

AGREEMENT

between the

OLD ROCHESTER PROFESSIONAL
EDUCATORS' ASSOCIATION

and the

OLD ROCHESTER REGIONAL DISTRICT
SCHOOL COMMITTEE

September 1, 2019 through August 31, 2022

**2019-2022 AGREEMENT BETWEEN THE OLD ROCHESTER REGIONAL
SCHOOL DISTRICT AND THE OLD ROCHESTER PROFESSIONAL
EDUCATORS' ASSOCIATION
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EDUCATORS' ASSOCIATION**

The terms "teacher(s)" and "employee(s)" as used in this Agreement are interchangeable and refer only to such person(s) who, at the time in question, fall within the bargaining unit of professional employees as defined in Article I. The term "Committee" as used in this Agreement includes the Superintendent of Schools and other agents of the Committee comprising School Administration, as the Committee deems appropriate.

I. RECOGNITION AND REPRESENTATION

For the purpose of Collective Bargaining with respect to those matters set forth in General Laws, Chapter 150E Section 6, as amended, which is included herein by reference, the Committee recognizes the Association as the exclusive representative of all employees of the Committee performing teaching duties or duties of a professional educational nature; excluding the Superintendent, Assistant Superintendent of Curriculum, Instruction and Assessment, Business Administrator, Director of Student Services, Principals and Assistant Principals of the Old Rochester Regional High School and Junior High School, Director of Athletics (as director and not teacher), Department Coordinators (only with respect to their selection and retention), per diem Substitute Teachers, Evening School Teachers, Practical Arts Teachers, Office Personnel, Aides, Cafeteria Manager, Cafeteria Personnel, Custodians and Maintenance Personnel.

II. RIGHTS OF COMMITTEE

Except to the extent that there is contained in this Agreement and express and specific provision to the contrary, all the authority, power, rights, jurisdiction, responsibilities and duties of the Committee under the laws of the Commonwealth or the lawful By-Laws of the District or of any of the Member Towns are retained by and reserved exclusively to the Committee. The Committee has the final responsibility for establishing the educational policies of the School District.

III. RIGHTS OF ASSOCIATION

3.1 The Committee recognizes the desire of the teachers to participate in the planning of all aspects of the school and its operation. Written requests by the Association for inclusion of items on the agenda of any School Committee meeting will be welcome provided that said written request is presented to the Superintendent of Schools at least five (5) school days in advance of said meeting.

3.2 The Committee and the Association agree to the establishment of an Educational Council, the purpose of which will be to discuss matters that affect the education of students. It is not the purpose of the Educational Council to discuss matters which are mandatory subjects for collective bargaining. The opinion, conclusions and recommendations of the Council shall be advisory only, and shall be reported to the Committee and the Association.

The Educational Council shall consist of six (6) members: two (2) members of the Committee; the Principal of the Old Rochester Regional High School; the Principal of the Old Rochester Junior High School; and two (2) members of the Association, one of whom shall have an assignment at the Old Rochester Regional High School and the other an assignment at the Old Rochester Regional Junior High School. The method of

appointment and/or election of the members of the Educational Council, other than the two (2) Principals, shall be decided by the Committee and the Association, respectively.

All terms of office of the Educational Council members shall be for one year. All appointments/elections to membership on the Council shall be conducted in September.

The Educational Council shall meet on the first Monday in October and as many times thereafter as deemed necessary by the Council. The Principal of the Old Rochester Regional High School shall serve as the Chairman pro-tempore until such time as a permanent Chairman has been chosen.

The agenda of each meeting shall be published at least seven (7) days in advance of such meeting. The agenda shall be established for each meeting at the meeting of the Educational Council most recently conducted, or by the filing of a petition to meet with agenda items specified with the Chairman who shall then poll the members. If three members agree, a meeting will be called and proper notice given.

The decisions or determinations of the Educational Council shall not be subject to the grievance procedures of Article VI or the arbitration procedures of Article VII. The procedural aspects of this Article III, Section 3.2 shall be subject to the grievance and arbitration procedures of Articles VI and VII.

3.3 Neither the Committee nor the Association shall discriminate against any teacher because of his/her membership or nonmembership in the Association or because of his/her participation or nonparticipation in its activities.

3.4 There shall be at least one (1) bulletin board in each school building for the exclusive use of the Association for the purpose of posting Association material.

While not exclusive to the sole use of the Association, the District shall provide the Association a room in the school for its business use.

The District shall grant to the representatives of the Association up to three (3) days leave of absence with pay each year for the purpose of attending the MTA Annual Meeting.

3.5 Each year at least thirty (30) days prior to the adoption of the school calendar for the following year, the President of the Association will be given a copy of the proposed calendar. If the Association does not agree with the proposed calendar, it may submit recommended changes to the School Committee, which will consider the recommendations prior to final adoption of the calendar by the School Committee.

3.6 Upon retirement a member of the bargaining unit shall continue to have access to his/her employee email address, pending he/she signing the acceptable use policy every year. Said retiree will lose the right to keep the email address for failure to abide the rules or lack of a yearly signature on the policy.

3.7 The Committee shall afford the Association the opportunity to meet with new employees on the day of their orientation at a time agreeable to the Parties.

3.8 The Committee shall provide, upon being hired or at other times at the request of the Association an employee's address and contact information.

3.9 The Committee shall organize the first day professional development day, prior to the start of school, in the following manner: 7:30-8:30 School based meetings, 8:30-10:00 District based meeting. 10:00-end of contract day individual educator preparation. Unless another time is mutually agreed to by both parties.

IV. DEDUCTIONS

4.1 (a) The Committee hereby accepts the provisions of Section 17C of Chapter 180 and Chapter 149, Section 178B of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of the Old Rochester Regional School District all payroll deductions for payment of employee dues (Old Rochester Professional Educators Association, Massachusetts Teachers Association, National Education Association), and any tax sheltered annuities duly authorized by employees covered by this Agreement.

b) The Superintendent or his/her designee shall certify to the Treasurer of the Old Rochester Regional School District all payroll deductions for the payment of dues to the Association that have been duly authorized by employees covered by this Agreement.

(i) The Association will provide a membership enrollment form to personnel for eligible employees to authorize deductions for Association membership. This form will be filled out and forwarded to the Old Rochester Professional Educators Association's Treasurer in a timely manner.

(ii) The Association will provide a form for any eligible hire who chooses NOT to enroll in the Association delineating those rights and representation they are entitled to as employees and those benefits and protections they will NOT have as non-members of the Association. This rejection form will be filled in by the new hire and forwarded to the Old Rochester Professional Educators Association Treasurer in a timely manner.

(c) Deductions referred to in Section 4.1(a) above will be made in equal payments in amounts certified by the Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers' Association, and the National Education Association, from each payroll period.

(d) The Treasurer of the Old Rochester Regional School District will submit the amounts deducted to the Association Treasurer as soon as is reasonably possible after the issuance of the paycheck from which the deductions were taken.

(e) The provisions of this Section 4.1 shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Old Rochester Regional School District shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the School District Treasurer.

4.2 The Committee agrees to deduct from the salaries of teachers who have on file with the Committee an executed current Credit Union Authorization Card, in the form set forth below, sums for the Massachusetts Teachers' Association Credit Union and/or the Plymouth County Federal Teachers Credit Union and to transmit the monies deducted as specified on such Card. Teacher authorizations shall be in writing in the form set forth below:

"Credit Union Authorization Card

Name _____

Address _____

I hereby request and authorize the Old Rochester Regional School District School Committee to deduct from my earnings and to transmit to the Plymouth County Teachers Federal Credit Union, 2 Rae Avenue, West Wareham, MA 02576 the sum of \$_____ from each payroll period. I may withdraw this authorization by giving at least sixty (60) days' notice in writing of such withdrawal to the Committee. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve said Committee, and any or all officers of the Committee from any liability therefor.

Teacher's Signature _____

Date _____ "

4.3 The Committee's obligation to make such deductions concerning an employee shall terminate upon receipt of a timely and properly written notice revoking such authorization., [M.G.L. c. 180 s. 17A: Any such authorization may be withdrawn by the employee by giving at least (60 days) sixty days' notice in writing of such withdrawal to the district or the town by whom the employee is employed and by filing a copy thereof with the treasurer of the association.

a) To withdraw from the Association, member must notify the Administration and the Association, in writing, at least sixty (60) days prior to the official revocation of their membership. Upon receipt of this notification, the member will meet with the Association President and/or his or her designee, to fill out, sign and have witnessed, an official request for revocation of his/her membership. This request for revocation of membership will be forwarded to the Administration with the effective date of revocation of membership being 60 days after the official form was signed. The member may withdraw his/her request to withdraw from the Association at any time prior to the 60 day revocation date. This withdrawal of the request for revocation must be made in writing and witnessed by a designated Administration and/or the Association President or his/her designee.

4.4 The Association shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of, or by reason of, action taken or not taken by the Committee for the purpose of complying with this Article, or in compliance with any dues deduction authorization furnished to the Committee.

V. CONTINUITY OF OPERATIONS

5.1 Neither the Association nor any teacher shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by any teacher or other employee of the Committee. In the event of any violation of Section 5.1, the Association will use its best efforts to ensure that such violation cease and that all work fully resume.

5.2 The Committee agrees not to conduct a lockout.

5.3 The Association and its members, individually and collectively, agree that if there is a violation of Section 5.1, any and all teachers violating this clause will at the discretion of the Superintendent be subject to disciplinary action, including discharge or suspension. Furthermore, the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement a described above.

5.4 In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in court at law or in equity or in arbitration pursuant to the procedure described in Article VII.

VI. GRIEVANCE PROCEDURE

6.1 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any teacher from individually presenting any grievance without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall be notified of the initiation of a grievance and shall, if it so requests, be heard at each step of the grievance procedure and shall be notified of the decision reached at each level.

6.2 The following definitions shall apply for purposes of this Agreement:

(a) A "grievance" shall mean a complaint by a teacher or group of teachers that as to such teacher(s) the Committee has applied this Agreement in violation of a specific provision hereof.

(b) An "aggrieved teacher" shall mean the teacher or group of teachers making the complaint.

6.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. "Days" as used in this Article and Article VII shall mean calendar days, exclusive of Saturdays, Sundays, regularly scheduled holidays, and vacation periods during the school year.

6.4 Every effort shall be made by the aggrieved teacher and his/her immediate supervisor to arrive at a settlement of the grievance before resorting to the formal grievance procedure of Section 6.5.

6.5 The processing of grievances shall be undertaken in accordance with the following procedure:

PRINCIPAL LEVEL - The aggrieved teacher must first present the grievance in writing to the principal of his or her school within twenty (20) days of the day the teacher knew or reasonably should have known of the event or events giving rise to the grievance. The written grievance shall state the provision(s) of the Agreement asserted to have been violated, the facts comprising the cause of the grievance (so far as are then known), and the desired remedy. Within ten (10) days after receipt of the grievance, the Principal or his/her designee and the aggrieved teacher and, if the aggrieved teacher so desires, a representative of the Association, shall meet to discuss the grievance, provided that the aggrieved teacher need not attend with the representative if unable to do so because of physical incapacity, unavailability because of an approved leave of absence, unavailability because of the summer recess, or because of a similar reason. The Principal or his/her designee shall provide his/her decision in writing within ten (10) days after the conclusion of such meeting.

SUPERINTENDENT LEVEL - If the grievance is not settled at the preceding level, the grievance shall be presented in writing to the Superintendent within five (5) days of the decision in the preceding level. The Superintendent or his/her designee (and up to two (2) representatives of the Superintendent) and the aggrieved teacher (and, if the aggrieved teacher so chooses, up to two (2) representative(s) of the Association) shall meet within ten (10) days after receipt of the written grievance by the Superintendent to discuss the

grievance, provided that the aggrieved teacher need not attend with the representative if unable to do so because of physical incapacity, unavailability because of an approved leave of absence, unavailability because of the summer recess, or because of a similar reason. The Superintendent or his/her designee shall answer in writing within ten (10) days after the conclusion of such meeting.

COMMITTEE LEVEL - If the grievance is not settled at the preceding level to the satisfaction of the aggrieved teacher, the grievance may be presented in writing to the Committee within ten (10) days of the decision in the preceding level. The Committee shall consider the grievance and provide its decision in writing to the aggrieved teacher within thirty (30) days after receipt of the written grievance by the Committee. A meeting will be held at the Committee Level with the aggrieved teacher (and/or, if the aggrieved teacher so chooses, representative(s) of the Association) to discuss the grievance (except in instances in which the Committee, in its discretion, believes a meeting with the full Committee is unnecessary, in which case the Committee will appoint one or more of its members to attend such meeting). If the grievance is not settled to the satisfaction of the aggrieved teacher at the Committee Level, the Association may submit the grievance to arbitration by giving written notice to the Committee within twenty (20) days after receipt of the Committee's decision.

The written notices to the Committee referred to above shall be mailed or delivered to the Chairman of the Committee at his or her residence, and a copy addressed to the Superintendent shall be mailed or delivered to the Superintendent at his or her office. At each of the above three levels, either Committee (or any of its agents) or the aggrieved teacher may have present at the specified meeting any persons through whom evidence or a relevant and material nature to the resolution of the grievance will be adduced.

6.6 If the Committee and the Association or the aggrieved teacher (in instances in which the teacher pursues the aggrieved without the intervention of the Association) agree, a grievance may be presented initially at the Superintendent Level or the Committee Level, within the twenty (20) day time limit referred to in the Principal Level being applicable to such initial presentation.

6.7 If a decision at any level is not provided within the time limits specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.

6.8 No grievance shall be considered which is not presented within the time limit specified in the Principal Level, or which is not appealed to a higher level within the time limits specified above. The aggrieved teacher or the Association, as the case may be, shall where feasible secure and retain a dated receipt for grievances which are presented at any level of the grievance procedure or submitted to arbitration whether such presentation or submission was by hand delivery or mail.

6.9 The parties will endeavor to expedite the processing of any grievance filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved teacher or the Committee.

6.10 The Committee and the Association agree to furnish to the other upon request such information in aid of the grievance procedure as is required under law in the fulfillment of the duty to bargain in good faith.

6.11 All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

6.12 So far as feasible, the presentation of grievances and the holding of grievance meetings pursuant to Section 6.5 shall be undertaken outside the teacher's workday.

6.13 A grievance may continue to be processed by an aggrieved teacher no longer in the employ of the Committee only if such teacher would receive a monetary award in the event that the grievance is upheld or, in the case of a grievance contesting the termination of a teacher, if such teacher is seeking the remedy of reinstatement to the employ of the Committee.

VII. ARBITRATION

7.1 In the event that the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by, the procedures set forth in this Article.

7.2 The Arbitrator shall be selected by mutual agreement of the parties. Within seven (7) days after receipt by the Committee of written notice that the Association intends to arbitrate, the parties shall communicate for the purposes of selecting an arbitrator by mutual agreement and of discussing the matter in dispute and the remedy sought. If the parties cannot agree within seven (7) days after receipt by the Committee of written notice that the Association intends to arbitrate, the Association may, within seventeen (17) days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then current rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The Committee and the Association shall share equally in compensation and expenses of the arbitrator.

7.3 The Committee shall have standing to question substantive and/or procedural arbitrability in arbitration and/or in an appropriate forum, provided that as to any question of procedural arbitrability (except as to reference to arbitration) the Committee has notified the Association of its intention to raise such question before the Association refers the grievance to the American Arbitration Association or before an arbitrator is otherwise selected pursuant to Section 7.2.

7.4 The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. In reaching a decision, the arbitrator shall apply to each arbitration the normally accepted principles of arbitration law. The arbitrator may or may not make his/her award retroactive as the equities of the case may require, but in no event shall any such award be retroactive beyond the date on which the grievance was first presented in accordance with the procedures set forth in Article VI. Each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties otherwise agree. The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, the Association and the teacher who initiated the grievance.

