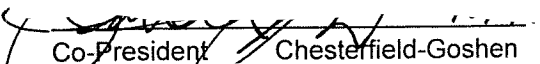


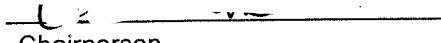
COLLECTIVE BARGAINING AGREEMENT
CHESTERFIELD-GOSHEN REGIONAL SCHOOL DISTRICT
CHESTERFIELD-GOSHEN TEACHERS ASSOCIATION
September 1, 2020 to August 31, 2023

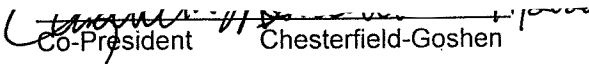
IN WITNESS WHEREOF, we have affixed our hands:

For the CHESTERFIELD-GOSHEN
TEACHERS' ASSOCIATION

For the CHESTERFIELD-GOSHEN
REGIONAL SCHOOL COMMITTEE


Co-President Chesterfield-Goshen


Chairperson


Co-President Chesterfield-Goshen

COLLECTIVE BARGAINING AGREEMENT
CHESTERFIELD-GOSHEN REGIONAL SCHOOL DISTRICT
CHESTERFIELD-GOSHEN TEACHERS ASSOCIATION
September 1, 2020 to August 31, 2023

AGREEMENT

This AGREEMENT is made pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts by and between the CHESTERFIELD-GOSHEN REGIONAL SCHOOL COMMITTEE (hereinafter referred to, as the "Committee") and the CHESTERFIELD-GOSHEN TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I – RECOGNITION

- A. The Committee recognizes the Association as the exclusive and sole representative for purposes of collective bargaining in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and other pertinent provisions of Law as the exclusive representative of a unit consisting of all professional classroom personnel who work one half time or more, including the school nurse.
- B. Employees in the above unit will be hereinafter referred to as "teachers."
- C. Salary (ARTICLE IV), leaves (ARTICLES IX and X), and benefits under provisions of ARTICLES XV and XVI shall be granted on a pro rata basis to part-time unit teachers.

ARTICLE II – COMMITTEE PREROGATIVES

The Association agrees that the Committee has complete authority over the policies and administration of the Chesterfield/Goshen Regional School District, which it exercises under the provisions of law. It further agrees that the Committee will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of said school system in all aspects except same shall not be exercised in violation of any of the express terms and provisions of this Agreement.

ARTICLE III – ALTERATION OR AMENDMENT OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and without qualification waives the right and each

agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

- B. No alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties.
- C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- D. If any part of this Agreement is in conflict with law, such part shall be amended in accordance with the law, and the remainder of this Agreement shall remain in full force and effect. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- E. If, during the life of this Agreement, either party desires to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, a proposal may be submitted, in writing, to the other party with a request for a meeting.
- F. Within ten (10) working days of the submission of such proposal, the recipient shall acknowledge the receipt of the proposal and establish a mutually convenient time to meet with the requesting party for the purpose of reviewing the contents of the proposal and seeking any clarifications the recipient feels are necessary. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties as an agreement that the proposal comes within the purview of this Agreement, nor will the meeting that takes place to clarify the content of the proposal be construed by either party as the reopening of negotiations or as negotiating on the issues involved in the proposal.

ARTICLE IV – SALARY DETERMINATION

- A. Salaries beginning on or after August 27 of the calendar year in which this agreement takes effect shall be paid to all personnel within the unit defined in Article I at that rate set forth in the attached Appendix.
- B. A teacher first employed during the term of this Agreement shall be advised in writing of his/her step and column placement. The Superintendent shall determine the number of years of prior teaching experience to be credited to a teacher first employed for purposes of determining step placement.

- C. All teachers shall advance to the next attainable salary step from one year to the next.
- D. The column placement of each teacher is determined by his or her academic credits as set forth on Appendix A. After initial placement on the salary schedule, any course taken by a teacher that has been approved in advance by the Superintendent will be credited toward eventual advancement in column placement. Academic credits awarded will be in accordance with district policy.
- E. A teacher requesting a change in column placement on the salary schedule will submit to the Superintendent a proposal in writing along with appropriate transcripts or grade reports. Such column placement shall become effective at the next full pay period after the Superintendent's approval of these documents. Notification of a column change must be submitted to the Superintendent by January 1 of the year preceding the potential column change.
- F. Paycheck Distribution
 1. Teachers shall be paid on a biweekly basis in accordance with the following plan. Equal installments of the entire annual salary will be paid between September and August 31. However, a teacher shall have the option of receiving on or before June 30 that portion of his or her annual salary remaining unpaid on the last day of the school year, provided the teacher so requests in writing to the Superintendent in advance of the payment year.
 2. Teachers will be notified annually of the exact dates when checks will be issued for that year.
 3. During the twelve-month period from September 1, 2022 to August 31, 2023, the annual distribution of teacher salary will be divided into 27 equal installments, rather than 26.
 4. In those school years, the first check will be issued on September 1, and the last (27th) check on the following August 31. In all other school years, the annual salary of teachers will be divided into 26 equal installments, ensuring continuous biweekly distribution of paychecks on Thursdays.
- G. Teachers who (a) have been certified in a district-approved mentor training program, (b) who are selected to serve as a mentor, and (c) who agree to serve as a mentor for one or more colleagues at the school, will receive an annual stipend of \$500 plus \$250 for each additional mentee. In accordance with School Committee policy and the District Mentoring Handbook, each year the certification standards for being trained as a mentor, the criteria for identifying mentors and those to be mentored, and procedures for assigning mentors developed during the 2002-03 school year will be reviewed and revised as necessary.
- H. Any extracurricular or committee or curriculum work done outside of the school day will be compensated at the rate of \$35 (thirty-five dollars) per hour.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE

