

**AGREEMENT**

**between the**

**TOPSFIELD SCHOOL COMMITTEE**

**and**

**TOPSFIELD TEACHERS' ASSOCIATION**

**September 1, 2013 through August 31, 2016**

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**TOPSFIELD SCHOOL COMMITTEE**

**and**

**TOPSFIELD TEACHERS' ASSOCIATION**

**September 1, 2013 through August 31, 2016**

This agreement is entered this 1<sup>st</sup> day of September, 2013, between the Topsfield Teachers' Association (hereinafter referred to as the "Association") and the Topsfield School Committee (hereinafter referred to as the "Committee").

**PREAMBLE**

Recognizing that our prime purpose and responsibility is to provide education of the highest possible quality for the children of Topsfield and that good morale within the teaching staff of Topsfield is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, hereby agree as follows:

**ARTICLE I - PURPOSE AND SCOPE**

1.1 This agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment for the term of years herein provided.

1.2 Under the law of the Commonwealth of Massachusetts, the Committee, elected by the citizens of Topsfield has final responsibility for establishing educational policies of the public schools of Topsfield.

For all matters not mentioned in the Agreement, for matters excluded from the Grievance and Arbitration Procedures, and for matters for which directions are not given, the Committee reserves and retains full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the public schools and their professional staff under governing law, in their sole discretion or judgment; and, in such matters, the exercise of such discretion or judgment shall be final and binding and thereby not subject to the Grievance and Arbitration provisions of this Agreement if made in good faith (i.e., not arbitrarily or capriciously or without a rational basis in fact). Any arbitration of such matters shall be limited to the question of good faith as defined herein and the Arbitrator shall be without power to substitute his judgment on the merits of the controversy for that of the Committee in such circumstances.

1.3 The administrators of the Topsfield School System have the right and responsibility for carrying out the established policies of the Committee.

The teaching staff of the public schools of Topsfield has the responsibility for providing in the classrooms of the school education of the highest possible quality.

Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Administration and the teaching staff.

The Committee shall not limit by any action of the Committee or Administration the rights of employees to lawfully pursue the powers granted to them by Section 2 of Chapter 150E of the Massachusetts General Laws, or as a result of their right to participate in the Grievance and Arbitration procedures.

1.4 If any provisions of this Agreement, or any application of this Agreement, to any teachers covered by the terms of this Agreement, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. The parties to this Agreement shall meet forthwith to negotiate a new provision to replace the provision found to be unlawful.

1.5 No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by respective duly authorized representatives.

1.6 The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Educational Reform Act of 1993, and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Educational Reform Act, the Superintendent and/or Principal(s) must now do so. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons and entities other than those expressly named herein.

## **ARTICLE 2 - RECOGNITION**

The Committee recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining concerning wages, hours and other conditions of employment for the following professional employees of the Topsfield Public Schools:

All classroom teachers, including teacher specialists, but excluding Superintendent, Assistant to the Superintendent, Special Education Administrator, Principals, other supervisory and administrative personnel, aides, per diem substitute teachers, and all other employees of the Topsfield School System.

Unless otherwise indicated the employees in the above unit will hereinafter be referred to as "teacher(s)".

## **ARTICLE 3 - GRIEVANCE PROCEDURE**

### 3.1 Definition:

A "grievance" is a dispute concerning the interpretation, meaning or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the Grievance and Arbitration procedures by other provisions of this Agreement.

An "aggrieved person" is a person or persons making the claim.

A "party of interest" is a person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### 3.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise regarding the words or intent of the Agreement. Both

parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the rights of any teacher to discuss any matter informally, other than a formal grievance, with an appropriate member of administration, and having the matter adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.

### 3.3 Procedure

The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. Grievances submitted after June 1 will be processed as speedily as practicable.

Level 1. A teacher with a grievance will first discuss it with the principal or immediate superior, either directly or through a representative of the Association, with the objective of resolving the matter informally. All decisions at this level shall be reported forthwith in writing to the Superintendent and shall be subject to his approval.

Level 2. (a) If the grievance is not settled within five (5) days after presentation at Level One, the aggrieved teacher or the Association may within five (5) days thereafter refer it in writing to the Superintendent. There shall be a meeting with the Association and the Superintendent as soon as practicable after receipt of the written grievance.

(b) If the grievance is not received by the Superintendent within forty-five (45) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to Level Four.

Level 3. If the grievance is not settled within ten (10) days from the receipt of the grievance by the Superintendent, the aggrieved teacher or the Association may submit said grievance in writing to the Committee. There shall be a meeting with the Association and the Committee as soon as practicable after receipt of the written grievance.

Level 4. If the grievance is not settled at Level 3 and if the Association so determines, it may, within thirty (30) days after written reference to the Committee, refer the grievance to arbitration as hereunder provided.

3.4 Any grievance which has not been settled under the procedures set forth herein may be submitted by either party to the American Arbitration Association within the time prescribed. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

3.5 The Arbitrator so selected will confer with the representatives of the Committee and the Association and hold hearings promptly and will issue the decision, award, and reasons therefore not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted.

The arbitrator will be without power or authority to make any decision or award which is in violation of the General Laws of the Commonwealth, or required the commission of an act prohibited by law, or which violates any of the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which has been excluded from the Grievance and Arbitration Procedures of this Agreement.

The decision of the Arbitrator will be final and binding except for review or confirmation as provided by the provisions of Chapter 150E of the General Laws of the Commonwealth, if either party shall exercise such rights.

3.6 The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and sustenance expenses, will be borne equally by the Committee and the Association.

3.7 Any party in interest may be represented at all stages of the grievance procedure by a person of his/her choosing, except that the person may not be represented by a representative or an officer of any teacher organization other than the Association.

When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the Grievance and Arbitration procedure, and one copy of the written resolution of matters shall be transmitted to the Association.

3.8 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through levels of the grievance procedure even though the aggrieved person does not wish to do so.

3.9 Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth herein.

3.10 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.

3.11 Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

#### **ARTICLE 4 - SALARIES AND OTHER COMPENSATION**

4.1 Changes in salary and other compensations for teachers covered by this agreement for the appropriate years are set forth here. Actual salary schedules are set forth in Appendix "A" attached hereto and a part hereof.

<b>Year 1 2013-2014</b>	Steps and Levels and 2% on the FY 2013 Salary Grid
<b>Year 2 2014-2015</b>	Steps and Levels and 2% on the FY 2014 Salary Grid
<b>Year 3 2015-2016</b>	Steps and Levels and 2% on the FY 2015 Salary Grid *Increase 403B match by \$100

4.2 In the normal course of salary progress, increments for teachers rendering satisfactory service will be awarded. Increment, however, should not be deemed to be automatic.

4.3 Teachers entering service in the Topsfield School System for the first time shall be placed on the schedule at the appropriate step and on the proper preparation level as determined by the Superintendent with the concurrence of the Committee. Experience outside of the Topsfield School System shall be evaluated in relationship to the positions being filled. As a guide, if the previous experience of a

prospective teacher is not continuous up to the time of employment in Topsfield, a maximum of only four (4) years outside this system may be accepted. However, the Committee, on recommendation of the Superintendent shall be free in the placement of new teachers on the schedule.

Credit will be give for the following types of experience outside the Topsfield School System:

- (a) Public School teaching.
- (b) Private School teaching - the school must be an accredited one acceptable to the committee. Private kindergartens or nurseries are not to be included.
- (c) College teaching.
- (d) Permanent substitutes who have taught in one of the above-type schools.

#### 4.4 Advancement on the Salary Schedule

- (a) Lateral Advancement on the salary schedule is based upon successful completion of graduate level courses subject to the conditions for approval as described in Article 4.5. The Speech and Language Therapist will be permitted to utilize CEUs for advancement on the salary schedule.
- (b) Notification of anticipated attainment of courses must be provided prior to November 1 prior to the school year in which the advancement is anticipated. Said notification requires the teacher to submit to the building principal, on the appropriate form provided for this purpose, the course work that will lead to advancement on the salary schedule. If this notification is not provided, column advancement on the salary schedule will be delayed until the commencement of the next school year.
- (c) For both newly employed teachers and teachers with accrued employment in the Topsfield Schools only courses initially approved when hired as a teacher in Topsfield or subsequently approved by the Superintendent of Schools, with all required documentation being submitted, will be credited toward salary advancement associated with graduate credits and advanced degrees. At the time of initial employment, a teacher will be given 30 days or up to the first pay period to submit official documentation of graduate course work completed for which the newly hired teacher is seeking salary schedule credit, subject to the approval of the Superintendent.
- (d) Placement on a higher salary schedule shall be made after necessary documentation has been filed with the Superintendent's Office and will be effective on the first day of the month following this notification. The additional salary due will be determined on a pro rata basis in relationship to that portion of the ten month contract period for which the higher rate will be applicable. The additional salary will be paid immediately starting with the first payroll, if time permits. A surplus of credits earned 10 years or more prior to placement on the Master's column of the salary schedule cannot be credited for purposes of advancing further on the scale. For instance, a teacher who is moving from a Bachelor's column to the Master's column in September 2007 who has 15 unrelated credits not used for the Master's Degree earned prior to September 1997, will not be permitted to use those credits to advance to the Masters+15 column.
- (e) Effective September 1, 2001, a teacher employed by the school district as of the execution date of his Agreement who received her/his Massachusetts teaching certification prior to June 18, 1993 shall be eligible for Step 13 of the Master's column according to the following terms and conditions:
  - i) The teacher has reached step 12 of the B+24 Column.

ii) The teacher has acquired a minimum of thirty-three (33) credits, approved by the Superintendent, beyond the Bachelor's Degree.

iii) Upon reaching thirty-three (33) credits beyond the Bachelor's Degree, the teacher shall be placed on Step 12 of the Master's column consistent with paragraphs (b) and (d) of this sub-section. (NOTE: the notification provision in paragraph (b) shall be waived for any teacher who achieves B+33 prior to or during the 2001-02 school year.)

iv) At the beginning of the following school year, the teacher shall advance to Step 13 of the Master's column.