VIII. BASE COMPENSATION

8.1 Teachers' base annual salaries during the years September 1, 2016 through August 31, 2017, September 1, 2017 through August 31, 2018, and September 1, 2018 through August 31, 2019 shall be determined in accordance with Salary Schedule A.

8.2 Academic preparation movement may be based only upon credits acquired by a teacher while in the employ of the Committee and approved in advance by the Superintendent. Such approval shall not be unreasonably withheld. Such movement shall become effective on the September 1 next following the teacher's completion of the applicable requirements, provided that the Superintendent has received satisfactory documentation evidencing attainment of the applicable educational level not later than the August 31 preceding such September 1. Teachers who attain sufficient credits to move on the salary schedule will receive the increment on either September 1st or March 1st, whichever is closer to their completion of the credits, as long as notice of intent is received by November 1st of the preceding school year. The District will distribute an intent to change level form during the first week of October.

8.3 Step 11 of Schedule A shall be \$850.00 higher than Step 10 and Step 12 of Schedule A shall be \$850.00 higher than Step 11. Neither Step 11 or 12 shall be subject to the application of the across-the-board percentage. The value of such steps shall be negotiated separately as part of the negotiations successor agreements.

In order for a bargaining unit member to move from Step 10 to Step 11, he/she must take a (3 or more credits) graduate level course approved in advance by the Superintendent. In order to move from Step 11 to Step 12, a bargaining unit member must take an additional (3 or more credits) graduate level course approved in advance by the Superintendent.

In order to remain on Step 12 a bargaining unit member must obtain (3 or more credits) graduate level course in academic study in which the teacher is teaching or in another area approved in advance by the Superintendent, institution approved by the Superintendent, and achievement of at least a grade of eight percent (80%) or B-equivalent in such study; acceptable college credits submitted by teachers to satisfy this requirement must be at institutions accredited by the National Council of Teacher Education, or one of the six recognized accrediting agencies, or both; or the teacher must complete an independent study project with the prior approval of the Superintendent. The teacher will be notified of the decision of the Superintendent, in writing, within fifteen (15) days next following the submission, to the Superintendent of the independent study project proposal. The Superintendent's discretion shall be final.

Payments for Steps 11 and 12 shall commence on the September following the completion of the study.

A teacher must be on Step 10 for one complete year before moving to Step 11 or 12.

A course used for Steps 11 and 12 may be counted toward a level change but not both during the same school year.

The benefits provided by this section shall be received based upon the submission of a single form which shall be provided to bargaining unit members by the Administration.

8.4 Upon the hiring or rehiring of a teacher, the Superintendent shall assign the compensation set forth in Schedule A that the Superintendent deems appropriate to his or her level of educational attainment and deems appropriate to his or her qualifications and experience. Credits for courses taken prior to employment by the Committee must be presented by the teacher to the Superintendent for evaluation and approval in connection with initial salary placement.

8.5 After hiring or rehiring, a teacher shall advance one step on Schedule A upon completion of each additional year of service in the Committee's employ. The Superintendent may, for just cause, withhold such step progression for any teacher not on the maximum step of his/her respective scale. The Superintendent may also, for just cause, withhold all or part of any salary increase for a teacher on such maximum step, provided that such withholding does not reduce the teacher's salary below that specified on Step 9 of Schedule A. A deficiency judged serious enough to be cause for withholding salary as outlined in this paragraph shall be reviewed with the teacher in question by both the Principal and the Superintendent or his/her designee. After comprehensive review of this deficiency, the teacher shall be given a reasonable length of time to correct the deficiency. A second review shall be made following the expiration of the correction period.

8.6 A teacher's annual salary for each year of this Agreement shall be deemed to have been earned pro rata according to the number of school days completed. Such salary shall be paid in twenty-six (26) installments (every other week on Thursdays or, if such dates fall on holidays or vacations on the last preceding working day). If a teacher so requests in writing by August 1, such salary shall be paid beginning the next September 1 in twenty-two (22) installments for ten (10) months; and such salary shall continue to be so paid unless the teacher requests in writing to change to the twenty-six (26) installment option. A teacher's earned and unpaid salary will, if the teacher so requests in writing between April 1 and May 1, be paid in a lump sum payment as the first regular payment in July. The Committee shall notify all bargaining unit members in writing, not later than the final pay period in March that they must apply for the lump sum payment between April 1 and May 1.

8.7 An amount equal to one one-hundred-eighty-third ($1/183$) of his or her base annual salary shall be deducted from a teacher's pay for each day when he or she is absent, other than on a leave with pay in accordance with the provisions of Articles XI, XII, XIII, XIV, and XV.

8.8 Extra service beyond the school year for teachers (which is defined in Section 24.1) will be compensated at the following rate: \$150 per day.

Such rates shall be for a seven-hour day or for any portion thereof. No teacher may be involuntarily required to work beyond the school year for teachers as established in Section 24.1. Only those teachers who volunteer and are deemed necessary for service as determined by the Superintendent shall be called for such duty.

8.9 Teachers who are employed less than full-time shall be paid on a pro rata basis.

8.10 Any and all assigned work performed by bargaining unit members on assigned committees, which requires work outside of the contractually established workday, shall be compensated at the rate of forty (\$40.00) dollars per hour.

8.11 After sixty (60) days of continuous employment, a long-term substitute shall be appointed to a one-year position.

IX. SERVICE COMPENSATION

9.1 Additional compensation shall be granted to full-time teachers who have given continuous, satisfactory service to the Old Rochester Regional Schools according to the following conditions:

Years:	Effective 9/1/2019	Effective 9/1/2020	Effective 9/1/2021
10-14	\$1,060	\$1,210	\$1,360
15-19	\$1,210	\$1,360	\$1,510
20-24	\$1,360	\$1,510	\$1,660
25-29	\$1,510	\$1,660	\$1,710
30 or more	\$1,660	\$1,710	\$1,860

The amounts so indicated shall not be cumulative.

9.2 A teacher who is appointed less than full-time shall receive the applicable amount set forth in Section 9.1 above on a pro rata basis; provided, however, that if a teacher has been continuously employed since August 31, 1985 has been employed on a full-time basis on such date, and is thereafter involuntarily reduced to less than full-time status, such teacher shall continue to receive the amount applicable to a full-time teacher for three (3) years following such involuntary reduction.

X. TUITION REIMBURSEMENT

10.1 (a) Effective July 1, 2005, any full-time teacher shall be eligible for reimbursement for course tuition and college fee costs, but not costs for books, of up to \$1,000 per year provided as follows:

The teacher must obtain 3 or more credits in academic study under the following guidelines: (1) the course must be in a discipline set forth in Section 18.3 (c) or in Computer Science or in a Master of Education Program; (ii) the course must be approved in advance by the Superintendent or his/her designee; (iii) the teacher must achieve a grade of 80% or B- or equivalent in such course; (iv) acceptable college credits submitted by teachers to satisfy this requirement must be at institutions accredited by the National Council of Teacher Education or one of the six recognized accrediting agencies, or both; and (v) the maximum amount available under this Section shall not exceed \$20,000.

(b) For a teacher who is appointed less than full-time, tuition reimbursement shall be available subject to the terms of Section 10.2(a) above, except that the \$1,000 maximum set forth therein shall be determined on a pro rata basis; provided, however, that if a teacher who has been continuously employed since August 31, 1985 had been employed on a full-time basis on such date, and is thereafter involuntarily reduced to less than full-time status, such teacher shall continue to be eligible for tuition reimbursement as though employed on a full-time basis for three (3) years following such involuntary reduction.

(c) A teacher may not receive tuition reimbursement for any course or credits applied towards Steps 11 and 12 under Article VIII.

XI. SICK LEAVE

11.1 (a) Sick leave under this Article XI may only be used when a teacher is prevented from working by his or her personal illness, injury or disability, and violations of this provision may be subject to disciplinary action. Full-time teachers shall be granted fifteen (15) days sick leave annually, cumulative to a total of 100 days. Such teachers in their first year shall be advanced fifteen (15) days at the beginning of the year with the understanding that he/she terminate his/her employment before the end of the year, he/she will be granted sick leave at the rate of 1.5 days per month and any time taken in excess of this rate will be withheld from his/her final check. Bargaining unit members may use up to 5 days per year of their available sick leave for the purpose of illness in their immediate family. For purposes of this Section, immediate family shall mean the member's spouse, parent or child, the parent or child of the member's spouse, or any member of the teacher's household.

(b) As set forth in §11.1(a) above, teachers shall receive sick leave at the rate of 15 days per year to a maximum of 100 days. Upon achieving maximum accumulation, bargaining unit members shall continue to be provided with 15 days each year, so that they begin each year with 115 days. However, only 100 days can be carried forward to the following year. Any teacher employed prior to the start of the FY17 school year may retain the number of sick days currently accrued over 100 days. If at any time the number of days drops below 100, the teacher's maximum cumulative total number will be 100 days.

11.2 Teachers who are absent for sick leave for five or more consecutive days shall present evidence satisfactory to the Superintendent setting forth the nature of the illness or injury, the number of days recommended for recuperation and such other pertinent information as may be required by the Superintendent. Additionally, the Superintendent may ask to meet with an impacted teacher to determine if there is a possible misapplication of the sick leave provisions. It is understood that, in requiring such evidence, the Superintendent shall not act in an arbitrary and capricious fashion.

11.3 When a teacher is absent for illness after sick leave (personal and/or bank) has been exhausted, the amount to be deducted from his/her pay shall be 1/183 of the annual salary for each day of absence.

11.4 In the event of extended illness of a teacher, an additional source of aid shall be provided by means of a sick leave bank to provide additional days beyond accumulated sick leave benefits. The sick leave bank shall be administered in accordance with this Article and with the following provisions:

(a) The sick leave bank shall acquire its assets from those persons covered in this Agreement by the voluntary donation of no more than five (5) sick leave days in any one year from their entitlement of already accumulated sick leave. At the beginning of each school year, one (1) such day will be deducted; thereafter during the school year, additional days, up to a total of five (5), may be deducted in one (1) day increments each time the Bank becomes depleted. Once a teacher has volunteered the first such day for a school year, said teacher is committed to the five (5) day donation for that school year, should such donation be necessary. All sick leave donations to the sick leave bank shall become the property of the bank and shall remain therein from year to year to be used when an eligible member makes application to the bank for benefits.

(b) The policy governing operation of the sick leave bank and awarding of extended sick leave days from the bank will be determined by a Joint Committee, which shall be composed of three (3) members appointed by the Committee and three (3) members appointed by the Association. The Joint Committee shall formulate such policy consistent with the following principles:

(1) In order to be eligible to be awarded any sick leave days from the bank, a participating teacher must have completed two (2) years of continuous employment in the employ of the Committee.

(2) In order to be eligible to be awarded any sick leave days from the bank, a participating teacher must have exhausted all of his or her accrued sick leave days, including such days accumulated and carried over from previous years.

(3) The maximum number of workdays for which a participating teacher who is disabled from working due to extended illness is eligible to be awarded sick leave days from the bank shall be determined as follows:

Number of teacher's accrued sick leave days as of September 1 of school year in which the disability first occurs	Maximum number of workdays for which teacher is eligible to be awarded sick leave days from bank
0 - 30	5
31 - 45	10
46 - 60	15
61 or more	(No maximum -- to be determined on individual basis)

When circumstances so warrant, the Joint Committee may exceed the above maximums; any such action by the Joint Committee shall not be subject to grievance and arbitration.

(4) In deciding whether to award sick leave days from the bank, the Joint Committee may require such medical evidence as it deems satisfactory, and during a teacher's continued absence, may require such further medical evidence as it may from time to time deem appropriate. A vote of not less than four (4) members of the Joint Committee shall be required in order to grant sick leave days from the bank.

11.5 If a teacher does not use sick leave for the first ninety-one (91) days of the school year, he/she shall receive one full day's pay. If a teacher does not use sick leave for the second ninety-one (91) days of the school year, he/she shall receive one full day's pay. Payment shall be made in the next pay period immediately following earning such payment, or as soon as practicable thereafter.

Each teacher who has achieved professional status in the Old Rochester Regional School District and (i) who is retired by the Massachusetts Retirement Board or (ii) who has been in the continuous employ of the Committee for at least ten (10) years and who resigns in good standing from the employ of the Committee shall receive in one lump Sum a full day's pay for each two (2) days of accumulated leave over sixty (60), up to the total accumulation of one hundred (100). Upon achieving eligibility for the benefit provided by this Section, a bargaining unit member may, at any time during his subsequent career at Old Rochester, opt to receive the benefit to which he is entitled under this section, at the time of his option, divided over the following three (3) consecutive school years in the form of increased service compensation payments pursuant to Article IX of this Agreement. Such option shall be irrevocable except for unforeseen and/or extraordinary circumstances which shall include but not be

limited to the long term illness of the bargaining unit member. Should a bargaining unit member elect this option at a time in his career at Old Rochester which would allow him to “rebuild” his available number of sick leave buy back days, he would be eligible to buy back such “rebuilt” benefit at the time of his termination. Notwithstanding the provisions of the previous sentence, no bargaining unit member shall ever be able to elect the option or buy back more than the combined equivalent of 100 days. For purposes of sick leave usage, a bargaining unit member who elects the option at a time not attendant to his/her retirement, shall upon election of said option have all of his/her then accumulated sick leave reduced to zero (0) and the option shall be paid. Sick leave shall begin to reaccumulate for such bargaining unit members from zero (0) and shall be accumulative to a total of the difference between that which was “bought back” and paid as service compensation and the total allowable accumulation. Written notice must be given to the Superintendent or her/his designee by January 1 for this provision to go into effect for a particular teacher on the following September 1.

11.7 A teacher who is unable to work because of an occupational injury which is caused by an accident or an assault incurred in the course of his/her employment by the Committee and which is compensable under the provisions of the Massachusetts Workmen's Compensation Act, shall be paid the difference between his/her current salary (i.e., the sum of the applicable amounts on Schedule A and Schedule B) and the amount he/she receives as Workmen's Compensation.

11.8 Teachers who are appointed less than full-time and who are scheduled to work five (5) days per week shall be granted fifteen (15) days of sick leave annually, with payment for each such day on a pro rata basis. Such teachers who are scheduled to work fewer than five (5) days per week shall be granted a prorated portion of such fifteen (15) days, with payment for each such day on a pro rata basis if the teacher is scheduled to work less than a full workday. In other respects, such teacher shall receive the other benefits set forth in this Article XI on a pro rata basis, and the other conditions described herein shall continue to be applicable.

XII. PARENTAL LEAVE

12.1 (a) A teacher requesting parental leave shall indicate in their request to the Superintendent the total length of leave desired including disability sick leave and extended unpaid leave. A teacher may request only disability leave or a combination of disability and extended unpaid leave, but the total leave shall not exceed two (2) school years. A teacher requesting parental leave shall give two (2) weeks notice prior to the commencement of the leave, except in cases of premature delivery, of their anticipated date of departure and intention to return.

(b) The teacher who desires to return to work at the end of their disability period may then return to work. A teacher who intends to take extended unpaid leave immediately following the disability leave may with the approval of the Superintendent take such leave for the balance of the school year and, if the teacher so requests and the Superintendent approves, for the next following school year. The teacher may elect to return prior to the end of the school year with the approval of the Superintendent.

(c) During the disability period a teacher may apply their accumulated sick leave to their disability resulting from their pregnancy, the birth or adoption of their child and recovery from childbirth.

(d) In the event that the reason for parental leave be no longer operative, then such teacher may return to work.