1. A "grievance" is a claim by a teacher or the Association based upon any interpretation, application, or violation of this Agreement, or amendments or supplements thereto.
2. An "aggrieved person" is any teacher or teachers of the Association who allege a grievance.
3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level in accordance with the terms hereof.
4. The Committee and the administration will cooperate with the Association in investigation of any grievances by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. a) Level One - An employee or the association with a grievance will first present the grievance in writing to his/her principal directly within 20 days of notice of occurrence with the objective of resolving the matter informally. A member of the Association may be present.
b) Level Two - Within ten (10) days after this meeting the Principal will render in writing his/her decision. If the grievance has not been resolved the employee may present the grievance in writing to the Superintendent within five (5) days of receiving the Principal's written decision.
c) Level Three - The Superintendent will render a written decision within ten (10) days after the grievance meeting with the Superintendent. If the employee and/or the Association wish to further pursue the grievance, the grievance may be presented in writing to the School Committee. The School Committee will meet with the employee and/or the Association within forty-five (45) days of the School Committee's receipt of the written grievance. The School Committee will then issue its written decision within five (5) days after the meeting.
d) Level Four - If the Association wishes to pursue the grievance further, and the grievance involves the interpretation or application of any provision of this Contract, the Association may, by giving written notice to the School Committee within twenty (20) days file for grievance arbitration with the American Arbitration Association

Note — A teacher may pursue a grievance through Level Three and have the grievance heard without representation by the Association, provided that the Association is afforded the opportunity to be present and heard at all proceedings and that any adjustment made shall not be inconsistent with the terms of this Agreement.

7. All decisions rendered at any level of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and the Association.
8. No reprisals will be taken by the Committee or a member of the administration against any teacher, party in interest, any representative or member of the Association for participating in the presentation or investigation of a grievance in accordance with provisions of this Agreement.
9. If a grievance affects a group or class of teachers, the Association as well as the teacher may submit such a grievance at Level Two, if the principal lacks the actual authority to resolve the grievance. When a grievance is filed at Level Two, the Association shall simultaneously submit a copy of the grievance to the principal.
10. In addition to the grievant, the President of the Association or his/her designee shall have the right to participate in the processing of a grievance through all grievance steps. If it is necessary that such investigation or processing occur during a regular work day of the grievant and/or President or his/her designee, he/she shall be released from regular duties for this purpose.
11. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

B. ARBITRATION

1. Within ten (10) working days after written notice has been served to the Committee that a grievance is to be submitted to arbitration in accordance with the above provisions the Committee and the Association will request the services of the American Arbitration Association.
2. The arbitrator will confer with representatives of the Committee and the Association, hold hearings, and will issue a decision as soon as possible. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision, which alters, amends, adds to or detracts from this Agreement.
3. In the event that arbitrability of a grievance is an issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.
4. It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Four. Association members, including the grievant, shall be excused from their regular duties without loss of pay or other benefit for purposes of so testifying.
5. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

ARTICLE VI - TEACHING YEAR, HOURS AND LOAD

A. WORK YEAR

The work year will begin no earlier than the Monday prior to Labor Day and end no later than June 30. The work year will include days when pupils are in attendance, orientation days for new personnel, workshop days, and any other days on which teacher attendance, in the opinion of the Principal, is desirable.

1. The work year for teachers will be 184 days. The day before school starts (after convocation) and the day after the last day with students will be building based work days. The remaining two days will be for district wide professional development.
2. In their first year of employment, new teachers will work one unpaid day more than the work year established for all other teachers.
3. With advance prior written approval of the Superintendent, teachers shall be paid for any day worked beyond the number established for each year on a per diem basis, and shall receive payment for these days within two payroll periods following the extra day worked.
4. Two work days will be for professional development. Professional development may occur out of district or with other school districts. Input regarding the content of these days will be considered by the administration, school personnel or other groups within the community. The work year will not include Saturdays, Sundays and these days during which pupils are not in attendance because the day has been designated as a "legal holiday." This shall not preclude the Superintendent from

- allowing teachers to use workshop days or other days when students are not in attendance for independent activity of an educational nature.
5. The Administration may, at their discretion, elect to extend the work year to 185 days by notifying the Association no later than June 1 of the preceding school year. Teachers will be paid their per-diem rate for this additional day of work.

B. TIME AND SCHEDULE

1. Starting time for students shall be scheduled no earlier than 8:50 A.M. and dismissal no later than 3:10 P.M. The regular workday of all teachers will begin ten (10) minutes before the established starting time for students; and will end fifteen (15) minutes after dismissal time of students.
2. Absent unusual circumstances, every full day teacher shall receive a consecutive thirty-minute duty free lunch period.
3. Classroom teachers have primary responsibility for the education and supervision of children assigned to them, and agree to work cooperatively as needed with other teachers who may from time to time teach specialized subjects to these children. Preparation time for classroom teachers will become available once students are in the supervisory care of an art, music or physical education teacher, or another assigned adult. Teachers are assured at least three 40- minute preparation periods per week.
4. The Committee and the Association acknowledge that the primary responsibility of teachers is to teach and that their energies should be utilized to this end. Therefore, non-teaching duties not covered by teacher aides will be shared proportionately among all teachers, including those who are employed part time.
5. The administration agrees to make every effort to secure substitute coverage in the event a subject specialist teacher is absent, so as to permit the classroom teacher to use this preparation time. At the request of the teacher, any preparation time forgone shall be made up at a time mutually acceptable to the teacher and principal.
6. Teachers may be required to remain after the end of the regular workday for up to twenty (20) meetings per year, for a combined total of no more than sixty (60) minutes per month. The purpose for any such meeting that extends beyond thirty (30) minutes will be for training and/or curricular issues, and not for routine administrative matters.
7. All teachers will be required to schedule and participate in individual conferences with parents of pupils. School-wide dates for parent-teacher conferences shall be scheduled through a cooperative planning process involving teachers and the principal, subject to the restriction that on the three days conferences occur school shall be dismissed at mid-day.
8. Teachers will be required to attend no more than three (3) evening meetings each school calendar year.
9. All provisions of this agreement shall be prorated in accordance with FTE status for all part-time teachers. This shall include but not be limited to:

salary, stipends, longevity, planning time, sick/personal time, and professional development reimbursements.