(f) Teachers may utilize Professional Development Points (PDPs), as defined by the Department of Education Licensure Regulations, to advance on the salary schedule. In order to move on the schedule, applicable Professional Development Points must be approved in advance by the Superintendent and the Building Principal, the professional development work must be at least fifteen (15) hours in duration and will require the completion of a project and/or written work and the experience/course must be comparable to a graduate level course.

For the purposes of this section, a fifteen (15) hour professional development course equals one (1) credit for advancement on the salary schedule. Bargaining unit members may receive up to twelve (12) credits based upon the approved professional development points. The project and/or written work shall be consistent with the system's goals and objectives and/or the school improvement plan. The Superintendent and the Building Principal shall certify that the program has been completed.

(g) Effective September 1, 2011 teachers eligible for step increases shall not also be eligible for a longevity payment.

4.5 Courses must be approved in advance by the Superintendent to qualify for lateral movement on the salary schedule. Upon submission of the proposed course into My Learning Plan, the Superintendent will respond to the request within ten (10) school days. In order to be eligible to be placed upon the Master's Degree Schedule, the major emphasis in the study of a teacher attaining the degree must have been to the Superintendent's satisfaction in a field that should be of help to the teacher in his/her present position and of benefit to the school system the attainment of a Master's Degree will not entitle a teacher to placement on the Master's Degree Schedule unless this qualification is met. Therefore, any teacher undertaking to attain such a degree should request in writing, as early as possible, from the Superintendent whether such study will meet this qualification.

4.6 The salaries of part-time teachers will be determined by the salary schedule (Appendix A) on a pro-rata basis. Eligibility of part-time teachers for professional development will be determined as follows: Teachers working less than .5 will be eligible for 50% and teachers working .5 or more will be eligible for 100%.

4.7 Extra or non-classroom duties, except as set forth in Paragraph 4.11, shall be considered part of a teacher's regular assignment, and due no payment outside of the salary schedule. Principals are expected to assign extra duties so as to avoid important inequities. However, when in the opinion of the committee, and with the consent of the teacher concerned, it will be to the advantage of the school system for a teacher to be regularly assigned excessive non-classroom work in addition to a full teaching load, then it shall pay the teacher additional salary as may be considered fair and reasonable. Upon the reversion of the teacher to normal teaching status, the additional salary shall cease.

4.8 Payment of the salary will be made on 26-payment plan with payment normally being made on alternate Thursdays. The schedule for such payments shall be determined by the Committee. Information relative to gross pay and deduction will be furnished with each salary payment. The Association shall



notify the Superintendent by June 15 of any year if it wishes to change for the following school year from the then existing payment plan to either a 22-payment plan over 10 months (September-June) or the 26-payment plan referred to above. All employees will be compensated through direct deposit.

#### 4.9 End of Career Policy

To qualify for the provisions of this policy, a professional staff member must have completed ten (10) years of service in the Topsfield School System and have furnished to the Superintendent no later than April fifteenth (15th) a written statement of intent to retire at the end of the next full school year. This intent to retire may be rescinded in writing by December 1 of the next school year without consequence.

Upon receipt of such notice, a sum of money equal to the product of two-thirds (2/3) of one (1) percent, the number of years in the Topsfield School System, and the teacher's current salary, as determined by this Agreement will be added to the individual's annual salary.

At the discretion of the Committee, payment of this sum shall be made either in equal payments starting with the first check (salary) in January with the last payment being made with the final check in June or by July 31st in the next fiscal year. Any teacher participating in this program shall have the opportunity to state her/his preference as to when he/she would receive payment under this program, including an option of the following January in lieu of July. The final decision regarding the payment schedule rests with the Committee.

#### 4.9A Contributions to a 403B Plan

Effective September 1, 2005 the Committee and the Association agree to establish a 403(b) plan for bargaining unit members, who have completed 90 days of service in Topsfield.

For teachers with ten (10) full consecutive years of service or less, this program shall replace the retirement bonus contained in Section 4.9 of this Article. However, teachers with more than ten (10) years of service may elect to participate in the 403(b) plan. Participation in the 403 (b) plan means that a member is ineligible for the end of career retirement benefit contained in Section 4.9.

Effective September 1, 2009, the School Committee will match the first \$400 contributed by a unit member. Effective September 1, 2012, the School Committee will match the first \$500 contributed by a unit member. Effective September 1, 2015, the School Committee will match the first \$600 contributed by a unit member. A unit member may elect to have additional monies withheld as employee contributions to the plan. The employer match shall be made shall be made by June 30<sup>th</sup> of each school year. All monies shall be remitted to a third party administrator designated by mutual agreement between the Topsfield Teachers' Association and the Topsfield School Committee. Individual participants shall have the responsibility for ensuring that their total yearly contributions are consistent with IRS regulations.

#### 4.10 Posting of Openings

Notice of vacancies in positions carrying an extra stipend, such as School Safety Officer or Lunch Hour Supervisor, shall be posted in the Teachers' Room of each school. Should such vacancies occur, during the summer vacation, a notice will be sent to the President of the Association?

All openings for summer employment (including curriculum development, summer school and summer play ground) will be adequately publicized by the Superintendent in each school building as early as possible. Teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

#### 4.11 Chapter 766 and Section 504 Evaluation Meetings

The Committee recognizes that teacher participation in certain IEP evaluation and Section 504 of the Rehabilitation Act of 1973 evaluation meetings do require time beyond usual expectations and agree to provide compensation for this activity at the hourly rate of \$35.00 a maximum of one and one-half hours compensation for each meeting under the following terms and conditions.

4.11.1 Chapter 766 evaluation meetings shall be defined as those specified in the Regulations for the implementation of Chapter 766 of the Acts of 1972 referring to the annual meeting held to determine the specific elements of the Individual Educational Plan through evaluation, re-evaluation or annual review and specifically excludes meetings for quarterly review of progress. Compensation for attendance at such meetings at times outside the normal working day shall be made to any teacher required by the principal to be present. Section 504 of the Rehabilitation Act of 1973 evaluation meetings shall be defined as the initial and/ or annual meeting required to establish or review an individual plan under Section 504.

4.11.2 The scheduling of evaluation meetings should fall within the normal workday to the extent possible. When meetings of necessity must be scheduled outside the regular workday, prior approval of scheduling arrangements must be obtained from the Principal.

4.11.3 Teachers shall be responsible for submitting within fifteen (15) days a voucher for such payment to the school principal noting the nature, dates and time of the work performed. Payment will be made to the nearest quarter hour of the time reported.

#### **ARTICLE 5 – PROFESSIONAL DEVELOPMENT**

5.1 The Committee establishes as policy the payment of three-fourths of the tuition cost not to exceed the value of tuition charged by Salem State College for courses taken at accredited colleges under the following conditions:

(a) The course must be approved in advance by the Superintendent and must carry college credit. Upon submission of the proposed course into My Learning Plan, the Superintendent will respond to the request within ten (10) school days. The course should be part of a planned program to enhance the competence of the teacher in his/her present position and normally would be part of a degree program.

(b) The teacher must successfully pass the course and submit a record of the same. Successful completion shall mean the receipt of a grade which the college will accept toward fulfillment of graduate degree requirements. In cases of courses not taken as part of a graduate degree program, a minimum of B or its equivalent will be interpreted as successful completion. Once a course is approved submission of the course grade/transcript will be deemed sufficient proof of completion for reimbursement.

5.2 Effective September 1, 2005, the teacher will be reimbursed for three-fourths of the out-of-pocket payment for tuition upon the submission of a receipted copy of the tuition bill to the Superintendent for his approval as evidence of the cost of the course.

5.3 Reimbursement to the teachers will be made on the basis of the order by which applications are received. The line item maximum amount for tuition reimbursement will be as follows:

2013-2016 – \$11,000

Teachers are eligible to be reimbursed for a minimum of one (1) course per year until the funds are expended. If there are funds remaining after the reimbursement for the first course, funds for

reimbursement for additional courses will be given to teachers enrolled in an approved advanced degree program and/or licensure program.

5.4 However, if there are more teacher applications than available reimbursements, no one teacher will be allowed reimbursement for more than three semester hours of credit during fiscal year. If by June 1st, it is determined that a balance remains in this account, then the money will be equally divided up to 75% of the course cost, by the teachers who had taken an approved additional, but not reimbursed course.

