

**AGREEMENT**

**BETWEEN**

**WESTFORD SCHOOL COMMITTEE**

**AND**

**WESTFORD EDUCATION ASSOCIATION**

**UNIT A**

**SEPTEMBER 1, 2011- AUGUST 31, 2014**

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## PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford and that good morale within the teaching staff of Westford is essential to the achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- a. Under the laws of Massachusetts, the School Committee, (hereafter called the Committee), elected by the citizens of Westford, has final responsibility for establishing the educational policies of the public schools of Westford. Teachers, (hereafter referred to as the employees) are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all employees on the school website.
- b. The Superintendent of Westford Public Schools (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established.
- c. The teaching staff of the public schools of Westford has the responsibility for providing in the classrooms of the school, education of the highest possible quality. This responsibility may include voluntary participation by individual employees in committees, task forces and other study groups. It is understood, however, that such participation shall not be deemed to constitute representation of the bargaining interests of the Westford Education Association, (hereafter called the Association).
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the employees in the formulation and application of policies relating to wages, hours, and other conditions of employment of the teaching staff. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement.

Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives, and while no final agreement shall be executed without ratification by the Association and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## **ARTICLE I - SCOPE**

The Committee recognizes the Association as the sole and exclusive collective bargaining representative with respect to wages, hours, and other conditions of employment for all professional employees (as such employees are defined in Section 1 of Chapter 150E of the Massachusetts General Laws) of the Committee, excepting superintendents, assistant superintendents, directors, principals, assistant principals, deans, curriculum coordinators, team chairs, nurses, central office personnel, technicians, secretaries, custodians, tutors, professional aides, and those employed on an interim basis. Commencing in the 2008-2009 contract, ELL teachers will be Unit A members. The Committee will not employ an interim employee in any position covered by the Agreement unless the Committee has a reasonable expectation that a person on leave from a position covered by this Agreement will return to that position, or to fill a position for the remainder of a partial school year.

## **ARTICLE II - RIGHTS OF COMMITTEE**

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with final responsibility for the quality of education in, and the efficient and economical operation of, the Westford Public Schools. It is acknowledged that the Committee has the final responsibility of establishing the educational policies of the Public Schools of Westford insofar as the law allows. Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

**ARTICLE III - RIGHTS OF TEACHERS WITHOUT  
PROFESSIONAL STATUS**

In the event of:

- a. Dismissal of an employee without professional status with more than 90 days' service,
- b. Failure to renew a contract of an employee without professional status, or
- c. Dismissal from, or the failure to renew the appointment of, an employee to an extra duty enumerated in the salary schedule:

The employee involved shall have the right to a discussion of the matter with the Superintendent and a right to counsel at that discussion if the employee so desires, in instances when that employee has not received an indicated receipt of a prior unsatisfactory evaluation. However, it is recognized that the decision of the Superintendent after any such discussion is final and shall not be challenged through the arbitration provisions of the Agreement.

**ARTICLE IV - GRIEVANCES**

**Section 1.** Definitions:

For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by an employee in the unit covered by this Agreement that (1) he/she has been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Agreement, or (2) he/she has been subjected to an arbitrary or capricious act contrary to established practice.

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

Time Limits. All time limits herein, except in Section 6, shall consist of school days from September 1 through May 31. June 1 through August 31 may be referred to as calendar days. It is understood that any grievances pending at the conclusion of this contract will remain operative in the subsequent contract period unless settled in negotiations.

**Section 2.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

**Section 3.** All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

**Section 4.** Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any organization other than the Association or MTA-NEA officials. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Step 1.

**Section 5.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement.

**Section 6.** If, at the end of the thirty (30) calendar days following the occurrences of any grievance, (or when the employee should reasonably have had knowledge of such occurrence) the grievance shall not have been presented in writing at Step 1, set forth below, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore in this Article.

**Section 7.** Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions set forth below:

Step 1: The employee shall present the grievance during his/her non-teaching hours to his/her school principal who shall give his/her answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may

Step 2: Be presented to the WEA Professional Rights and Responsibilities Committee by the employee involved within three (3) days after receipt

of the Principal's answer. If the Professional Rights and Responsibilities Committee concurs in the answer of the Principal, the matter shall be considered settled at this step as far as the Association is concerned and the Principal shall be so notified. If the grievance is not satisfactorily settled at this step to the Association's satisfaction and/or if the employee shall so desire, it may

Step 3: Be reduced to writing by the employee within fifteen (15) days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent or his/her designee and the employee, and, if the employee so elects, the President of the Association, or his/her designee, shall meet to discuss the grievance within ten (10) days after receipt of the written grievance. Grievances reaching the Superintendent's level will be summarized and forwarded to the Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or his/her designated representative, shall give his/her written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Step 4: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the employee to the School Committee. The School Committee, and/or its designated representatives and the employee, and, if the employee so elects, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the President of the Westford Education Association. If any person, or persons, are to represent the employee at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not.