C. ASSIGNMENT

1. Absent unusual circumstances, teachers will be notified in writing by June 15 of changes in their assignment for the next ensuing year, including the grades and subjects that they will teach.
2. The Principal and Superintendent will make every reasonable effort to assign teachers within their areas of competence and interest.
3. The Committee agrees that it will attempt to maintain a maximum class size of 18-20 students in mixed grades and 25 students in single grades in order to improve the quality of education.
4. Teachers shall not be required to drive students to activities, classes or other places outside the school building.

ARTICLE VII - TRANSFERS, VACANCIES, REASSIGNMENTS AND PROMOTIONS

- A. Absent unusual circumstances, the principal will give written notice to a teacher of a transfer at least thirty (30) days prior to the effective date of such transfer or reassignment. The teacher may, within five (5) working days immediately ensuing receipt of said notice, request in writing of the Principal a conference to discuss such transfer or reassignment. The Principal shall, upon receipt of such written request from the teacher and within ten (10) working days thereof, confer with the teacher.
- B. A teacher wishing to be transferred or be reassigned shall apply in writing to the Principal, and shall set forth the transfer or reassignment sought and the reasons therefore. If the applicant's transfer or reassignment request does not cause the transfer or reassignment of another teacher the Principal shall, within ten (10) working days of the receipt of said application, advise the teacher of his/her decision. If the applicant's transfer or reassignment request does cause, either directly or indirectly, the transfer or reassignment of a teacher other than the applicant, the Principal shall advise the applicant teacher of his/her decision within ten (10) working days after having complied with the provisions of Paragraph 1 of this Article. Should the teacher's request for transfer or reassignment be refused, the Principal shall advise the applicant teacher, in writing, the reasons for such refusal.
- C. Whenever a vacancy in a teacher position occurs, the Superintendent shall deliver written notice thereof to the President of the Association. Such notice shall set forth the qualifications for the position, its duties, the rate of compensation to be paid and the date the Superintendent expects the vacancy to be filled, but not less than ten (10) days after the notification to the Association. The qualifications herein or hereafter established for a particular position will not be changed arbitrarily, capriciously, or without basis in fact when such vacancies occur in the future. Applications for such positions shall be accepted from professional personnel within and without the school system. The Committee expects that the Principal shall, in selecting an applicant, consider the professional background, attainments and experience of each applicant, together with such other factors it shall deem to be relevant. If, in the judgment of the Principal, the professional background, attainments and experience of the applicants deemed by it to be most qualified are, in its opinion, substantially equal, he or she will give preference to an applicant then currently employed by the Committee.

ARTICLE VIII - TEACHER FACILITIES

The Committee shall provide the following facilities insofar as the same is physically and economically feasible:

1. A teacher work area containing adequate equipment and supplies to use in the preparation of instructional materials.
2. A furnished room to be reserved for use as a faculty lounge.
3. A desk, chair, and file cabinet for each teacher.
4. An individual mailbox for each teacher.

ARTICLE IX - TEMPORARY LEAVES OF ABSENCE WITH PAY

A. Sick Leave

1. Teachers shall be entitled to accrue fifteen (15) days of sick leave with full pay each school year, accumulated at the rate of one and one-half (1.5) days per month. Said sick leave shall be accumulative from year to year up to a maximum of two hundred ten (210) days. Sick leave for part-time teachers shall accrue in proportion to the percentage of time they are employed.
2. Besides for reasons of personal illness or injury, sick leave may be utilized for the following purposes:
 - a) Ten (10) days per school year for illness in the immediate family;
 - b) For any other reasons pertaining to Article IX, granted by the Superintendent under such terms and conditions thereof as the Superintendent will determine.
3. Upon the death of a teacher actively employed, that teacher's estate will be reimbursed one (1) day's unused sick leave for each year of prior service to the District, at the per diem pay rate in effect at the time of death, and exclusive of extra stipends. This provision will apply for teachers who had completed ten or more years of service to this District, including prior service in schools that were supplanted by the District.

B. PERSONAL LEAVE

1. Absence without loss of pay not to exceed three (3) days in any school year shall be granted by the Principal for reasons other than reasons listed in Article IX-A, provided that application is made to the principal in writing and if possible, one week in advance. The applicant is not required to state details of the reason for personal leave.
2. Unused personal days will be converted to sick days at the end of each year.
3. For the purposes of religious observance if the religious conviction of the employee prohibits him or her from working on said day, a teacher may be granted use of their personal days for religious observance in accordance to Section B(1).

C. BEREAVEMENT LEAVE

1. Teachers may be absent without loss of pay for bereavement purposes under the terms and conditions as follows:
 - a. Up to five bereavement days, at any one time, in the event of the death of any employee's spouse, child, parent, sibling, or grandchild, or significant other living in the home at the time of death.
 - b. Up to three bereavement days, at any one time, in the event of the death of an employee's grandparent or spouse's grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, or step relative.
 - c. Up to two bereavement days for other family members.