Application deadlines are as follows:

- For fall courses, no later than September 15th
- For winter courses, no later than January 15th
- For spring courses, no later than May 15th
- For summer courses, no later than July 15th

5.5 To be eligible for reimbursement of matching tuition funds, a teacher, to the best of his/her knowledge and intent, should be planning to continue on the staff for the semester following the semester that the course is taken. Payment for courses taken during a summer session will be made only to teachers upon return for the next school year.

5.6 Professional Development Council – A Professional Development Council shall be established and shall be composed of at least four (4) teachers named by the Association (at least two from each school) and two (2) members of the administration named by the Committee. The PDC shall be co-chaired by a teacher member and one of the administrative members. The PDC shall make recommendations to the Superintendent for a District Professional Development Program for teachers. The Superintendent shall serve as a non-voting ex-officio member.

5.7 Professional Development, Co-Curricular and Extra-Curricular Positions A sum of money, subject to funding by the Committee each year, will be available to be used for stipends for extra duties and co-curricular and extra-curricular positions as determined by the Committee. It is agreed that in any year in which curriculum committees are established, a stipend will be offered to participating teachers. The amount may be offset wholly or in part by the availability of School Improvement Funds as provided through grants or other similar sources.

A list of stipend positions for the upcoming school year, which the Committee intends to fund, will be distributed to teachers on or before June 1<sup>st</sup>.

Position	FY 2010-2013	FY 2014-2016
	Level	Level
Mentor I	40	40
Mentor II	20	20
Tri-Town Mentor Program Leader	10	10
Math Curriculum Mentor	40	40
ELA Curriculum Mentor	40	40
Building Action Team Leader	20	20
Building Action Team Members	10	10
Curriculum Action Team Leader	20	20
Curriculum Action Team Member	10	10
Professional Development Council	10	20
Tri-Town Professional Development Council Facilitator	10	10
Study Group Leader	20	20
Study Group Member	10	10
Teacher-in-Charge	30	30
Band Director	30	50

<b>Position</b>	<b>2010-2013 Level</b>	<b>2014-2016 Level</b>
Beginning Band Director	10	10
Chorus Accompanist	10	10
Extra Curriculum Activity Leader I	10	10
Extra Curriculum Activity Leader II	20	20
Extra Curriculum Activity Leader III	30	30
Teacher to Teacher I	10	10
Teacher to Teacher II	20	20
Teacher to Teacher III	30	30
Teacher to Teacher IV	40	40
Teacher to Teacher V	50	50
Grade Level Liaison	10	10
Science Coordinator	40	40
Health & Wellness Facilitator	10	10
Health and Wellness Committee	10	10
Olweus Steering Committee	10	10
Tri-Town Writing Curriculum Committee	10	10
Technology Committee	10	10
Data Team	10	10
Data Team Facilitator	10	10
RTI Study Group	10	10
RTI Coordinator	40	40
Math Program Review Committee	10	10
Educator Evaluation Committee	10	10

**Description for Educator Evaluation Committee:** New guidelines for educator evaluation will be released by the Board of Education in June 2011. This committee will be responsible for learning about these guidelines, sharing their findings with their colleagues. The Committee will report its finding to the Association and School Committee.

**Effective September 1, 2013 amend the value of the stipends described above as follows:**

- Level 50 – \$2000
- Level 40 – \$1600
- Level 30 – \$1200
- Level 20- \$ 800
- Level 10- \$ 400

5.8 District Induction Program for New Employees – Effective September 1, 2001, the following requirements with respect to induction activities shall apply to new teachers:

- (a) Participation in a year-long mentor induction program as recommended by the Professional Development Council and approved by the Superintendent.
- (b) Participation in training necessary for the implementation of adopted curriculum within the first three years of employment. The training shall be tailored to meet the needs of each individual teacher, taking into consideration the training he/she has had prior to being employed in Topsfield. The training to be taken shall be determined mutually by the teacher and her/his principal. The Superintendent shall be available, if necessary, to assist in resolving any dispute with respect to such training.

(c) Completion of a graduate level course (e.g.- one sponsored by the school district, a course that is part of a Master's program, etc.) within the first three years of employment.

## **ARTICLE 6 - TEACHING HOURS AND TEACHING PROGRAM**

### **6.1 Work Year**

The work year of teachers, except for new teachers, will begin no earlier than September 1st and terminate no later than June 30th. The work year will include days when pupils are required to be in attendance and any other days on which teacher attendance is required effective 2000/2001. The work year will in no event be longer than three (3) days more than the number of days when pupils are required to be in attendance. The 182nd day shall be used for professional development purposes scheduled during the school year. The 183rd day shall be used for professional development purposes scheduled during the school year. New teachers shall be required to participate in a two-day orientation program prior to the commencement of the school year without additional compensation. Part-time teachers will participate fully in the activities scheduled for the three (3) professional development days as part of their professional responsibilities.

### **6.2 Work Day**

(a) At every session of the school year, all teachers shall be in their respective buildings and available for duty at least fifteen minutes before the beginning of the session. Teachers at the close of the daily school session shall remain in the building at least thirty minutes after the close of school to take care of any details usually connected with the closing of the daily school session. By mutual agreement between teacher and building principal, the teacher's availability may be adjusted to be thirty minutes before school and fifteen minutes after the close of the daily session. Exceptions to this rule may be made by the Principal. The above rule notwithstanding, teachers are expected to perform fully those professional responsibilities which may occasionally require their presence beyond the stipulated hours, (such as giving assistance to pupils, conducting parent conferences, school wide open house, and the participation in staff meetings for administrative, instructional, or curriculum-related purposes).

(b) Students' classes with specialists (P.E., Music, Art and Library) shall be treated as teacher preparation periods and shall not be required to be used for other professional responsibilities without the consent of the teacher. The Committee will make its best effort to guarantee an average of one hundred eighty (180) minutes of preparation time per full week (i.e.-when a full school day is scheduled for each of the five school days in a week) per full-time teacher, including specialists and special education teachers.

(c) Effective September 1, 2007, teachers shall spend twenty (20) hours per school year outside the regular instructional school day (an average of two hours per month) in job-a-like team meetings in accordance with the following:

i) These meetings shall include time spent with teaching specialists and special education teachers, but time for meetings under this paragraph shall not be used for Chapter 766 type individual pupil meetings, such as pupil study teams and teacher assistance team meetings.

ii) The purpose of these meetings is to enhance the instructional program by providing increased opportunities for communication among the teachers at each grade level.

iii) The schedule and agenda shall be jointly determined by the teachers and building principal. Said meetings shall not be scheduled on Fridays or any day before a holiday, long weekend or vacation. The principal and/or an administrator shall be able to attend these meetings at the principal's discretion. Nothing in this article prevents these meetings from taking place during lunch, subject to mutual agreement between the impacted teachers and the Principal.

iv) A written record will be kept of the topics discussed and decisions made at each meeting. The record will be provided to the building principal in a timely manner.

(d) Teachers will attend fourteen (14) one hour staff meetings during the year. There will be two (2) staff meetings during the months of September, October, March and May.

(e) Class Time Restrictions: The School Committee and the Administration agree to make reasonable efforts to restrict teachers being pulled out of the classroom during instructional time for training and professional development. The Superintendent and the TTA will monitor the use of class time at least once a year at the request of either party. Steward School Data Days will continue under the present structure for the 2013-14 school year. Data Days at Steward will be reassessed at the end of the 2013-14 school year.

(f) Instructional Team Time: For purposes of instructional team time, when teachers will work at the direction of the principal, one time a week the teachers maybe be asked to meet during their 30 minute afterschool, from 3:10 to 3:40p.m., normally used for taking care of any details connected with the closing of the daily school session.

6.3 The Committee, acting through the Superintendent, shall consult the President of the Association before establishing the school calendar annually or reaching a decision which would change the school hours.

6.4 The instructional school day shall be six (6) hours and twenty-five (25) minutes long.

#### **ARTICLE 7 - NON-TEACHING DUTIES**

7.1 The Committee agrees in principle that aides should be provided to relieve teachers from supervision of the children at the lunch hour recess. The teacher(s) shall not be required to supervise students during the lunch hour recess unless required to do so by the teacher's principal in an extraordinary situation.

7.2 Teachers shall be expected to take attendance daily and fill out a designated attendance form. However, teachers will not be required to maintain a Massachusetts Register of Attendance.

#### **ARTICLE 8 - SICK LEAVE**

8.1 Sick leave shall be defined as payment to employees while on pay status and not at work, which shall be granted to a teacher for:

(a) illness

(b) injury, or

(c) disability, relating to a physical condition which requires doctor or hospital care ,under the terms and conditions set forth in this Article.

8.2 A teacher, in order to be eligible to use sick leave, must notify the Superintendent, or his designated representative, on or before the first day of any absence for which he/she intends to use sick leave. The notice shall contain the nature of the illness, injury, or disability and, if possible at the time, an estimate of the date the teacher expects to return to work. A teacher absent and obtaining sick leave payments is expected to keep the Superintendent informed of the progress of the illness, injury, or disability.

8.3 In any case where a teacher claims to be ill, sick, or disabled as set forth in Article 8.1 after an absence of five (5) consecutive days or after repeated absences during the school year, upon request of the Superintendent, the teacher shall furnish a report from the teacher's attending physician certifying the cause of the absence. Additional reports from the attending physician shall be furnished as requested by the Superintendent in connection with a prolonged illness. Such reports, when requested by the Superintendent, shall contain a medical diagnosis, designation of the specific illness, injury, or condition for which the sick leave is used or requested and a prognosis including, to the best of the ability of the physician, an estimated date of the time of recovery.