(e) All benefits to which a teacher was entitled at the time his/her leave commenced minus any sick leave used will be restored upon return and the teacher will be assigned to the same or similar position held at the time the leave commenced. A teacher returning from leave under this Article will be placed on the next step of the salary schedule if she/he had been in a pay status in the Old Rochester School District for more than seventy-five (75) work days in the year during which the leave commenced.

(f) A teacher on leave pursuant to this Article must give written notice to the Superintendent by March 1 of the school year in which the leave is taken or by March 1 of the subsequent school year, if applicable, of said teacher's intention to return the next following September.

(g) In accordance with the school district's policy complying with the Family Medical Leave Act of 1993 (FMLA), FMLA runs concurrently with the guidelines outlined in this Parental Leave Article. From an operational standpoint, FMLA and the provisions of this Article work as follows:

(h) FMLA begins when an employee's parental leave commences. From this date, over the next eight (8) week period the employee is allowed to use up to forty sick days of leave, dependent on the actual number of work days occurring within the eight week span. At completion of the eighth week, the employee is allowed unpaid FMLA leave for an additional four (4) weeks. During this entire twelve (12) week period, the employer will continue to contribute its share for any applicable benefit costs. Time that an employee is not scheduled to work may not be counted as FMLA leave.

(i) At the expiration of the twelve-week period, should the employee go onto extended leave this leave will be unpaid and the employee will be responsible for one hundred percent (100%) of the cost of their benefits. Unless said employee continues to be disabled due to childbearing/birth and thereby eligible to continue to use sick leave benefits, either accumulated or provided by the Sick Leave Bank, or be placed on a Medical Leave of Absence

(j) Should the employee's parental leave need to begin earlier than anticipated by the FMLA awarded leave and payment period will commence with the very first work day of leave, thereby beginning the twelve-week coverage period and the twelve month FMLA period as stipulated by law.

12.2 A teacher who returns from parental leave and is in need of a lactation room shall have one provided by the District. The request for the use of a lactation room shall be made in writing ten days (10) prior to the use of the room.

XIII. BEREAVEMENT LEAVE

13.1 Upon written notification, a full-time teacher may be granted up to five (5) days' leave of absence without loss of pay for death in the immediate family. The number of days to be granted shall be at the discretion of the Superintendent. Upon written request to the Superintendent, teachers may be granted leave in excess of five (5) days, without loss of pay for bereavement purposes.

13.2 Teachers who are appointed less than full-time and who are scheduled to work five (5) days per week shall be granted bereavement leave as stated in Section 13.1, with payment for each day's leave on a pro rata

basis. Such teachers who are scheduled to work fewer than five (5) days per week shall be granted as bereavement leave the number of regularly scheduled workdays that fall within one (1) calendar week, with payment for each day's leave on a pro rata basis if the teacher is scheduled to work less than a full workday. The other considerations set forth in Section 13.1 shall continue to be applicable.

13.3 The "immediate family" is defined to include the mother, father, husband, wife, son, daughter, sister, brother, aunt, uncle and grandparents of the teacher or his/her spouse, or a member of the teacher's immediate household.

XIV. PERSONAL LEAVE

14.1 (a) Upon prior written request for a reason set forth below, a full-time teacher (i) shall be granted leave without loss of pay for up to three (3) days per school year for serious illness in the immediate family, observance of religious high holy days of the teacher's religion, court business, or other obligations that cannot be carried on at any other time; (ii) may be granted up to two (2) additional days per school year for serious illness in the immediate family, provided that any such days taken by a teacher shall be subtracted from her or his sick day allowance; and (iii) may be granted one (1) additional day per school year for observance of a religious high holy day of the teacher's religion. Teachers should make every reasonable attempt to minimize the amount of time taken. It is understood that such leave may not be used as a holiday or vacation time. Violation of this paragraph will be subject to disciplinary action.

(b) Teachers who are appointed less than full-time and who are scheduled to work five (5) days per week are eligible for personal leave as stated in Section 14.1(a), with payment for each day of leave on a pro rata basis. For such teachers who are scheduled to work fewer than five (5) days per week, the figures in subparts (i), (ii) and (iii) of Section 14.1(a) shall be one (1) day, one (1) day and one (1) day, respectively, with payment for each such day on a pro rata basis if the teacher is scheduled to work less than a full workday. The additional considerations set forth in this Article XIV shall be applicable.

14.2 The "immediate family" is defined to include the mother, father, husband, wife, son, daughter, brother, sister, and grandparents of the teacher or his/her spouse.

14.3 Personal leave days under Section 14.1 shall not be cumulative. In any academic year when a full-time teacher does not utilize any of the three (3) days provided in §14.1 (a) above, then at the end of such year, three (3) days shall be added to the teacher's sick leave accumulation under Article XI. A full-time teacher who has not used any of the three (3) days provided in §14.1(a) above, and who otherwise would have such days added to his sick leave accumulation under Article XI may opt to relinquish one such day and have the others rolled over into the following school year for use during that year. Part-time teachers may opt to have their one (1) unused day applied to their sick leave accumulation or rolled over into the following year for use during that year. At no time shall a bargaining unit member have more than three (3) accumulated personal days.

14.4 A bargaining unit member may be granted, upon request to the Superintendent, a leave of absence for up to one (1) year for personal reasons. The bargaining unit member shall provide the Superintendent with reasonable notice of such request.

14.5 Bargaining unit members shall be granted leave of absence when required by subpoena to appear in court for actions wherein the bargaining unit member is not a party.

XV. SABBATICAL LEAVE

15.1 The purpose of the Sabbatical Leave policy is threefold:

- (a) Recognition of professional excellence as a teacher.
- (b) Encouragement of professional growth for teachers.
- (c) Improvement of the Old Rochester Regional High Schools.

15.2 Any teacher who has served continuously in the employ of the Committee for a period of at least seven (7) years may be granted Sabbatical Leave for study and research by the Superintendent. Such leave may encompass all or part of one regular school year, or may be granted for summer study for four (4) years. The applicant must provide with his/her written request for such leave a plan which will include a complete statement of aims and objectives and the procedure whereby these aims and objectives are to be achieved.

15.3 A teacher on a school year Sabbatical Leave shall receive a salary equal to one-half of the salary to which he/she would have been entitled had he/she remained in the school system for the period of the leave. A teacher on summer Sabbatical Leave shall receive a salary equal to one-eighth of his/her current salary for each summer of study. Salary will be interpreted to mean the basic salary excluding supplemental payments for special assignments.

15.4 Preliminary requests for leave of absence shall be made in writing to the Superintendent as early as possible and in any event no later than February 1 of the school year prior to the school year for which the leave is requested. Final determination of the request for a leave of absence on the part of the teacher and the Superintendent shall be made no later than April 30 of the school year prior to the school year for which the leave of absence is requested.

15.5 Before beginning the Sabbatical Leave, the teacher shall agree in writing to the Superintendent that, upon termination of such leave, he/she will return to service in the employ of the Committee for a period of at least two years, and that in default of completing such service he/she will refund to the Committee an amount equal to such proportion of salary received by him/her on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

15.6 A teacher returning from Sabbatical Leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the employ of the Committee.

15.7 If possible, on return to the employ of the Committee, a teacher will be assigned to the position that he/she held before leaving the school. Otherwise, an assignment will be made which is acceptable to both parties.

15.8 No more than two school year leaves and one summer leave per year shall be granted under the provisions herewith listed and Section 41A of Chapter 71, General Laws.

15.9 The Superintendent shall grant or deny requests for sabbatical leaves of absence as he/she, in his/her sole discretion, deems appropriate. The procedural aspects only of this Article XV shall be subject to the grievance and arbitration provisions of Article VI and VII.

XVI. INSURANCE

16.1 Group Blue Cross-Blue Shield or Health Maintenance Organizations (HMO) and Life Insurance in the amount of \$10,000 shall be made available to teachers on an optional basis. Teachers may purchase additional life insurance, at their own expense, up to the maximum permitted by the plan to which the Committee subscribes.

16.2 In accordance with the applicable provisions of Chapter 32B of the General Laws, health insurance benefits under this Section shall be provided to (a) full-time teachers; (b) part-time teachers appointed on a half-time (i.e., 0.5 or 50% full-time equivalency) or greater basis; (c) teachers retired from the School District in accordance with the requirements of the state Teachers' Retirement Board. For full-time and part-time teachers employed by the Committee each such teacher shall pay 30% of the premium for the HMO Plan and the Committee shall pay the remaining 70%; additionally, such teachers shall pay 35% of the premium for the PPO Plan and the Committee shall pay the remaining 65%. For those teachers employed after the effective date of this Agreement, each such teacher shall pay 30% of the premium for the HMO Plan and the Committee shall pay the remaining 70%; additionally, such teachers shall pay 35% of the premium for the PPO Plan and the Committee shall pay the remaining 65%. For retired teachers, the Committee shall pay 50% of the premium and the retired teacher shall pay 50% of the premium. Health insurance coverage (whether on a family or individual basis) shall be made available to a retired teacher until health insurance coverage becomes available to that teacher (or his or her spouse) under Social Security or Medicare, in which event the applicable Social Security or Medicare provisions shall be followed. (A "retired teacher" within the meaning of this Section 16.2 shall mean a teacher who has retired from the employ of the School District in accordance with the requirements of the Massachusetts Teachers' Retirement Board; at the time of his/her retirement is, and for at least one year has been, a participant in the Committee's group health insurance program; and has remained a participant in such program continuously after his/her retirement.)

The Plans provided by the Committee shall include:

2019-2020-Blue Cross Blue Shield "low options plans" & \$500/individual \$1000/family deductible plans. The Committee shall offer those participants in the deductible plans a Flexible Savings Account contribution of \$250 individual \$500 family plan.

2020-2021-Blue Cross/Blue Shield \$250/\$750 deductible plans with a Flexible Savings Account contribution of \$350 individual \$650 family plan.

2021-2022 Blue Cross/Blue Shield \$250/\$750 deductible plans with a Flexible Savings Account contribution of \$450 individual \$750 family plan in 2021-2022.

16.3 The Committee agrees to deduct premium payment from the paychecks of employees who participate in a group dental plan offered by the Committee. The premium cost for such dental plan shall be borne by the employee participants.

16.4 The Committee agrees that it shall not implement the provisions of c.32B, sections 21-23 during the term of this Agreement.

16.5 Each employee's salary will be increased by the cost of a Long Term Disability Policy, which each employee will purchase from an insurance company selected by the Old Rochester Regional School District at a

cost negotiated by the District. The District will calculate the premium to be charged to the employee and will then raise their wages by a like amount in order that it will net out to have no impact on the employee.

A bargaining unit member who is otherwise eligible for enrollment in another health insurance plan and has been enrolled in a District plan for at least two consecutive years immediately preceding the initial year of opting out, will receive an annual stipend for opting out/waiving participation in District health insurance in the amount of \$1,500 (individual plan) or \$3,000 (family plan). In addition to the above, other conditions for annual stipend are: The employee is not covered under a District plan subscribed to by another employee of the District; and the employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment. If there is a qualifying event which means that the employee who is receiving an opt out payment needs to re-enroll in the District health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

16.6 The District agrees to seek three requests for proposals from health care providers and bring that proposal to the District Insurance Advisory Committee in each year of the agreement.

XVII. PROFESSIONAL DAYS

The Superintendent agrees to continue past practice with respect to granting professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Reports on the value gained from such days are encouraged.

XVIII. REDUCTION IN FORCE AND RECALL

18.1 In the event that it becomes necessary for the Superintendent to lay off one or more employees in the bargaining unit because of financial limitations, reasons of efficiency and economy, decrease in pupil enrollment, changes in curriculum or other similar reasons, the layoff and/or recall of such employee(s) shall be governed by the procedures set forth in this Article. Within the disciplines set forth in Section 18.3(c) below, all teachers without professional status shall be reduced or released first and shall be so notified not later than April 15th. Section 18.2 below shall apply to teachers with professional status only, and Sections 18.3 and 18.4 below shall apply to all teachers.

18.2 (a) In the event of a layoff, teachers with professional status currently teaching within an affected discipline shall be reduced or released within such discipline with the following considerations. For the purposes of a reduction in force or an involuntary transfer, job performance and the best interest of the students shall be determinative. A teachers' job performance and a student's best interest shall be defined as the teachers past summative overall evaluation ratings as compared to other teachers past summative overall evaluation ratings in the discipline targeted to be reduced. Ratings of proficient and exemplary shall be considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

(b) A teacher who is reached for reduction or release from a discipline may, if such teacher has greater length of service, displace the teacher with the shortest length of service in another discipline in which the displacing teacher is certified and has had successful teaching experience in the employ of the Committee. Notice of displacement shall be made to teachers not later than May 1.

(c) The effective date of the reduction or release shall be the last day worked by the teacher. In cases where the last day worked is the last day of the school year for teachers, such effective date shall be the day before the first day of the next school year for teachers.

18.3 The terms "length of service", "recall", and "discipline" used in this Article shall mean as follows:

(a) "Length of service" means a teacher's length of uninterrupted service in a bargaining unit position in years, months, and calendar days in the employ of the Committee. Leaves of absence shall not be considered breaks in service; however, only leaves of absence for which salary credit is granted shall be counted as years, months, and calendar days for purposes of this definition. Teachers within a particular discipline who are tied in length of service shall be ranked in order of their relative levels of educational attainment as recognized in this Agreement and, if still tied, shall be ranked in order of length of teaching experience in other school systems. Remaining ties in length of service shall be resolved be lot.

(b) "Recall means the right: (1) to return to a position in the discipline from which a teacher was originally reduced or released in the reverse order in which said teacher was reduced or released, or (2) to fill a position in another discipline for which the teacher is eligible for recall pursuant to Section 18.4 below. An up-to-date list of recall order by discipline shall be maintained by the Superintendent and shall be available to the Association upon request.

(c) "Discipline" means one of the following:

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|----------------------------|--------------------------|
| English | Mathematics |
| Social Studies | Science |
| Foreign Languages | Art |
| Music | Technology Education |
| Family & Consumer Science | Guidance |
| Physical Education | Special Needs, |
| Business | by area of certification |
| Librarian/Media Specialist | |

18.4 (a) A teacher who is reduced or released pursuant to Section 18.2 shall have recall rights pursuant to this Section 18.4 for twenty-eight (28) months following the effective date of the reduction or release. During the recall period, teachers shall be considered to be on involuntary leave of absence without pay and shall be entitled to participate in any group health and/or life insurance programs available to any teacher on leave of absence without pay, provided that the teacher pays the entire cost of insurance premiums within 30 days of the billing date as issued by the District Treasurer and further provided that such participation is permitted under the terms of such programs. Teachers, during the period in which they retain recall rights, shall also be given first priority in filling substitute teaching vacancies in the academic subject area(s) in which they are certified or have taught.

(b) If, subsequent to a reduction in force, a vacancy occurs in a discipline from which a teacher has been reduced or released a recall notice shall be sent via certified mail to the teacher most recently reduced or released from the discipline in which the vacancy exists; simultaneous notifications may be made to two or more such teachers. Teachers with recall rights are required to keep the Superintendent and the Association informed of their current mailing address. If there are no teachers in said discipline eligible for recall or if all such teachers have been offered recall and there is still a vacancy, a recall

notice shall be sent via certified mail to the teacher from another discipline with the greatest length of service who has recall rights and who is qualified by certification to fill the vacancy; simultaneously notifications may be made to two or more such teachers. If a teacher fails to notify the Superintendent within fourteen (14) calendar days of the date of the recall notification letter of his/her intent to accept recall (or, in the cases of teachers to whom simultaneous notifications are sent, to agree subject to the decisions of other teachers with higher priorities), said teacher shall forfeit all rights and benefits provided for in this Agreement. Notwithstanding the preceding sentence, a teacher's failure to accept recall to a bargaining unit position which does not provide hours of employment equivalent to those previously held will not cause the teacher to be dropped from the recall list.