2. The Superintendent will have the discretion to grant additional time with or without pay under extenuating circumstances.

D. PROFESSIONAL LEAVE

The Superintendent may grant temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth.

1. For the purpose of attending conventions, seminars or conferences, visiting other schools, and for other similar purposes, leave may be granted provided that a teacher shall request such leave of the Superintendent five school days in advance of the event. Teachers may be reimbursed for all reasonable expenses such as meals, lodging, registration fees and mileage when approved in advance by the Principal. Mileage shall be reimbursed at the same rate currently allowed by the Internal Revenue Service.
2. For the purpose of attending a conference or convention of the Massachusetts Teachers Association or the National Education Association, up to one Association representatives may be granted leave, provided that a teacher shall request such leave of the Principal five school days in advance of attendance. Leave granted these representatives under provisions of this article shall not exceed a total of two school days in any one work year.

E. MATERNITY LEAVE

A female teacher shall be granted a maternity leave pursuant to the provisions of M.G.L. Chapter 149, Section 105D. Information concerning maternity leave will be posted conspicuously in the school's main office, as well as other areas in the school building.

F. JURY DUTY

1. Teachers who serve on jury duty will continue to receive their usual salary, provided that they turn over their jury duty pay, minus meals and mileage, to the District Treasurer.
2. Employees are required to provide evidence of their jury duty obligation before requesting leave and after such service is completed.

G. LEGAL PROCEEDINGS

Teachers who are involved in legal proceedings on behalf of the school shall continue to receive their usual salary.

H. SABBATICAL LEAVE

Sabbatical leaves may be granted for the purposes of study or study-related travel under the following conditions:

1. Not more than one faculty member may be on such leave at any one time.
2. Any teacher who has served for at least seven consecutive years within this District will be eligible for a sabbatical leave.
3. Under normal circumstances, a teacher's application for such leave must be submitted in writing to the Superintendent of Schools by October 15. The application must state the purpose for which such leave is intended and include an outline of the program involved. The teacher may be

requested to supply additional information. The Superintendent shall respond to the request, in writing, no later than January 31.

4. Sabbatical leave, if granted, may be for one-half or a whole school year, and the teacher will be required to agree in writing to return to the District for period of service equal to twice the length of the leave.
5. If a teacher is granted sabbatical leave and for some unforeseeable reason is unable to take the leave, nothing in this Article would preclude the Superintendent from reconsidering any other candidates who may have applied earlier for sabbatical leave in accordance with this article, provided that the teacher originally granted leave notifies the School Committee as soon as possible of his or her inability to take the leave.
6. While on sabbatical leave, the teacher will be paid at fifty percent (50%) of his or her base salary, exclusive of any extra compensation provided, however, if the teacher is receiving any program grant or matching funds from any outside source, the District will pay him only sums of money which, when added to his outside funds, will not exceed his annual salary rate.
7. The teacher may be required to submit progress reports, and to appear before the School Committee upon return to discuss his or her accomplishments.
8. Upon return from sabbatical leave, the teacher will be placed on the salary schedule step he or she would have achieved had the leave not been taken.
9. The Superintendent's approval of sabbatical leave will be discretionary, and denial of such leave will not constitute cause for grievance or other complaint proceeding unless the denial is arbitrary, capricious or without basis in fact.

I. FAMILY MEDICAL LEAVE ACT

The Chesterfield-Goshen Regional School District will grant unpaid leave in accordance with the provisions of the FMLA. The provisions of the FMLA are posted in each administrative office.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE WITHOUT PAY

The Superintendent may grant temporary Leaves of absence to teachers for the following reasons:

1. For purposes of military service;
2. Because of illness or injury which does not come within the purview of Article IX and XIV hereof or which extends beyond the periods provided for in said Articles IX and XIV;
3. For purposes of serving with the Peace Corps or other international or domestic volunteer service organization, for purposes of exchange teaching, or for purposes of serving as an officer or employee of an educational organization;
4. For the purposes of child-rearing, including adoption; seniority shall not accrue;

5. For other purposes deemed appropriate by the Superintendent, the granting of leave under this provision shall not be deemed to be a precedent with respect to subsequent grants or denials;
6. Leave granted under this article shall not extend into an ensuing year.
7. Teachers shall not, during a leave granted hereunder, accrue, receive, or be entitled to compensation and other benefits under the provisions of Articles IV, VII, IX, XII, XIV, XV and XVIII hereof.

ARTICLE XI – SICK LEAVE BANK

- A. The Committee shall establish and maintain a Sick Leave Bank so as to enable the teachers covered by this contract and other school employees to voluntarily contribute a portion of their sick leave for the use by a teacher with prolonged illness or disability whose available sick leave has been exhausted.
- B. Teachers may contribute to the program by donating two days of their accumulated sick leave into the bank prior to September 15th of each year. Newly employed teachers may enroll during the first ten days after initial employment begins if other than at the beginning of the school year.
- C. Individual teachers will be allowed to donate up to four (4) days to the Sick Leave Bank. If, through the awarding of sick leave days, the collective accumulated days should drop to a total of twenty (20) or less, teachers will have the opportunity to contribute an additional two (2) days during that school year. Any teacher leaving the Chesterfield-Goshen Regional School District shall forfeit any days donated to the Bank unless he or she is recalled and re-employed within three (3) years.
- D. At the end of each school year, the unused balance in the bank will be accumulated from year to year.
- E. The five-member Sick Leave Bank Committee shall be composed of a School Committee member, an Association member, the Association President, the Principal, and the Superintendent.
- F. Benefits
 1. Benefits are limited to participating members who have fulfilled the requirements of eligibility and whose applications have been approved by a majority of the Sick Leave Bank Committee.
 2. Benefits are not available to individuals who are on leaves of absence for which the District is not making compensation
 3. In no case shall the Sick Leave Bank Committee award more days from the Bank to an individual without a review after the first twenty days of benefits have been used.
 4. The following table will be used as maximum allowable days. The Sick Leave Bank Committee will weigh all requests on an individual basis.

