

COLLECTIVE BARGAINING AGREEMENT

between

EASTHAMPTON SCHOOL COMMITTEE

and

EASTHAMPTON EDUCATION ASSOCIATION

JULY 1, 2021 - JUNE 30, 2024

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Article 1
COLLECTIVE BARGAINING AGREEMENT, RECOGNITION
AND DEFINITIONS

A. Collective Bargaining Agreement

1. This agreement is made between the Easthampton School Committee and the non-supervisory professional personnel of the Easthampton School System, represented by the Easthampton Education Association, in accordance with the appropriate provisions of Chapter 150 of the General Laws of Massachusetts, as amended.
2. Nothing in the Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the School Committee or their agents by statute or any rule or regulation of any agency of the Commonwealth. For every matter not specifically mentioned or provided for in this Agreement, the Committee or their agents retains all the powers, rights, and duties that it has by law.

B. Association Recognition

1. The Easthampton School Committee recognizes the Easthampton Education Association (an affiliate of the Massachusetts Educators Association - National Education Association) as the sole bargaining agent for the professional employees, as defined by MGL c. 150E, s 1, of the Easthampton Public Schools including, but not limited to, all classroom educators, specialists, special needs educators, librarians, adjustment counselors, therapists, behavior analyst, guidance counselors, school psychologists, social workers, school district nurse, curriculum coordinators, instructional media specialists, coaches, faculty managers of athletics, and extra-curricular activity advisors, but excluding all confidential, managerial and all other employees of the Easthampton Public Schools for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

C. Definitions

1. The term "Committee" shall mean the Easthampton School Committee.
2. The term "Parties" shall mean the Easthampton School Committee and the Easthampton Education Association/Massachusetts Educators Association/National Education Association as signatories to this Agreement.
3. The term "school" shall mean any work location or functional division maintained by the Easthampton School Committee.

4. The term "educator" and the term "person" shall mean a person employed by the Easthampton School Committee in any position covered by the recognition clause of this Agreement.
5. The term "Association Representative" shall mean any duly authorized designee of the Easthampton Education Association.

The parties hereto agree as follows:

Article 2
WORKING CONDITIONS

A. Assignments

1. The Superintendent of Schools shall assign all professional educational personnel to specific positions within the school system. The Superintendent of Schools shall indicate in such assignment the school to which the educator will be assigned, the grade and/or subject area that the educator will teach, and any special or unusual classes or assignments the educators will have.
2. Educators will be notified of their assignments not later than the end of the preceding school year, provided that in the event of a change in circumstances or conditions during July and August, such assignments may be changed as required to meet the situation. A determination by the Superintendent of Schools that a change in assignment is necessary shall be conclusive. Educators will be notified of a change in assignment as soon as practicable.
3. In order to assure that pupils are taught by educators working within their areas of competence, educators shall not be assigned to subjects and/or grades or other classes outside the scope of their major or minor fields of study except to the extent that the Superintendent deems such assignment necessary or desirable.
4. No secondary school educator shall, without the educator's agreement, be required, in any one (1) semester, to teach in more than two (2) subject areas. Exceptions to this provision may be made only when necessary to do so in the best interest of the educational system and at the discretion of the Superintendent of Schools.
5. Professional educational personnel desiring reassignment shall make the request, in writing, to the Superintendent of Schools through the Building Principal or through the Associate Superintendent if applicable. Such requests shall be in writing and shall be made before May first (1st) for the ensuing school year.

6. To the extent possible, changes in assignments will be voluntary. Involuntary changes may be made if the Superintendent of Schools determines that it is necessary to do so in the best interest of the students or of the educators of the schools involved. Such involuntary assignment will be initiated only after a meeting is held between the educator involved and the Superintendent or the Superintendent's designee. At this time, the educator will be notified of the reasons for the transfer. A determination by the Superintendent of Schools that a change in assignment is necessary shall be conclusive.

Notice of an involuntary transfer shall be provided to educator by June 1, or where the need arises mid-year with as much notice as possible, but in no instance less than 30 days, in advance of the transfer. The educator shall be provided with a written notice of the transfer in person by the administrator at the end of the school day. The notice shall be in writing and shall inform the educator of the position to which they are being transferred, the reason for the transfer, and the educator's right to request a meeting with the administrator to be held within ten (10) school days with a union representative present to discuss the reasons why the individual educator was selected for the transfer.

B. Duty-Free Lunch

1. Educators shall have duty-free lunch during that block of time when pupils in the building to which they are assigned have their lunch. Such duty free lunch shall not be less than the period of time granted students in a particular building for lunch. Educators will supervise their students while passing to and from the lunch room.
2. The duty free lunch period for professional educational personnel serving in a One Session School or a Two Session School shall be assigned by the appropriate principal or director. In no case shall an educator in a One Session school be assigned less than a twenty (20) minute duty free lunch period for each full day that school is in session, nor shall an educator in a Two Session School be assigned a duty free lunch period less than the time equivalent to the length of the pupil lunch period for such Two Session School.
3. Specialists not assigned to a particular building shall have a duty free lunch of at least thirty (30) minutes.

C. Employment Period

1. All members of the bargaining unit shall be employed by the Committee for an employment period beginning no sooner than the day before the

last Tuesday in August provided that the last Friday in August is a non-working day, and ending on the June 30th next following and in accordance with the terms of this Agreement.

2. An educator serves at the discretion of the Committee and enjoys the statutory benefits applicable to that status if, as, and when the educator meets the requirements of Chapter 71, Section 41, of the General Laws of Massachusetts and no prior administrative interpretation of this section of the General Laws shall constitute a precedent for a contrary result.
3. All days between the employment dates except Saturdays, Sundays, and legal holidays are considered to be part of the time which has been contracted to the School Committee and service on such days may be required by school officials up to a total of one hundred eighty-five (185) full working days plus five (5) days in addition to be assigned and available for the purpose of making up days lost in whole or in part due to cancellation of school occasioned by snowstorm, or other emergency. To the extent the full five (5) days so assigned may not be needed for making up lost time, service shall not be required. Two (2) of the four (4) half-day professional development days shall be devoted to educator-directed activities that will occur on school grounds.
4. Notwithstanding the provisions of the foregoing paragraph, Saturday service may be required if mandated by the State Department of Elementary and Secondary Education or similar or higher State authority having jurisdiction in which event such service shall be credited to the days contracted for in the foregoing paragraph.
5. When service is required beyond one hundred eighty-five (185) days described in paragraph 3, it shall be by individual request to and consent of the staff member. Such service, when so requested, and rendered shall be compensated at the staff member's regular daily salary rate. The term "regular daily salary rate" for purposes of this paragraph shall mean one/one hundred eighty-fifth (1/185th) of the individual educator's annual salary.
 - (a) The above notwithstanding, the Association and the Committee, recognizing the importance of professional development activities, also recognize the need to maintain the continuity of instruction for students. As a result, educators who voluntarily attend, at the request of the District, full-day professional development activities and/or training on days beyond the educator's contractual work year (e.g., Saturday; December, February and April school vacations; summer) will be compensated at the hourly rate of \$29.00. Effective retroactively to July 1, 2012 compensation will be \$29.29/hour and will increase to \$29.44/hour effective January 1, 2013.

6. Special Education Coordinators may be required to work up to six (6) additional days per year as determined by the Special Education Director, and Guidance Counselors and School Psychologists may be required to work up to ten (10) additional days per year as determined by the Principal. Said employees will be compensated at their regular daily salary rate, as defined above, for all additional days worked.
7. In the event of early dismissal of personnel before a full half-day of service occasioned by storm, power, or other utility failure, fire, explosives, or threat of fire or explosives, strike, lockout, civil disorder, war, act of God, or like occasions beyond the Committee's control, personnel so dismissed shall be credited with one-half (1/2) day of service against the full days of service contracted for.

D. Hours of Service

1. For the purpose of this Agreement, a "One Session School" is a school which pupils attend for one (1) continuous period of time, with or without any lunch period, from the beginning of the school day to the final dismissal for the day.
2. The starting and dismissal times for students shall be as determined from time to time by the School Committee between the hours of 7:15 AM and 5:00 PM but the hours so assigned shall not increase the educators' hours of service beyond those set forth by this Agreement.
3. Professional educational personnel serving in a One Session School shall be in their rooms or performing required duties as established by the administration at least fifteen (15) minutes before the beginning of school and they shall remain in their rooms or perform required duties as established by the administration at least fifteen (15) minutes following the close of school except that professional educational personnel on supervisory duty before or after school shall be required to be present at such time as established for this duty by the Building Principal.
4. Except as otherwise provided in this Agreement, service shall not exceed six and three-quarters (6 ³/₄) hours per day. Effective July 1, 2018, the hours of service shall increase to six (6) hours and fifty (50) minutes. Joint Labor Management Committees (JLMC) shall be formed at each level (i.e., elementary, middle school, and high school) to review how the scheduling and use of the additional five (5) minutes shall be implemented. The JLMC shall provide their recommendation to the Superintendent.

5. Special professional educational service personnel serving more than one (1) school shall be assigned in one (1) continuous period of time in each regular work day not in excess of seven (7) hours which period shall include a duty free lunch period of at least twenty (20) minutes at a time assigned by the responsible administrator.

E. Student Educators/Interns

1. The professional opportunity to supervise one (1) or more student educators/interns may be offered to educators or requested by educators from time to time. When offered, participation shall be voluntary. The determination of which volunteers may be selected to participate shall be the sole prerogative of the Superintendent. The terms in which an educator may participate, including compensation if any, shall be set forth in each invitation for volunteers.

F. Preparation Periods

1. Classroom educators, special subject educators and educators in the special school of instruction category in grades K-8 shall be scheduled so that they have a guaranteed duty-free period of at least thirty (30) continuous minutes per day and a minimum of four hundred (400) minutes every two (2) weeks of guaranteed duty-free time to be used for preparation. On weeks of less than five (5) school days, regularly scheduled preparation time shall be maintained. Such preparation time will be scheduled by the Principal of the building to which the educators are assigned in accordance with the individual school schedule for such building and for the program of instruction in that building.

If an educator is required to attend a BST or TEAM meeting during the guaranteed preparation time of four hundred (400) minutes, the educator will be reimbursed at the prorated rate of \$30.51 per hour. Effective retroactively to July 1, 2022, the rate will be \$31.12/hour and will increase to \$31.74/hour effective January 1, 2023.

2. It shall not be the policy of the Easthampton School Committee to require educators to use their preparation time to substitute for other educators. Every reasonable effort will be taken to provide substitutes when an educator is to be absent in excess of three (3) pupil contact periods in one (1) day. In situations where substitutes are necessary but are not available or where substitutes are necessary for an educator who is to be absent for three (3) or less pupil contact periods in one (1) day, the Principal may assign an educator to use his preparation period for substituting. Such requests shall be distributed equitably among all the educators in each school during the school year.