8.4 Each teacher shall be credited with fifteen (15) days for sick leave payments in each school year, effective the first day of the school year. Newly hired teachers shall receive such credit only after they have first reported to work and have actually worked at the job for at least one day.

8.5 Sick leave days may be accumulated to a maximum of 185 days, the total of 185 days to include that leave described in 8.6 below. Prior to October 1st of each school year, all teachers will be notified of the accumulated sick leave available at the commencement of the school year.

8.6 Subject to the limitations set forth in 8.5 above, a teacher may accumulate additional leave at partial pay at the rate of 20 days per school year to be used as sick leave. The unused portion of such accumulated leave at partial pay may accumulate from year to year to a maximum of 80 days. In the case of a need to use extended sick leave as provided by this paragraph, a teacher shall receive normal pay for each such day, less a deduction at the base rate paid substitute teachers. The rules for the use of sick leave as set forth in this Article shall be applicable to the use of sick leave provided by this paragraph.

8.7 If a teacher experiences an illness, injury, or disability as defined herein for which the teacher is paid compensation pursuant to the Workmen's Compensation Law, the teacher may use sick leave on a pro-rata basis only, to be paid the difference between the Workmen's Compensation payments and the teacher's regular salary payments and to have sick leave accumulation reduced in proportion to the amount of salary paid. Such payments may not be made for a period in excess of two calendar years from the date of injury.

8.8 A teacher beginning service after the beginning of the school year shall be given sick leave allowance on a pro-rata basis.

8.9 In the case of an absence for an illness, injury, or disability for which there is no sick leave available to the teacher, computation of the per diem salary to be deducted shall be based on 1/200th of the teacher's annual salary rate.

## **ARTICLE 9 - TEMPORARY LEAVE OF ABSENCE**

9.1 A teacher may use up to a total of seven (7) school days of temporary leave in a school year, such leave not to accumulate. The Superintendent, in his sole discretion, may extend such leaves upon request.

9.1.1 Bereavement Leave In the event of a death in the family of a teacher, the teacher may use up to a total of seven (7) days of temporary leave for bereavement subsequent to the death.

9.1.2 Religious Holidays A teacher may use up to two (2) days of temporary leave to observe a religious holiday viewed by the teacher as obligatory upon herself/himself. In the specific case of Good Friday only, teacher(s) wishing to take a day of temporary leave on Good Friday shall notify the Superintendent in writing at least thirty (30) days prior to Good Friday.

9.1.3 Other Compelling Cause A teacher may use days of temporary leave from her/his available days of temporary leave for other compelling cause (s). Compelling cause means quarantine, summons to court as a witness, serious family illness, attendance for one day at the graduation of a family member, or cause approved by the Superintendent. It shall be the responsibility of the teacher to furnish sufficient written information to the Superintendent to enable him to make a determination as to whether absence falls within this category.

9.1.4 Exception A teacher may receive two (2) of the seven (7) days stipulated about for leave of absence with no explanation necessary; it is understood these two (2) days may not be used to extend vacations. In such cases, a teacher will merely complete the form attached hereto as Appendix B to serve as a record.

9.2 Two delegates from the Topsfield Teachers' Association shall receive a one day leave of absence to attend the annual meeting of the Massachusetts Teachers' Association without loss of pay.

9.3 Requests for Absences for Other Purposes The Committee recognizes that there may be occasional requests for absences for reasons other than those listed herein. The reasons intended here are those carrying a significant obligation other than that of pleasure and personal satisfaction. Educational opportunities of unique or extraordinary nature will be considered in light of their value to the professional assignment of the staff member and also on the impact upon students during the period of absence. Requests for any such contemplated absences must be submitted in writing, and approved in advance by the Superintendent; and if approval is given, the amount deducted per diem shall be the base rate paid to substitute teachers. Whenever possible, teachers should communicate with the Superintendent well in advance of any planning efforts related to requests for absence. The decision to approve said request is at the discretion of the Superintendent. In the case of absence not so approved, the computation of the per diem salary to be deducted shall be based on one two-hundredths (1/200) of the teacher's annual salary rate.

9.4 Jury Duty Leave In the event that a teacher is called for jury duty, said teacher shall be on a temporary leave of absence for the period of jury duty. The teacher shall be compensated in full by the Committee for up to the first three (3) days of jury duty as required by law. Should a teacher's jury duty extend beyond three (3) days, the teacher shall be compensated by the Committee her/his daily rate less the cost of a substitute. When a teacher is notified of impending jury duty, the teacher will contact the jury information service between 3:00 p.m. and 4:00 p.m. on the day prior to service to determine whether he/she must serve in order that final arrangements can be made for a substitute teacher.

## **ARTICLE 10 - HEALTH LEAVE**

10.1 Any teacher who has served in the Topsfield School System for a period of not less than seven (7) years may, upon recommendation of the Superintendent, with the approval of the Committee, be granted, leave of absence not exceeding one year. During such absence, the teacher shall continue in the employment of the Topsfield School System and shall receive one-half (1/2) pay for such period. Teachers maybe granted such leave of absence - with pay for reasons of health only. A teacher may not apply for Maternity Leave under this section of the Agreement.

10.2 Generally, the policies described herein will be fulfilled completely as intended with all personnel.



However, the Committee reserves the right to alter such policies in extreme instances because of extenuating circumstance.

10.3 The provisions of this policy whereby teachers may be granted salary during absence provides a means that may be employed by the Committee for furthering the interests of the schools. It shall not be construed as bestowing a privilege of absence.

#### **ARTICLE 11 - SABBATICAL LEAVE**

11.1 It is the continuing aim of the Committee to assist the teaching staff in the expansion of their professional capabilities. Therefore, the opportunity of Sabbatical Leave may be granted for the purpose of approved graduate study, work- related travel, or other approved cause.

11.2 Upon recommendation by the Superintendent, the Committee may grant Sabbatical Leave to consist of one (1) year or one-half (1/2) year to members of the professional staff after seven (7) consecutive years of service in the Topsfield School System. The granting of this Sabbatical Leave shall be discretionary with the Committee, subject to the following provisions:

(a) A member of the professional staff who has been granted a Sabbatical Leave shall serve for an additional seven (7) years before being eligible for consideration for a second Sabbatical Leave.

(b) Preliminary requests for Sabbatical Leave shall be made in writing to the Superintendent before November first of the school year preceding the school year for which the leave is requested.

(c) Final application for Sabbatical Leave shall be made on or before February first.

(d) The applicant will provide with his/her application a detailed Sabbatical Leave plan to include a statement of aims and objectives and the procedures whereby these aims and objectives are to be achieved.

(e) Prior to the granting of such leave the applicant shall enter into a written agreement with the Committee that he/she will return to active service in the Topsfield School System for a period equal to twice the length of such leave, and that, in default of completing such service will refund to the Town of Topsfield an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually reached as agreed upon bears to the whole amount of service agreed to be rendered.

11.3 Members of the professional staff on Sabbatical Leave shall retain those rights of salary, professional status, seniority, and all other rights which would otherwise be theirs if they were actively teaching in the school system during the period of said leave.

11.4 The Committee will pay during such leave the regular salary rate to the teacher who is on Sabbatical Leave for one-half (1/2) a school year, or one-half (1/2) of the regular salary rate to a teacher who is on leave for a full school year.

11.5 Nothing in this Article is to be interpreted as guaranteeing a Sabbatical Leave to any member of the professional staff. The Committee reserves the right to limit the number of such leaves to be granted in any given year. It is expected that normally no more than one staff member will be granted a Sabbatical Leave in any given school year.

## **ARTICLE 12 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

12.1 Extended leaves of absence without pay may be granted by the Committee to any teacher for such purpose and length of time as determined by the Committee, upon recommendation by, the Superintendent, after application by the teacher. Examples of such leave would be prolonged illness, needed rest, necessities and for any other activity which in the judgment of the Superintendent would contribute to the future benefit of the Topsfield School System.

Extended leaves of absence without pay may also be granted for the purpose of enabling teachers to retrain for or to try a different career, the period of such leave not to exceed one school year. Written application for such leave must be presented to the Superintendent by April 15<sup>th</sup> immediately preceding the school year in which the leave will take place. Written notice of intent to return to the teaching position must be given to the Superintendent by February 15<sup>th</sup> preceding the school year of return to service. Such time spent on leave shall not count toward length of service; such time will merely interrupt service.

12.2 A teacher, upon return to work, will be placed on the appropriate step of the salary schedule. In the event of a teacher returning to duty at the beginning of the school year following this leave of absence, the teacher would advance to the next step on the salary schedule, provided the teacher has been on duty more than one-half of the school year in which the leave occurred. In the event a teacher is on such leave for more than one-half of the school year, the teacher would remain on the same salary schedule step for the year in which the teacher returns. In the event a teacher is on such leave during portions of two school years and totaling more than half of the school year, the teacher would remain on the same salary schedule step for the year following the second partial year of service.

12.3 A teacher returning from such leave shall be assigned to the same position or to a position comparable to the one held prior to said leave, provided the position has not been abolished.