Years ¹	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	Thereafter
Days ²	15	18	21	24	27	30	33	36	39	42	42

¹ years of service in the Chesterfield-Goshen Regional School District, or schools that the District supplanted.

² allowable days from the bank

- G. The Sick Leave Bank Committee shall establish rules and procedures for the actual operation of the Bank subject to the approval of the School Committee and the Association. Decision of the Sick Leave Bank Committee will not be subject to the grievance procedure.

ARTICLE XII – PROFESSIONAL DEVELOPMENT

- A. Should the Principal request a Teacher to take a specific training, the Teacher will be reimbursed for the final cost. Upon successful completion of an approved training, the Teacher must provide receipts to the Principal for reimbursement.
- B. The Committee will appropriate five hundred dollars (\$500) for each full-time professional employee for professional development activities approved by the Principal. A part-time professional will receive a pro-rated amount. Unused monies in this account will be offered to the staff for additional professional development on or before April 15th of each year. The total amount of the appropriated and additional professional development monies for each staff member will not exceed two thousand dollars (\$2000) per year. Any professional development monies remaining as of May 15th shall revert to the building's general budget.

ARTICLE XIII - INJURY IN COURSE OF EMPLOYMENT

- A. Definitions: Supplemental Benefit is the dollar difference between a teacher's worker compensation hourly rate and a teacher's hourly rate.
 - 1. The worker compensation hourly rate is the weekly compensation benefit paid to a teacher under the provisions of Sections 34 and 35A of Chapter 152 of the General Laws of the Commonwealth (Workers Compensation Act) divided by 35 (5 days x 7 hours per day).
 - 2. The teacher's hourly rate is the teacher's annual salary divided by 1274 (182 days x 7 hours per day).
- B. A teacher shall be entitled to receive a "supplemental benefit" provided:
 - 1. The teacher has sustained injury in the course of and arising out of employment by Committee; and
 - 2. The teacher is receiving benefits under the provisions of Section 34 of Chapter 152; and
 - 3. The teacher has accumulated sick leave under Article IX (A) of this Agreement; and
 - 4. The teacher has requested a supplemental benefit.

- C. Supplemental benefits paid to teacher shall be charged against accumulated sick leave in the following manner: the total dollar paid to teacher, as "supplemental benefit" shall be divided by the per diem rate (annual salary divided by 182 days) of teacher. This quotient shall be the number of days to be charged against teacher's accumulated sick leave and in no case shall such supplemental benefit exceed this quotient.
- D. Whenever an employee is absent from school as a result of personal injury caused by an accident or assault occurring in the course of his/her employment and collecting Workers' Compensation shall have the option to receive his/her full salary by using prorated sick days to offset the difference between full salary and Workers' Compensation benefits.
- E. Teachers will be reimbursed the reasonable value of items of clothing or other personal property normally carried or worn by the teacher that are damaged or destroyed as a result of an assault in the course of his or her employment. The teacher agrees to support the School Committee should it decide to pursue a civil action against the person damaging or destroying the personal property.

ARTICLE XIV - INDEMNITY AND PROTECTION

- A. **INDEMNITY**
The Committee shall comply with the provisions of Chapter 258 of the General Laws of the Commonwealth as from time to time amended.
- B. **TEACHER PROTECTION**
 - 1. Principals and teachers shall be required to report any case of assault on teachers in connection with their employment to the Superintendent of Schools. The Superintendent shall acknowledge receipt of such report and shall report this information to the School Committee.
 - 2. The principal and the Superintendent will promptly investigate the alleged assault. The report of this investigation shall be forwarded to the School Committee, which shall determine, subject to the requirements of paragraphs C and D below what action shall be taken by the School Committee.
 - 3. If the assault is by an adult who is not a pupil, the School Committee will report the incident to the proper law enforcement authorities.
 - 4. In the case of an assault by a pupil or by a non-pupil, the Committee will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement, legal or medical authorities. Such assistance shall include but not be limited to complying with any request by the teachers for information in its possession relating to the incident or the person involved. Nothing in this paragraph shall be interpreted to require the Committee to provide any financial assistance or compensation to a teacher which it is not otherwise required to provide by law or by this Agreement

ARTICLE XV - SUBSTITUTE TEACHERS

- A. If a teacher is ill or otherwise unavailable, the Principal shall diligently seek to provide a substitute teacher. If a substitute is not available, another teacher from within the system may be required to substitute, notwithstanding the provisions of Article VI of this Agreement; provided, however, that such substitutions shall be distributed among all faculty on an equitable basis.
- B. The administration agrees to make every effort to secure substitute coverage in the event a subject specialist teacher is absent, so as to permit the classroom teacher to use this preparation time. At the request of the teacher, any preparation time forgone shall be made up at a time mutually acceptable to the teacher and principal.

ARTICLE XVI - INSURANCE

The Committee shall pay 60% (sixty percent) of the premium for the participation of employees in group accident, health and hospitalization insurance programs. Such health insurance programs shall include an HMO and Blue Cross/Blue Shield option.

The Regional School District will pay 50% of the cost of the premiums of teachers who retire under the Massachusetts Teachers Retirement System, and who at the time of their retirement are participating in the District's group accident, health, hospitalization or medical insurance plans.