G. High School

1. The current instructional schedule at Easthampton High School consists of four (4) daily eighty-four (84) minute "long blocks;" educators presently are assigned to instructional duties for three (3) of said blocks, with the remaining block devoted to educator preparation, less twelve (12) minutes of required duty. Educators also receive a duty free lunch of at least twenty (20) minutes. A "long block" course may be either nine or eighteen weeks in duration; but in no case is an educator assigned to teach more than three (3) courses at any one time.
2. The parties to this Agreement agree that before any change in the above instructional schedule is implemented, the following process shall have been followed and completed:
 - a. A proposed change may be initiated by an educator or a group of educators or by the principal or the superintendent;
 - b. The initiator(s) of the change will describe the nature of the change and the rationale for said change and provide data supporting the requested change;
 - c. Administration and faculty will meet to discuss the proposed change;
 - d. All decisions will be made by collaborative consensus; collaborative consensus shall be defined as a majority of 75% of staff and administration, voting by secret ballot, to accept the proposed change;
 - e. All parties must agree whether the process will continue, and if further research is necessary. At this time, appropriate timelines will be established.
 - f. All contractual and statutory rights and obligations must have been satisfied.

H. Remaining Beyond Required Hours

1. Professional educational personnel shall be required to remain beyond the end of the established time when:
 - a. It is determined by the member and/or administrator that after school help sessions for students shall be conducted.
 - b. Staff, Department, or Central Administrative meetings shall be held: unless excused, professional educational personnel shall attend all meetings which may be called by the Superintendent, the Director of Special Education and Associate Superintendent, the

School Principal and/or the Assistant Principal. Educators shall take part in these meetings as shall be assigned to them. A forty-eight (48) hour notice shall be given when practicable by the person calling the meeting.

2. Meetings of the type described in paragraph 1b above shall be limited to a cumulative total of twenty (20) per year with a maximum in any one (1) month of three (3). Said meetings will be limited to one (1) hour duration.
3. Meetings called by Subject Coordinators, Special Education team meetings, and meetings between individual educators and Administrators, do not constitute meetings within the meaning of the limitation set by the provisions of paragraph 2.
4. All Professional Personnel shall be compensated for attendance at any Special Education team meetings held after school hours, (fifteen (15) minutes after the end of the regular school day.) Said compensation shall be at the rate of \$30.51 per hour. Effective retroactively to July 1, 2022, the rate will be \$31.12 per hour and will increase to \$31.74 per hour effective January 1, 2023. Attendance is required.
5. Educators who serve on curriculum committees authorized by the Superintendent will be compensated for such work at the rate of \$30.51 per hour. Effective retroactively to July 1, 2022, the rate will be \$31.12 per hour and will increase to \$31.74 per hour effective January 1, 2023. Educators may receive a stipend for a pre-determined number of hours of work calculated at the foregoing rate.
6. Classes Scheduled After School Hours

Classes are scheduled beyond the limits of the school day. Examples of such classes are band and chorus.
7. Parent Conferences

The parties to this agreement recognize the educational value of parental conferences. To that end, early release days for parent educator conferences will continue to be scheduled in the school calendar. Educators will not be required to remain on these early release days, but will have the discretion to schedule parent conferences on early release days and/or at other times convenient for the parent and the educator. If an evening activity is designated for parent conferences, educators will have the same discretion.
8. Open house, book fair, art fair and other evening activities shall be restricted to two (2) per year in each school.

I. School Calendar

1. Prior to making recommendations to the School Committee as to the adoption of a school calendar for an ensuing year, the Superintendent of Schools shall afford the Association an opportunity to review the calendar the Superintendent of Schools proposes and to make suggestions concerning such calendar.

J. School Facilities

1. Faculty Workroom – To the extent practicable within existing facilities, each school building shall have an educator workroom containing adequate equipment and supplies to aid in the preparation of instructional materials.
2. Faculty Rest Area – To the extent practicable within existing facilities, each building shall have an appropriately furnished room for use as an educator lounge. To the extent possible, said room is to be in addition to the aforementioned educator workroom. This room is to include private restroom facilities for the exclusive use of educators.
3. Faculty Parking – Adequate educator parking facilities shall be provided whenever possible.
4. Space Priorities – When existing facilities are inadequate in the discretion of the Superintendent of Schools to provide for the facilities described in the foregoing paragraphs relating to Health, Comfort, and Safety and for needed classroom space, needs for classroom space shall first be satisfied. When new physical facilities are contemplated by the City of Easthampton the Committee agrees that it will use its best efforts to cause any Building Committee to include in its proposal adequate facilities for faculty workroom, faculty rest area, and faculty parking as contemplated by this section relating to Health, Comfort, and Safety.
5. The parties agree to establish a district-wide Health and Safety Committee, consisting of two (2) members appointed by the School Committee and two (2) members chosen by the Association. These individuals will, by consensus, choose a fifth committee member acceptable to all. This Committee will be responsible for the review of all complaints regarding health and safety as may be forwarded to it by the staff of the Easthampton Public Schools.

K. Teaching Loads in Primary Grades

1. All parties to this Agreement recognize that the assignment of primary pupils involves administrative determinations based upon the geographical distribution of pupils, the availability of space, the

availability of teaching, administrative and service personnel, the integration of school bus routes, the availability and use of materials, the coordination of programs in special fields, and the health, comfort, safety, and well-being of the students. To the extent practicable, in the opinion of the Superintendent of Schools, the Committee, and the Central Administration will also take into account, in assigning primary pupils, the desirability of equalizing the pupil-educator ratio in the primary grades.

L. Team Teaching

1. Whenever a “team” approach to teaching is utilized, the formation and organization of any such team shall occur following consultation with members of the faculty of the school.

M. Vacancies

1. Whenever any vacancy in a professional position occurs during the school year the Superintendent or the Superintendent’s representatives shall first offer the vacancy to individuals on the recall list, provided such candidates meet the qualifications of the position. If no qualified educator on the recall list accepts the position, the Superintendent or the Superintendent’s representative shall post, in all buildings, email a notice of the vacancy to all teachers for not less than ten (10) calendar days before filling externally advertising such position adequate to identify the position and in general the qualifications therefore, its duties and rate of compensation.
2. All qualified educators shall be permitted to make application for such positions within such ten (10) day period. When all other factors are substantially equal, preference in filling such vacancies will be given first to qualified individuals on the recall list and then to qualified educators already employed by the Committee.
3. All qualified bargaining unit members shall be permitted to make application for non-administrative and administrative positions. Qualified bargaining unit members will be interviewed for each position, but the District reserves the right to cap the number of interviews to include only the top five (5) most qualified bargaining unit members. In the event of a restricted time frame (e.g., sudden resignation, etc.), the District may choose to interview less than five (5) bargaining unit members.
4. Whenever any such vacancy occurs during summer recess, the Superintendent or the Superintendent’s representative shall send a similar notice to the president of the Association for dissemination as the Association sees fit. Application from qualified educators presently employed will still be considered but the Superintendent may fill the position at any time, but not earlier than five (5) days after the giving of such notice.

N. Professional Attire

Employees are expected to wear professional, job appropriate, and safe attire, including footwear.

O. Building Safety Plan

All bargaining unit members shall receive annual training regarding the building safety plan.

Article 3
EDUCATOR FILES

- A. There shall be maintained in the central office of the school system a current cumulative record folder for each member of the professional educational staff.
- B. Each folder shall contain in addition to any other information deemed necessary by the Superintendent of Schools: the candidate's original application and references; records of health, teaching certification; in-service training and professional study; service contracts and agreements; evaluations by the Easthampton Public Schools and pertinent communications to, from, and about the individual except that any information relating to Collective Bargaining grievance procedure shall be maintained elsewhere.
- C. Educators will have the right to inspect their personnel records complying with the applicable provisions of the General Laws and may have any representative of the Association accompany the educator during such inspection.
- D. No material originating in the Easthampton School System and obviously derogatory to a educator's conduct, service, character, or personality will be placed in the educator's personnel file unless a copy thereof is sent to the educator. The educator may submit a written statement in response to any derogatory matter placed on file within ten (10) days of the date notice is given to the educator of the filing. Such statement shall be appended to the file copy.
- E. Educators will not have the right to review confidential references given at the time of employment or at the time of application for a change in position within the system.
- F. If any complaint is received by the administrator from a parent, pupil, or other individual concerning the work performance of any educator, which complaint is to be the subject of disciplinary action or is to be placed in the educator's personnel file, such complaint shall be promptly called to the attention of the educator and the complainant identified.

- G. When an oral reprimand is given to an educator by an administrator, this reprimand will not occur in the presence of parents, pupils, or other employees.

Article 4
EDUCATOR EVALUATION

The negotiated evaluation system is attached to this Agreement as Appendix F.

Article 5
GRIEVANCE PROCEDURE

A. Definition

1. A grievance is any claim by the Association that there has been a violation of the terms of this Agreement.
2. The parties to this collective bargaining agreement recognize the “exclusive remedy” provisions of M.G.L. Chapter 71 providing educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Elementary and Secondary Education pursuant to M.G.L. Chapter 71 or through this Article, may pursue an appeal of their grievance through either the Grievance Procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forums.

B. Time Limits

1. All time limits set forth herein shall consist of calendar days. Such time limits may only be extended by mutual agreement in writing.

C. Presentation of Claims

1. At all levels above Level One, grievances shall be presented only by the Association and only in writing and with the written consent of the educator involved, unless such grievance shall affect more than one (1) educator, which writing shall set forth with specificity the alleged violation of the terms of this agreement and the relief requested. No sole allegation that the contract has been breached generally shall be entertained.
2. A grievance claim must be presented at the appropriate level within thirty (30) days after the aggrieved person or the Association knew or should have known of the act or condition on which grievance claim is based.

3. All grievance procedures shall be taken up after regular working hours.

D. Level One

1. Notwithstanding the requirement that grievance claims be presented only by the Association, an educator who claims a violation of the terms of this Agreement affecting the educator may discuss the matter informally with the subject coordinator or the member's immediate supervisor. If the matter remains unresolved the member, following notification to the immediate supervisor, may discuss the matter informally with the responsible principal or director to whom the member is assigned.

E. Level Two

1. If the matter remains unresolved, the Association may submit the grievance to the responsible principal in writing pursuant to the terms of Section C above. In the event that the educator or educators affected are not responsible to an individual principal then such claim shall be presented to the member's immediate supervisor, provided, however, that grievances directly affecting all educators or educators in more than one (1) school building may be presented directly at Level Three. The decision of the individual principal or immediate supervisor shall be presented to the Association in writing within ten (10) days after its submission.

F. Level Three

1. If the grievance is not resolved by the decision rendered at Level Two the Association may within ten (10) days after the decision of the responsible administrator at Level Two present the grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall render the Superintendent of Schools' decision in writing within ten (10) days after receipt of the grievance.

G. Level Four

1. If the grievance is not resolved to the satisfaction of the Association by the decision of the Superintendent of Schools at Level Three, the Association may, within ten (10) days after receipt of the Superintendent's decision, submit the grievance in writing to the School Committee.
2. In submitting such grievance to the School Committee, the Association may request the Committee to grant it a private hearing before acting on the grievance in which event such hearing will be granted.