12.4 A teacher who has been employed for one complete year shall be entitled to a leave of absence without pay for up to 12 consecutive weeks for adoption, foster care placement of a child or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with the Federal Family and Medical Leave Act. Consistent with the Family and Medical Leave Act, during said twelve week leave, an employee on leave under this Section shall continue to be eligible for health insurance with the Town and the employee paying their respective regular costs of the health insurance.

12.5 All benefits accrued by the teacher prior to the commencement of leave granted under this Article, including but not limited to the use and accumulation of sick leave, shall be restored to the teacher upon return from such leave. It is understood that no credit shall have been earned for any such benefits during the period of such leave, nor shall any obligations be incurred by the Committee for any benefits otherwise available to teachers on pay status while the teacher is on such leave except:

(a) Except as provided in Section 12.4, teachers shall be eligible in the insurance group for health and life insurance as permitted by Chapter 32B of the General Laws, without any contribution by the Town.

(b) Teachers may receive course reimbursement permitted by and under the conditions as set forth in Article 5 of this Agreement.

## **ARTICLE 13 - MATERNITY LEAVE**

13.1.1 A leave of absence without pay, for the purpose of giving birth to a child, shall be granted to any teacher who applies at least two weeks in advance of the anticipated date of delivery, for a period not to exceed eight weeks (except as provided below in 13.1.2 or 13.3.1) in accordance with the provisions of

General Laws Chapter 149, Section 105D, or for a period not to exceed twelve weeks for a teacher who has been employed for at least twelve consecutive months. Subject to the terms and conditions set forth in Article 8, entitled "Sick Leave", of this Agreement, a teacher on said maternity leave may elect to draw from her earned, unused accumulated sick leave for such period of time when she would be physically disabled due to pregnancy or childbirth during the period of said maternity leave.

3.1.2 If at the end of the eight or twelve week period the absent teacher's physical condition resulting from pregnancy, makes her eligible for sick leave which she has available to her as set forth in Article 8, the teacher may elect to have the eight week leave of absence without pay continued for the period of continued disability or to the end of the school year, whichever is sooner, or to return to pay status and use her earned accumulated sick leave to the extent of its availability.

13.2.1 In lieu of the use of sick leave for the purpose of delivery of a child until a teacher is recovered sufficiently to return to work; and, in lieu of the maternity leave described in Section 13.1.1 and 13.1.2 above, a teacher may apply for and shall be granted a leave of absence without pay upon application by the teacher no later than sixty (60) days in advance of the anticipated date of the commencement of such a leave, provided, however, that such a leave described in this Section must commence no later than the date of the actual date of delivery of the child. A teacher may begin the actual leave prior to the previously announced date upon joint determination by the teacher, her physician and the Superintendent. Subject to the terms and conditions set forth in Article 8, entitled, "Sick Leave", of this agreement, a teacher on said maternity leave may, elect to draw from her earned, unused accumulated sick leave for such period of time when she would be physically disabled due to pregnancy or childbirth during the period of said maternity leave.

13.2.2 This leave may extend at the option of the teacher for (a) any portion of the balance of the school year, or (b) the balance of the year of birth and the next full school year. Upon return to work at the time chosen under option (a), or at the commencement of the school year during the second September following the birth pursuant to option (b), the teacher shall be restored to a teaching position by providing written notification to the Superintendent of such intent no later than March first preceding the school year for which the teacher intends to return, providing such letter be accompanied by a statement in writing from the attending physician of the teacher, certifying the teacher's fitness to resume teaching duties: This leave may be terminated early upon:

(a) The agreement of the Superintendent, or

(b) At the beginning of the next school year following the date of delivery provided notice is given as set forth herein.

13.2.3 A teacher, upon return to work, will be placed on the appropriate step of the salary schedule. In the event of a teacher returning to duty at the beginning of the school year following this leave of absence, the teacher would advance to the next step on the salary schedule, provided the teacher has been on duty more than one-half (1/2) of the school year in which the leave occurred. In the event a teacher is on maternity leave for more than one-half (1/2) of the school year, the teacher would remain on the same salary schedule step for the year in which the teacher returns.

13.2.4 A teacher returning from maternity leave shall be assigned to the same position or to a comparable position to the one held prior to said leave, provided the position has not been abolished by reduction in force.

13.2.5 All benefits accrued by the teacher prior to the commencement of the maternity leave granted by this section, including but not limited to the use and accumulation of sick leave, and such benefits regarding the salary schedule as are set forth above, shall be restored to the teacher upon return from the maternity leave. It is understood that no credit shall have been earned for any such benefits during the

period of the maternity leave, nor shall any obligations be incurred by the committee for any benefits otherwise available to teachers on pay status while the teacher is on a non-paid maternity leave, except:

- (a) Teacher shall be eligible in the insurance group for health and life insurance as permitted by General Laws Chapter 32B, without any contribution by the town;
- (b) Teachers may receive course reimbursement permitted by and under the conditions set forth in Article 5 of this Agreement.

13.3.1 Either maternity leave may be extended by mutual agreement of the teacher and the Superintendent in order that said teacher may return at an appropriate time in consideration of the student's program(s), such as the beginning of a semester, beginning of a marking period or after a vacation period.

#### **ARTICLE 14 - TRANSFERS**

14.1 A vacancy is defined as an opening initially caused by a death, retirement, dismissal, non reappointment, resignation or other termination of an employee from an existing position, or an increase in the number of specialists or classroom teaching positions.

A transfer is defined as a change in assignment for a teacher from one school to another, from one grade level to another, from a specialist position to a classroom position, or from a classroom position to a specialist position.

Notification of a transfer will recognize the need for staff to be informed as soon as possible of their teaching assignment for an upcoming school year. Whenever possible, a transfer will be accomplished as a result of ongoing consultation between teachers and administration.

When a transfer occurs, resulting in a new vacancy during the school year, the vacancy shall be posted for a period of 5 school days. Any interested teacher may apply for the posted position. Such application must include the teacher's reasons for such a request.

14.2 A posted position may be filled by persons from without or within the system. If filled from within the system, it may result from a voluntary or involuntary transfer, provided that a request for voluntary transfer shall be given full consideration. The applicant's ability and competence, the specific area of competency sought by the principal, requests by teachers for voluntary transfers, a teacher's length of service in the system, and the teacher's length of service in the position presently held shall be considered. The Superintendent will give full consideration to requests for voluntary transfer whenever reasonably possible and provided that the transfer in the Superintendent's judgment is consistent with the educational and financial needs of the District before filling a posted position with someone from outside the system. In the case of an involuntary transfer to fill the position, notice of intent to transfer and the reasons for the transfer will be given to the teacher in writing. An involuntary transfer will be made only after a meeting of the teacher, principal(s) involved, the Superintendent, and, if the teacher so desires, a representative of the Association. All teaching assignments will only be made when the teacher holds a currently valid Department of Elementary and Secondary Education (DESE) license for the position as required by the DESE.

4.3 Except for the procedural requirements set forth for posting and receipt of applications, the determination of the movement of a teacher from one position to another within the school system shall be at the discretion of the Superintendent upon recommendation by the principal.

14.4 The tentative organizational design setting forth proposed positions for the following school year will be posted by, the Superintendent by May 15th. On the day of posting, each teacher shall receive a copy of the proposed organizational design. Teachers may apply for a voluntary transfer to meet the

proposed organizational design for a period of six (6) school days after the posting of the design. Such application shall state the nature of the transfer and the reasons for such request. The Superintendent and principal shall give full consideration to such requests by providing each teacher, who requested a voluntary transfer, a conference with the building principal of the school where the teaching vacancy is located. The tentative teaching assignments will not be posted until all teachers requesting a voluntary transfer have had an opportunity to have this principal/teacher conference. The tentative Teaching Assignment will be posted by June 1. The principal's and/or Superintendent's decision not to honor the voluntary transfer request will be based upon the needs of the system and communicated to the teacher.

The determination of tentative assignments shall be made by the Superintendent as recommended by the building principal. In determining tentative assignments, the Superintendent and principal shall consider the following: ability and competence, specific area of competence sought, requests for transfers, length of service in the system, length of service in the position held. If the tentative assignment of a teacher is changed, the teacher shall be notified of such change immediately after such decision. The principal's and/or Superintendent's decision not to honor the voluntary transfer request will be based upon the needs of the system and communicated to the teacher. Upon the request of the teacher, the Superintendent and/or principal will state in writing the reasons for denial of a particular position. Any positions, which remain vacant after this process, will be filled in accordance with the provisions and terms of Paragraph 14.2.

14.5 The Superintendent will notify the President of the Association of any vacancies which occur over the summer vacation.

#### **ARTICLE 15 - TEACHER EVALUATION (See Appendix C pp1-25 for the complete Educator Evaluation language)**

15.1 The Committee and the Association agree that the teacher evaluation process should be a clearly understood and fair procedure. The principles of open observation, reasonably prompt and mutual discussion after completion of observations or evaluations, and teacher review of evaluations are affirmed by both parties.

15.2 The teacher's signature on any written evaluation or other documents indicates that the teacher has reviewed said material but does not necessarily indicate agreement with same.

15.3 It is also agreed that a teacher has the right to review and make copies of the contents of his/her personnel file and to place in that file a written response to any written evaluation or complaint. No derogatory materials will be placed in that file until the teacher has been notified of his/her right to review and write a response to it. Such notification is not required in the case of evaluation statements which the teacher has already signed.