(c) A teacher who accepts recall must commence work on the date set forth in the recall notice, unless prevented from doing so by illness, injury or disability from which the teacher is expected to return to work. A teacher who accepts recall shall have restored upon recall all benefits accrued up to June 30 of the school year in which the RIF notice was given (provided that the teacher commences employment in good health). Teachers who are reduced or released pursuant to this Article during the school year and who are subsequently recalled pursuant to this Section 18.4 shall, upon commencing employment after recall, be placed on the next higher step of the applicable salary scale providing that they had taught at least ninety-two (92) days during the year or layoff.

(d) Teachers filling temporary vacancies at the time of issuance of the RIF notice shall have no recall rights pursuant to this Section 18.4. A teacher on leave of absence pursuant to other Articles of this Agreement shall be considered as if he or she were on active duty for purposes of this Article.

XIX. INVOLUNTARY TRANSFERS

19.1 When involuntary teaching transfers are necessary, careful consideration will be given to such attributes as area of competence, major and/or minor field of study, quality of teaching performance and length of service in the employ of the Committee in determining which teacher is transferred. Before the teacher is transferred, the Principal of the school to which the assignment is to be made will be consulted regarding the assignment. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, or his/her designee, at which time the teacher shall be notified of the reasons for his/her transfer. No transfer will result in the reduction in teaching pay, teaching professional status or step, nor increase in workloads beyond the provisions of the Contract in effect at the time of transfer. A notice of transfer will be given to the teachers as soon as practicable and normally not later than June 1.

19.2 When transfers are necessary, qualified volunteers will be transferred first.

19.3 Those being involuntarily transferred or reassigned shall have preference in filling vacancies for which they are qualified over those seeking voluntary transfers.

19.4 If more than one teacher being involuntarily transferred or reassigned applies for the same vacancy, the most senior qualified teacher as defined in this Agreement shall be appointed.

19.5 Except as hereinbefore specifically provided in making transfer assignments, the Superintendent agrees to give due weight to the professional background and attainments of all applicants and their seniority as defined in this Agreement.

19.6 No teacher shall be involuntarily assigned or transferred to teach outside the area of his/her certification and major or minor field of study for more than one (1) period per day without his or her consent.

19.7 No teacher shall be involuntarily transferred or assigned for disciplinary reasons.

19.8 Posted qualifications for vacancies and criteria for selection shall be adhered to by the Superintendent.

XX. VACANCIES

20.1 Vacancies are defined as vacant full and part-time professional positions in the employ of the Committee.

20.2 Notice of all vacancies shall be posted in each school, clearly setting forth the qualifications for the position, duties, and salary ranges. Such qualifications, duties, and salary ranges shall not be changed after having been posted, without prior notice to the Association, nor shall they be written in such a manner as to favor a particular candidate. When school is in session, such notice shall be posted at least fourteen (14) calendar days before the date when applications must be submitted. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designee within the time limit specified in the notice. In filling such vacancies, the Superintendent agrees to give due weight to the professional background and attainment of all applicants and their seniority as defined in this Agreement. Every consideration will be given qualified applicants who are in the employ of the Committee unless, in the judgment of the Superintendent, an outside applicant is clearly better qualified.

20.3 Notification of any vacancies which occur during the summer vacation period shall be forwarded to the President of the Association at least fourteen (14) calendar days prior to the final date of application.

20.4 All appointments will be made without regard to race, religion, national origin, sex, or marital status.

XXI. TEACHER EVALUATION

21.1 Teacher evaluation is a continuing process conducted on both a formal and an informal basis. Teachers will be given a copy of any evaluation report prepared by their Superiors, and will have the right to discuss such reports with their Superiors. A teacher will have the right to write a rebuttal to any evaluation report and to have said rebuttal permanently attached to the original of said report. The teacher will indicate that he/she has seen and received a copy of said evaluation report by affixing his/her signature to the original copy. The signature shall in no way indicate agreement with the contents of the evaluation report, but rather serve as evidence that the teacher has seen the report and been given a copy thereof.

21.2 A teacher may, upon request and by appointment, review and copy the contents of his/her personnel file, except that all confidential references supplied by persons not employed by the Committee will be removed.

21.3 Under normal circumstances, formal evaluation reviews and counseling type evaluations shall be conducted on a one-to-one basis by those directly involved in the evaluation. If more than one Administrator is present, the teacher may have another teacher of his/her choice in attendance.

21.4 The Association recognizes the authority and responsibility of the Superintendent, the Assistant Superintendent, the Principals, and other agents of the Committee for maintaining high quality professional performance by the teachers, including therein the authority and responsibility for disciplining or reprimanding

teachers for delinquency in professional performance. If a member of the Administration requires a teacher to meet with him or her in a scheduled meeting for the imposition of disciplinary action, such teacher shall be entitled to have a representative of the Association present. This entitlement shall not delay the orderly administration of such disciplinary sanction.

21.5 Any complaint about a teacher resulting in an adverse entry in the teacher's personnel file shall be called promptly to the attention of the teacher. The teacher will acknowledge having had the opportunity to review such material by signing the copy to be filed; such signature, however, shall not be deemed to indicate agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent, Assistant Superintendent, or Principal and attached to the file copy. No derogatory information relating to a teacher's conduct, service, character or personality will be placed in such teacher's personnel file unless there is a reason for doing so which is not arbitrary and capricious. The preceding sentence shall not apply to teacher evaluations.

21.6 In addition to the provisions of Section 21.5, no teacher will be formally disciplined (including, but not limited to, being suspended without pay or being given written warning), or reduced in rank or compensation, without just cause. It is agreed, however, that the nonrenewal of a teacher without professional status' appointment is excluded from coverage under this provision.

Please also refer to Appendix C.

XXII. TRAVEL REIMBURSEMENT

A teacher who is required, for the benefit of the School System and with prior approval, to use her or his automobile to travel in the course of her or his employment shall be reimbursed at the IRS rate per mile, together with full reimbursement for all reasonable expenses incurred in the course of such travel. Excluded from such reimbursement is any travel between or among a teacher's residence, the Regional High School, the Regional Junior High School, and/or any of the schools of Marion, Rochester, and Mattapoisett.

XXIII. INSERVICE STUDY CREDIT

The Association and the Committee may establish courses of forty (40) hours duration for three (3) semester hours of academic credit. Approval of such courses will be deemed to satisfy three (3) semester hours of credit for movement from one level of preparation to another level of preparation provided the following conditions are met:

- (a) No more than six (6) semester hours of such credit may be counted toward each movement from one preparation level to another.
- (b) Participants in the study must be present a minimum of eighty percent (80%) of the time and must successfully complete the course.
- (c) Credit for the study shall not be granted unless the requirements are completed on or before September 1 of a given year.
- (d) No more than three (3) credits can be earned in this manner in a given year.

- (e) All courses shall be funded by the Committee up to a maximum of \$2,500 per course, and the remainder (if any) shall be funded on a tuition basis.
- (f) Facilities will be provided by the Committee.
- (g) All study will be conducted on a graduate level or equivalent.
- (h) Credits earned pursuant to this Article may be counted toward movement from one preparation level to another, but may not be counted for supermaximum or tuition reimbursement purposes under Article X.

XXIV. SCHOOL YEAR AND TEACHER HOURS AND LOAD

24.1 The school year for teachers shall be three days more than the 180 days students are required to be in attendance, or 183 days.

24.2 For as long as the Committee maintains the block schedule currently in effect at the high school, academic teachers may not be assigned to more than 20 teaching blocks in an 8-day cycle, and specialist teachers may not be assigned to more than 24 teaching blocks in an 8-day cycle. During each 8-day cycle, all teachers shall be assigned at least 8 blocks for the purpose of preparation (at least one (1) per day) during which they will not be assigned any other duties, except lunch duty, which may be assigned an average of 22 minutes per 8-day cycle for the year or 44 minutes per cycle for one semester. Teachers may also be assigned up to 4 blocks of duty in an 8-day cycle.

In the event that the Committee alters the structure of the educational program, the Committee will bargain with the Association, to the extent required by Mass. General Laws, Chapter 150E, concerning the effect of such restructuring upon teacher work loads or other mandatory subjects of bargaining.

The Old Rochester Regional Junior High School operates on a six-day rotating schedule with each day divided into eight teaching modules. Academic subjects are currently taught in a single module, while special area subjects (Art, Music, Family and Consumer Science, Technology Education, Physical Education and Health) are taught in a block of two modules.

The following teacher work load maximums are established under the premise that the numbers listed herein reflect the number of students for which an educator has assessment responsibility at any given time.

<u>Discipline</u>	<u>Teacher Work Loads (Maximum)</u>		
	Junior High School 6-day cycle	Senior High School 8-day cycle	Blocks Senior HS
English	135	135	20
Mathematics	135	135	20
Social Studies	135	135	20
Science	135	135	20

World Language	170	135	20
Music: Instrumental	110	85	24
Chorus	95	75	
General Music	135	95	
Art	524	280	24
	(262 per semester)	(140 per semester)	
Family & Consumer Science	524	280	24
	(262 per semester)	(140 per semester)	
Tech. Education	524	280	24
	(262 per semester)	(140 per semester)	
Physical Education	524	800	24
	(262 per semester)	(400 per semester)	
Health	262		
Reading	262		
Guidance	275 or fewer	1 counselor	
	276 - 550	2 counselors	
	551 - 825	3 counselors	

High School Physical Education. Whenever the size of a high school physical education class exceeds the teacher-student ratio of 1-35, the district will make every effort to add an assistant or a teacher to help supervise the section.

Junior High School Chorus. Whenever the size of the junior high school chorus class or rehearsal exceeds a teacher-student ratio of 1-90, the district will make every effort to assign an assistant to help supervise the chorus.

24.3 If the Committee maintains the eight (8) period day currently in effect at the Junior High School, teachers will be expected to teach up to and including thirty (30) periods per week.

24.4 Teacher assignments resulting in teacher workloads less than indicated are to be resolved by the Principal. If endorsed by the Principal, the assignment shall continue in effect for the ensuing term or year, whichever is applicable.

24.5 In the assignment of other duties such as study halls and lunch supervision it shall be the objective of the Administration to make such assignments as will tend to equalize overall teacher workloads.

24.6 The work week at Old Rochester Regional High School shall not exceed 35 hours per week plus at least one one-hour or two half-hour makeup sessions and, when deemed necessary by the Administration, no more than four academic meetings and one staff meeting per month which shall not exceed one (1) hour, if required.

Furthermore, it is expected that teachers will be available to fulfill other responsibilities, such as parent-teacher conferences, and the like as long as such requests on their time are kept reasonable.

24.7 Guidance Counselors shall be available evenings and such other times as required. If Guidance Counselors are required to perform duties prior to and after the conclusion of the school year as defined in Section 24.1, counselors will be compensated at the rate of 1/183 of the annual rate per day. Three (3) days prior to the school year and three (3) days after the school year shall be required of the Guidance Counselor; and an additional two (2) days prior to the school year and two (2) days after it may be so required (provided that only those Guidance Counselors deemed necessary for service, as determined by the Superintendent, shall be required for duty for the two (2) days prior to and two (2) days after the conclusion of the school year as defined in Section 24.1). The number of hours per week for Guidance Counselors shall not exceed 36 hours during the normal school year. When performing services as a per diem basis prior to and after the conclusion of the school year as defined in Section 24.1, the number of hours per day shall consist of a minimum of 7-1/4 hours per day.

24.8 Where the Committee employs instructional aides to assist in classroom instruction, such aides shall perform instructional duties under the supervision of a teacher.

24.9 The Committee agrees to make reasonable efforts to hire substitute teachers when teachers are absent.

24.10 Teachers at the Junior High School shall be guaranteed a duty-free lunch period of at least twenty (20) minutes duration per day. Teachers at the High School shall be guaranteed a duty-free lunch per day, equal in length to that of the students.

24.11 Flex Time: The school adjustment counselor, the school psychologist, the speech therapist, and the alternative program teachers at each school may work a flex time schedule. It is understood that a flex time schedule shall not include split shifts and shall be strictly voluntary. A flex time schedule may be worked at the request of administration or at the request of the teacher with the approval of administration.

24.12 Job sharing shall be available to all bargaining unit members. The specifics of the job sharing arrangement shall be determined by the involved bargaining unit members, the Association and the Superintendent and reduced to writing and executed.

24.13 Clerical support for school nurses shall be made available on an as needed basis upon request. Such support shall be provided by those who are appropriately trained in medical confidentiality.

24.14 Preference for the filling of all summer school positions shall be given to bargaining unit members.

24.15: A joint labor-management committee (comprised of an equal amount of members from both labor and management) shall work to evaluate new and old initiatives and make recommendations as needed. The Committee will look at state and federal initiatives, as well as local initiatives, to see how they affect our schools.

24.16: The Committee and the Association agree that notwithstanding extraordinary circumstances, that each school day shall be considered to have equal academic value.

24.17: The Committee and the Association agree to pilot a fixed block schedule for the 2016-17 and 2017-18 school years, where every other day at the High School one period will meet at a fixed, non-rotating time as a

class period at the Junior High School. If both parties agree, the fixed block pilot may not be continued into the 2017-2018 school year. The Committee will make every reasonable effort to ensure that an equitable distribution of learning time will be allocated to each learning period.

24.18 The Committee and the Association agree to form 2 (two) joint labor-management committees one for the high school and one for the junior high school. These two committees will be comprised of an equal distribution of members appointed by the Association and the Committee to explore (1) the efficacy of the fixed block pilot schedule (2) to examine if the allocation of time dedicated to learning at the High School is best organized to meet the learning needs of students at Old Rochester (3) to examine the current schedule at JHS. The work of these committees shall commence in November of 2016 and shall present their findings to the Parties before January 2018.

24.19: The parties have agreed to the following terms for advisories.

A. The goal of Student Advisories is to foster positive social connections between teachers and students, and to foster a positive impact on the culture and community.

B. All full and part-time teachers will lead advisories, unless a part-time teacher's workday makes that impossible.

C. All teachers may be assigned to lead an Advisory. In extenuating circumstances, at the discretion of the building principal or his/ her designee, a teacher may be excused from leading an Advisory.

D. Initial and on-going professional development will be provided to the professional staff to help ensure the success of the Advisor/Advisee program.

E. The school district will provide to all Advisory teachers a clear set of procedures for obtaining support for leading Advisories as well as dealing with sensitive student disclosures that may occur during Advisories.

F. Pre-developed materials and activators for discussion will be provided to advisors to use as a resource. Advisors shall not be required to create lesson plans.

G. A Standing Committee of up to four professional unit members, two (2) from each school, will be created to complete tasks such as curriculum writing and review and analyzed data collection. The ORPEA will be able to select up to four (4) members to be part of the Standing Committee. The Standing Committee will lead a review of the Advisory program on an annual basis. As per Article 8.10, teachers will be paid forty dollars (\$40.00) per hour for committee work.

H. Data Collection and Evaluation of Advisories

a) The administration may collect anonymous student feedback on their experience with Advisories. Students will not be asked to comment on or to identify specific teachers who have led Advisories.

b) The administration will collect data b) teacher feedback on their experience with Advisories.

c) The bargaining unit members of the Standing Committee will be compensated for their time as outlined in section 8.10.

d) Teachers will not be formally observed or evaluated during advisories. Administrators may visit advisories to help determine the effectiveness of the program.

e.) Advisors shall not assess students in their advisories with formative or summative assessments nor shall students receive grades for advisories.

f) Advisories will not extend the school day, and will be held only a weekly basis at the Junior High School for a duration of not more than forty (40) minutes and not more than twice monthly at the High School for a duration not greater than 20 minutes per meeting.