3. The School Committee shall render a decision in writing within twenty-eight (28) calendar days after receipt of the grievance.

H. Level Five

1. If either party is not satisfied with the disposition of the grievance at Level Four or the Level Four time limits expire without the issuance of the School Committee's written answer, then the Association may submit the grievance to arbitration by filing a written demand to arbitrate with the School Committee within twenty-eight (28) calendar days of receipt of the School Committee's decision. If said demand is not filed within the aforementioned time limits, the grievance will be considered settled under the terms as expressed in the School Committee's Level Four decision.
2. The Parties agree, for the duration of this Agreement, to select an arbitrator according to the procedures of the Massachusetts Board of Conciliation and Arbitration.
3. The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The award shall be final and binding on the School Committee, the Association, and the Grievant. The fees and expenses of the arbitrator shall be borne by the Parties.
4. The authority of the arbitrator shall be limited to construing and interpreting the rights of the Parties under the terms of this Agreement. He shall have no power to amend, delete, or add to its terms. Nor shall the arbitrator render a decision which shall infringe upon any of the reserved rights and duties of the School Committee.

- I. Expenses incurred by the Association or any member of the bargaining unit in pursuing grievance procedures set forth in Section A through H, inclusive, shall be borne by the Association and expense incurred by the Committee in administering said procedure shall be borne by the Committee.

J. Compliance with Instructions

1. Pending final resolution of any complaint, the member shall comply with the instructions of the Principal or Assistant Principal, Director, Superintendent, Associate Superintendent, or School Committee.

K. Records of Proceedings Kept Separate

1. All written communication, documents, and records relating to any grievance shall be maintained in a file separate from that of any member involved in the proceedings.

- L. If, in the judgment of the Association, the grievance concerns an action or decision made by or at the Superintendent's Level, the grievance may be initiated at Level III.
- M. The School Committee has the right to access the arbitration provision of Section H for violations of Article 11 A (Work Stoppage). Prior to filing a written request for an arbitrator under the procedures of the Massachusetts Board of Conciliation and Arbitration, the School Committee will notify the President of the Association of its grievance, including all particulars. Upon receipt of said notice, the Association will meet with the School Committee in an attempt to resolve the matter; if the matter remains unresolved after twenty-eight (28) calendar days of receipt of the notice, the parties agree to proceed to arbitration consistent with the terms of this agreement. A claim that Article 11 (A) has been violated must be filed within thirty (30) days after the School Committee knew or should have known of the act(s) or condition(s) in which the grievance is based.

Article 6
BENEFITS AND LEAVE

A. Benefits

- 1. The benefits provided in Article 6 are granted to members of the bargaining unit for the purpose of protecting such members against financial loss during periods of illness, personal need, and professional improvement to the extent and on the conditions herein set forth. All members of the bargaining unit shall be eligible to participate in the Blue Cross, Blue Shield, other health plans and Life Insurance Programs.

Employees will pay 20% of the cost of the plans presently provided. Effective upon city wide agreement, employees will pay 25% of the cost. The salary schedule will be increased by 1.00% at all steps and columns, effective upon implementation the increase to 25%.

- 2. Compensation

These benefits preclude compensatory salary payment to personnel for privileges not used. Salary shall be paid, where provided, only when authorized leave has been taken. Unless otherwise provided, all unused leave privileges shall cease to be applicable at the end of the employment year. However, leave privileges shall begin anew or continue to accumulate as provided herein, at the outset of the new contractual year.

- 3. Continuous Accumulation of Benefits

- a. Wherever indicated that the use of leave benefits is suspended and unless otherwise stated, such benefits shall continue to accumulate as though actual service was not interrupted. Use of such benefits shall continue upon resumption of duty.

- b. Suspension of use of benefits shall not include Health programs and Life Insurance. The amount of "TIME AS NEEDED" shall be determined and allowed at the discretion of the Superintendent of Schools but shall not exceed the allowable number of authorized leave days.

4. Written Request for Leave

All leave requests must be in writing before leave is taken unless otherwise stated. Letters of request or notification shall be mailed, forwarded by inter-school mail, delivered in person or hand carried by others at reasonable times.

5. Whenever a leave is taken under Section B as follows, a standard form shall be completed by the member prior to taking the leave and shall be transmitted through proper channels to the Central Office. Such written notification shall be processed in sufficient time to allow the appropriate administrators to secure an adequate substitute.
6. When leave is taken for the purposes set forth in and in conformity with the provisions of Section B as follows, it shall be without loss of pay and without loss of any benefits except as otherwise specifically set forth.

- B. Leaves With Pay

1. Bereavement Leave

In the event of a death of a member of the employee's immediate family, viz: spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, or brother-in-law, the employee shall be granted five (5) consecutive days leave with pay. Additional time for travel may be approved, without pay, at the sole discretion of the Superintendent of Schools. Similar benefit may be approved by the Superintendent of Schools at his or her sole discretion in the event of the death of a relative by blood or marriage of an employee who may not meet the foregoing definition of immediate family but who had resided within the employee's household. Requests for bereavement leave shall specify in writing the name and relationship of decedent.

In the event of a death of the employee's aunt, uncle, niece, nephew cousin, the employee shall be granted up to three (3) days paid leave.

For the purpose of bereavement or family leaves - Immediate family shall mean spouse, child, father, mother or domestic partner. A Domestic

partnership is a couple who has lived together for at least two years, are financially interdependent, are not blood relatives in a way which would bar marriage, are at least 18 years old, and are not legally married to another person. Notification of such leave should be provided to the Superintendent and Principal as soon as practical.

In the event of death of other blood relatives or other relatives by marriage, the employee shall be granted up to one (1) day paid leave to attend the funeral.

2. Death of Member-In-Service

In the event of the death of a member in active service, a reasonable sized delegation, as determined by the Central Administration following recommendation by the Association, shall be selected to attend the funeral services as representative of all schools. In addition, an appropriate epitaph prepared by the Association may be read in each school on the day of the funeral.

3. Interment Representative

Interment service for person in a member's immediate family, one (1) person from the school to which the member is assigned. TIME AS NEEDED UP TO ONE (1) FULL DAY EACH TIME.

4. Jury Leave

Any educator who is required to serve on a jury under state or federal law will, for the period while on jury duty, suffer no loss of regular earnings for any period during the school year. Upon completion of said jury duty, the educator shall submit copies of vouchers showing how much the educator received from the court. This amount shall be subtracted from the educator's regular paycheck as soon as is practicable. If an educator does not submit copies of the aforementioned vouchers within five (5) days after the completion of said jury duty, the educator's daily rate of pay will be subtracted for the number of days for jury duty from the educator's paycheck. The correct adjustments will be made upon submission of said voucher.

5. Legal Proceedings

- a. Except as hereinafter set forth, leave with compensation will be granted to the extent necessary for attendance upon any legal proceedings when such attendance is requested by the Committee or their statutory agents, or when such attendance is compelled in

third party proceedings in which the educator is a party and which arises out of his or her performance of duty in conformity with School Committee policy.

- b. No compensated leave will be granted for legal proceedings in which the educator or Association is an adversary party to the Committee or their statutory agents unless the educator's attendance is as a witness for the Committee or their statutory agents.
- c. No compensated leave will be granted for attendance at legal proceedings in which the educator is a defendant in a criminal case nor for proceedings personal to the educator and not directly related to the educator's duties as an educator.

6. Personal Leave

- a. Each member shall be allowed personal leave without the need for administrative approval to a maximum of three (3) days in each work year. Such leave shall be considered fully earned on the first class day of the work year.
- b. Personal leave is neither cumulative nor transferable. However, unused personal days will be converted to sick leave at the end of each school year and may be accumulated as sick leave.
- c. It shall be a violation of the terms of this contract to use the privilege of personal leave for mass absences by a substantial number of the members of the bargaining unit as a means of protest, coercion, or other abuse of the privilege and if so used shall subject each participant to loss of pay in addition to any other remedies available to the Committee or their statutory agents under this Agreement or any other provisions of law.
- d. Members shall provide at least fourteen (14) calendar days advance notice of the use of a personal day to the principal, except in the case of an emergency.

7. Ready Reserve/Military Leave

- a. To receive this leave, employee must be a member of an organized unit of the ready reserve of the Armed Forces of the United States. Letter of request must be accompanied by a copy of the member's orders to report for duty, must state the unit to which the employee belongs, the date of departure to and date of return from military training, and the conditions surrounding reasons why the training could not have been taken at another time such as summer months.

- b. Letter must be forwarded immediately upon determination that military training obligation must be met. ALL BENEFITS SHALL CONTINUE. Seventeen (17) days maximum in any one (1) calendar year.

8. Religious Holiday Leave

Up to two (2) days of paid leave (not to be deducted from other types of paid leave) shall be granted to members of the bargaining unit for their religious holidays for which provision is not made in the school calendar provided at least fourteen (14) calendar days advance notice is provided to the principal. Bargaining unit members can take unused personal days and/or unpaid days for additional religious holidays.

9. Sick Leave

- a. Sick leave with pay is granted solely for the purpose of protecting the member from financial loss caused by illness or injury.
- b. As occurring day by day, sick leave shall be granted by the employee's immediate supervisor or administrator upon oral notification of illness. Such leave shall be granted only to employees unable to perform their duties as a result of sickness or injury. Notification of absence shall be given by the employee as early as possible on the first day of absence and daily thereafter. Daily notification shall not be required in the event an educator notified the administrator of extended absence. If such notification is not made such absence may be applied to absence without pay. For any period of absence on account of illness, or abuse is suspected, a doctor's written certification of illness may be required of the educator by the immediate supervisor or Central Administration in which case the member must comply if sick leave benefits are to be paid. Such a doctor certification must be requested while the educator is absent.

An educator will be entitled to use any of their annual sick leave days (i.e., up to fifteen (15) or eighteen (18) days as applicable) each year for the purpose of illness or emergency in the immediate family as defined in Article 6(B)(1).educator

- c. Sick leave with pay shall not exceed the equivalent of one and one-half (1½) days for each month in the employee's work year and shall accumulate to a maximum of one hundred fifty (150) days. Sick leave credit will begin on the first day of the month following employment and will accumulate each calendar month thereafter.