15.4 While the parties recognize the right of citizens to communicate with members of the Committee, administrators, and teachers, the Committee agrees that its members and the administrators will encourage citizens with any complaints to consult first with any teacher involved in an effort to resolve the complaints.

If the Committee determines that additional consideration by the Superintendent will take place regarding any serious complaints arising from information originating from a citizen in the community, the Superintendent agrees that said teacher will be so informed of the nature of said complaint(s) within seventy two (72) hours or as soon thereafter as possible.

15.5 Notwithstanding the fact that the School Administration may conduct formal evaluations of teachers, nothing in this Article shall be construed to require such formal evaluation by the School

Administration as a condition precedent to any action which the School Administration is otherwise authorized by law or by any of the terms of this Agreement.

#### **ARTICLE 16 - DISCHARGE AND DISCIPLINE OF TEACHERS**

16.1 No professional status teacher will be discharged, suspended, disciplined, reprimanded in writing or reduced in rank or compensation except for inefficiency, incapacity, conduct unbecoming a teacher, insubordination or other good cause. The teacher without professional status, after ninety (90) days of employment and during his/her contract year, shall not be discharged, suspended, disciplined, reprimanded in writing, reduced in rank or compensation except for inefficiency, incapacity, conduct unbecoming a teacher, insubordination or other good cause.

16.2 In the event of an action by the Committee or its agents against a teacher pursuant to Massachusetts General Laws Chapter 71, Sections 42 or 42D, the employee may at his/her discretion, within thirty (30) days following final action by the Committee pursuant to the statute, or within such time period file for arbitration with the American Arbitration Association in accordance with the procedural provisions of the grievance procedure. The election of the method of appeal by the employee shall be the exclusive method of solving the dispute.

For another action by the Committee against a teacher as described herein above, the teacher may appeal the action in accordance with the grievance procedure in the Agreement.

#### **ARTICLE 17 - APPOINTMENT AND REAPPOINTMENT OF TEACHERS WITHOUT PROFESSIONAL STATUS**

17.1 The decision whether or not to appoint a third year teacher to professional teacher status shall be made by, the Superintendent on/or before the third Monday in May of each year. Third year teachers who have not been appointed to professional teacher status shall be notified in writing ten (10) days following the decision of the Superintendent. The Superintendent shall upon request, grant such an employee a hearing prior to June 5 of such year. The employee shall be entitled to have a representative of the Association at the hearing. The Superintendent shall notify the employee of his /her decision after the hearing in writing within five (5) calendar days of the date of hearing. The decision of the Superintendent shall be final and binding and not subject to the Grievance and Arbitration provisions of this Agreement.

17.2 Employment of a teacher without professional teacher status, or the renewal of such appointment, or the appointment of such teacher to professional teacher status shall be the sole discretion of the Superintendent and shall not be subject to the Grievance and Arbitration procedure of this Agreement.

#### **ARTICLE 18 - LAY-OFF**

18.1 The rights set forth herein shall not affect the right of the Committee to dismiss a teacher when ever an actual decrease in the number of pupils in the schools or the town renders such action advisable. The need for such action shall not be subject to the Grievance and Arbitration procedures of the Agreement.

18.2.1 In case a decrease in the number of pupils in the Topsfield School System renders advisable the dismissal of one or more teachers, a teacher with professional status shall not be dismissed if there is a non-professional status teacher whose position the teacher with professional status is qualified to fill. If the layoff results in the need to dismiss a teacher with professional status, the ability and competency of the teacher shall determine the order of the layoff. If the ability and competency of teachers subject to the layoff are equal, then length of service and the specific area of competency sought shall determine the order of layoffs. If the teacher in the specific area of competence with the shortest length of service is chosen for layoff, no aspect of the layoff will be subject to grievance or arbitration.

18.2.2 "Length of Service" is defined as continuous service as a member of the bargaining unit, commencing with the first day for which compensation was received. After 1992/1993, years of seniority will be counted and accumulated in the following way.

(a) All years of service in Topsfield, prior to and including 1992/1993, shall be considered full years relative to seniority, regardless of Full Time Equivalency (F.T.E.).

(b) Teachers who voluntarily work half-time or less, (with F.T.E. equal or less than .5) shall be credited with half-year of service relative to seniority. Teachers who work more than half-time (with F.T.E. greater than .5) shall be credited with a full year of service relative to seniority.

(c) Teachers working less than full time as a result of a Committee action shall receive full credit for the purpose of length of service.

One's length of service shall include time spent as an administrator if he/she had previously been part of the bargaining unit and subsequently return to the bargaining unit. One's length of service shall include long-term substitute time provided that the long-term substitute time exceeds thirty (30) school days and forms a continuous period of service with the first year of employment under regular contract, beginning in September. In no event shall intermittent substitute time count toward length of service. Time spent on unpaid leaves of absences including child-bearing maternity leaves under 13.2 shall not count toward length of service; such time shall only interrupt length of service. Time spent on child-bearing maternity leave under 13.1, and paid leaves shall count toward seniority. Any new member of the bargaining unit as of June 1, 1982, who had previously been an administrator, shall have that administrative time count toward his/her unit seniority, as defined above.

18.2.3 The Superintendent will develop a Seniority List based upon the conditions for Length of Service as defined above and in Article 18.2.3. By March 1st of each year, this list will be provided to the Topsfield Teachers' Association for review and to identify any potential discrepancies.

18.2.4 In the event of equal length of service, date of hire shall be determinative. If a tie exists (two or more teachers having the same date of hire) the teacher with the earlier date on his/her signed acceptance of initial contract will have the greater length of service. If a tie still exists, the tie shall be broken by lot.

18.2.5 In the event any full-time teacher voluntarily accepts assignment for any part-time position in the school system, he/she has the right, based upon length of service as defined in 18.2.2, to return to a full-time position effective at the beginning of the next school year upon his/her written notice to the Superintendent by May 1 prior to the start of the next school year. In the event the teacher sends no such timely notice, it is understood that the teacher will be reassigned to the part-time position for the next school year. The teacher retains the right to return to a full-time assignment in the ensuing year(s) based on the conditions as stated above. Notwithstanding the provisions of 18.2.4 above, any teacher volunteering for any part-time position in the school system under the terms of this paragraph shall continue to accrue full seniority as though teaching full-time.

18.3 Any non-professional status teacher so affected by a reduction in staff shall be so notified no later than June 1<sup>st</sup> of the school year preceding the school year in which the reduction will take place. Any teacher with professional status so affected by a reduction in staff shall be so notified no later than May 15<sup>th</sup> of the school year preceding the school year in which the reduction will take place. Said notification shall include a written statement that the reason for dismissal is the reduction of the number of teaching positions.

18.4 If a teacher with professional status is dismissed as a result of a layoff under the terms of this Article, said teacher shall have recall rights for a period of one (1) year, measured from the first workday actually

laid off (the Tuesday after Labor Day). Recall shall be in the reverse order of layoff for any vacancy in the bargaining unit for which the teacher is certified. All rights that a teacher had on the last day worked shall be restored to the recalled teacher upon return to work (e.g. placement on salary schedule, sick leave accumulation). A teacher on recall shall inform the Superintendent of current address, telephone number and any new certification; failure to notify the Superintendent of said information releases the School Committee of its responsibility to make said recall.

**ARTICLE 19 - VOLUNTARY DEDUCTIONS**

19.1 The Committee agrees to deduct from each teacher's salary dues for the Association as the teacher individually and voluntarily authorizes the Committee, in writing to make such deduction. The Committee will transfer monthly said money deducted to the Treasurer of the Association. The teacher's authorization form shown below will be forwarded to the Committee no later than fourteen (14) days prior to the effective date of the first payroll from which the deduction is to be made.

**DUES DEDUCTION AUTHORIZATION FORM**

To: The Topsfield School Committee

I hereby authorize the Topsfield School Committee and the Treasurer of said municipality, to deduct from my salary each school year beginning with the fourth (4th) pay period of the school year, one-tenth (1/10th) of the current dues of the Topsfield Teachers' Association, the Massachusetts Teachers Association, and the National Education Association, notwithstanding any increases or decreases in such dues in future years. I understand that the specific amount of the current dues of the Associations shall be certified to the Committee by my local Association Treasurer each school year.

The deductions shall be made in accordance with the Agreement between the Teachers' Association and the Topsfield School Committee as it may be amended or received from time to time including any successor agreements, and in the absence of any such agreement such deductions shall be made pursuant to Massachusetts General Laws Chapter 180, S17, as most recently amended.

I understand that I must give at least sixty (60) days notice to the Committee to withdraw this authorization for a subsequent year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

19.2 Payroll deductions will be made available to those teachers who wish to participate in the following programs:

- (a) U.S. Savings Bond Program
- (b) The Metropolitan Credit Union



## **ARTICLE 20 - TEACHER CASH FUND**

The sum of one hundred fifty dollars (\$150.00) for each fiscal year will be allowed each teacher to purchase at her/his discretion extra educational materials or to replace miscellaneous classroom equipment. The teacher will be reimbursed for expenditures up to said amount upon presentation of appropriate receipt(s) showing article(s) purchased and the cost(s). If there are funds remaining after April 1<sup>st</sup>, teachers will be eligible to receive on a first-come-first-served basis reimbursement for additional funds expended for educational materials or to replace miscellaneous classroom equipment. The Town Accountant's requirements for reimbursement will be distributed each year to all teachers. If any requirements change during the school year, an update will be distributed.