24.20: Common Planning Time

- A. Common Planning Time at the High School will take place during a late start, where the school will utilize a one-hour delay schedule.
- B. There will be a monthly delayed start in the school year. The Superintendent and/or his designee will produce a common planning time schedule and release to the ORPEA President for feedback at least one week prior to the start of school.
- C. Creating reports or minutes of Common Planning Time is understood as being part of the departmental coordinator job responsibilities.
- D. Common Planning Time shall not be used for whole staff meetings, with the exceptions of extenuating circumstances.
- E. Teachers are expected to work collaboratively, with their professional colleagues, on matters related to instruction and assessment.

24.21: Class Size

The Committee and the Association recognize the desirability of achieving optimum teaching/learning conditions by assuring workable class size. Attention to class size will be given to such special situations as laboratory areas, where safety concerns are paramount.

The Committee will ensure that class size does not exceed the following:

- A Lab classes-shall be determined by the number of learning stations in the classroom, in general not greater than 24 students per class.
- B Core Graduation Requirements-26 students per class.
- C Electives-30 students per class. Certain classes in the arts like chorus, band and theater may exceed 30 students per class and a teacher assigned to one of these classes may exceed their caseload, as established in Article 24.2.
- D If any class in the District exceeds the maximum of the class size guidelines, the administration will:
 - a) Look at the existing school schedule to determine if another section has the capacity for the impacts student(s).
 - b) Determine whether or not the School District has the financial resources to fund an additional teaching position;
 - c) If the class size guidelines above are exceeded in any given building or at any particular time, the Principal shall advise the Superintendent that the class size in the particular classroom exceeds the above guidelines. The Superintendent shall thereafter report at the November or March School Committee meeting (whichever may be applicable) in public session, that the class size exceeds the guidelines and the excess number of students in each classroom.
 - d) If the class size guidelines above are exceeded in any given building or at any particular time, the Superintendent shall notify the President of the Association of the particular classroom that exceeds the above guidelines. The impacted teacher may meet with the Superintendent and/or Building Principal to discuss class size.

XXV. STUDENT STATUS FOR CHILDREN OF TEACHERS

Up to ten (10) children of teachers who are not residents of Marion, Mattapoisett or Rochester may at any one time attend the Old Rochester Regional Junior High School and the Old Rochester Regional High School without payment of the basic tuition fee charged to nonresident students.

When an opening occurs, such children shall be selected on a first-come, first-served basis, with date of postmark on the written request governing. Such children shall not be counted under Section 24.1(a). Teachers shall use any available school choice program prior to seeking attendance under this Article.

XXVI. DEPARTMENT COORDINATORS

26.1 Teachers who are appointed by the Superintendent as Department Coordinators during the period September 1, 2020 to August 31, 2022 shall be subject to the following:

(a) Such teachers shall receive in addition to their base compensation paid pursuant to Article VIII, annual stipends at the rates shown in the following tables:

<u>Department Coordinator</u>	<u>Annual Stipend Rate For:</u>		
	*Tier I	*Tier II	*Tier III
English	3,559	3,839	4,159
Mathematics	3,559	3,839	4,159
Science and Technology	3,559	3,839	4,159
Classical & Modern Language	3,559	3,839	4,159
Unified Arts	3,559	3,839	4,159
Student Services	3,559	3,839	4,159
Physical Education	3,559	3,839	4,159
Special Education	3,559	3,839	4,159

*Tier I – no experience, Tier II – two or more years of experience, Tier III- three or more years of experience.

Lead Teacher (no more than 4) 2,500
 JHS Team Leaders (no more than 5) 1,000

(b) A Joint Committee shall be appointed by the Committee and the Association to develop a mutually acceptable evaluation instrument for Department Coordinators.

Number of teachers (full time equivalent) in area(s) for which Department Coordinator is responsible	Department Coordinator Teaching Assignments
Category A: 8 or more	One less teaching assignment than the department
Category B: 5 or more but fewer than 8	The same teaching assignment as the department
Category C: fewer than 5	The same teaching assignment as the department

To the extent that a Department Coordinator teaches below his/her maximum weekly teaching level as set forth above, any "unused such periods may be assigned as supervisory periods instead."

(c) The position of Departmental Lead Teacher (DLT), which shall be stipended at the rate of \$2,500. Said position(s) shall be appointed in those buildings where there is not a Department Coordinator. Additionally, the position of Junior High School Team Leader, which shall be stipended at the rate of \$1,000. There shall be five (5) such positions.

The Committee and the Association agree to establish a joint labor management committee to study the allocation of teaching licenses and their assignment to departments. The committee shall have equal representation from the Parties. The Committee will present their findings to Parties by the end of January of 2020.

XXVII. EXTRACURRICULAR ACTIVITIES AND COMPENSATION

27.1 This Article governs the compensation of teachers who accept appointments by the Superintendent as advisors to extracurricular activities and such compensation for existing activities is set forth in Schedules B, C and D below.

27.2 Senior High School activities such as Literary Magazine, and other activities carry no additional compensation beyond that already paid staff members, except when an activity requires in excess of forty (40) school hours in any one school year. These hours shall be time not covered by the specific hours of the working week described in Section 24.7 of this Agreement. As soon as it becomes apparent that an activity will probably require more than forty (40) hours, the advisor will notify the Principal and they shall determine jointly whether the activity qualifies for payment in the amount of \$300 per activity. Total payment for all activities covered under this Section 27.2 shall not exceed \$1,500 in any academic year.

27.3 Junior High School activities such as Junior Honor Society, Debate Club, Mathematics Club, Mechanics Club, Outing Club, Homemaking Club, Chess Club, Photography Club, Creative Writing Club, Engineers Club, (WGAS, Video Tape, Stage) carry no additional compensation beyond that already paid staff members, except when an activity requires in excess of twenty (20) school hours in any one school year. These hours shall be time not covered by the specific hours of the working week described in Section 24.7 of this Agreement. As soon as it becomes apparent that an activity will probably require more than twenty (20) hours, the advisor will notify the Principal and they shall determine jointly whether the activity qualifies for payment in the amount of \$150 per activity. Total payment for all activities covered under this Section 27.3 shall not exceed \$1,500 in any academic year.

27.4 The salaries for activities compensated for pursuant to this Article and Schedules B, C and D (as appropriate) shall be paid at the conclusion of the activities, with the exception of Drama which shall be paid in equal installments after the Fall and Spring Productions.

XXVIII. COACHES AND COMPENSATION

This Article governs the compensation of teachers who accept appointments by the Superintendent as coaches, and such compensation for existing sports for the period September 1, 2019 through August 31, 2020 is set forth in Schedule E, for September 1, 2020 through August 31, 2021 in Schedule F and September 1, 2021 through August 31, 2022 in Schedule G. Payment will be in two equal installments and will be made during the season for a particular sport. The step on which individual coaches will be placed will be determined according to the number of years of experience the individual has in the particular sport. No experience – Step I; one year experience – Step II; two or more years of experience – Step III – three or more years of experience. Coaches

shall be evaluated seasonally by the Athletic Director. All coaches must pass the state and national coaches' certification tests and be certified in CPR.

Every consideration will be given qualified applicants who are in the employ of the Committee unless, in the judgment of the Superintendent, an outside applicant is clearly better qualified.

XXIX. EFFECT OF AGREEMENT

29.1 This Agreement constitutes the entire agreement between the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by both parties.

29.2 Failure by the Association and/or the Committee in one or more instances to enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision(s).

XXX. PRECEDENCE OF LAWS AND REGULATIONS

In administering all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate substitute provision in compliance with the requirements of such law or regulations. Should any provision of this Agreement thus become invalid, the remainder of this Agreement shall remain in full force and effect for its duration.

XXXI. ELECTRONIC GRADING

Section 31.1 There shall be electronic grading at both the High School and Junior High School. It is agreed and understood that:

- a. Due to varying factors, turnaround time for inputting grades may vary. Except for long-term assignments, grades are generally updated every two weeks.
- b. Types of grades and manner of reporting will be at the discretion of the teacher.
- c. The manner of entering grades will not be used as an evaluative factor.
- d. The agreed upon guidelines will be posted on the website, when a parent clicks on the permission.
- e. The administration will host a minimum of two meetings annually for parents/guardians to explain the grading process in terms of grade categories, multiple teacher sections, and volume of student writing.
- f. Once parents have access to online grades, progress reports will be available online, rather than in paper form. Parents without internet access may request a printed progress report.
- g. In order to improve/modify the online grading process, a standing committee will periodically review the procedure, and any changes will then be bargained through the standard collective bargaining process.
- h. Administrators, teachers, parents, and students will be made aware of the legal limits to granting parent permission.

Section 31.2 Jr. High School Guidelines

- a. Teachers will record all of their assignments in Power Grade.

- b. Assignments will generally be entered every two weeks.
- c. Comments will be included for all children on Report Cards and for all students who have a “C” or below during the mid-term Progress Reports.
- d. The committee will work to help ensure that the Power Teacher Gradebook program is clearly explained to the parents.
- e. Teachers will explain their individual grading methods to parents in their syllabus, which they will make available on Parent Night.
- f. These Guidelines shall be included in the student handbook.

Section 31.3 High School Guidelines for Parents

- a. All grades are a ‘work in progress’ until the verification of term grades.
- b. Each academic level has different expectations and requirements.
- c. Each teacher has different learning expectations and they are often different for each course.
- d. Students can expect a variety of instructional practices, assignments and assessments.
- e. Many high school assignments are long-term and fewer in number than in the junior high school.
- f. As the result of the alternating block schedule, classes meet every other day for 88 minutes.
- g. Due to varying factors, turnaround time for inputting grades may vary. Except for long-term assignments grades are generally updated every two weeks.
- h. If there are questions, please refer first to the class expectations and grading policies of the individual course.
- i. These Guidelines shall be included in the student handbook.

XXXII. DURATION

The provisions of this Agreement will be effective as of September 1, 2019 and will continue and remain in full effect through August 31, 2021 and shall be automatically renewed from year to year unless by November 1, 2021 or November 1 in any successive year, either party notifies the other in writing to terminate this Agreement. Negotiations shall commence not later than the first Thursday in November 2021 in the event that such notice is given.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year shown below.

Old Rochester Professional
Educators Association

Old Rochester Regional
District School Committee

President

Chair

Negotiating Chairperson

Secretary

Date

Date

SCHEDULE A
Teacher Salary Schedule

19-20 SY									
1%-2%	Bach.	Bach+15	Bach+30	Mast.	Mast.+15	Mast.+30	Mast.+45	Mast.+60	Doct.
Step 1	\$49,946	\$52,525	\$54,461	\$56,391	\$58,967	\$60,256	\$62,001	\$63,064	\$64,129
Step 2	\$52,799	\$55,378	\$57,313	\$59,243	\$61,820	\$63,110	\$64,853	\$65,917	\$66,983
Step 3	\$55,654	\$58,233	\$60,168	\$62,099	\$64,676	\$65,963	\$67,708	\$68,771	\$69,838
Step 4	\$58,916	\$61,086	\$63,021	\$64,953	\$67,529	\$68,821	\$70,561	\$71,627	\$72,691
Step 5	\$61,353	\$63,931	\$65,867	\$67,796	\$70,374	\$71,663	\$73,407	\$74,472	\$75,535
Step 6	\$64,205	\$66,783	\$68,721	\$70,649	\$73,226	\$74,517	\$76,260	\$77,324	\$78,388
Step 7	\$67,064	\$69,643	\$71,578	\$73,508	\$76,086	\$77,376	\$79,119	\$80,184	\$81,247
Step 8	\$69,906	\$72,485	\$74,421	\$76,351	\$78,927	\$80,216	\$81,961	\$83,025	\$84,089
Step 9	\$72,762	\$75,341	\$77,279	\$79,208	\$81,785	\$83,076	\$84,817	\$85,883	\$86,946
Step 10	\$77,891	\$80,548	\$82,541	\$84,528	\$87,183	\$88,512	\$90,307	\$91,403	\$92,498
Step 11	\$78,741	\$81,398	\$83,391	\$85,378	\$88,033	\$89,362	\$91,157	\$92,253	\$93,348
Step 12	\$79,591	\$82,248	\$84,241	\$86,228	\$88,883	\$90,212	\$92,007	\$93,103	\$94,198
20-21 SY									
2%-2.5%	Bach.	Bach+15	Bach+30	Mast.	Mast.+15	Mast.+30	Mast.+45	Mast.+60	Doct.
Step 1	\$50,945	\$53,576	\$55,550	\$57,519	\$60,147	\$61,461	\$63,241	\$64,325	\$65,412
Step 2	\$53,855	\$56,485	\$58,459	\$60,428	\$63,056	\$64,372	\$66,150	\$67,236	\$68,322
Step 3	\$56,767	\$59,397	\$61,371	\$63,341	\$65,969	\$67,283	\$69,062	\$70,146	\$71,234
Step 4	\$60,095	\$62,308	\$64,282	\$66,252	\$68,880	\$70,197	\$71,973	\$73,059	\$74,145
Step 5	\$62,580	\$65,210	\$67,185	\$69,152	\$71,782	\$73,096	\$74,876	\$75,961	\$77,045
Step 6	\$65,490	\$68,119	\$70,095	\$72,062	\$74,691	\$76,007	\$77,785	\$78,870	\$79,956
Step 7	\$68,405	\$71,036	\$73,010	\$74,979	\$77,608	\$78,924	\$80,702	\$81,787	\$82,872
Step 8	\$71,304	\$73,935	\$75,909	\$77,878	\$80,506	\$81,821	\$83,600	\$84,685	\$85,771
Step 9	\$74,218	\$76,848	\$78,825	\$80,792	\$83,420	\$84,738	\$86,513	\$87,601	\$88,685
Step 10	\$79,839	\$82,562	\$84,605	\$86,641	\$89,363	\$90,725	\$92,565	\$93,689	\$94,811
Step 11	\$80,689	\$83,412	\$85,455	\$87,491	\$90,213	\$91,575	\$93,415	\$94,539	\$95,661
Step 12	\$81,539	\$84,262	\$86,305	\$88,341	\$91,063	\$92,425	\$94,265	\$95,389	\$96,511
21-22 SY									
2%-2.5%	Bach.	Bach+15	Bach+30	Mast.	Mast.+15	Mast.+30	Mast.+45	Mast.+60	Doct.
Step 1	\$51,964	\$54,647	\$56,661	\$58,669	\$61,350	\$62,691	\$64,506	\$65,612	\$66,720
Step 2	\$54,932	\$57,615	\$59,628	\$61,637	\$64,317	\$65,660	\$67,473	\$68,580	\$69,689
Step 3	\$57,902	\$60,585	\$62,599	\$64,608	\$67,289	\$68,628	\$70,443	\$71,549	\$72,659
Step 4	\$61,297	\$63,554	\$65,567	\$67,577	\$70,258	\$71,601	\$73,412	\$74,521	\$75,628
Step 5	\$63,832	\$66,514	\$68,528	\$70,535	\$73,217	\$74,558	\$76,373	\$77,480	\$78,586
Step 6	\$66,799	\$69,481	\$71,497	\$73,503	\$76,185	\$77,527	\$79,341	\$80,448	\$81,555
Step 7	\$69,773	\$72,457	\$74,470	\$76,478	\$79,160	\$80,502	\$82,316	\$83,423	\$84,529
Step 8	\$72,730	\$75,414	\$77,427	\$79,435	\$82,116	\$83,457	\$85,272	\$86,379	\$87,486
Step 9	\$75,702	\$78,385	\$80,401	\$82,408	\$85,089	\$86,432	\$88,243	\$89,353	\$90,459
Step 10	\$81,835	\$84,626	\$86,720	\$88,807	\$91,597	\$92,993	\$94,879	\$96,031	\$97,181
Step 11	\$82,685	\$85,476	\$87,570	\$89,657	\$92,447	\$93,843	\$95,729	\$96,881	\$98,031
Step 12	\$83,535	\$86,326	\$88,420	\$90,507	\$93,297	\$94,693	\$96,579	\$97,731	\$98,881

Step 11 of Schedule A shall be \$850 higher than step 10 and step 12 of Schedule A shall be \$850 higher than Step 11. Neither Step 11 or Step 12 shall be subject to the application of the across the board percentage. The value of such steps shall be negotiated separately as part of the negotiations of successor agreements. In order for a bargaining unit member to move from step 10 to step 11 he/she must take a graduate level course approved in advance by the Superintendent. In order to move from step 11 to step 12 a bargaining unit member must take an additional graduate level course approved in advance by the Superintendent. In order to remain on step 12, a bargaining unit member must take an additional graduate level course approved by the Superintendent every two years. A Nurse with a Masters Degree will move to BA 30 in year 2 and Masters in year 3. Also the district agrees to write a job description for the nursing positions.