- d. In the event an educator is absent in the early part of a school year on one (1) or more occasions under circumstances which would entitle the educator to sick leave benefits but for the fact that the educator has accumulated no sick leave credits as of the time of the absence, then sick leave credits earned thereafter in the same school year may be applied retroactively, if the educator wishes, to the absence or absences in question.
- e. An employee who has accumulated maximum number of sick days shall begin the next employment year by using the number of allowable sick days for that year before encroaching upon his or her accumulated sick leave. Two (2) additional sick days per school year shall be granted for each year of continuous service beyond the 5th year of continuous service. One (1) additional sick day shall be granted for each year of continuous employment beyond the tenth (10th) year.
- f. Any member having an aggregate of more than two (2) days of absence without pay in any calendar month shall not receive sick leave credit for that month.

g. Expiration of Sick Leave

Professional educational personnel with illness or recuperative period which is anticipated to extend beyond fifteen (15) continuous days following the last paid sick leave day must request prior to that date a leave of absence, without pay, for the time deemed necessary for recovery. A doctor's statement attesting to the illness or recuperative period must be submitted (by the doctor) upon request of school officials. TIME AS NEEDED: ONE (1) EMPLOYMENT YEAR, MAXIMUM. All benefits suspended, except Blue Cross-Blue Shield, Washington National Insurance, and Life Insurance during which period the total cost of the premiums shall be paid by the employee.

h. Sick Leave Bank

An educator who has exhausted the educator's individual sick leave due to a catastrophic illness or accident may request that a special sick leave account be established on his or her behalf. Upon request, the Superintendent shall establish said account, which shall consist of voluntary donations, not to exceed one (1) personal day for each member of the bargaining unit who elects, in his or her sole discretion, to make a donation. No educator may make more than one request during his or her employment with the Easthampton Public Schools.

10. Worker's Compensation Leave

- a. The provision of Massachusetts General Laws M.G.L. Chapter 152, Section 69 shall be controlling in all matters not expressly covered by the Collective Bargaining Agreement between the parties.
- b. In all matters not expressly covered by either the parties Collective Bargaining Agreement or M.G.L. Chapter 152, Section 69, the parties will follow City policy and/or practice.
- c. An educator who is injured on the job and found eligible to receive compensation under M.G.L. Chapter 152, Section 69 may during the regular school year suffer no loss of regular earnings, provided the educator turns over to the City of Easthampton, all monies received during this period under M.G.L. Chapter 152, Section 69 and further provided that a prorated deduction is made from the educator's accumulated sick leave until exhausted. Thereafter the educator, if eligible, will receive worker's compensation benefits only. The prorated deduction from the educator's sick leave will be based on the difference between the educator's per diem rate of pay (1/185th of regular salary) and the amount received under said Worker's Compensation statute. A educator may elect to use only Worker's Compensation, if eligible, with no prorated deduction from sick leave. If such option is elected, the Association acknowledges the above provision regarding "no loss of earnings" would not apply.

11. The Committee will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA), Small Necessities Leave Act (SNLA), Domestic Violence Leave Act (DVLA), the Massachusetts Parental Leave Act (MPLA), and Section 7(r) of the Fair Labor Standards Act (FLSA) regarding breast feeding. The School Committee's FMLA, SNLA, DVLA, FLSA, and MPLA policies are available in the Principal's office in each school building, and from the Association President. These policies outline the general requirements of the FMLA, SNLA, DVLA, FLSA, and MPLA, but are not meant to be all inclusive. The Committee's FMLA, SNLA, DVLA, FLSA, and MPLA policies are available on the Committee's website and will be posted in each building. Accumulated sick and/or personal leave time may be used if allowed by the terms of this Agreement.

C. Leaves Without Pay

1. Induction or Enlistment

- a. Any member who is inducted or enlists to serve in the Armed Forces of the United States shall be granted a leave of absence and subsequent reemployment in accordance with Section 459, Section

b and g of the Selective Service Act of 1967. A letter of notification shall be submitted by the employee immediately upon his or her awareness of induction or enlistment.

- b. For conditions other than honorable separation from the military, the employee's reinstatement shall be contingent upon review of the Superintendent.
- c. Induction or Enlistment Policy shall be superseded by legislative enactment relating to these matters except that any or all parts of this policy shall prevail if the benefits contained herein are greater.

2. Birth Parent Leave

- a. An educator who is the birth parent may request and receive a leave for the purpose of confinement, delivery, and recuperation under the provisions of either paragraph b or c as the employee may elect. Such election shall be made in writing before leave is taken and such election, when made, shall be final and binding.
- b. Birth parent leave may be elected under the provisions of Section 105D of Chapter 149 of the General Laws in which event the rights and duties of the employee and the notice required shall be determined by reference to said section.
- c. Birth parent leave may be elected for the balance of the school year during which the leave commences. Such leave shall commence on the date requested by the employee provided that notice of election to take leave under this paragraph shall have been at least forty-five (45) calendar days before leave commences.
- d. Birth parent leave taken under either b or c is without pay or other benefits except that the employee is entitled to continue group Blue Cross – Blue Shield and Life Insurance membership at the employee's own expense.
- e. If an educator taking birth parent leave has accumulated sick leave credit available, under the provisions of Section 9 of Leaves with Pay, the employee may elect to use that credit to the extent available for such part of the employee's confinement, delivery, and recuperation as the employee's doctor may certify the employee unable to perform the employee's duties because of illness.
- f. An educator on birth parent leave has the status of an educator on leave of absence.

3. Adoption Leave

Adoption Leave may be elected for the balance of the school year during which the leave commences. Such leave shall commence on the date requested by the employee provided that notice of election to take leave under this paragraph shall have been at least forty-five (45) calendar days before leave commences. Adoption Leave is without pay or other benefits, except that the employee is entitled to continue Group Medical and Life Insurance membership at his/her own expense (note: in the event that the leave is also covered by the FMLA and/or MPLA, the employee shall only be required to contribute their share of the insurance premiums during the portion of the leave that is covered by the FMLA and/or MPLA). An employee on adoption leave has the status of an employee on leave of absence.

4. Leaves of Absence

- a. In addition to those leaves of absence set forth in sections 1 and 2 of leaves without pay, the Committee reserves the right to grant leaves of absence, in its sole and unlimited discretion, upon individual requests for such periods of time and on such terms as it may determine. All such leaves are without pay and without other benefits except that the employee is entitled to continue Blue Cross – Blue Shield and Life Insurance membership at his or her own expense.
- b. Whenever the Committee at an employee's request shall have granted a leave of absence to such employee for a specified period of time, the Committee shall not be obligated to return such employee to active service prior to the expiration of the full term of the leave granted. In the event the Committee sees fit to do so on an individual case basis and on such terms as it deems best, such Committee action shall in no way constitute a precedent for any limitation whatsoever on the Committee's free exercise of its powers in cases arising thereafter.
- c. Educators returning from leave of absence may be assigned wherever the Superintendent deems best.
- d. Educators willfully absent without leave granted under this Article 6 are presumed to have resigned their position and no further salary or benefits shall thereafter accrue.

5. Association Leave – President

- a. The Association president will be granted administrative leave upon request without pay in order to conduct Association business. Such leave shall be in addition to other leaves made available by other sections of this Agreement.

D. Leaves with Partial Pay

1. Professional Leave – Leave of Absence

For the purpose of studying for advanced degree or certificate, to travel, or to benefit from a foundation or federal grant: Upon recommendation by the Superintendent of Schools and approved by the School Committee, professional leave shall be granted to any member of the staff for professional improvement subject to the following conditions:

a. Percent of Staff on Leave

No more than two percent (2%) of the educational staff shall be absent on professional leave at any one time.

b. Advance Notice for Leave of Absence

Request for professional leave shall be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than four (4) months preceding the employment year for which the professional leave is requested and action must be taken on all such requests no later than two (2) months preceding the employment year, except in cases where the granting authority includes other restrictions, for which the professional leave is requested.

c. Minimum Continuous Service

The staff member has completed at least seven (7) consecutive or ten (10) employment years of service in the Easthampton School System and has not had professional leave in the previous seven (7) years.

d. Compensation

Personnel on professional leave shall be paid at fifty percent (50%) of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.

e. Commitment to Return

A member of the professional staff accepting such leave shall enter into a written agreement with the Easthampton School Committee in accordance with the provisions of Chapter 71, Section 41A, of the General Laws of the Commonwealth of Massachusetts.

f. Benefits and salary scale step increases accrue as though service was continuous. ONE (1) EMPLOYMENT YEAR.

g. Finality of Committee Action

A decision by the Committee denying any application for professional leave hereunder shall be final and binding on all parties.

Article 7
COMPENSATION

A. Basic Salary Schedule

1. The salaries negotiated for the members of the bargaining unit and their effective dates are set forth as Appendix A attached to and made part of this Agreement.
2. The annual salary schedule set forth in this document applies to every member and specifies his or her pay for his or her work year.
3. Upon employment in Easthampton, subsequent to the effective date of this contract, every educator shall be placed on the salary schedule at the step appropriate for his or her degree status and experience.

B. Degree Status

1. Master's Degree

A Master's Degree obtained in a field different from that in which a person is teaching will not be considered for salary increment until the educator is employed in that field except that a Master's of Education shall be acceptable for placement on the Master's Degree scale in any field in which the member is assigned. Once placed on the Master's Degree Scale, a person shall not be removed there from by reason of a change in assignment.

2. Master's Plus 30 Credits

For placement on the Master's plus 30 credits scale, an educator shall have satisfactorily completed thirty (30) semester hours of study at an accredited college or university in a program approved by the Superintendent of Schools. All thirty (30) credits must be earned after receipt of a Master's Degree, all must be graduate level courses and all must be earned in courses other than courses already used for credit toward a Master's Degree. A minimum of fifteen (15) academic credits in an approved field of concentration must be contained in the program and the remainder shall relate to and shall be in the general field of education.

3. Approval procedures for courses and appropriate forms are attached to this Agreement as Appendix C.

C. Experience

1. Every educator shall be placed on the salary schedule at the step appropriate for his or her years of teaching experience or other acceptable experience, provided, however, that intermittent substitute teaching shall not be credited as experience. In determining salary scale placement for newly hired educators offering prior experience, only experience specifically set forth in a signed application for employment and verified and accepted by the Superintendent shall be taken into account.
2. Upon the number of years of teaching experience being offered, accepted and verified as hereinbefore set forth, a newly hired educator shall be placed on the salary scale level consistent with this teaching experience.

D. Step Rate Increase

1. In order to qualify for continued step increments on the Bachelor and Master Degree Scales, an educator shall produce evidence of satisfactory completion of at least the following number of semester hours of study approved by the Superintendent of Schools, viz:
 - a. For progression on the Bachelor's Scale from Level 1 to Level 2 six (6) hours; from Level 3 to Level 4 six (6) additional hours; from Level 5 to Level 6 three (3) additional hours.
 - b. For progression on the Master's Scale from Level 1 to Level 2 three (3) hours; from Level 3 to Level 4 three (3) additional hours; from Level 5 to Level 6 three (3) additional hours.
 - c. Course approval shall be requested and secured in advance.

- d. Course requirements must be completed prior to the beginning of the contractual year in order to be considered for placement on the salary scale for such year.
- e. In the event an educator has submitted a certificate from an accredited institution of higher learning that such educator is enrolled at said institution in a prescribed course leading to an advanced degree at such institution then courses required for such degree shall receive automatic approval for credit under this Article.