ARTICLE XVII - DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of its employees such sums as shall be duly authorized by employees using forms satisfactory to the Committee, including dues or fees for (1) participation in "tax-sheltered" annuities, (2) group life insurance, (3) group hospitalization, (4) credit union payments, and (5) Association dues. The agency fee has been determined to be illegal by the Supreme Court. However, the parties agree that if the caselaw changes in regard to agency fees, the parties will meet to negotiate language that complies with the changes.
- B. Commencing on the first day of school, all members of the bargaining unit who are not also members of the Chesterfield-Goshen Teachers Association shall be required to pay the fair share fee.
 - 1. The Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit.
 - 2. The Regional School Committee is not, and should not be, responsible for the implementation, collection or enforcement of the fair share fee, except

- that it will supply any required documentation to establish that a person is a member of the bargaining unit, and therefore subject to the fee.
3. The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any employee as a result of this fair share agreement, including, but not limited to, any legal expense incurred.

ARTICLE XVIII - TEACHER EVALUATION

- A. The goal of the Professional Growth and Evaluation process will be to assist teachers in developing their professional skills.
- B. Teacher evaluations will be performed as mandated by and in accordance with Chapter 71 of the Education Reform Act of 1993, Section 38, Teacher Performance and Evaluations as updated by 603 CMR 35.00 "Evaluation of Educators." See Appendix A.
- C. No teacher with Professional Teaching Status (PTS) will be dismissed, disciplined, reprimanded, reduced in rank or compensation without good or just cause. If a teacher with PTS is given a disciplinary action involving either a suspension or dismissal from employment, the teacher may elect to either follow the grievance to arbitration or follow the procedure set forth in Ch. 71, Sec. 42 of the Massachusetts General Laws.
- D. All evaluation and observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will, upon request, be given a copy of any evaluation report prepared by the Principal and will have the right to discuss such reports with the Principal. The Principal is required to confer with any teacher whose service has been rated unsatisfactory in any respect, explain the ratings and plan cooperatively for improvement.
- E. Teachers will have the right, upon written request to the Superintendent, with at least twenty-four (24) hours advance notice, and after school hours, to review the contents of all their personnel files. A teacher may have an Association representative accompany him/her during such review.
- F. No material derogatory to a teacher's conduct, service, character or personality will be placed in his or her personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that her or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his or her answer shall be reviewed by Superintendent and attached to the file copy.
- G. Any credible complaints regarding a teacher relative to his or her professional conduct during school hours made to any member of the Administration by any parent, student or any other person will be promptly called to the attend of the teacher and his or her Principal.

ARTICLE XIX - PERSONNEL FILES

- A. A single personnel file will be maintained in the Superintendent's office for each member of the professional staff.

- B. Records will be kept in accordance with MGL Ch. 149, Sec. 52C.
- C. Written communications received from third parties relative to the professional performance of a teacher shall not be included in the teacher's personnel file without the teacher's knowledge. Upon notification of the receipt of such communication, the teacher shall acknowledge it by affixing thereon his or her signature; such signature shall not imply that the teacher agrees with the contents of the letter, and the teacher shall have the right to attach any comments thereto.
- D. A teacher may inspect the contents of his or her personnel file by making an appointment with the office secretary. Files shall not be removed from the office. Teachers shall, on request, receive copies of items in their personnel file. The teacher may be required to pay the cost of more than five (5) copies of file contents.

ARTICLE XX - REDUCTION IN FORCE

- A. In the event it becomes necessary to reduce the number of faculty members with professional teaching status presently in the employ of this District, the Committee agrees that they and their agents will adhere to such procedures as may be required by law. The Committee will take into consideration the teacher's licensure, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71 SS 38 and the best interests of the students in the Hampshire Regional School District; and provided further, that for the purposes of this paragraph, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed in said SS 38 and that are defined by the board as proficient and exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the preceding four-year period in the targeted licensure area. If the above-referenced factors are equal, then the least senior teacher in the licensure area will be laid off first.
- B. No teacher with professional status shall be laid off pursuant to a reduction-in-force or reorganization if there is a teacher without such status for whose position the covered employee is currently licensed or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently licensed.
- C. The laid-off employee or the employee whose position is eliminated shall be transferred to an open position for which he/she is licensed at the time of layoff.
- D. Whenever it appears such reductions will be necessary, the committee agrees to give the reasonably earliest possible notice to the teacher(s) who will be terminated. Any teacher who is terminated under this Article may leave a written notice that he/she desires to return to the Chesterfield-Goshen Regional School District for employment in the event future vacancies in his/her subject area or

grade level develop and such notice will contain the address where such teacher may be contacted. The Superintendent agrees to contact such person along with other candidates for possible re-employment if vacancies develop. Failure of the teacher to respond to the notification as to his or her intentions within twenty-one (21) days from the date of its mailing will raise a conclusive presumption that the teacher no longer desires to return to the Chesterfield-Goshen Regional School District. This Article will extend for up to twenty-four (24) months following the teacher's termination.

- E. Every effort will be made to start the process of Reduction-in-Force notification by June 15 of the school year preceding the school year during which the reduction is to become effective.
- F. Teachers with Professional Status whose employment has been terminated pursuant to the provisions of this article may, if permitted by the group insurer, continue their group health and life insurance coverage for a period of two years by promptly remitting to the School District the total premium cost in accordance with a mutually agreed-upon schedule. Failure to forward premium payments to the School District in accordance with the mutually agreed-upon schedule shall terminate this right.
- G. Teachers with Professional Status who have been terminated pursuant to the provisions of this article shall be given preference on the substitute list, if they so desire. Compensation shall be at the rate for substitute teachers as established by the Committee.
- H. Length of service is measured in terms of a teacher's service in years, months and days from the initial date of appointment by the Principal. Teachers shall be credited for seniority purposes with one-year educational leave of absence as provided for in this Agreement. Cases of identical seniority shall be resolved by granting preference to the teacher with the highest level of formal educational training.
- I. Yearly, the Association will receive, in writing from the Superintendent, a seniority list of all teachers employed by the Committee. The list will be available by October 1. Challenges to this list must be presented, in writing, to the Superintendent by October 15. If there are no challenges to the list, the list will be considered accurate for the full school year.
- J. The Association shall be notified, in writing, of all open teaching portions as they occur, and of any recall action taken by the Committee.
- K. Accumulated sick leave to which a teacher is entitled at the time of the termination shall be restored on full upon re-employment within the recall period. Said termination shall not be considered a break in service.