SCHEDULE B, C & D- Extracurricular Compensation

		Schedule B	Schedule C	Schedule D
		Year 1	Year 2	Year 3
		19-20	20-21	21-22
Senior High School	# of People	2%	2%	2%
Class Advisors:				
Senior	1	\$ 2,936	\$ 2,994	\$ 3,054
	2	\$ 1,714	\$ 1,748	\$ 1,783
Junior	1	\$ 2,288	\$ 2,334	\$ 2,380
	2	\$ 1,591	\$ 1,623	\$ 1,655
Sophomore	1	\$ 1,222	\$ 1,246	\$ 1,271
Freshmen	1	\$ 1,222	\$ 1,246	\$ 1,271
		\$ 7,667	\$ 7,821	\$ 7,977
American Field Service	1	\$ 2,288	\$ 2,334	\$ 2,380
Drama Club	1	\$ 2,755	\$ 2,810	\$ 2,866
Drama Production		\$ 1,222	\$ 1,246	\$ 1,271
or musical		\$ 1,222	\$ 1,246	\$ 1,271
Choreographer		\$ 696	\$ 710	\$ 724
Max.		\$ 5,895	\$ 6,012	\$ 6,133
Pep Band Director	1	\$ 1,898	\$ 1,936	\$ 1,975
Community Service Learning Advisor	1	\$ 1,740	\$ 1,775	\$ 1,810
Math Team	1	\$ 2,693	\$ 2,747	\$ 2,802
Jazz Band	1	\$ 2,887	\$ 2,944	\$ 3,003
Debate Team	1	\$ 2,693	\$ 2,747	\$ 2,802
Musical Conductor	1	\$ 978	\$ 998	\$ 1,018
National Honor Society	1	\$ 1,688	\$ 1,722	\$ 1,756
Newspaper	1	\$ 2,082	\$ 2,123	\$ 2,166
Science Fair	1	\$ 846	\$ 862	\$ 880
Student Government	1	\$ 2,108	\$ 2,151	\$ 2,194
WORR - TV Club	1	\$ 1,835	\$ 1,872	\$ 1,909
Yearbook	1	\$ 2,694	\$ 2,748	\$ 2,803
Chess	1	\$ 1,223	\$ 1,247	\$ 1,272
Science Fiction Club	1	\$ 1,223	\$ 1,247	\$ 1,272
Comptroller	1	\$ 2,694	\$ 2,748	\$ 2,803
Rhythm Section Specialist	1	\$ 2,463	\$ 2,513	\$ 2,563
Environmental Club	1	\$ 1,206	\$ 1,230	\$ 1,254
Geek Club	1	\$ 1,375	\$ 1,402	\$ 1,431
Gay/Straight Alliance	1	\$ 1,640	\$ 1,673	\$ 1,706
Science Club	1	\$ 1,136	\$ 1,159	\$ 1,182
Mock Trial	1	\$ 1,136	\$ 1,159	\$ 1,182
Other Activities (for a minimum of 40 hours)		\$ 696	\$ 710	\$ 724
Junior High School				
Comptroller	1	\$ 2,539	\$ 2,590	\$ 2,641
Drama Club	1 (limit 2 productions)	\$ 1,277	\$ 1,303	\$ 1,329
Gender, Sexuality Alliance		\$ 1,640	\$ 1,673	\$ 1,706
Student Affairs	1	\$ 1,217	\$ 1,241	\$ 1,266
Newspaper	1	\$ 1,796	\$ 1,832	\$ 1,869
Yearbook	1	\$ 2,491	\$ 2,541	\$ 2,591
Jazz Band	1	\$ 2,240	\$ 2,285	\$ 2,330
Other Activities (for a minimum of 20 hours)		\$ 350	\$ 357	\$ 364

SCHEDULE E, F and G- Athletic Compensation

	Schedule E			Schedule F			Schedule G		
	Year 1 - 2019-2020			Year 2 - 2020-2021			Year 3 - 2021-2022 SY		
	2%			2%			2%		
	Step I	Step II	Step III	Step I	Step II	Step III	Step I	Step II	Step III
Football									
Head Coach	\$ 6,335	\$ 7,241	\$ 9,293	\$ 6,462	\$ 7,386	\$ 9,479	\$ 6,591	\$ 7,534	\$ 9,669
Backfield Coach	\$ 4,080	\$ 4,698	\$ 6,166	\$ 4,162	\$ 4,792	\$ 6,289	\$ 4,245	\$ 4,888	\$ 6,415
Line Coach	\$ 4,080	\$ 4,698	\$ 6,166	\$ 4,162	\$ 4,792	\$ 6,289	\$ 4,245	\$ 4,888	\$ 6,415
Freshmen Coach	\$ 4,080	\$ 4,698	\$ 6,166	\$ 4,162	\$ 4,792	\$ 6,289	\$ 4,245	\$ 4,888	\$ 6,415
Basketball									
Head Coach	\$ 4,728	\$ 5,399	\$ 7,021	\$ 4,822	\$ 5,507	\$ 7,161	\$ 4,918.70	\$ 5,616.97	\$ 7,304.29
JV Coach	\$ 3,292	\$ 3,787	\$ 4,800	\$ 3,357	\$ 3,863	\$ 4,896	\$ 3,424.52	\$ 3,940.27	\$ 4,994.04
Freshmen Coach	\$ 3,292	\$ 3,787	\$ 4,800	\$ 3,357	\$ 3,863	\$ 4,896	\$ 3,424.52	\$ 3,940.27	\$ 4,994.04
Ice Hockey									
Head Coach	\$ 4,183	\$ 4,780	\$ 6,093	\$ 4,267	\$ 4,875	\$ 6,215	\$ 4,352	\$ 4,973	\$ 6,340
Assistant Coach	\$ 2,927	\$ 3,347	\$ 4,268	\$ 2,986	\$ 3,414	\$ 4,353	\$ 3,046	\$ 3,482	\$ 4,440
Soccer, Field Hockey, Volleyball, Baseball, Softball, Track, Swimming, Lacrosse									
Head Coach	\$ 3,791	\$ 4,380	\$ 5,575	\$ 3,867	\$ 4,467	\$ 5,687	\$ 3,945	\$ 4,557	\$ 5,801
JV Coach	\$ 2,642	\$ 3,049	\$ 3,858	\$ 2,695	\$ 3,110	\$ 3,935	\$ 2,749	\$ 3,172	\$ 4,013
Golf, Cross Country, Tennis, Gymnastics, Sailing									
Head Coach	\$ 2,917	\$ 3,329	\$ 4,247	\$ 2,976	\$ 3,396	\$ 4,332	\$ 3,035	\$ 3,464	\$ 4,419
Assistant Coach	\$ 1,996	\$ 2,278	\$ 2,914	\$ 2,036	\$ 2,323	\$ 2,972	\$ 2,077	\$ 2,370	\$ 3,032
Cheerleading									
Football	\$ 1,742	\$ 1,987	\$ 2,537	\$ 1,777	\$ 2,027	\$ 2,587	\$ 1,813	\$ 2,067	\$ 2,639
Basketball	\$ 1,742	\$ 1,987	\$ 2,537	\$ 1,777	\$ 2,027	\$ 2,587	\$ 1,813	\$ 2,067	\$ 2,639
Ice Hockey	\$ 1,742	\$ 1,987	\$ 2,537	\$ 1,777	\$ 2,027	\$ 2,587	\$ 1,813	\$ 2,067	\$ 2,639
Intramural Director									
Intramural Director	\$ 1,513	\$ 1,731	\$ 2,207	\$ 1,543	\$ 1,766	\$ 2,251	\$ 1,574	\$ 1,801	\$ 2,296
Dance Team (Fall & Spring)									
Dance Team (Fall & Spring)	\$ 1,008	\$ 1,008	\$ 1,008	\$ 1,028	\$ 1,028	\$ 1,028	\$ 1,048	\$ 1,048	\$ 1,048
	Intramurals:		\$ 21.82	Intramurals:		\$ 22.25	Intramurals:		\$ 22.70

Appendix A. APPENDIX A
Memorandum of Understanding Between
THE OLD ROCHESTER PROFESSIONAL EDUCATOR'S ASSOCIATION
and
THE OLD ROCHESTER REGIONAL DISTRICT SCHOOL COMMITTEE

In order to provide an incentive for retirement for those teachers who so desire, the Association and the School Committee hereby agree upon an early retirement incentive plan ("ERIP") having the following elements:

1. A teacher eligible for the ERIP shall have been continuously employed as a full-time teacher in the employ of the Committee for not less than eleven (11) school years as of June 30, 2019-2020, 2020-2021 and 2021-2022, and be in a full-time paid status for six or more months as of June 30 on an approved leave during academic year 2019-2020, 2020-2021 and 2021-2022. Continuous employment pursuant to the preceding sentence shall not be broken by an unpaid leave of absence, but the period(s) of such leave(s) shall not be included in calculating the teacher's length of employment.
2. If a teacher eligible for the ERIP submits irrevocable notice of her or his desire to resign or retire pursuant to the Massachusetts Teachers' Retirement System (M.G.L. c.32), to be effective on June 30, 2020, 2021, 2022 respectively and so resigns or retires, she or he shall receive severance payments as provided in the following paragraph. Such notice must be submitted to the Superintendent on or before April 30, 2019, 2020, 2021 respectively in writing on a form provided by the Superintendent, and shall be irrevocable when so submitted. Teachers giving such notice must resign or retire from the Old Rochester Regional School District on June 30, 2020, 2021, 2022 unless their proposal to resign or retire is not accepted by the School Committee as provided in paragraph 4 below, in which case the notice that the teacher has not been chosen will automatically cause the withdrawal of the resignation/retirement notice.
3. The total payment to be made pursuant to the preceding paragraph will be calculated and paid as follows:
 - a. A teacher who has completed eleven (11) years in the employ of the Committee will be eligible for \$5,000.

Such payments will be reduced by all deductions required by law and any unemployment benefits paid, to be paid, or chargeable to the recipient during the period June 30, 2020, 2021, 2022, through June 30, 2020, 2021, 2022.

4. In order to qualify for the ERIP, an eligible teacher must submit the notice described in paragraph 2 above to the Superintendent in compliance with the following guidelines. Notices should be hand-delivered to the School Committee secretary so that time and date of submission may be recorded. In the event that one or two eligible teachers give such notice of their desire to resign or retire by April 30, 2019, 2020 or 2021 respectively such teacher(s) shall be selected for resignation or retirement pursuant to the ERIP and will thereby receive the severance pay benefit described above. In the event that there are more than two eligible teachers who so give such notice, two such teachers shall be selected by seniority for the ERIP. In the case of identical seniority, a lottery will be used. The School Committee, within its sole discretion, may decide to select additional teachers for the ERIP, in which event it shall select additional teachers in order of their placement in the aforementioned lottery. The

Committee shall notify the teachers who have requested inclusion in the ERIP as to whether they were chosen on or before May 15, 2019, 2020 or 2021.

5. This plan will be for the school years 2019-2020, 2020-2021, 2021-2022.

OLD ROCHESTER PROFESSIONAL
EDUCATORS' ASSOCIATION

OLD ROCHESTER REGIONAL
DISTRICT SCHOOL COMMITTEE

By _____

By _____

Date _____

Date _____

APPENDIX B

Dear Superintendent:

With this letter I give notice that I desire to resign or to retire pursuant to the Massachusetts Teachers' Retirement System (M.G.L. c.32), to be effective June 30, _____, contingent on my being chosen for the Early Retirement Incentive Plan detailed in the Memorandum of Understanding between the Old Rochester Regional Professional Educators Association and the Old Rochester Regional District School Committee, a copy of which is attached. I understand that, subject to such contingency, this notice is irrevocable.

Sincerely,

Signature _____

Type Name _____

Date _____

APPENDIX C – Teacher Evaluation

1) Purpose of Educator Evaluation

- A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. 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 educators 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, artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
 - E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre- and post- unit and course assessments, and capstone projects. Which will be locally negotiated at a later date when the DESE establishes clarifying language. See Section 22.
 - F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
 - G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
-

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or from the effective date of hire or new assignment to the end of the school year for an Educator without Professional Teacher Status (PTS); or, at the discretion of the Evaluator, for an Educator with PTS in a new assignment. A new assignment shall be defined as the first year working under a different Educator's license.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of no fewer than 90 school days and no more than one school year for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 90 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has responsibility for observation and evaluation. Evaluators will be either administrators or teachers, who are assigned to the same school as the Educator. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Evaluators shall be evaluated pursuant to 603 CMR 35.00 and such other standards as may be established. Each Educator will have one Evaluator at any one time 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 determining performance ratings and evaluation.
- i) **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 predominant assignment, the superintendent and the Association will determine who the primary Evaluator will be.
 - ii) **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.
 - iii) Educators will develop their goals in conjunction with their departmental coordinator and the Evaluator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan Development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An Educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan, consistent with the SMART Goals framework. 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 individual, or team goals. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
- Q) ***Measurable:** That which can be determined in relation to an established scale or rubric.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.
- S) ***Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) at least twenty (20) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work.—An observation shall occur in person.—All observations will be done openly and with knowledge of the Educator.—The Evaluator shall inform the Educator at the beginning of the visit if she or he is performing an observation. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The Association and the Committee are the parties to this agreement
- U) **Peer Review Board:** This board will be comprised of five representative (eg. departmental, team) bargaining unit members who be appointed by the Association to review the summative rating of teachers on improvement plans.
- 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 Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language.
- Z) **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)
- AA) ***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 consist 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
- BB) ***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.
- CC) ***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. The superintendent shall be evaluated by the school committee pursuant to 603 CMR 35.00 and such other standards as may be established by the school committee.

- DD) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) ***Trends in student learning:** At least three (3) consecutive years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator, development of which shall be negotiated by the parties:

- A) Multiple measures of student learning, growth, and achievement, when available, 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) Two-three district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores or MCAS alternative assessment data, if applicable, in which case at least three (3) years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and-achievement set by the district. The measures set by the district shall be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including;
 - i) Unannounced observations-
 - ii) Announced observation(s)-
 - iii) Examination of Educator provided work products.
 - iv) Examination of provided student work samples.
- C) Other Evidence relevant to one or more Performance Standards and Goals, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s); and

- iv) Student Feedback – see # 23 below
- v) Rubric

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

4) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent and subject to input from the workgroup shall determine the schedule, type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within 45 school days of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and subject to input from the workgroup.
- C) All mandatory training or learning activities shall occur during the contractual work day.

5) 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 District and School goals and priorities, listings of professional development opportunities, and data needed to complete the self-assessment and propose the goals.
 - iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided and employees may print or copy them using district machines.
 - iv) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting.

6) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of his/her employment at the district.
 - 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 evaluation rubric.
- (c) Proposed goals to pursue as described below.
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators should 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 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 propose 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. Team goals may be used.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams. 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 that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined-Pursuant to #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus or outside contracted hours.