E. Provisions

1. Progression on the salary scale will be based on meeting the provisions of Section D and the individual's teaching experience including the current year.
2. No educator shall be placed upon the salary scale at the beginning of an employment year more than one (1) level higher than the pay grade he or she was assigned in his or her most recent employment year. This provision shall apply as well to those whose progression is interrupted by leave of absence or by failure to qualify under Section B as to those eligible for automatic progression for uninterrupted service. Any employee, however, upon notice giving sufficient reason, shall be permitted an additional period of one (1) year to meet the requirements of Section B in order that normal progression on the schedule may be resumed.
3. Personnel required by their teaching assignment to go from building to building during the regular school day shall be reimbursed for such travel as requires the use of their own motor vehicles at the current IRS rate per mile based upon mileage established by the School Committee, such reimbursement to be made bi-monthly.

F. Straight Annual Differential for Specific Positions

1. A educator's base annual salary during the term of this Agreement shall be determined as set forth as Appendix A of this Agreement.
2. Educators serving as Middle School and High School Curriculum Team Leaders shall be compensated according to Appendix D.
3. EHS Team Leaders for core subjects shall be compensated according to Appendix D.
4. A educator will be designated as "educator in charge" in the elementary, middle, or high school whenever the Principal and Assistant Principal(s) are out of the district or, in the opinion of the Superintendent, are otherwise unavailable. In the event that either the Principal or Assistant

Principal(s) are out of the district or, in the opinion of the Superintendent, are otherwise unavailable, the remaining administrator may decide in the administrator’s discretion to designate an educator in charge. An educator so designated and serving as “educator in charge” will be compensated at the rate of sixty-five dollars and eighty-one cents (\$65.81) in addition to the educator’s regular compensation. In lieu of designating an educator in charge, the Superintendent can assign a central office administrator to perform the duties of the Principal and/or Assistant Principal(s). However, said central office administrator will not perform evaluations and/or observations under the evaluation system contained in Appendix F of this Agreement while performing said function.

The selection of the educator in charge will be made from a rotating alphabetical roster of educators assigned to the building full time who have volunteered to serve as educators in charge.

- 5. Effective July 1, 2021, new SLP hires may be placed on the salary schedule in the Master’s +30 column if the educational institution granting the degree requires more than an M.Ed. to obtain the SLP degree.

G. Paracurricular Services – Preface

- 1. Personnel shall be appointed to paracurricular service assignment annually and before the expiration of the current school year, if possible. Personnel so appointed shall perform such duties and render such reports and evaluations as may be required from time to time by the Committee, the Superintendent of Schools or other responsible administrators.
- 2. If a decision is made to discontinue an activity it should be done prior to the next quarter. In such cases, coaches or advisors shall receive pro-rated pay for the service actually rendered.
- 3. If a decision is made to add an activity during the term of this Agreement, the Committee may do so and may assign such factor thereto as it sees fit.

H. Paracurricular Service – Salaries

- 1. If, as, and when appointed from time to time, the following positions shall carry the following additional pay for one (1) full year’s service in the capacity indicated. See Appendix B.

I. Achievement of National Certification Status – A one-time payment will be made to bargaining unit members in the following amounts:

Educators	\$500.00
School Psychologists	\$350.00
School Counselor	\$200.00

Speech-Language Pathologists

\$350.00

This payment will be made upon submission of documentation consistent with the "Comparison of National Certification Across School Professionals", compiled by the National Association of School Psychologists, January 2007.

Article 8
REDUCTION IN FORCE

- A. There may be occasions at any time, or from time to time and in any number or numbers, cumulative or otherwise when the Committee deems it necessary, or desirable, or expedient to reduce the work force. In such event, the following principles shall obtain, viz:
1. A determination by the Committee that a reduction in force shall be made and shall be final and binding on all parties.
 2. The Committee shall be the sole judge of the numerical extent of the reduction and such determination shall be final and binding on all parties.
 3. The Committee shall be the sole judge of the grade levels, the departments, the subject matter, the specialties, the school building, the supportive responsibilities, the paracurriculum services, the supervisory responsibilities, and the certification in which the reductions shall be made and the relative numbers in each and every category, whether enumerated herein or otherwise, by which a gross reduction is to be accomplished and such determination shall be final and binding on all parties.
 4. The Superintendent shall be the sole judge of which specific individual employees shall be terminated in consequence of any reduction in force and such determination shall be final and binding on all parties except.
 - a. That educators employed at the discretion of the Committee shall have the protection accorded them by the General Laws, when and if applicable; and
 - b. Any professional employee whose position is eliminated shall:
 1. Be transferred to an open position for which he/she is certified or if this is not possible, then;
 2. Replace an employee with lower seniority teaching in a position for which the employee whose position is eliminated is certified.

5. Seniority is measured in terms of a educator's length of continuous service in years, months, and days from their last date of employment by the School Committee. Educators shall be credited for Seniority purposes with all time spent on any leave of absence provided for in this Agreement.
 6. Cases of identical seniority shall be resolved by granting preference to the educator with the highest academic degree as of October 1st of the current academic year.
 7. The Superintendent will provide a seniority list of educators, in writing, annually to the Association. The list shall be made available to the Association within forty-five (45) days of the execution of the Agreement and updated annually thereafter. Challenges to the list must be made in writing to the Superintendent within fifteen (15) days after said list is received by the Association. If there are no challenges, the list shall stand for the full school year and until the next annual list is established.
 8. When lay-off action occurs, the Association shall be notified in writing of all educators on lay-off.
 9. The Association shall be notified, in writing, within ten (10) days, of all open positions as they occur and of any recall action taken by the District.
- B. The Superintendent has the right, duty, and responsibility of assigning educators wherever he/she sees fit provided any such assignment is within the scope of the educator's certification. In amplification of such power, and not in limitation thereof, the parties recognized the power of the Superintendent to make such transfers, assignment and reassignments as he/she deems expedient in effecting a reduction in force and such determination shall be final and binding on all parties.
- C. Educators who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective lay-offs. During the recall period, educators shall be notified by certified mail to their last address of record, and given preference for positions for which they are qualified by training and experience and all benefits to which an educator was entitled at the time of lay-off shall be restored in full upon reemployment within the recall period. During the recall period, educators who have been laid off shall be given preference on the substitute list if they so desire. Laid off educators shall be recalled in the inverse order of layoff.
- D. Any member of the bargaining unit who rejects a recall for reasons of illness or disability rendering the member unable to work, or other good reason as determined by the Superintendent of Schools, shall be moved one (1) position down on the recall list.

1. The reason for the rejection must be stated in a letter of rejection. The Superintendent reserves the right to require medical documentation to support any request for such rejection, including an examination by a physician of the Superintendent's choice and at the expense of the School Committee.
- E. Any member who rejects a recall to a position for which the educator is qualified for no reason or for an unacceptable reason under this section shall waive all recall rights under this Article and satisfy any further obligations on the part of the School Committee or their statutory agents.
- F. Laid off employees may continue group health and life insurance during the recall period, under the existing group plans administered by the City, provided that such continuation is permitted by the insurer's underwriting requirements and provided that the laid off employee shall pay the premium cost directly to the City Treasurer. Failure to pay premium or refusal to return to employment will terminate this option.
- G. In the event a laid off educator is re-employed by the Committee in the school year immediately following the expiration of the two (2) year recall period, then said educator will be entitled to the seniority and accumulated sick leave held at the time of the lay-off.
- H. In the event that the re-employed educator referenced in Section G was an educator with professional status at the time of lay-off, then the Superintendent agrees to consider prior to March 15 of the re-employment school year, the question of restoration of professional status.

Article 9 SEVERANCE PAY

An educator with twenty (20) or more years of service to the Easthampton Public Schools, upon notice of intent to retire submitted to the Superintendent of Schools not later than December 1 of the school year at the end of which retirement will take place, and upon a letter of resignation for the purpose of retirement dated no later than April 15, and upon agreement to retire effective June 30 at the end of said school year, will be eligible to receive a one-time payment in the amount of \$10,000, effective FY 2001. Such payment shall be made within six (6) weeks of the term of employment.

In the event of the death of an educator with twenty (20) years of service to the Easthampton Public Schools while in active employment, the above-mentioned severance amounts will be paid to the estate, and the notification provisions do not apply.

Benefits under this Article will be limited to those who intend to and actually do retire under the provisions of the Massachusetts Educators Retirement Board. Benefits paid

pursuant to this Article will not be considered regular earnings for the purpose of calculating retirement benefits.

Article 10
JUST CAUSE

No employee will be disciplined, reduced in salary, or discriminated against without just cause.

Article 11
MISCELLANEOUS PROVISIONS

A. Work Stoppage

1. The Association and the members of the bargaining unit severally agree that during the term of this Agreement they will not for any reason directly or indirectly cause, encourage, induce, threaten, or engage in any work stoppage, slowdown, strike, withholding of services, or any interference with the operations of any of the functions of the Committee or of the Easthampton Public Schools.
2. The Association recognizing and accepting its responsibility under the terms of this Agreement, agrees that in any event any members of the bargaining unit engage in any of the prohibited conduct described in paragraph 1, the Association shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any such member who engaged in conduct contrary to the provisions of this Article.
3. A member of the bargaining unit who engages or participates in any of the prohibited conduct described in paragraph 1 shall, at the discretion of the Superintendent, be subject to disciplinary action, including reprimand, suspension, or discharge and such action if taken by the Superintendent shall not be subject to the grievance procedure as provided in Article 5 provided however, that the fact of the participation of a member in such prohibited conduct shall be subject to the grievance procedure.

B. Past Practice

1. Whenever a past practice, custom, usage, administrative interpretation, fact finder's opinion, Committee policy or largess, or any individual exception to or application of a rule, statute, or regulation, including any prior application or interpretation of previous Collective Bargaining Agreements between these parties by whomever made or applied, whether

written or unwritten, conflicts with the text of this Agreement, the terms of this Agreement shall prevail.

C. Committee Rights

1. The exercise by the Committee or their statutory agents of any of the following rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Bargaining Unit.
 - a. The parties agree that the operation of the School Department, the supervision of the employees and their work are the rights of the Committee or their statutory agents. Accordingly, subject to the provisions of this Agreement and M.G.L. Chapter 150E, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used, to introduce new methods and facilities; the making of work schedules, the determination of what and where duties will be performed, and of employees competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline, or discharge of employees for just cause without discrimination, are rights of the Committee or their statutory agents.
2. The foregoing enumeration of these rights shall not be deemed to exclude other rights not specifically set forth, the Committee or their statutory agents therefore retaining all rights not otherwise specifically restricted by this Agreement.

D. Negotiations

1. At the request of either party hereto, the parties agree to meet and negotiate in good faith such changes as either may propose in the event of a binding legislative enactment or Department of Education regulation effecting one (1) or more of the following:
 - a. imposition of a higher minimum wage than the minimum set forth; or
 - b. imposition of maximum daily or weekly hours of educators or days of service of educators; or
 - c. imposition of leave benefits greater than those herein set forth; or
 - d. imposition of a mandatory system of paraprofessionals greater in scope than any presently in effect; or
 - e. imposition of a mandatory severance pay benefit, payment of unused sick leave or other personal benefit with pay.