The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Step 5: Be appealed to arbitration by written notice of such intention to appeal within ten (10) days after the receipt of the written answer under Section 7, Step 4. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article V(Arbitration).

**Section 8.** A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of all parties.

**Section 9.** A complaint by an employee covered by this Agreement that he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice may be grieved in accordance with the procedure and subject to the conditions outlined above, provided, however, that such a grievance may not be appealed to arbitration.

## **ARTICLE V - ARBITRATION**

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by the following procedures:

**Section 1.** The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules. The Association and the Committee may jointly agree to submit a grievance to arbitration before the Massachusetts Board of Conciliation and Arbitration.

**Section 2.** Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case.



The fees and expenses (if any) of the Arbitrator and the American Arbitration Association, or Board of Conciliation and Arbitration, shall be shared equally by the parties. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

**Section 3.** The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, from the date of submission to him/her of the final statement and briefs. The arbitrator's award shall set forth his/her findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract. The award of the arbitrator shall be submitted to the Committee and the Association, and, subject to law, shall be final and binding upon the Committee, and the Association and the aggrieved employee.

**Section 4.** The arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association, or by the applicable Rules and Regulations of the Board of Conciliation and Arbitration, in cases arbitrated before that agency. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

#### **ARTICLE VI - SICK LEAVE**

Sick leave for employees with professional status shall accrue at the rate of (14) days per contract year up to an accumulated total of 150 days. Employees who have accumulated the maximum number of sick days at the start of any school year, shall have the 14 days

held in escrow for their use during the year with the understanding that these sick days will be used before the accumulated sick days and that these sick days cannot be accumulated beyond 150 prior to the start of the next school year. Sick leave for employees without professional status shall accrue at the rate of 10 days per year during the first three years of employment without accumulation from year to year with one exception. Upon receipt of professional status all unused sick days accumulated during the three non professional status years will become available to the employee. Should a non professional status employee exhaust their allotment of sick days in one of the first three years, upon notification to the Superintendent of Schools, the employee may apply unused sick days accumulated up to the date of notification to absences due to prolonged illness or disability when additional days are necessary to make a full recovery. The number of days eligible for use may not exceed the total number of sick days the employee had when the illness or disability began. If this option is exercised by the employee any remaining unused sick days accumulated during the three non professional status years will not become available upon attainment of professional status.

Up to 7 days of sick leave per year may be used for family related emergencies involving the employee's mother, father, husband, wife, children and any person when the care of such persons is the primary responsibility of the employee. Each new parent may apply unused sick leave of up to five (5) consecutive days following the birth or adoption of a child; such time to run concurrently with sick leave available for child birth through other provisions of this contract.

Employees who transfer into Unit A from other positions will be allowed to maintain any sick leave accumulated prior to the transfer and will accrue additional sick leave as set forth above. Employees without professional status will be permitted to use only the amount of sick leave accrued during their employment in that position. Their prior accumulated sick leave will become available for their use if they obtain professional status.

## **ARTICLE VII - PERSONAL, FUNERAL & RELIGIOUS LEAVE**

**Section 1.** It is recognized by all that absences by professional employees interrupt the educational process and must therefore be held to a minimum.

**Section 2.** In each school year, professional employees may obtain up to three (3) days leave with pay for imperative personal business or legal obligations, which cannot effectively be conducted outside of school hours. Another day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to his or her religion. Another day may be granted for religious purposes at the discretion of the Superintendent upon receipt of a written request at least five days in advance. An employee will not be required to specify reasons for a personal day, except as set forth below.

No request for personal leave will be submitted so as to extend a holiday or vacation period without a statement of reasons. Such requests may be granted at the sole discretion of the Superintendent.

The Committee fosters a climate of respect and acceptance for all its employees, strives to create an enriched and secure environment and wishes for its staff to recognize this diversity through education, information and celebration.

**Section 3.** In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, step parent or any individual who resides with the employee) a maximum of five (5) regularly scheduled school days for funeral and bereavement leave shall be given to the employee without loss of pay, and with no accumulation. In the event of the death of an employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without the loss of the regular day's pay, and with no accumulation.

**Section 4.** The Committee will release the officers of the Association for one professional day, without loss of pay, to allow the officers to attend the annual meeting of the Massachusetts Teachers Association.

## ARTICLE VIII - SABBATICAL LEAVE

**Section 1.** The Committee, upon the recommendation of the Superintendent of Schools, may grant a leave of absence for study or research to any employee or supervisor having served seven or more years, which would increase his professional ability, such leave to be for a period not exceeding one year at 1/2 pay, or 1/2 year at full pay, provided that prior to the granting of such leave, said employee or supervisor shall enter into a written agreement with the Committee that upon termination of such leave he/she will return to serve in the public schools of Westford for a period of at least two years and that in default of completing such service, he/she will refund to the Town an amount equal to such proportion of salary received by him/her while on leave as the amount of service agreed to be rendered. It is recognized that the Committee has the right to determine the number of such leaves, if any, that shall be granted.