- 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, team goals or subject matter goals.
 - iv) The Educator will make the Evaluator aware of any specific individual learning circumstances as they arise throughout the year.
- D) The Evaluator completes the Educator Plan by November 1st or within eight (8) weeks of the start of an assignment. The Educator shall sign and date the Educator Plan within 10 school days of its receipt. The Educator may include a written response within 10 school days, which shall be attached to the plan. The Educator's signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

Evaluation Cycle: Observation of Practice Teachers will be observed by their Evaluators a minimum number of times per Educator Plan cycle as follows:

<u>Educator Plan</u>	<u>Unannounced Observations</u>	<u>Announced Observations</u>
<u>Two-Year Self-Directed Plan</u>	<u>1</u>	<u>1</u>
<u>One-Year Self-Directed Plan</u>	<u>1</u>	<u>1</u>
<u>Directed Plan</u>	<u>3</u>	<u>2</u>
<u>Improvement Plan</u>	<u>4</u>	<u>2</u>
<u>Developing Educator Plan</u>	<u>4</u>	<u>2</u>

Receiving more than the prescribed minimum number of observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

8) Observations

The Evaluator's first observation of the Educator shall take place between September 15 and November 15 or within eight (8) weeks of hire or transfer. Observations required by the Educator Plan shall be completed by May 15th or as adjusted by cancelled school days. The Evaluator may conduct additional observations after this date, provided there is mutual agreement between the Educator and Evaluator.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible. The parties agree that individual teaching styles vary and not all of the indicators on the rubric may be observed during any one class or lesson.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom or worksite visitations.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person during their post conference and should be composed on the Observation Report Form. The Educator shall sign and date the Observation Report Form within five (5) school days of its receipt. The Educator's signature does not indicate agreement or disagreement with its contents. The Educator may include a written response within 10 school days, which shall be attached to the report.

- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 25 school days.
- iv) No other observations may take place until the day after the feedback has been provided. The Educator and administrator are encouraged to have conversations on feedback.

B) Announced Observations

i)-Announced observations shall be no less than 40 minutes in the High School and 30 minutes in the Junior High School in duration and conducted according to the following:

- i) The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation at time determined at the pre-conference.
- ii) Within ten (10) school days of the scheduled observation at the pre evaluation meeting, the Evaluator and Educator shall meet for a pre-observation conference.
 - (a) 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.
 - (b) 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 in collaboration with the Educator as soon as reasonably practical.
 - (c) In the event that an observation is cancelled, the Educator may request another pre-conference prior to the observation.
- iii) Within ten (10) 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.
- iv) 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:
 - (a) Describe the basis and provide evidence for the Evaluator's judgment.
 - (b) Describe actions the Educator should take to improve his/her performance.
 - (c) Identify support and/or resources the Educator may use in his/her improvement.
 - (d) State that the Educator is responsible for addressing the need for improvement.
- v) **Walkthroughs** are intended to gauge overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than ten minutes. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system and do not result in feedback to individual educators, therefore notes will not be taken. A walkthrough can be announced or unannounced. There are not limits on the number of walkthroughs that can be conducted, provided that all Educators in a school shall have a similar number of such visits. Walkthroughs are not evaluative.
- vi) **Learning Walks** are a very structured method of gathering evidence of progress against a clearly defined issue, and planning ways forward. They are traditionally used to gather evidence about the quality of learning and teaching. What sets the Learning Walk apart is its collaborative nature.

Learning Walks are carried out by a team of people who together define or refine the issue, design the best way to gather evidence, constantly refine the tools used and collectively use the evidence gathered to identify areas for development. The team members are carefully chosen to reflect the needs of the project and can consist of representatives of all the stakeholders involved. Evidence is usually gathered from short, focused lesson observations, interviews and a shared understanding of policies, procedures and practices underpinning the area of inquiry. Learning walks are not evaluative.

9) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice or Educator goals or both.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) At a meeting no less than two weeks before the due date for the Formative Assessment report, which due date shall be collaboratively agreed upon by the Evaluator and 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) The Evaluator and the Educator will meet within ten (10) school days before and/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 and dated by the Evaluator.
- G) The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report or the Formative Assessment meeting(s), whichever is later. The Educator's reply shall be attached to the report.
- H) The Educator shall sign and date the Formative Assessment report-within ten (10) school days of receiving the report. 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.

- K) After the formative assessment and upon request of the Educator, another trained supervisor, chosen by mutual agreement between the educator and the Superintendent or his/her designee shall be assigned to perform an announced observation to be used as evidence in the Educator's summative evaluation.
 - i) Educators may collect evidence in either an electronic or print format.
 - ii) Evidence submitted to the Evaluator does not need to be annotated, but should be organized in a systematic manner.
 - iii) A single piece of evidence may meet multiple Standards and Indicators.
 - iv) The district will work with the Association to provide a model collection of evidence for the Educator as an exemplar.
 - v) The District will provide the material resources necessary for the collection of evidence.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be collaboratively agreed upon by the Educator and Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may 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.
- E) The Evaluator and the Educator will meet within ten (10) school days before and/or after completion of the Formative Evaluation Report. In the event that an Educator cannot be reached in person, certified mail may be used to deliver the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report or the Formative Assessment meeting(s), whichever is later. The Educator's reply shall be attached to the report.
- G) The Educator shall sign and date the Formative Evaluation report within ten (10) school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator in collaboration with the Educator 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.

- J) After the formative evaluation and upon request of the Educator, another trained supervisor, chosen by mutual agreement between the Educator and the Superintendent or his/her designee shall be assigned to perform an announced observation to be used as evidence in the Educator's summative evaluation.

11) Evaluation Cycle: Summative Evaluation-

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one- or two-year Educator Plan, the summative report must be written and provided to the Educator by May 15th or as adjusted by cancelled school days.
- 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) In determining the overall rating, the Evaluator shall give equal weight to the standards and attainment of goals.
- D) For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating.
- E) The summative evaluation rating must be based on evidence from no fewer than three categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than two 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) If the Educator is rated as proficient the Evaluator and the Educator will mutually develop a specific plan to enable the Educator to be advanced in their next evaluation cycle.
- I) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- J) The Evaluator shall deliver a signed and dated copy of the Summative Evaluation report to the Educator by hand no later than May 15th or as adjusted by school cancellations.
- K) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st
- L) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th
- M) 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.

- N) The Educator shall sign and date the final Summative Evaluation report by June 15th or the last day of school. The signature does not indicate agreement or disagreement with its contents.
- O) The Educator shall have the right to respond in writing to the summative evaluation within 10 school days of receipt, which shall become part of the final Summative Evaluation report.
- P) A copy of the signed and dated final Summative Evaluation report shall be filed in the Educator's personnel file.

12) 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 of 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, confidential peer observations, and implementing new programs.
 - iv) Upon the request of the Educator, the Evaluator will meet with the Educator to discuss the summative rating, where the evaluator will provide specific feedback on what is needed for an Educator rated proficient to be exemplary in all areas where he/she was deemed to be proficient.
- 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. These activities shall be paid for by the District, and shall take place within the contractual workday.

13) 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.

14) Educator Plans: Self-Directed Growth Plan

- A) A two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after the date determined by DESE whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A one-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after the date determined by DESE whose impact on student learning is low.

In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

15) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- F) After the mid-year formative assessment, if the Educator receives a rating of either unsatisfactory or needs improvement the Peer Review Board will be enacted.

16) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
 - B) An Educator must be on a Director Growth Plan for a minimum of 90 days before they can be placed on an Improvement Plan.
 - C) 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 90 schools days_and no more than one school year.
 - D) The Evaluator must complete a summative evaluation for the Educator within 10 school days of the plan's completion date.
 - E) An Educator on an Improvement Plan shall be assigned an Evaluator_who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
 - F) 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.
 - G) 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 Association attend the meeting(s).
 - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
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- H) 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 and resources that the district will provide 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) and be modeled on the formative assessment language.
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and, at the request of the Educator, a mutually agreed upon Peer Assistant to provide technical assistance, information, and/or modeling of techniques, as required to meet the needs and goals specified in the Improvement Plan; and,
 - vii) Include the signatures and dates of the Educator and Evaluator.
 - viii) If there is no agreement on the contents of the plan, the Educator, with Association representation if desired, may submit the issue to the Superintendent for approval.
- I) A copy of the signed Plan shall be provided to the Educator. The signature does not indicate agreement or disagreement with its contents. The Educator shall have the right to respond in writing to the plan within 10 school days, which shall be attached to the plan.
- J) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator can recommend to the superintendent that the Educator be dismissed.

17) Timelines (Dates in italics are provided as guidance)

A) **Educators on One-Year Plans**

Activity:	Completed By:
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Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>Before the start of school with students</i>
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator <u>authorizes</u> Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>January 22</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 8</i>
Evaluator holds Formative Assessment Meetings	<i>February 22</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or <u>two</u> weeks prior to Summative Evaluation Report date established by evaluator	<i>May 15*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Educator signs and dates Summative Evaluation Report	10 days after receiving Summative Evaluation
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10

B) Educators with PTS on Two Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and Educators to explain evaluation process	<i>Before the start of school with students</i>

Evaluator meets with first-year Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1 of year 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 of year 1
Evaluator <u>authorizes</u> Educator Plans	November 1 of year 1
<u>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)</u> <u>* or two weeks before Formative Evaluation Report date established by Evaluator</u>	<u>May 1 of year 1 *</u>
Evaluator completes Formative Evaluation Report	<u>May 15 of Year 1</u>
Evaluator conducts Formative Evaluation Meeting	<u>June 1 of Year 1</u>
<u>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)</u> <u>* or two weeks before Summative Evaluation Report date established by Evaluator</u>	<u>May 1 of year 2 *</u>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Educator signs and dates Summative Evaluation Report	10 days after receiving Summative Evaluation
Evaluator conducts Summative Evaluation Meeting	June 10 of Year 2

C) 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.

18) Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating Educator impact on student learning growth based on state and district-determined measures of student learning by the dates determined by DESE. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter. Until such measures are available, an Educator's impact rating will not be given.

19) Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by the dates determined by DESE. Upon receiving this model contract language, direction and

guidance, the parties agree to bargain with respect to this matter, including the instrument(s), protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

20) Using Staff feedback in Administrator Evaluation

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

21) Transition from Existing Evaluation System

A) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educator's department who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

22) General Provisions

- A) Only the following that are licensed may serve as evaluators of Educators: administrators.
- 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. 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 ensure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. An Association Representative shall attend any such meeting at the discretion of the Educator.
- 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, as well as discuss other parts of this evaluation noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for negotiations and ratification.
- F) The parties agree to establish a joint labor-management committee to negotiate District Determined Measures during the 2013-14 school year.
- G) Violations of this article are subject to the grievance and arbitration procedures.
- H) The parties agree for the 2013-14 and 2014-15 school years to only assess Educators on the following elements:
 - a. Standard I: Curriculum, Planning, and Assessment

- i. Subject Matter Knowledge
 - ii. Well-Structured Lessons
 - iii. Variety of Assessment Methods
 - iv. Adjustment to Practice
 - b. Standard II: Teaching all Students
 - i. Student Engagement
 - ii. Meeting Diverse Needs
 - c. Standard III: Family and Community Engagement
 - i. Two-Way Communication
 - d. Standard IV: Professional Culture
 - i. Professional Collaboration
- l) During the 2014-15 School year a joint labor-management committee will be established to reassess all Standards, Indicators, and Elements.

Forms Overview

- **Educator Tracking Sheet.** This form is intended to be used to track the completion of each step throughout the Educator's evaluation process. It will be completed by the Educator in conjunction with his/her primary (and possibly supervising) evaluator.
- **Self-Assessment Form.** This form is intended to be used in support of Step 1: Self-Assessment, the Educator's initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the Educator to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Goal Setting Form.** This form is intended to be used in support of Step 1: Self-Assessment **and** Step 2: Goal Setting and Plan Development. Individuals and teams may use this form to propose goals (a minimum of one student learning goal and one professional practice goal). The form should initially be submitted with the Self-Assessment Form with the box "Proposed Goals" checked. If the goals are approved as written, the Evaluator will check the box "Final Goals" and include a copy of the form with the **Educator Plan Form**. If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten. If the form is redone, the new form should have the box "Final Goals" checked and should then be attached to the **Educator Plan Form**. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Educator Plan Form.** This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the Educator for a *Self-Directed Growth Plan*, by the Educator and the Evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the Evaluator for an *Improvement Plan*. Completion and/or submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Evaluator Record of Evidence Form.** This form is intended to be used by the Evaluator in gathering evidence of an Educator's practice during Step 3: Implementation of the Plan. It will be completed by the Evaluator and may be reviewed by the Educator at any time.
- **Educator Collection of Evidence Form.** This form is intended to be used to support the Educator in collecting evidence of his/her practice. It will be completed by the Educator and shared with the Evaluator prior to Formative Assessment/Evaluation and Summative
- **Formative Assessment Report Form.** This form is intended to be used in support of an Educator's formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Formative Evaluation Report Form.** This form is intended to be used in support of an Educator's formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Educator Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering *feedback for*

improvement (evaluators are encouraged to provide comments even if there is no change to ensure that Educators have a clear sense of their progress and performance and receive feedback for improvement). Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

- **Summative Evaluation Report Form.** This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Educator Plans. It will be completed by the evaluator. The Evaluator must complete all sections, which are: "Attainment of Student Learning Goal(s)," "Attainment of Professional Practice Goal(s)," "Rating on each Standard," "Overall Performance Rating," and "Plan Moving Forward." Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering *feedback for improvement*. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Educator Response Form.** This form is intended to be used in support of the Educator, should he/she want to have a formal response to any part of the evaluation process kept on record. It will be completed by the Educator; the Evaluator will sign to acknowledge receipt. If the form is submitted in response to the Formative Assessment/Evaluation or to the Summative Evaluation, receipt of the response will also be noted and initialed on the **Educator Tracking Sheet**.
- **Unannounced Observation Feedback Form.** This form is intended to be used by the Evaluator during and after unannounced observations.
- **Announced Observation Feedback Form.** This form is intended to be used by the Evaluator during and after announced observations

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Educator Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan

Plan Duration: 2-Year One-Year Less than a year _____

Evaluation Step	Date(s)	Educator Initials	Evaluator(s) Initials
Self-Assessment received by Evaluator			
Educator Plan development completed			
<input type="checkbox"/> Formative Assessment conference, if any ¹ <input type="checkbox"/> Formative Evaluation conference, if any ²			
<input type="checkbox"/> Formative Assessment Report completed <input type="checkbox"/> Formative Evaluation Report completed ³			
Educator response, if any, received by evaluator ⁴			
Summative Evaluation conference, if any			
Summative Evaluation Report completed			
Educator response, if any, received by evaluator			

¹ As per the Massachusetts Model System for Educator Evaluation Contract Language, evaluation conferences are required for ratings of Needs Improvement and Unsatisfactory but conferences may be requested by either the educator or Evaluator for any Educator Plan. The conference may occur before or after the Report is completed; the sequence in the above table does not denote required chronological order.

² Formative Evaluation only occurs at the end of the first year of a **two-year Self-Directed Growth Plan**.

³ The educator’s formative evaluation rating at the end of the first year of the two-year cycle shall be the same as the previous summative rating unless evidence demonstrates a significant change in performance. In such a case, the rating on the formative evaluation may change. Assigning ratings is optional during Formative Assessment.

⁴ An educator may provide written comments to the Evaluator at any time using the Educator Response Form but 603 CMR 35.06 ensures that educators have an opportunity to respond to the Formative Assessment, Formative Evaluation, and Summative Evaluation in writing.