2. The provisions of paragraph 1 notwithstanding, the parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unconditionally waives the right to reopen negotiations on any subject matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, this will not preclude the parties from mutually agreeing to amend this Agreement at any time.
3. It being the intention of the parties to the Agreement that each party may freely offer contract proposals to the other during the bargaining process, the parties agree that the making of a proposal by either party in connection with the collective bargaining process or in connection with the proposed amendments to the contract which proposal does not for any reason become a part of the contract shall not in itself have a precedential effect in interpreting the intention of the parties to this contract and all intent of the parties is to be drawn from the contract alone and from the evolution of the contract and no court or administrative body or arbitrator or fact-finder shall give evidentiary weight to the making of either party and the rejection by the other of any such proposal.

E. Hiring Committees

The Committee will offer union member(s) the voluntary opportunity to serve on hiring committees without compensation.

Article 12
SCHOOL DISTRICT NURSE

- A. The provisions of this Article 12 are applicable only to the School District Nurse, and in the event any terms or provisions of this Agreement are inconsistent with the provisions of this Article as to the terms and conditions of employment of the School District Nurse, the terms of this Article shall govern.
- B. The School Nurses and School District Nurse are employed for one hundred eighty five (185) days, including the period students are present. The School District Nurse is also required to work ten (10) additional days as requested by

the principal or other appropriate administrator, said days to be compensated at the School District Nurse's per diem rate. The normal workday of the School District Nurse is seven and one-half (7.5) hours, but it is understood that the positions may occasionally require longer hours/additional work.

- C. The School District Nurse will be compensated at the appropriate step of the Bachelors Schedule, Appendix A, with initial step placement to be determined by the Superintendent at the time of hire. A District Nurse who has earned a Masters' Degree in Nursing will receive an additional \$3,000. This salary will be prorated in the event that the position is reduced to less than full time.
- D. The School District Nurse will be reimbursed for attendance at meetings and conferences or professional improvement opportunities at the request of and/or with the advance approval of the Superintendent or the Superintendent's designee.
- E. The School Committee shall provide insurance providing indemnification for expenses or damages incurred by the School District Nurse in defense or settlement of a claim against the Nurse, which arose out of acts performed by the Nurse while acting within the scope of the Nurse's official duties or employment, provided that the defense or settlement of such claim shall have been made by the City Counsel or by an attorney furnished by an insurer obligated under the terms of the policy(ies) to defend the School Committee and/or the City against such claim.
- F. The School District Nurse shall comply with the health standards as required and specified in M.G.L., Chapter 71, Section 55B. The School Committee reserves the right to extend the scope of physical examination required by law. In the event that the School Committee requires additional physicals, it will bear the cost.
- G. The School District Nurse shall furnish and maintain throughout the term of this contract a valid certificate qualifying the Nurse in this position as required by M.G.L. Chapter 71, Section 38G.
- H. The Superintendent of Schools or the Superintendent's designee shall meet with the School District Nurse at least once each year for the purpose of discussing the Nurse's job performance. Evaluation shall be in accordance with the job description established for the School District Nurse. The School District Nurse will be afforded the opportunity to review the Nurse's annual job evaluation before said evaluation is finalized.

Article 13
SCHOOL SOCIAL WORKER

- A. The school social worker shall be placed on the educators' salary scale set at the level appropriate for the school social worker's teaching experience and education.
- B. The school social worker shall work the normal educator year and educator hours except that the school social worker by virtue of the nature of the school social worker's work may be called upon occasionally to perform work at irregular hours.

Article 14
PAYROLL

Educators will be paid 1/26 of their annual salary every two weeks during the school year. The Superintendent will determine the starting and ending pay dates after the school calendar has been approved by the School Committee, provided that educators will be paid on the first regular pay date after the start of the school year.

Educators may continue to receive their pay bi-weekly through the summer, or may, if they so elect, opt to receive a "lump sum" equal to what they would receive if the former option had been selected. If the "lump sum" option is selected, notice must be made to the Business Office prior to the beginning of the school year, and will be irrevocable unless notice is made prior to the beginning of the a succeeding school year.

The lump sum payment will be processed on or after the last educator work day, inclusive of snow make up days, and the check will be issued no later than thirteen (13) business days after the last educator work day.

Educators will be notified of the first pay day in September as soon as the school calendar is approved by the School Committee.

Educators will not go a pay period without a pay check.

Payment for work compensated on an hourly basis such as curriculum work, committee workshops, and after-school meetings, will be received no later than two (2) pay periods after the submittal of the appropriate documentation.

Article 15
DUES DEDUCTION

The Committee agrees to deduct from the salaries of the unit members who have on file with the Committee a deduction authorization card, to be supplied by the Association, the dues required as a condition of acquiring or maintaining membership in the Association as provided in Section 17C of Chapter 180 of the General Laws as amended.

The Committee agrees not to discontinue such deductions except upon sixty (60) day written notice given by the educator.

The Easthampton Educational Association (EEA) shall have access to meet with employees on school grounds during the school day to investigate grievances, complaints, and other workplace issues. The EEA shall be allowed to conduct meetings during lunch breaks, other non-work breaks, before, and after the school day in school buildings. The EEA shall have the right to meet with new employees without loss of pay or leave to the new employee or a union representative for not less than 30 minutes within the first ten days of employment. The EEA shall have the right to communicate with members through district email. This will be according to the provisions of Mass General Laws Chapter 150E Section 5A. [Chapter 150E \(malegislature.gov\)](http://malegislature.gov)

The Association agrees that it will indemnify and hold the Employer harmless for any and all claims, demands, suits, or damages arising from this Article, provided that the Association retains the sole right to select and assign appropriate legal counsel and provided that the Employer cooperates with said counsel in the conduct of the case.

Article 16

PROFESSIONAL DEVELOPMENT COMMITTEE

Immediately upon execution of this Agreement, the parties agree to establish a Joint Professional Development Committee, consisting of representatives selected by the Association and by the Superintendent on behalf of the School Committee. This committee shall act in an advisory capacity to the Superintendent regarding all professional development programs undertaken by the district, including, but not limited to, the scheduling and content of professional development days, the creation of the district professional development plan, the establishment of the professional development budget, the development of options for the recertification of all educators in the district, and the adoption of training programs for support staff working within the district.

Article 17

PROFESSIONAL DEVELOPMENT INCENTIVE REIMBURSEMENT

The parties agree that courses as a part of staff development programs are essential to the continued professional growth of staff members, professional climate of the schools, and the maintenance of quality education for Easthampton students and should be encouraged.

To that end the following professional development incentive policy and process shall be set up.

The School Committee will set aside up to \$8,000 each year of this contract for professional development incentives to include the following.

Satisfactory completion of a college course taken for academic credit during the life of this contract will result in a one-time reimbursement to a limit of three credits during the life of this contract. Reimbursement will be based on the prevailing tuition credit rate at the University of Massachusetts. Reimbursement will be paid upon submission of a satisfactory grade report (letter grade B or above) and a paid tuition invoice from the bursar's office of the institution.

In order to be eligible for an incentive, staff members must submit their course description to the Superintendent for prior approval (by August 15 for the fall semester, January 15 for the spring semester, and June 1 for the summer semester). Approval is contingent on the course being consistent with the system priorities and objectives and/or in the staff member's content or specialty area.

Requests for incentive reimbursement will be approved on a first come, first serve basis not to exceed the maximum total set aside. If the maximum total has not been expended by June 15, then the remaining amount shall be equally distributed to the educators who were previously reimbursed during the current fiscal year up to the total amount actually paid for the course by the educator above and beyond the prevailing tuition credit rate at the University of Massachusetts. If the maximum total still has not been expended, then the remaining amount shall be equally distributed to the educators who submitted for reimbursement for a second course during the current fiscal year.

Article 18

SPECIAL EDUCATION AND BEHAVIORAL ISSUES

- A. An educator who has referred a student for disciplinary action will be afforded the opportunity to provide input to the Principal regarding the discipline. Once a disciplinary sanction has been established, the educator will be informed of the Principal's final decision.
- B. All educators who are assigned students who have been identified as receiving special services under Chapter 766, or other statutorily-mandated accommodations, will receive a timely summary of information with the educators' responsibilities.
- C. In cases where, in the educator's professional judgment, a student's behavior poses a threat to the safety of the student, the educator, or other staff, or to other students, the educator may request that a Special Education evaluation team be convened. The educator will be entitled to attend the meeting.

Article 19

JOINT COMMITTEE

The Association and Superintendent will establish a Joint Committee, charged with streamlining and where possible eliminating unnecessary and redundant program reporting and initiatives, with the work of this committee to begin concurrently with the

negotiation of this agreement. The recommendations of this committee would then be referred back to the negotiations process, with agreed upon language to be included in the successor collective bargaining agreement.

Article 20
PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, pregnancy, pregnancy-related condition, marital status, breastfeeding parents, race, color, creed, sexual orientation, gender identity, national origin, union activity or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Article 21
DURATION

- A. This Agreement shall become effective July 1, 2021 and shall continue in effect to and including June 30, 2024. During any period of negotiations between the parties hereto, the provisions of this Agreement shall remain in full force and effect until such time as a new Agreement has been signed. Such negotiations will be conducted in good faith.

IN WITNESS WHEREOF the parties to this Agreement have caused these presents to be executed by their agents hereunto duly authorized, and their signatures to be affixed hereto, as of this date appearing before each signature.

EASTHAMPTON SCHOOL COMMITTEE

EASTHAMPTON EDUCATION
ASSOCIATION

Chairperson

President

Date

Date

APPENDIX A
EASTHAMPTON PUBLIC SCHOOLS

EDUCATORS SALARY SCALE

Level	Bachelors	Masters	Masters+30
2021-2022			
1 (1-3)	\$46,269	\$50,895	\$53,210
2 (4-5)	\$50,895	\$55,107	\$57,837
3 (6-7)	\$55,525	\$60,149	\$62,464
4 (8-9)	\$60,149	\$64,778	\$67,092
5 (10-11)	\$64,778	\$69,405	\$71,718
6 (12)	\$69,404	\$74,034	\$76,347
6 (13-20)	\$70,563	\$75,191	\$77,504
6 (21-25)	\$71,117	\$75,746	\$78,060
6 (26+)	\$71,310	\$75,938	\$78,251

Level	Bachelors	Masters	Masters+30
2022-2023			
1 (1-3)	\$47,194	\$51,913	\$54,275
2 (4-5)	\$51,913	\$56,209	\$58,994
3 (6-7)	\$56,636	\$61,352	\$63,713
4 (8-9)	\$61,352	\$66,073	\$68,434
5 (10-11)	\$66,073	\$70,793	\$73,153
6 (12)	\$70,793	\$75,515	\$77,874
6 (13-20)	\$71,974	\$76,695	\$79,054
6 (21-25)	\$72,539	\$77,261	\$79,621
6 (26+)	\$72,737	\$77,457	\$79,816

Level	Bachelors	Masters	Masters+30
2023-2024			
1 (1-3)	\$48,138	\$52,952	\$55,360
2 (4-5)	\$52,951	\$57,333	\$60,174
3 (6-7)	\$57,768	\$62,579	\$64,987
4 (8-9)	\$62,579	\$67,395	\$69,802
5 (10-11)	\$67,395	\$72,209	\$74,616
6 (12)	\$72,208	\$77,025	\$79,432
6 (13-20)	\$73,414	\$78,228	\$80,635
6 (21-25)	\$73,990	\$78,806	\$81,213
6 (26+)	\$74,191	\$79,006	\$81,412

Any educator who is hired or reduced to less than a full time position will receive a salary which will be prorated on the time worked.

