ 2,000 AFTER 25 YEARS OF SERVICE \$ 2,500 AFTER 30 YEARS OF SERVICE
MENTOR TEACHER IN CHARGE	\$ 600 PER YEAR \$ 1,200 PER YEAR; \$85 PER DAY FOR EACH ADDITIONAL FULL DAY
SUMMER RATE	\$45 PER HOUR

TEACHERS

2023-2024

STEPS	BACHELORS	MASTERS	MASTERS +15	MASTERS +30	CAGS/PHD
1	\$48,493	\$49,704	\$50,834	\$51,965	\$54,189
2	\$50,785	\$51,965	\$53,092	\$54,220	\$56,445
3	\$53,077	\$54,220	\$55,349	\$56,480	\$58,706
4	\$55,371	\$56,480	\$57,609	\$58,739	\$60,964
5	\$57,665	\$58,739	\$59,869	\$60,999	\$63,224
6	\$59,958	\$60,999	\$62,130	\$63,260	\$65,485
7	\$62,250	\$63,260	\$64,390	\$65,517	\$67,743
8	\$64,585	\$65,518	\$66,615	\$67,713	\$69,938
9	\$66,652	\$67,581	\$68,696	\$69,811	\$72,036
10	\$68,652	\$69,610	\$70,758	\$71,905	\$74,131
11	\$70,720	\$71,706	\$72,889	\$74,072	\$76,297
12	\$73,205	\$74,228	\$75,452	\$76,675	\$78,910

SICK DAYS	15 DAYS PER YEAR, UNLIMITED ACCUMULATION
SICK LEAVE BANK	PER CONTRACT, REFER TO ARTICLE VIII, SECTION B
PERSONAL DAYS	3 DAYS PER YEAR, CUMULATIVE TO 5 DAYS NEW TEACHERS WILL BEGIN WITH AN ACCUMULATION OF 2 DAYS
FUNERAL LEAVE	PER CONTRACT, ARTICLE IX, SECTION D
LONGEVITY	\$ 500 AFTER 10 YEARS OF SERVICE \$ 1,250 AFTER 15 YEARS OF SERVICE \$ 1,500 AFTER 20 YEARS OF SERVICE \$ 2,000 AFTER 25 YEARS OF SERVICE \$ 2,500 AFTER 30 YEARS OF SERVICE
MENTOR TEACHER IN CHARGE	\$ 600 PER YEAR \$ 1,200 PER YEAR; \$85 PER DAY FOR EACH ADDITIONAL FULL DAY
SUMMER RATE	\$45 PER HOUR

APPENDIX II

SHUTESBURY TEACHER AND CASELOAD EDUCATOR CONTRACT LANGUAGE

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

1) **Purpose of Educator Evaluation**

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

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

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

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. Change in assignment does not change an Educator's PTS.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator for a time period sufficient to achieve the goals outlined in the Improvement plan, but of at least forty (40) school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) ***Observation:** Upon entering the observation location the Evaluator shall use the school specific agreed upon process to notify the Educator that an evaluation is in progress. A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but not less than fifteen (15) minutes by the Evaluator may include examination of artifacts of practice including student work. An observation shall occur in person. There shall be no videotaping of the evaluation process unless requested by the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The Association and the School Committee are parties to this Agreement.
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement

- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

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

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

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

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

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

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

4) **Evidence Used In Evaluation**

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

A) Multiple measures of student learning, growth, and achievement, which shall include:

- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
- ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least three years of data is required.
- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

- iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration, but at least fifteen (15) minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) This will be reviewed once DESE has the language. Student and Staff Feedback – see # 23-24, below; and
 - 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.

5) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The District will adopt the DESE created Rubric.

6) **Evaluation Cycle: Training**

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

7) **Evaluation Cycle: Annual Orientation**

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

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

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

- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be bargained after ESE issues guidance on this matter.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

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

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

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

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

12) **Observations**

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

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

A) **Unannounced Observations**

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

B) **Announced Observations**

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 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
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

13) **Evaluation Cycle: Formative Assessment**

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

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

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

15) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the Non-PTS Educator and the PTS Educator by May 30th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 30th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur within five (5) school days of receiving the summative evaluation.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- P) The Educators and Evaluators recognize that there may be times when there are extenuating circumstances necessitating Educator and/or Evaluator absence; such as illness, maternity leave, paternity leave, or death in the family that may prevent various timelines from being met.