## **ARTICLE 21 - HEALTH INSURANCE**

Health insurance plan design for 2011 – 2012 will remain the same as 2010-2011 at least until January, 2012.

## **ARTICLE 22 – SICK LEAVE BANK**

- A. The School Committee and the Association agree to establish a Sick Leave Bank for use by any eligible member of the bargaining unit who has achieved professional teacher status and who has exhausted his/her own sick leave and has an extended absence due to prolonged and/or serious illness or injury.
- B. The Sick Leave Bank shall be funded by all members of the bargaining unit with professional teacher status by contributing one (1) day of her /his sick leave at the commencement of each school year until the sick day cap is met. Upon receiving professional teacher status a teacher will contribute one (1) day even if the cap has been met.
- C. The Sick Leave Bank will be capped at 100 sick days.
- D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) representatives of the Topsfield Teachers' Association, the Superintendent, a member of the School Committee and a designee of the Superintendent.
- E. Any initial grant of sick leave days by the Sick Leave Bank Committee shall not exceed fifteen (15) days. If need continues beyond fifteen (15) days for any other unit member who joined the Sick Leave Bank pursuant to Section B above, reapplication may be made for extensions of up to a maximum of fifteen (15) days in each instance, with the Sick Leave Bank Committee having sole authority to act on each request by a member of the Sick Leave Bank. No member shall receive more than thirty (30) days from the Sick Leave Bank during one (1) school year, or no more than thirty (30) days for a single period of absence which extends into a second school year, provided that additional sick leave may be granted at the discretion of the Superintendent and School Committee. A teacher suffering from a serious illness, who will eventually need all 30 days of sick leave bank coverage, may make one request for the entire 30 days.
- F. Subject to the provision of this Article, the Sick Leave Bank Committee shall utilize the following criteria in administering the Sick Leave Bank and in determining the amount of leave:
  - (1) Teachers with professional teacher status and who start the school year in September with at least 30 days of personal accumulated sick leave.
  - (2) Adequate medical evidence of prolonged and/or serious illness or injury.

- (3) History of prior utilization of sick leave.
  - (4) After complete use of their personal sick leave, a teacher will be out for 3 days without pay prior to being granted any days through the SLBC.
  - (5) Physician's statement certifying the disability, serious illness or serious accident (submitted with the application requesting bank days and any renewal thereof.)
- G. The decision of the Sick leave Bank Committee regarding any request for any sick leave days shall be final and binding and not subject to appeal except for reconsideration to the Sick Leave Bank Committee, and not subject to the grievance and arbitration provisions of this Agreement.

The Association and the Committee agree to establish a committee to investigate long term disability insurance.

**ARTICLE 23 - DURATION**

This Agreement shall be in effect from September 1, 2013 until termination on August 31, 2016. No later than the last day of November, 2015, the parties agree to commence bargaining concerning a successor agreement in accordance with the Provisions of Chapter 150E and any amendments thereto, provided that the Association shall notify the Committee of its desire to enter into negotiations no later than November 1, 2015. If the Association submits proposals with such notice, the Committee agrees to submit counterproposal at the first meeting agreed upon by the parties.

The Committee and Association agree to reopen negotiations during the duration of this Agreement if any bargaining unit with the Town of Topsfield and/or non-represented employee(s) employed by the Town of Topsfield receives a percentage salary increase that exceeds the percentage increases contained within this Agreement during school years 2013-2014, 2014-2015, and 2015-2016.

IN WITNESS WHEREOF, the parties of this Agreement have caused this Agreement to be executed by their agents, hereunto duly authorized.

TOPSFIELD TEACHERS' ASSOCIATION

TOPSFIELD SCHOOL COMMITTEE

By: Lyndsay Lantz  
Lyndsay Lantz, Co-President

By: Susan Archer  
Susan Archer, Chairman

Date: 9/23/13

Date: 9/27/13

By: Lynne Strobl  
Lynne Strobl, Co-President

Date: 9/20/13

**APPENDIX A  
TEACHERS' SALARY SCHEDULE**

**2013-2014**

STEP	B	B + 15	M	M + 15	M + 30	M + 45	M + 60	M + 75
1	39,343	41,473	42,718	44,031	45,344	46,657	47,970	49,011
2	41,118	43,249	44,492	45,805	47,118	48,431	49,745	50,785
3	43,072	45,201	46,446	47,758	49,071	50,384	51,697	52,738
4	45,020	47,152	48,388	49,701	51,014	52,327	53,640	54,681
5	46,976	49,102	50,340	51,653	52,967	54,279	55,593	56,633
6	49,102	51,232	52,474	53,786	55,100	56,412	57,726	58,766
7	51,232	53,362	54,605	55,917	57,231	58,543	59,857	60,897
8	53,716	55,844	57,084	58,396	59,711	61,023	62,337	63,377
9	56,198	58,328	59,571	60,885	62,198	63,511	64,824	65,864
10	58,678	60,810	62,050	63,362	64,676	65,988	67,302	68,342
11	61,349	63,475	64,719	66,031	67,345	68,657	69,971	71,011
12	64,183	66,311	67,550	68,862	70,176	71,488	72,802	73,842
13	64,183	66,311	72,221	73,533	74,847	76,159	77,474	78,514
14	64,183	66,311	73,329	74,642	75,955	77,268	78,582	79,623

**LONGEVITY:** Teachers who have served for more than ten (10) years of consecutive service in Topsfield will receive \$1,300 above the normal placement on the above schedule, after fifteen (15) years of consecutive service in Topsfield \$1,450 above the normal placement on the above schedule, after twenty (20) years of consecutive service in Topsfield \$1,650 above the normal placement on the above schedule, after twenty-five (25) years of consecutive service in Topsfield \$2,000, above the normal placement on the above schedule,

\* See paragraph (e) of Section 4.4 of Article 4.

\*\* See paragraph (f) of Section 4.4 of Article 4.

**TEACHERS' SALARY SCHEDULE**

**2014-2015**

<b>STEP</b>	<b>B</b>	<b>B + 15</b>	<b>M</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>M + 60</b>	<b>M + 75</b>
1	40,130	42,303	43,573	44,911	46,251	47,590	48,930	49,991
2	41,940	44,114	45,382	46,721	48,060	49,399	50,740	51,801
3	43,934	46,105	47,374	48,713	50,053	51,392	52,731	53,793
4	45,920	48,095	49,356	50,695	52,035	53,373	54,713	55,774
5	47,916	50,084	51,347	52,686	54,026	55,365	56,705	57,766
6	50,084	52,257	53,523	54,862	56,202	57,541	58,880	59,942
7	52,257	54,429	55,697	57,036	58,376	59,714	61,054	62,115
8	54,790	56,961	58,226	59,564	60,905	62,244	63,584	64,645
9	57,322	59,495	60,763	62,102	63,442	64,781	66,121	67,182
10	59,852	62,026	63,291	64,630	65,969	67,308	68,648	69,709
11	62,576	64,744	66,013	67,352	68,692	70,031	71,370	72,432
12	65,467	67,637	68,901	70,240	71,579	72,918	74,258	75,319
13	65,467	67,637	73,665	75,004	76,344	77,682	79,023	80,084
14	65,467	67,637	74,796	76,135	77,474	78,813	80,154	81,215

**LONGEVITY:** Teachers who have served for more than ten (10) years of consecutive service in Topsfield will receive \$1,300 above the normal placement on the above schedule, after fifteen (15) years of consecutive service in Topsfield \$1,450 above the normal placement on the above schedule, after twenty (20) years of consecutive service in Topsfield \$1,650 above the normal placement on the above schedule, after twenty-five (25) years of consecutive service in Topsfield \$2,000, above the normal placement on the above schedule,

\* See paragraph (e) of Section 4.4 of Article 4.

\*\* See paragraph (f) of Section 4.4 of Article 4.

## TEACHERS' SALARY SCHEDULE

**2015-2016**

STEP	B	B + 15	M	M + 15	M + 30	M + 45	M + 60	M + 75
1	40,933	43,149	44,444	45,810	47,176	48,542	49,908	50,991
2	42,779	44,996	46,290	47,655	49,022	50,387	51,755	52,837
3	44,813	47,028	48,322	49,687	51,054	52,419	53,786	54,868
4	46,838	49,057	50,343	51,709	53,075	54,441	55,807	56,890
5	48,874	51,086	52,374	53,740	55,107	56,472	57,839	58,921
6	51,086	53,302	54,594	55,959	57,326	58,691	60,058	61,140
7	53,302	55,518	56,811	58,177	59,543	60,909	62,275	63,358
8	55,886	58,100	59,390	60,756	62,123	63,489	64,855	65,938
9	58,468	60,684	61,978	63,344	64,711	66,076	67,443	68,525
10	61,049	63,267	64,557	65,922	67,289	68,654	70,021	71,103
11	63,828	66,039	67,334	68,699	70,066	71,431	72,798	73,880
12	66,776	68,990	70,279	71,644	73,011	74,376	75,743	76,825
13	66,776	68,990	75,138	76,504	77,870	79,236	80,604	81,686
14	66,776	68,990	76,292	77,657	79,024	80,389	81,757	82,839

**LONGEVITY:** Teachers who have served for more than ten (10) years of consecutive service in Topsfield will receive \$1,300 above the normal placement on the above schedule, after fifteen (15) years of consecutive service in Topsfield \$1,450 above the normal placement on the above schedule, after twenty (20) years of consecutive service in Topsfield \$1,650 above the normal placement on the above schedule, after twenty-five (25) years of consecutive service in Topsfield \$2,000, above the normal placement on the above schedule,

\* See paragraph (e) of Section 4.4 of Article 4.