APPENDIX B

Coaching and Extra Curricular

<u>Position</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>
High School Yearbook	1,833	1,851	1,888
Senior Class Advisor	1,468	1,483	1,513
Junior Class Advisor	1,097	1,108	1,130
Sophomore Class Advisor	732	739	754
Freshman Class Advisor	369	373	381
Student Council	733	740	755
Student Newspaper	1,098	1,109	1,131
Drama Club	1,098	1,109	1,131
As Schools Match Wits	1,098	1,109	1,131
Ski Club	548	554	565
SAT Administrator	694	701	715
SADD	704	711	725
Peer Leadership	369	373	381
Mt. Bike Club	369	373	381
Art/Photography	369	373	381
Outdoor Club	369	373	381
World Languages	369	373	381
Key Club	368	372	379
Renaissance Coordinator	707	714	728
M.S. Damatics	368	372	379
M.S. Arts Club	530	535	546
8th Grade Trip	554	560	571
National Honor Society	368	372	379
Culinary Arts	1,081	1,092	1,114
Band Director	3,235	3,267	3,332

Choral Director (H.S.)	1,615	1,631	1,664
Choral Director (M.S.)	1,615	1,631	1,664
H.S. Theater Director	3,193	3,225	3,290
Assistant Theater Director	1,390	1,404	1,432
Model United Nations	530	535	546
Jazz Band Director	705	712	726
H.S. Gay/Straight Alliance	464	469	478
M.S. Talk It Out Mediation	923	932	951
M.S. LEO	179	181	185

The district shall provide a mentoring training program to all new educators to the district following Massachusetts Department of Elementary and Secondary Education guidelines. Mentors will be paid \$400 per mentee.

APPENDIX B

<u>Position</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>
Athletic Director	14,928	15,077	15,379
Varsity Soccer Coach	3,296	3,329	3,396
JV Soccer Coach	2,191	2,213	2,257
Varsity Football Coach	4,347	4,391	4,479
Assistant Football Vcoach	2,623	2,649	2,702
Fall Cheering Coach	3,296	3,329	3,396
Fall Non-Competition Cheer	1,649	1,666	1,699
Varsity Basketball	4,347	4,391	4,479
JV Basketball	2,695	2,722	2,776
Ice Hockey Coach	4,347	4,391	4,479
Swimming Coach	3,296	3,329	3,396
Assistant Swimming Coach	1,968	1,988	2,028
Winter Cheering Coach*	3,296	3,329	3,396
Assistant Winter Cheering*	1,833	1,851	1,888
Winter Non-Competition	1,649	1,666	1,699
Winter Assistant Non-Comp	917	926	945
Varsity Base/Softball	3,296	3,329	3,396
JV Base/Softball	2,191	2,213	2,257
Varsity Golf Coach	2,623	2,649	2,702
Varsity Volleyball	3,296	3,329	3,396
JV Volleyball	2,191	2,213	2,257
JV Football Coach	917	926	945

*Competition Squads must be both home game and competition squads.

Service Stipend – A stipend of \$250 will be added to the above stipends and apply after five (5) years of continuous service in the same sport. This service stipend would not apply to the Athletic Director.

MASTERS DEGREE or MASTER +30 PROGRAM APPROVAL

EASTHAMPTON PUBLIC SCHOOLS
EASTHAMPTON, MASSACHUSETTS

- This form requesting Advanced Degree Approval for salary purposes must be filed with the Superintendent before the program begins. Forms may be submitted at a later date in unusual circumstances, provided verbal approval has been received from the Superintendent.
Elective graduate courses taken by individuals not in a prescribed program, must be in their area of concentration in order to be approved as a substitute for course requirements with the approval of the Superintendent (note: P.D.P.'s cannot be used as credit towards a degree program.). A minimum of fifteen (15) academic credits in an approved field of concentration must be contained in the program and the remainder shall relate to and shall be in the general field of education,
For a Masters and/or advanced degree, formal notification must be received from the college or university stating that the individual is enrolled in a prescribed course of study leading to an advanced degree upon an individual's acceptance into that program.
If a person receives an advanced degree during the contractual year, he/she will remain on the same salary step until the end of that contractual year.
If your intent is to complete your program during the summer, the Superintendent must be notified prior to June 1st to ensure salary increase for the upcoming year.
If you intend to use a course(s) for a salary step increase, you must submit a yellow "Course Approval for Step Increase" form.
Use the reverse side as a progress report/update of your degree or program status and submit to the Superintendent's Office on June 1 and December 30 of each year.

TO BE COMPLETED BY THE EDUCATOR

DATE: _____
TO: Superintendent of Schools
FROM: _____
Print or Type Your Name
RE: MASTERS DEGREE, ADVANCED PROGRAM. or MASTERS +30 APPROVAL

- 1. Institution(s): _____
2. Type of degree/program: _____
3. Area of Concentration: _____
4. Number of credits needed for degree/program. _____
5. Projected date degree to be received/program completion: _____
Program description for Masters/or description of intended program as it appears in catalogue: (you may attach description)

TO BE COMPLETED BY THE SUPERINTENDENT OF SCHOOLS

_____ Program Approved No further approval needed for individual courses needs to take place until the completion of the program (unless credits are needed to advance on the salary schedule. The program approval form, accompanied by the official college record of grades and credits, must be submitted to the Superintendent's Office. Following appropriate action by the Superintendent's Office, these documents will become a permanent part of the educator's dossier.

_____ Program Not Approved: please refer to section 8.1.2 of the contract.

Forms: Bachelor, Masters, Master +30 NEW
10/04

Name _____ Area of concentration _____

Progress Report to the Superintendent's Office June 1 and December 30

Date	Graduate Level Course Description	# of Credits	Date Completed	Balance of Credits Needed

NOTE: SEND A COPY OF THE PROGRESS REPORT TO THE SUPERINTENDENT'S OFFICE BY JUNE 1 AND DECEMBER 30 OF EACH YEAR. KEEP ORIGINAL UNTIL COMPLETED.

Forms: Bachelor, Masters, Master+30 NEW
10/04

APPENDIX D
COURSE APPROVAL FOR STEP INCREASES

EASTHAMPTON PUBLIC SCHOOLS
EASTHAMPTON, MASSACHUSETTS

*Approved college and/or university courses may be used to qualify for continued step increments. Successful completion of professional development programs (P.D.P.s), according to the current Department of Education regulations, may also be used for continued step increments (**note:** PDP's cannot be used as credits towards a degree program). Fifteen (15) Professional Development Points equal (one) 1 credit. Professional Development Points or courses taken during school time cannot be used towards salary scale step increases.*

A teacher requesting prior approval for step increases must do so on this form. (One form for each course or program please). The required information must be provided on page two of this packet.

Prior to becoming a signatory to this document, the teacher should become familiar with the appropriate sections of the governing Policy of the Easthampton Public Schools and the Easthampton School Committee-Easthampton Teachers Association Collective Bargaining Contract in effect on this date. This information appears in section 8.1.1 of the contact.

Following completion of all parts of page two, the document should be forwarded to the Superintendent's Office. The Superintendent of Schools will complete the appropriate sections on page three and return the form to the teacher. Teachers will remain custodians of the form until the teacher receives an official record. At that point in time, teachers will submit the original course approval form, accompanied by the official college record of grade and credits or a Professional Development Certificate to the Superintendent's Office. Upon final acceptance of the submitted documents, all materials will become a permanent part of the teacher's dossier.

**Approval for Courses or Professional Development Programs
that Qualify for Step Rate Increases**

Academic Credit Requirements: Teachers must fulfill course requirements as they occur on the salary schedule. For this purpose academic credits must be earned as follows:

Level	Current Year of Teaching	Credits needed to move to next level on BA	Credits needed to move to next level on MA	Credits needed to move to next level on MA+30
1	1-3	6	3	0
2	4-5			
3	6-7	6	3	0
4	8-9			
5	10-11	3	3	0
6	12+			

Course requirements must be completed prior to the beginning of the contractual year in order to be placed on the proper salary step.

This form requesting approval of courses for salary purposes must be filed with the superintendent before the course begins. Forms may be submitted at a later date in unusual circumstances, provided verbal approval has been received from the Superintendent. Professional Development Points or courses taken during school time cannot be used towards salary scale step increases

Elective courses and/or courses taken by individuals not in a prescribed program, must be in their area of competence in order to be approved for salary purposes.

Travel experience will not be approved as a substitute for course requirements.

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In order to progress on the salary scale, individuals may take courses from an accredited college or university or participate in Professional Development Programs. Fifteen (15) Professional Development Points equal one (1) credit.

**INFORMATION TO BE COMPLETED BY TEACHER:**

Date: \_\_\_\_\_

To: Superintendent of Schools

From: \_\_\_\_\_  
(print or type name)

Re: Course Approval for Salary Scale Purpose

Institution offering program: \_\_\_\_\_

Title of program: \_\_\_\_\_

Credits offered: \_\_\_\_\_

Instructor: \_\_\_\_\_

Date(s) and time(s) of program: \_\_\_\_\_

Course description: **(copy of course description and credits/PDP's to be received from the college and/or university must be attached)**

Salary Data to be completed by the Superintendent's Office:

Current Salary Placement: Bachelors \_\_\_\_\_ Masters \_\_\_\_\_ Level/Year \_\_\_\_\_

Date: \_\_\_\_\_

Total credits needed during this salary period (Appendix A of contract) \_\_\_\_\_

Total credits requested on this form: (-) \_\_\_\_\_

Total credits already earned and applied during this salary period: (-) \_\_\_\_\_

Balance of credits needed during this salary period (after approval of request): (=) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of person preparing this section

~~~~~  
To be completed by **Superintendent of Schools:**

- A. ____ Credits earned through successful participation in the course and/or professional development activity identified in this application **are approved for application toward satisfying salary scale requirements for step rate increases.** To receive course credits and/or Professional Development Points, inservice programs must be taken during the time period (salary schedule) in which they are to be applied. Certification of attendance that identifies the number of Professional Development Points, college transcripts, or certification of grades must be secured and submitted by the teacher. For movement (BA to MA, MA to MA+30 and degree/program) only hours submitted through transcripts are accepted and this form is not required (use blue approval form).
- B. ____ **Approval of this inservice is not required at this time.** You have fulfilled (are fulfilling) salary scale requirements for current time period. If you wish this information placed in your file for further reference, check (x) here ____ and return this form at your convenience.
- C. ____ **This course is not approved.** It does not meet the E.E.A contract language set forth in Section 8.1.3.

Date

Superintendent of Schools

~~~~~  
\_\_\_\_ Credits indicated above are approved toward satisfying salary scale requirements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools

**TITLE: EPS CURRICULAR TEAM LEADERS for Major Subjects revised Jan. 2007**

EPS Curricular Team Leaders will assist the administration by serving as liaisons to the staff in the middle school and high school, providing leadership in the following areas:

1. communication
2. budget formation
3. materials
4. staffing
5. curriculum development and revision
6. professional development

This is not a supervisory position and does not incorporate any evaluative responsibilities.