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Part 1: Analysis of Student Learning, Growth, and Achievement

Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.

[603 CMR 35.06 \(2\)\(a\)1](#)

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Educator—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or Elements, or span multiple Indicators or Elements within or across Standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals.

[603 CMR 35.06 \(2\)\(a\)2](#)

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

* The evaluator's signature indicates that he or she has received a copy of the self-assessment form and the goal setting form with proposed goals. It does not denote approval of the goals.

Goal Setting Form

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Check all that apply⁵: Proposed Goals Final Goals Date: _____

A minimum of one student learning goal and one professional practice goal are required. **Team goals must be considered** per [603 CMR 35.06\(3\)\(b\)](#). Attach pages as needed for additional goals or revisions made to proposed goals during the development of the Educator Plan.

Student Learning SMART Goal <i>Check whether goal is individual or team; write team name if applicable.</i>	Professional Practice SMART Goal <i>Check whether goal is individual or team; write team name if applicable.</i>
<input type="checkbox"/> Individual <input type="checkbox"/> Team: _____	<input type="checkbox"/> Individual <input type="checkbox"/> Team: _____

SMART: S=Specific and Strategic; M=Measurable; A=Action Oriented;
 R=Rigorous, Realistic, and Results-Focused; T=Timed and Tracked

⁵ If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Educator Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan*

Plan Duration: 2-Year One-Year Less than a year _____

Start Date: _____ End Date: _____

Goal Setting Form with final goals is attached to the Educator Plan.

Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice). Attach additional pages as necessary.

<p style="text-align: center;">Student Learning Goal(s): Planned Activities <i>Describe actions the educator will take to attain the student learning goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i></p>		
Action	Supports/Resources from School/District¹	Timeline or Frequency

*Additional detail may be attached if needed

Educator—Name/Title: _____

Professional Practice Goal(s): Planned Activities <i>Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District ⁶	Timeline or Frequency

This Educator Plan is “designed to provide educators with feedback for improvement, professional growth, and leadership,” is “aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards,” and “is consistent with district and school goals.” (see [603 CMR 35.06 \(3\)\(d\)](#) and [603 CMR 35.06\(3\)\(f\).](#))

Signature of Evaluator _____ Date _____

Signature of Educator _____ Date _____

* As the Evaluator retains final authority over goals to be included in an educator’s plan (see [603 CMR 35.06\(3\)\(c\)](#)), the signature of the educator indicates that he or she has received the Goal Setting Form with the “Final Goal” box checked, indicating the evaluator’s approval of the goals. The educator’s signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that “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.” (see [603 CMR 35.06\(4\)](#))

⁶ Must identify means for educator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#)

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Academic Year: _____ Educator Plan and Duration: _____

Standards and Indicators for Effective Teaching Practice: Rubric Outline as per 603 CMR 35.03 The Evaluator should track collection to ensure that sufficient evidence has been gathered.			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
<input type="checkbox"/> I-A. Curriculum and Planning <input type="checkbox"/> I-B. Assessment <input type="checkbox"/> I-C. Analysis	<input type="checkbox"/> II-A. Instruction <input type="checkbox"/> II-B. Learning Environment <input type="checkbox"/> II-C. Cultural Proficiency <input type="checkbox"/> II-D. Expectations	<input type="checkbox"/> III-A. Engagement <input type="checkbox"/> III-B. Collaboration <input type="checkbox"/> III-C. Communication	<input type="checkbox"/> IV-A. Reflection <input type="checkbox"/> IV-B. Professional Growth <input type="checkbox"/> IV-C. Collaboration <input type="checkbox"/> IV-D. Decision-making <input type="checkbox"/> IV-E. Shared Responsibility <input type="checkbox"/> IV-F. Professional Responsibilities

* The Rubric Outline is intended to be used for citing Standards and Indicators. Evaluators should review the full rubric for analysis of evidence and determination of ratings

Evaluator Record of Evidence Form

Educator: _____

Evaluator: _____

Date <i>(Record date of collection, duration if applicable)</i>	Source of Evidence* <i>(e.g., parent conference, observation)</i>	Standard(s)/ Indicator(s) <i>Note Standard(s) and Indicator(s) to which evidence is tied</i>	Analysis of Evidence <i>Record notes "based on observations and artifacts of professional practice, including unannounced observations of practice of any duration" or other forms of evidence to support determining ratings on Standards as per <u>603 CMR 35.07</u></i>	Feedback Provided <i>Briefly record feedback given to educator (e.g., strengths recognized, suggestions for improvement)</i>
EX: 11/8/11	EX: unit plans, benchmark data	EX: I-B	EX: unit plans were appropriately modified after analysis of benchmark data to better reflect student performance at mid-point of semester	EX: recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping

*note if classroom observations are announced or unannounced

Educator Collection of Evidence Form

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Label	Date <i>Record date, duration if applicable</i>	Source of Evidence <i>e.g., parent conference, observation</i>	Indicators(s) and/or Goals⁷ <i>Standard(s) and/or goal(s) to which evidence is tied</i>	Notes <i>(Optional) Explain why included, specifics on what the evidence shows, context, etc.</i>
ex. 1	11/8/11	unit plans, benchmark data	I.A, Student Goal #1	unit plans modification reflect student data at semester mid-point

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

⁷ Per [603 CMR 35.07\(1\)\(c\)1](#), “Evidence compiled and presented by the educator includ[es]: 1. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or educator plans; contributions to the school community and professional culture; 2. Evidence of active outreach to and ongoing engagement with families.” However, educator collection of evidence is not **limited** to these areas.

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Assessing⁸:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)
Describe current level of progress and feedback for improvement. Attach additional pages as needed.

Blank area for describing progress toward student learning goals.

Progress Toward Professional Practice Goal(s)
Describe current level of progress. Attach additional pages as needed.

Blank area for describing progress toward professional practice goals.

⁸ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Educator—Name/Title: _____

Performance on Each Standard <i>Describe performance and feedback for improvement. Attach additional pages as needed.</i>
I: Curriculum, Planning, & Assessment
II: Teaching All Students
III: Family & Community Engagement
IV: Professional Culture

The educator shall have the opportunity to respond in writing to the formative assessment as per [603 CMR 35.06\(5\)\(c\)](#) on the Educator Response Form.

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

* For educators on two-year Self-Directed Growth Plans at the end of Year One of the cycle

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Assessing¹:

- Progress toward attaining goals
 Performance on Standards
 Both

Progress Toward Student Learning Goal(s) <i>Attach additional pages as needed.</i>
<p> <input type="checkbox"/> Did not meet <input type="checkbox"/> Some progress <input type="checkbox"/> Significant Progress <input type="checkbox"/> Met <input type="checkbox"/> Exceeded </p> <p><u>Rationale, evidence, and feedback for improvement:</u></p>
Progress Toward Professional Practice Goal(s) <i>Attach additional pages as needed.</i>
<p> <input type="checkbox"/> Did not meet <input type="checkbox"/> Some progress <input type="checkbox"/> Significant Progress <input type="checkbox"/> Met <input type="checkbox"/> Exceeded </p> <p><u>Rationale, evidence, and feedback for improvement:</u></p>

¹ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative evaluation shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Educator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required

Rating on Each Standard				
I: Curriculum, Planning, & Assessment	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>				
II: Teaching All Students	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>				
III: Family/Community Engagement	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>				
IV: Professional Culture	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>				

Educator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments required

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u> 			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

The educator shall have the opportunity to respond in writing to the formative evaluation as per [603 CMR 35.06\(5\)\(c\)](#) on the Educator Response Form.

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Current Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan

Progress Toward Student Learning Goal(s)
Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)
Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Educator—Name/Title: _____

Rating on Each Standard	
I: Curriculum, Planning, & Assessment	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary <u>Rationale, evidence, and feedback for improvement:</u>
II: Teaching All Students	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary <u>Rationale, evidence, and feedback for improvement:</u>
III: Family/Community Engagement	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary <u>Rationale, evidence, and feedback for improvement:</u>
IV: Professional Culture	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary <u>Rationale, evidence, and feedback for improvement:</u>

Educator—Name/Title: _____

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u> 			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

The educator shall have the opportunity to respond in writing to the summative evaluation as per [603 CMR 35.06\(6\)](#) on the Educator Response Form.

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator ~~Report~~ Response Form.

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Response to: (check all that apply)

- Educator Plan, including goals and activities
- Evaluator collection and/or analysis of evidence
- Formative Assessment or Evaluation Report
- Summative Evaluation Report
- Other: _____

Educator Response <i>Attach additional pages as needed</i>

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

Educator—Name/Title: _____

Evaluator/Observer—Name/Title: _____

School/Class/Activity: _____ Date and Timeframe: _____

Assessing progress toward (check all that apply):

- Student learning goal(s) Standard I: Curriculum, Planning & Assessment
- Professional practice goal(s) Standard II: Teaching All Students
- Standard III: Family & Community Engagement
- Standard IV: Professional Culture

Observation Feedback
<p><i>Provide notes and judgments made during the observation resulting in targeted and constructive feedback. It may include examination of artifacts of practice including student work. Attach artifacts if appropriate.</i></p>
<p><input type="checkbox"/> Check here if this observation results in one or more standards judged to be unsatisfactory or needs improvement for the first time. If so, it must be followed by at least one observation of at least 30 minutes in duration within 20 school days</p>

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

Educator—Name/Title: _____

Evaluator/Observer—Name/Title: _____

School/Class/Activity: _____ Date and Timeframe: _____

Assessing progress toward (check all that apply):

- Student learning goal(s)
- Professional practice goal(s)
- Standard I: Curriculum, Planning & Assessment
- Standard II: Teaching All Students
- Standard III: Family & Community Engagement
- Standard IV: Professional Culture

Observation Feedback
<i>Provide notes and judgments made during the observation resulting in targeted and constructive feedback. It may include examination of artifacts of practice including student work. Attach artifacts if appropriate.</i>
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; and (4) state that the Educator is responsible for addressing the need for improvement.

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

Setting SMART Goals¹

Good goals help educators, schools, and districts improve. That is why the educator evaluation regulations require educators to develop goals that are specific, actionable, and measurable. They require, too, that goals be accompanied by action plans with benchmarks to assess progress.

This “SMART” Goal framework is a useful tool that individuals and teams can use to craft effective goals and action plans:

S	=	S pecific and S trategic
M	=	M easurable
A	=	A ction Oriented
R	=	R igorous, R ealistic, and R esults-Focused (the 3 Rs)
T	=	T imed and T racked

Goals with an action plan and benchmarks that have these characteristics are “SMART.”

A practical example some of us have experienced in our personal lives can make clear how this SMART goal framework can help turn hopes into actions that have results.

First, an example of *not* being “SMART” with goals: *I will lose weight and get in condition.*
Getting SMARTer: *Between March 15 and Memorial Day, I will lose 10 pounds and be able to run 1 mile nonstop.*

The **hope** is now a **goal**, that meets most of the SMART Framework criteria:

It’s S pecific and S trategic	=	10 pounds, 1 mile
It’s M easurable	=	pounds, miles
It’s A ction-oriented	=	lose, run
It’s got the 3 R s	=	weight loss and running distance
It’s T imed	=	10 weeks

SMART enough: To make the goal really “SMART,” though, we need to add an action plan and benchmarks. They make sure the goal meets that final criteria, “Tracked.” They also strengthen the other criteria, especially when the benchmarks include “process” benchmarks for tracking progress on the key actions and “outcome” benchmarks that track early evidence of change and/or progress toward the ultimate goal.

¹ The SMART goal concept was introduced by G.T. Doran, A. Miller and J. Cunningham in *There’s a S.M.A.R.T. way to write management’s goals and objectives*, *Management Review* 70 (11), AMA Forum, pp. 35-36. *What Makes a Goal “SMART”?* also draws from the work of Ed Costa, Superintendent of Schools in Lenox; John D’Auria, Teachers 21; and Mike Gilbert, Northeast Field Director for MASC.

Key Actions

- Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.
- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.
- Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

Benchmarks:

- For process, maintaining a daily record of calorie intake and exercise
- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

Goals need to be straightforward and clearly written, with sufficient specificity to determine whether or not they have been achieved. A goal is strategic when it serves an important purpose of the school or district as a whole and addresses something that is likely to have a big impact on our overall vision.

M = Measurable

If we can't measure it, we can't manage it. What measures of quantity, quality, and/or impact will we use to determine that we've achieved the goal? And how will we measure progress along the way? Progress toward achieving the goal is typically measured through "benchmarks." Some benchmarks focus on the process: are we doing what we said we were going to do? Other benchmarks focus on the outcome: are we seeing early signs of progress toward the results?

A = Action Oriented

Goals have active, not passive verbs. And the action steps attached to them tell us "who" is doing "what." Without clarity about what we're actually going to do to achieve the goal, a goal is only a hope with little chance of being achieved. Making clear the key actions required to achieve a goal helps everyone see how their part of the work is connected—to other parts of the work and to a larger purpose. Knowing that helps people stay focused and energized, rather than fragmented and uncertain.

R = Rigorous, Realistic, and Results-Focused (the 3 Rs)

A goal is not an activity: a goal makes clear what will be different as a result of achieving the goal. A goal needs to describe a realistic, yet ambitious result. It needs to stretch the educator, team, school, or district toward improvement but not be out of reach. The focus and effort required to achieve a rigorous but realistic goal should be challenging but not exhausting. Goals set too high will discourage us, whereas goals set too low will leave us feeling "empty" when it is accomplished and won't serve our students well.

T = Timed

A goal needs to have a deadline. Deadlines help all of us take action. For a goal to be accomplished, definite times need to be established when key actions will be completed and benchmarks achieved. Tracking the progress we're making on our action steps (process benchmarks) is essential: if we fall behind on doing something we said we were going to do, we'll need to accelerate the pace on something else. But tracking progress on process outcomes isn't enough. Our outcome benchmarks help us know whether we're on track to achieve our goal and/or whether we've reached our goal. Benchmarks give us a way to see our progress and celebrate it. They also give us information we need to make mid-course corrections.

Standard I: Curriculum, Planning, and Assessment. *The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by occasionally engaging students in learning experiences around complex knowledge and skills in the subject.	Demonstrate sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.	Demonstrates vast knowledge and expertise in subject matter and the pedagogy it requires by engaging a vast majority of students in learning experiences that enable them to synthesize complex knowledge and skills in the subject.
I-A-4. Well-Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class .	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping for the intended outcome for the students.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping for the intended outcome for the students.	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping for the intended outcome for the vast majority of students.

<p>I-B-1. Variety of Assessment Methods</p>	<p>Administers only the assessments required by the school and/or measures only point-in-time student achievement</p>	<p>May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.</p>	<p>Designs and administers a variety of informal and formal assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards.</p>	<p>Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards.</p>
<p>I-B-2. Adjustment to Practice</p>	<p>Makes few adjustments to practice based on formal and informal assessments.</p>	<p>May organize and analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.</p>	<p>Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.</p>	<p>Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units.</p>

Standard II: Teaching All Students. *The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.*

II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants.	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.	Consistently uses instructional practices that typically motivate and engaging the vast majority of students both during the lesson and during work outside of class.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate practices, including tiered instruction and scaffolds, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices to create structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations.

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

III-C-1. Two-Way Communication	Rarely communicates with families. Rarely solicits or responds promptly and carefully to communications from families.	Rarely and/or inconsistently updates online grades, and responds inconsistently to communications from families.	Regularly uses specific two-way communication (eg. an effective combination of email, phone and online grading system) with families about student performance and learning and responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student performance and learning.
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Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.

<p>IV-C-1. Professional Collaboration</p>	<p>Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning</p>	<p>Does not consistently collaborate with colleagues in ways that support productive team effort.</p>	<p>Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.</p>	<p>Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.</p>
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