- L. Teachers will return to the salary step at which they were next entitled to move at time of RIF and to the column according to credits accrued. Credit towards seniority will not be given for lay-off time.

ARTICLE XXI - DISCIPLINARY ACTION

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any dismissal or suspension shall be considered disciplinary action and shall at the option of the employee, be subject to the grievance procedure or statutory process.

ARTICLE XXII - RETIREMENT RECOGNITION

A teacher retiring under the Massachusetts Teachers Retirement System who has more than ten combined years of service in the Chesterfield-Goshen Regional School District (including prior service in schools the District supplanted) will be reimbursed one day's pay for each year of service, to a maximum of 30 years. This reimbursement will be at the per diem rate of the teacher's pay in effect at the time of retirement.

For new staff hired after the execution of this agreement (2014-2017), reimbursement will be one-half (1/2) per diem of the teacher's pay in effect at the time of retirement, for each year of service, to a maximum of 30 years.

ARTICLE XXIII - DURATION AND RENEGOTIATION

This Agreement will be effective as of September 1, 2020 and will remain in full force and effect through August 31, 2023.

Negotiations may be reopened by either party for the purpose of considering any mandatory provisions of the Education Reform Act of 1993, such as those pertaining to performance standards for professionals.

Either party desiring to enter into negotiations for the purpose of implementing a successor Agreement may do so by notifying the other party, in writing, by January 15, 2023. Notifications shall begin no later than thirty (30) calendar days after notification is received.

Further, both parties agree that all terms and conditions contained in this Agreement shall remain in full force and effect while a successor Agreement is negotiated.

ARTICLE XXIV - ANTI-DISCRIMINATION, BULLYING AND HARASSMENT

All Federal, State and Local policies regarding harassment and bullying apply to all employees. It is understood that the District's Harassment and Bullying Policy 2019-2020 covers harassment and bullying of staff as well as students. Where the policy lists "student", it also includes staff members All staff who are targets of harassment and bullying should follow the protocols outlined in the District's document.

1. All cases of bullying or harassment of staff shall be reported to the Principal who shall follow the process outlined in the district Bullying Policy and Bullying Intervention Plan.
2. In the case where the reported bullying indicates that the Principal is the alleged aggressor, the report may be provided to the Superintendent of Schools.
3. The Principal or Superintendent will promptly investigate the alleged bullying behavior and respond in accordance with the Bullying Intervention Plan.
4. All claims, complaints, meetings, and hearings under this procedure shall not be conducted in public and shall include only such parties of interest and their designated or selected representatives.

APPENDIX A TEACHER AND CASELOAD EDUCATOR CONTRACT LANGUAGE

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1) **Purpose of Educator Evaluation**

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and

additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) ***Common Assessments:** Identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post tests, unit and course assessments, performance assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all teachers covered by this article, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage and/or overall performance rating. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***DESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is

responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Expected Impact:** the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments.
- M) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- N) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- O) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans and performance on the Standards

and Indicators of Effective Teaching Practice. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- P) ***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 and performance on Standards and Indicators of Effective Teaching Practice.
- Q) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- R) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) ***Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments where available, and student ACCESS for ELLs gain scores.
- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- V) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds

proficient and could serve as a model of practice on that standard district-wide.

- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

W) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

X) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

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

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

- iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d), in the area of vocational education as provided in 603 CMR 4.00 or who is employed in a comparable position in a collaborative. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

3) Evidence Used In Evaluation

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

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

- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student Feedback – see # 22 below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the evaluation process contained in this article, districts shall arrange training for all new Educators, principals, and other evaluators that outlines the components of the evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE.
- B) By November 1st of the first year, all new Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory

to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by DESE.

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1) At least one goal directly related to improving the Educator's own professional practice.
 - (2) At least one goal directed related to improving student learning.
- B) Proposing the goals
 - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student

learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

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

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

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

assessments and agreed upon by the Educator and Evaluator for other classroom assessments.

- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first three years of practice as a non-PTS educator in the school:
- i) The Educator shall have at least one announced observations during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least two unannounced observations during the school year.
 - iii) The Educator may request up to one additional observation during the school year.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation per year during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

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

11) **Observations**

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

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) Unannounced observations shall be no less than 10 minutes in duration.
- iii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, or by electronic means.
- iv) In the case of any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time, the Educator may request a follow-up unannounced observation within 5 school days to be conducted within 30 school days of the request.
- v) The Educator may, within 5 school days of receipt of written feedback, request a follow-up meeting to discuss the feedback received.

B) Announced Observations

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

- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Educator should take to improve his/her performance.
 - (3) Identify support and/or resources the Educator may use in his/her improvement.
 - (4) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, student learning in relation to anticipated student learning gains on multiple measures of student learning, growth and achievement, and other evidence of performance 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 and performance on Performance Standards and overall.
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The

Educator may provide to the Evaluator additional evidence of the educator's performances against the four Performance Standards.