**DISTRICT RESPONSIBILITIES** (reports to the Director of Curriculum)  
(\$1,023 – 1% eff. 7/1/2014; \$1,033 – 1% eff. 7/1/2015;

\$1,054 – 2% eff. 7/1/2016)

1. Participate in district level curriculum committee (five 2 hr. meetings/year)
2. Assist the Director of Curriculum and building administrators by facilitating professional development activities and/or departmental work related to curriculum (approximately 2 - 3hrs./month)

**BUILDING RESPONSIBILITIES** (overseen by Director of Curriculum)  
(\$1,023 – 1% eff. 7/1/2014; \$1,033 - 1% eff. 7/1/2015;

\$1,054 – 2% eff. 7/1/2016)

1. Participate in curricular planning, associated meetings as organized, research curricular options, and assist in planning for curricular staff development
2. Work with administration to ensure alignment with the curriculum frameworks
3. Assist in collection, distribution, analysis, and reporting of MCAS, AYP, and other assessment data
4. the above work should come to approximately 2-3 hrs./month

**BUILDING RESPONSIBILITIES** (Reports to the building principal)  
(\$1,023 – 1% eff. 7/1/2014; \$1,033 - 1% eff. 7/1/2015;

\$1,054 – 2% eff. 7/1/2016)

1. Set agenda and hold monthly meetings with team members and provide summary meeting minutes to team members and administration (1½ - 2 hr/month) (to carry out #s 4-8 under building responsibilities under principal and 1-3 under building responsibilities under Director of Curriculum with equal time commitments). These meetings are intended to be during one of the two scheduled after school faculty meetings/month.
2. Meet monthly with building administration to discuss matters related to areas of responsibility (1½ -2 hr/month)
- 3 1) At the high school to update the Program of Studies, review and revise course offerings, and/or related staffing; 2) At the middle school to review and revise curriculum and programs as needed
4. Provide input and leadership with budgets (following all guidelines and timelines established by administration)
5. Support and assist in improvement activities identified in school and district plans, and appropriate audits and reports (such as NEASC High School Statement of Purpose, AYP plans, etc.)
6. Assist in identifying and utilizing community resources to enhance curriculum

7. Assist with the supervision of care and maintenance of materials and equipment and with inventory of books, materials, and equipment
8. Assist in providing information regarding activities, initiatives, and documents to local media, school newspaper, parent newsletters, and the web site

COMPENSATION: \$3,069 annual stipend per team leader 1% eff. 7/1/2014; \$3,100 annual stipend per team leader 1% eff. 7/1/2015; \$3,162 annual stipend per team leader 2% eff. 7/1/2016. Participation in all system wide and/or content area curriculum meetings during the school year is covered in this sum. Summer work, if necessary, will be paid at the negotiated hourly rate.

Regularly funded positions (local and/or grants) = 9 positions

HS math  
HS ELA  
HS social studies  
HS science  
MS math  
MS ELA  
MS social studies  
MS science

Depending on NCLB, DOE, and/or district curricular and PD needs in any given year, additional district Curricular Team leader positions could include:

Health/PE  
Fine/Performing Arts  
World Language  
Technology

IMPLIED IN THESE CHANGES IS THAT A DISTRICT PROFESSIONAL DEVELOPMENT COMMITTEE WOULD BE A SEPARATE ENTITY, PAID A SMALL STIPEND FROM GRANTS FUNDING.

**TITLE: EHS TEAM LEADERS for Core Subjects  
revised Jan. 2007**

EHS elective Team Leaders will assist the administration by serving as liaisons to the staff in the middle school and high school, providing leadership in the following areas:

7. communication
8. budget formation
9. materials
10. staffing
11. curriculum development and revision
12. professional development

This is not a supervisory position and does not incorporate any evaluative responsibilities.

**BUILDING RESPONSIBILITIES** (Reports to the building principal)  
(\$1,137 – 1% eff. 7/1/2014; \$1,148 - 1% eff. 7/1/2015; \$1,171  
– 2% eff. 7/1/2016)

1. Set agenda and hold monthly meetings with team members and provide summary meeting minutes to team members and administration (1 ½ - 2hr/month) (to carry out #s 4-8)
2. Meet monthly with building administration to discuss matters related to areas of responsibility (1 ½ -2 hr/month)
3. 1) At the high school to update the Program of Studies, review and revise course offerings, and/or related staffing; 2) At the middle school to review and revise curriculum and programs as needed
4. Provide input and leadership with budgets (following all guidelines and timelines established by administration)
5. Support and assist in improvement activities identified in school and district plans, and appropriate audits and reports (such as NEASC High School Statement of Purpose, AYP plans, etc.)
6. Assist in identifying and utilizing community resources to enhance curriculum
7. Assist with the supervision of care and maintenance of materials and equipment and with inventory of books, materials, and equipment
8. Assist in providing information regarding activities, initiatives, and documents to local media, school newspaper, parent newsletters, and the web site
9. Participate in curricular planning, associated meetings as organized, research curricular options, and assist in planning for curricular staff development occasionally ( up to ½ hr. month)

Compensation: \$1,137 per year – 1% eff. 7/1/2014  
\$1,148 per year - 1% eff. 7/1/2015  
\$1,171 per year – 2% eff. 7/1/2016

Departments included: Health/PE, fine/performing arts, technology, world language, guidance, SPED

See EPS curricular team leaders for added opportunities in given years for major curriculum development and leadership

# APPENDIX F

## HEALTH INSURANCE SIDE LETTER

October 9, 2008

Mr. Robert Parent, President  
Easthampton Education Association

Dear Mr. Parent:

The purpose of this letter is to give written expression of my understanding of the tentative agreement reached on October 8, 2008, during our mediation session with Michael Boyle.

This understanding is as follows:

1. The Easthampton Education Association will accept the School Committee, "Basis for Settlement", dated September 24, 2008.
2. The School Committee will reimburse School Department employees for a maximum of \$20,000, per fiscal year, for documented expenses resulting from any new Health Insurance deductible that emanates from changes in Health Insurance plan design under the Insurance Advisory Committee process as delineated in Item #5 in the September 24, 2008 School Committee proposal. The amount of the reimbursement will be calculated as the difference between the new deductible under the employee's Health Insurance Plan and the savings in reduced premium costs. The above referenced \$20,000, will be the limit of any reimbursement total made to School Department Employees in any fiscal year.

For the Easthampton School Committee,

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Thomas Brown, Chairman

Enclosure: September 24, 2008 "Basis for Settlement"

## **Appendix G. Teacher and Caseload Educator Model Contract Language**

Article \_\_\_\_\_

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1. **Purpose of Educator Evaluation**

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

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

- A. **\*Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C. **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not less

than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E. **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F. **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G. **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i. **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv. **Improvement Plan** shall mean a plan developed by the Evaluator for a minimum time period sufficient to achieve the goals outlined in the Improvement Plan, but at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases, where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H. **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I. **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional

performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).

- J. **\*Evaluator:** Any administrator designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i. **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
  - ii. **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L. **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M. **\*Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.

- N. **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O. **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P. **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q. **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S. **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.
- T. **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of not less than 10 minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they

do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- U. **Parties:** The parties to this agreement are the Easthampton School Committee and the Easthampton Education Association.
- V. **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W. **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X. **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y. **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- 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 consists of:

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

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.

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 two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3. **Evidence Used In Evaluation**

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

- A. Multiple measures of student learning, growth, and achievement, which shall include:
  - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility. The joint labor management evaluation team will study and make recommendations to the parties regarding district determined measures.
- B. Judgments based on observations and artifacts of practice including:
  - i. Unannounced observations of practice not less than 10 minutes.
  - ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii. Examination of Educator work products.
  - iv. Examination of student work samples.
- C. Evidence relevant to one or more Performance Standards, including but not limited to:

- i. Evidence compiled and presented by the Educator, including:
  - a. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
  - b. Evidence of active outreach to and engagement with families;
- ii. Evidence of progress towards professional practice goal(s);
- iii. Evidence of progress toward student learning outcomes goal(s).
- iv. Student and Staff Feedback – see # 23-24, below; and
- v. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4. **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district will use the rubrics provided by ESE.

5. **Evaluation Cycle: Training**

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

6. **Evaluation Cycle: Annual Orientation**

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:



- A. Provide an overview of the evaluation process, including goal setting and the educator plans.
- B. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- C. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A. Completing the Self-Assessment

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

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C. Educator Plan Development Meetings shall be conducted as follows:
  - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional

practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A. In the first year of practice or first year assigned to a school:

- i. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- ii. The Educator shall have at least four unannounced observations during the school year.

B. In their second and third years of practice or second and third years as a non-PTS Educator in the school:

- i. The Educator shall have at least three unannounced observations during the school year.

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

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

B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

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

11. **Observations**

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

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

#### A. Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations not less than 10 minutes, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. Instructional Rounds, Walkthroughs, and Learning Walks are non-evaluative collaborative observation protocols.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

#### B. Announced Observations

- i. All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - a. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - b. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- c. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- d. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

**12. Evaluation Cycle: Formative Assessment**

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H. The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A. Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

- C. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G. The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14. **Evaluation Cycle: Summative Evaluation**

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two-year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

- D. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- J. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M. The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.



- N. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. **Educator Plans – General**

- A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
  - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii. At least one goal for the improvement of learning, growth and achievement of the students under the Educator's responsibility;
  - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16. **Educator Plans: Developing Educator Plan**

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

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

- A. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

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

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

**19. Educator Plans: Improvement Plan**

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for a minimum time period sufficient to achieve the goals outlined in the Improvement Plan, but no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and

professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

- E. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F. The Improvement Plan process shall include:
  - i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii. Upon the Educator's request, a representative of the Association shall attend the meeting(s).
  - iii. If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G. The Improvement Plan shall:
  - i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii. Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii. Describe the assistance that the district will make available to the Educator;
  - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii. Include the signatures of the Educator and Supervising Evaluator.
- H. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

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

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:

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

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

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

**A. Educators with PTS on Two Year Plans**

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

**B. Educators on Plans of Less than One Year**

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

**21. Career Advancement**

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

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

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

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

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

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

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

**25. Transition from Existing Evaluation System**

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

**26. General Provisions**

- A. Only Administrators who are licensed may serve as primary evaluators of Educators
- B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene.

Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

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