\*\* See paragraph (f) of Section 4.4 of Article 4.

**APPENDIX B**  
**TOPSFIELD PUBLIC SCHOOLS**  
**TOPSFIELD, MA**

**COMPELLING PERSONAL DAY REQUEST FORM**

Article 9, Section 9.1.4

It is recognized that occasions of compelling personal cause may arise of such nature that the teacher may not wish to put them in writing. By such compelling personal cause is meant the involvement of the teacher or a member of her/his immediate family in problems of an urgent health nature or required contacts with such agencies as schools, courts, and hospitals.

A teacher may receive two such days per year of leave with no explanation necessary for which there will be no deduction.

In such cases, a teacher is required to complete the following form to serve as a record:

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TO: Superintendent

I wish to have my day of absence on \_\_\_\_\_ recorded as the day of compelling personal leave without written explanation, consistent with the provisions of Article 9, Section 9.1.4. of the Collective Bargaining Agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_

## APPENDIX C

### TOPSFIELD EDUCATOR EVALUATION MODEL

#### 1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.;

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,
- ii. To provide a record of facts and assessments for personnel decisions;

The Topsfield Public School purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

#### 2. Definitions

**Artifacts of Professional Practice:** Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

**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, math specialists, curriculum specialists, reading specialists and special education teachers.

**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.

**Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice.

**District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. These measures shall be locally bargained by the parties.

**Evaluator:** An administrator who is appropriately licensed and designated by the superintendent who has 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 who will be responsible for determining performance ratings. A list of Evaluators and the Educators to whom they are assigned to evaluate each school year will be included in the opening day material.

**Teaching Staff Assigned to More Than One Building:** In situations where a teacher may be shared between schools within the Tri-Town School Union, the Superintendent and the Educator will mutually agree to designate the Primary Evaluator and will include the Principal(s) of the assigned school(s) as a member of the Evaluation Team.

**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.

**Experienced Educator:** An Educator with Professional Teacher Status (PTS)

**Family:** Includes students' parents, legal guardians, foster parents, or Primary caregivers.

**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 of a one year plan.

**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.

**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 a team of Educators, departments, or other groups of Educators who have the same role. Common goals can be developed by grade level or subject area teams.

**Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

**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 ESL student gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance.

**Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of



## Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

**Rubric:** In rating Educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the Educator's practice at the four levels of performance. The rubric consists of:

- Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.
- Descriptors: define the individual elements of each of the indicators under the standards.
- Benchmarks: describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

**Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. The Educator shall provide such information, in the form of self-assessment, by October 1<sup>st</sup> (except for the district's first implementation year when the deadline is October 15<sup>th</sup>) to the Evaluator at the point of goal setting and plan development. Evaluators shall use evidence of Educator performance and impact on student learning, growth and achievement to set the goal with the Educator, based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

**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. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an Educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

**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.

C. Evidence relevant to one or more Performance Standards, including but not limited to:

- Evidence compiled and presented by the Educator, including :
  - 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;
  - Evidence of active outreach to and engagement with families;
  - Student feedback collected by the district, starting in the 2013-14 school year. On or before July 1, 2013, DESE shall identify one or more instruments for collecting student feedback and shall publish protocols for administering the instrument(s), protecting student confidentiality and analyzing student feedback. The parties agree to bargain the protocols for collecting and analyzing student feedback.

#### **4. Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement.

#### **5. Evaluation Cycle: Training**

A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent and the Association shall determine the type and quality of training based on guidance provided by DESE.

B. By October 1<sup>st</sup> 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 October 1<sup>st</sup> 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 superintendent shall work with the Association and will jointly agree to the most effective means to provide this training to teachers and administrator using approved DESE training vendors.

#### **6. Evaluation Cycle: Annual Orientation**

At the start of each school year, the superintendent or other Evaluator as previously defined shall conduct a meeting for Educators and Evaluators focused substantially on Educator evaluation. They shall:

assessment and drafting student learning and the professional practice 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 propose common goals.

iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be common 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 common goals. The Evaluator retains authority over goals to be included in an Educator's plan.

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

A. Every Educator has an Educator Plan that includes a mutually determined goal related to the improvement of practice and a mutually determined 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.

B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after DESE issues guidance on this matter. See #22, below Evaluators and Educators shall consider common goals.

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

- 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 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus or other school vacations or holidays.
- For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school.
- 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

Educator will have at least three (3) total unannounced observations, at least one per term. The Educator will have three (3) announced observations. For Improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

## **11. Observations**

The Evaluator's first observation of all non PTS Educators on Developing Educator Plans and PTS Educators on Directed or Improvement Plans should take place by November 15; which will be November 26 in the first implementation. Observations required by the Educator Plan should be completed by May 15th.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

A. Unannounced Observations: All unannounced observations shall be conducted according to the following:

- i. The Evaluator shall observe the Educator for not less than 10 minutes.
- ii. Upon entering the room for purposes of an unannounced observation, the Evaluator will inform the Educator the purpose of the visit is for an unannounced observation.
- iii. The Educator will be provided with written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by electronic means or placed in the Educator's mailbox. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within 5 school days.
- iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least 30 minutes in duration within 20 school days. The Educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).

B. Announced Observations

All Non PTS Educators on Developing Educator Plans and PTS Educators on Directed or Improvement Plans, and other Educators shall have announced observation(s) conducted according to the following:

- i. The Evaluator and Educator shall mutually 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. The observation shall be at least thirty (30) minutes in duration, less than 30 minutes does not qualify as an announced observation.

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, whereas due date shall be collaboratively agreed upon by the Educator and the Evaluator, 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 electronic means or delivered to the Educator's school mailbox.

G. The Educator shall sign the Formative Assessment report within 5 school days after 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.

H. The Educator may reply in writing to the Formative Assessment report within 5 school days after receiving the report. The Educator's reply shall be attached to the report.

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

A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 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.

E. 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.

F. No later than April 15th, 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.

G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face or to the Educator's School mailbox no later than May 15<sup>th</sup>.

I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

J. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

L. The Educator shall sign the final Summative Evaluation report 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.

M. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

### **15. Educator Plans – General**

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.

The Educator Plan shall include:

For an Educator on a Directed Growth Plan whose overall summative performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

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

### **19. Educator Plans: Improvement Plan**

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

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.

#### SUPPORT TEAM

A teacher placed on an Improvement Plan as a result of an unsatisfactory overall rating will be provided a support team. The Primary Evaluator will then establish and convene a Support Team, subject to the terms and conditions hereinafter provided:

(1) Agreement, Consent, and Cooperation of the Teacher with an Unsatisfactory Overall Rating

- The ability of the Support Team to fulfill its role will depend on many factors. Obviously, one essential factor is the agreement, consent and cooperation of the teacher with an unsatisfactory overall rating. The designation of the Support Team as hereinafter provided, and its continued functioning, is predicated on such agreement, consent and cooperation.

(2) Support Team Members

- The Support Team shall consist of the Primary Evaluator and three colleagues of the teacher. The Association and the teacher will, the input of the Primary Evaluator,

- If the Educator consents, a representative of the Association may attend the meeting(s).
- The Association will be informed by the Superintendent within ten (10) days of notification that the Educator has been placed on an Improvement Plan.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- Describe the activities and work products the Educator must complete as a means of improving performance;
- Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Educator;
- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- 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);
- Identify the individuals assigned to assist the Educator which must include minimally the Primary Evaluator; and,
- Include the signatures of the Educator and Primary Evaluator.

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.

Decision on the Educator's status at the conclusion of the Improvement Plan:

All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

- 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.
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a 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. If the Evaluator determines that the Educator's practice



20. Timelines For Non-PTS Educators or PTS on Improvement or Directed Growth Plans

<b>Activity:</b>	<b>Completed On or Before:</b>
Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process	September 15
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 30
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 5
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 28
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	March 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 15
Evaluator completes Summative Evaluation Report	May 15

## **Educators on Plans of Less than One Year**

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.

### **22. Rating Impact on Student Learning Growth**

DESE will provide model contract language and guidance on rating Educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter, provided that Educators will not be assessed using student data until the measures are identified and data is available for three (3) years.

### **23. Using Student feedback in Educator Evaluation**

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

### **24. Using Staff feedback in Educator Evaluation**

DESE 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**

In terms of determining who will be on-cycle during the first year of implementation. The list will be negotiated with the Presidents and the Principal. The following matrix will be used in order that approximately 50% of the staff is on cycle.

A. Non PTS

F. Violations of this article are subject to the grievance and arbitration procedures. The parties understand that there may be different levels of violation of the evaluation procedures. Both parties reserve the right to argue the appropriate remedy for said violations before the arbitrator.