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

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan and performance on each performance standard and overall.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

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

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an Educator whose overall performance rating is exemplary or proficient, the Evaluator applies professional judgement to collected evidence of educator performance to place educators on either a one or two-year plan. If the Evaluator selects a one-year plan, the Evaluator's supervisor shall discuss and review the evaluation with the Evaluator and the supervisor shall confirm or revise the duration of the Educator's plan. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the plan duration shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence, including products of practice; impact on student

learning based on multiple measures; student feedback; and other evidence related to performance Standards. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, or by electronic means no later than June 1st.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator

effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
 - iv) Clear expectations for educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as evidence of educator performance.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

- A) A Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - i) The evaluator shall apply professional judgment to the evidence to place the educator on a one- or two-year Self-directed Growth Plan.

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

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

Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (c) 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.
 - (d) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

- (e) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (f) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	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 non-PTS Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 15*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	May 1*
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s) – 1 per year	Any time during the year September 15 to May 15
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 10 of Year 1</i>
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

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

21) Career Advancement

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

22) General Provisions

- A) Only Evaluators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of

students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall be issued if there was substantial compliance.

APPENDIX B
Chesterfield-Goshen Teacher Salaries

Salary Schedules for 2020-21 (1.5%)									
STEPS	BA	B15	B30	MA	M15	M30	M45	CAGS	DOC
1	\$47,643	\$48,678	\$49,711	\$50,844	\$52,296	\$53,751	\$55,204	\$56,659	\$58,113
2	\$50,387	\$51,422	\$52,456	\$53,590	\$55,043	\$56,498	\$57,954	\$59,409	\$60,864
3	\$53,131	\$54,166	\$55,201	\$56,336	\$57,790	\$59,246	\$60,703	\$62,159	\$63,614
4	\$55,874	\$56,910	\$57,945	\$59,081	\$60,537	\$61,994	\$63,452	\$64,909	\$66,365
5	\$58,618	\$59,654	\$60,690	\$61,827	\$63,284	\$64,742	\$66,202	\$67,660	\$69,116
6	\$61,362	\$62,399	\$63,435	\$64,573	\$66,031	\$67,490	\$68,951	\$70,410	\$71,867
7	\$64,105	\$65,143	\$66,180	\$67,319	\$68,778	\$70,237	\$71,700	\$73,160	\$74,618
8	\$64,426	\$65,468	\$66,511	\$67,656	\$69,122	\$70,589	\$72,059	\$73,526	\$74,991

Salary Schedules for 2021-22 (1.25%)									
STEPS	BA	B15	B30	MA	M15	M30	M45	CAGS	DOC
1	\$48,239	\$49,286	\$50,332	\$51,480	\$52,950	\$54,423	\$55,895	\$57,367	\$58,839
2	\$51,017	\$52,065	\$53,111	\$54,260	\$55,731	\$57,205	\$58,678	\$60,152	\$61,624
3	\$53,795	\$54,843	\$55,891	\$57,040	\$58,512	\$59,987	\$61,462	\$62,936	\$64,410
4	\$56,573	\$57,622	\$58,670	\$59,820	\$61,294	\$62,769	\$64,246	\$65,721	\$67,195
5	\$59,351	\$60,400	\$61,449	\$62,600	\$64,075	\$65,551	\$67,029	\$68,505	\$69,980
6	\$62,129	\$63,179	\$64,228	\$65,380	\$66,856	\$68,333	\$69,813	\$71,290	\$72,765
7	\$64,907	\$65,957	\$67,007	\$68,160	\$69,637	\$71,115	\$72,597	\$74,075	\$75,551
8	\$65,231	\$66,287	\$67,342	\$68,501	\$69,986	\$71,471	\$72,960	\$74,445	\$75,928

Salary Schedules for 2022-23 (1.5%)									
STEPS	BA	B15	B30	MA	M15	M30	M45	CAGS	DOC
1	\$48,962	\$50,026	\$51,087	\$52,252	\$53,744	\$55,239	\$56,733	\$58,228	\$59,722
2	\$51,782	\$52,846	\$53,908	\$55,074	\$56,567	\$58,063	\$59,558	\$61,054	\$62,549
3	\$54,602	\$55,666	\$56,729	\$57,895	\$59,390	\$60,887	\$62,384	\$63,880	\$65,376
4	\$57,421	\$58,486	\$59,550	\$60,717	\$62,213	\$63,710	\$65,209	\$66,707	\$68,203
5	\$60,241	\$61,306	\$62,371	\$63,539	\$65,036	\$66,534	\$68,035	\$69,533	\$71,030
6	\$63,061	\$64,126	\$65,192	\$66,361	\$67,859	\$69,358	\$70,860	\$72,359	\$73,857
7	\$65,880	\$66,946	\$68,012	\$69,183	\$70,682	\$72,182	\$73,686	\$75,186	\$76,684
8	\$66,210	\$67,281	\$68,352	\$69,529	\$71,035	\$72,543	\$74,054	\$75,562	\$77,067

Teachers also receive a \$100.00 increase beginning in the year 2021-2022.

Employees who have completed the following years of service to the Chesterfield-Goshen Regional School District will have these amounts added to their annual salary for 2020-2021

After 10 years of service	\$400
After 15 years of service	\$600
After 20 years of service	\$1000
After 25 years of service	\$1250

Employees who have completed the following years of service to the Chesterfield-Goshen Regional School District will have these amounts added to their annual salary beginning the year of 2021-2022.

After 10 years of service	\$500
After 15 years of service	\$700
After 20 years of service	\$1100
After 25 years of service	\$1350

*This stipend takes effect as of September 1 in the year following the teacher's completion of years of service.