16) **Educator Plans – General**

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

- iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to make adequate progress towards the goals in the Plan as determined by the Evaluator and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

17) **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.

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

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 30th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

20) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for a time period sufficient to achieve the goals outlined in the Improvement plan, but no fewer than forty (40) school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of the following decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator

determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- ii) An Educator upon receiving a decision of dismissal by the Evaluator or Superintendent may:
- a) Present any artifacts or evidence to refute the Evaluator's recommendation for dismissal.
 - b) May proceed to the grievance procedure identified in the General Provisions of this document ("Violations of the Article are subject to the grievance and arbitration procedures.")

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

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

A) Educators with PTS on Two Year Plans

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

B) Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. Transition from Existing Evaluation System

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

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance

APPENDIX III

Supervision/Evaluation of Affiliated Workers

The goals of evaluation of affiliated workers shall include the identification of the strengths and weaknesses of personnel, the importance and necessity of growth in professional skills, and the maintenance of the effectiveness of instructional and other school programs.

Each member of the bargaining unit will be evaluated annually by the principal, no later than May 15 of each year, using the attached agreed upon "Support Evaluation Form".

Ratings of Below Average or Unsatisfactory will be supported with specific evidence and recommendations for improvement.

Administration may use the contents of the annual evaluation to support personnel decisions, including but not limited to decisions to lay off, promote, discipline, or dismiss affiliated workers, consistent with the terms of this agreement.

In addition, each member of the bargaining unit will complete the attached agreed upon "Cooperative Paraprofessional/ Affiliated Staff Review" in cooperation with his/her immediate supervisor or the classroom teacher, if appropriate, twice annually, in December and in May. Classroom paraprofessionals will consult with the classroom teacher, 1:1 paraprofessionals with the Special Education Teacher, the custodial staff with the Head Custodian and, the Food Service Director with the cafeteria staff. In addition, the building secretary will complete the review in consultation with the Principal, who will also consult with the Head Custodian and the Food Service Director.

This review may be made part of the personnel record at the option of the employee.

In the event that there is a disagreement over the contents of the staff review, either party to the review may initiate a meeting with the principal to determine next steps. The cooperative paraprofessional/affiliated staff review will not be subject to Article IV of this agreement.

**Support Evaluation Form
Shutesbury Elementary**

Name: _____

Position: _____

Evaluator: _____

Date: _____

Given the Performance Factors listed below, indicate (circle) the effectiveness with which they were applied to achieving the results. When evaluating each factor, apply the following definitions:

- 5 - Outstanding Consistently exceeds expectations; role model for peers
- 4 - Above Average Performance often exceeds expectations
- 3 - Average Generally meets expectations or requirements
- 2 - Below Average Improvement needed to increase effectiveness; growth will strengthen ability to handle expected responsibilities
- 1 - Unsatisfactory Unacceptable job performance; not meeting expectations

1. Job Knowledge	Demonstrates knowledge of methods, techniques and skills required of position.	1	2	3	4	5
Comments:						
2. Effectiveness	Provides assistance in structural and behavioral management. Able to provide student interventions. Presents ideas effectively.	1	2	3	4	5
Comments:						
3. Self Motivation/Management	Builds on strengths and works on deficiencies. Personally well organized. Utilizes time efficiently. Takes independent actions, when appropriate.	1	2	3	4	5
Comments:						
4. Adaptability to Change	Possesses the ability to be flexible and adaptable to a multitude of situations.	1	2	3	4	5
Comments:						
5. Interpersonal	Maintains effective working relationship with colleagues. Handles interpersonal challenges appropriately. Develops positive relationships with students.	1	2	3	4	5
Comments:						

6. Job Performance	Performs consistently, accurately, and effectively. Work completed meets expectation and responsibilities of job. Punctuality and attendance – consistently and punctually reports to work and assigned responsibilities.	1	2	3	4	5
Comments:						

Supporting Comments:

Cooperative/Paraprofessional/Affiliated Staff Review

Completed by: _____

Para/Affiliated Worker: _____

Date: _____

Your strength is _____

It is supportive to students when you _____

It would benefit you to seek further development in _____

A plan for this is _____

Your previous goal was: _____

_____ met _____ still working on _____ needs further development

Paraprofessional Reflection:

_____ yes, I want this review to be part of my personal record

_____ no, I do not want this to be part of my personal record.