**Section 2.** Applications and selections: Applications must be filed with the Superintendent no later than November 1 of the school year proceeding the school year for which the leave is requested. In the event a number of applications are received, the following factors will be taken into account in assigning leave:

- a. Educational value of the proposed projects to the school system.
- b. Length of service in the Westford Public School System.
- c. Representation of areas of teaching in the system (i.e., High, Middle School, Elementary, Special)
- d. Priority of application (date)
- e. The availability of a qualified replacement for the person requesting leave.

**Section 3.** During the course of the sabbatical leave, the Superintendent shall receive written reports at the end of each semester from those who are matriculating in a full time program, and bimonthly reports from others.

**Section 4.** A person returning from a leave under this Article, unless there has been a reduction in force that would have affected him/her, will be returned to the same or a similar position to which he/she was assigned at the commencement of the leave with all benefits (including seniority) that he/she had accrued at the commencement of the leave.

**Section 5.** No more than 2% of the staff may be on sabbatical leave at any one time.

**Section 6.** It is understood that the recipient of a sabbatical leave does not engage in employment for pay while on sabbatical unless written permission is received from the Superintendent.

**Section 7.** Sabbatical leaves are granted subject to the terms set forth in the Sabbatical Leave Agreement currently in effect.

## **ARTICLE IX - GENERAL**

**Section 1.** **Hours** - while it is recognized that the final decision in hours of duty for bargaining unit members rests with the Committee, it is agreed that there will be no permanent change of these hours until there has been consultation with the Association on the matter. The Committee and the Association recognize the benefits of employees arriving at school in time to adequately prepare for and welcome students each day and making themselves regularly available to parents and students either before or after school in performance of their professional duties. The Association and Committee recognize the benefits of scheduling classes to begin no later than 9:00 a.m.

**Section 2.** Effective only for the 2012-2013 and 2013-2014 school years, the teachers' work year shall consist of 184 days, consisting of 181 classroom days and three (3) days for other professional duties. This provision sunsets on August 31, 2014, when the work year of 185 days is reinstated. Guidance counselors at the high school work an additional four (4) days and guidance counselors at the middle school work an additional three (3) days. The days beyond 181 in this paragraph will not be scheduled during vacations or on holidays.

Effective only during the 2011-2012 school year, the employees' last classroom day will be a half day, and dismissal is subject to approval of the Principal upon sign-out accountability. Employees will subsequently report for two full professional development days.

Effective only during the 2012-2013 and 2013-2014 school years, the employees' last classroom day will be a half day, and dismissal is subject to approval of the Principal upon sign-out accountability.

**Section 3.** Employees required to travel between schools within the same day shall be allotted a reasonable block of time for transitioning, provisioning and traveling between

schools. Any concerns regarding the application of “reasonable” time to a specific situation will be resolved by the Superintendent of Schools.

The Committee may schedule an additional day of work for employees. Attendance on an additional day will be voluntary. Any employee who works on any additional day(s) will be paid per diem at the rate of his/her regular salary divided by the regular school year unless the employee agrees to work at a lower rate of compensation (e.g., grants, workshops, etc.). The divisor to use for payment of the per diem rate for additional days worked shall be “1/184” for school years 2012-2013 and 2013-2014, and revert to “1/185” when the work year of 185 days is reinstated. Employees will be notified of any day or days scheduled as the additional day, at least 30 calendar days in advance. Employees are expected to attend two (2), one-hour long meetings per month, if scheduled beyond the regular school day. Beginning with the 2012-2013 school year, one of these meetings will be devoted to evaluation.

The Committee recognizes the benefits of scheduling the workdays to end before June 30, and the benefit of adhering to scheduled vacations. If the Committee determines that a different schedule is necessary, it will notify the Association and consult if requested. The school year will begin no earlier than the Monday before Labor Day. The school calendar will be established in collaboration with the Superintendent, the Union and the Calendar Committee.

**Section 4.** Teachers will receive a 25 minute, duty-free lunch period. Teachers in the elementary schools will also receive a 15 minute, duty-free recess period. All teachers will receive a minimum of 220 minutes of planning time per week. Upon a teacher’s request, make-up planning time will be identified with a staff member who loses their planning time as a result of participating in an administrative meeting. An attempt will be made to provide teachers with continuous planning time on a daily basis within programmatic and fiscal constraints. For the purposes of this Section, administrative meetings shall include those called by a Principal, Assistant Principal, or Curriculum Coordinator.

**Section 5.** In order to continue the Committee’s and the Administration’s commitment to workplace safety, a School Safety Committee will be formed which will include representatives from the Administration, the Association and other employee groups. The Safety Committee will meet regularly when any group member deems necessary or

immediately in the event of an emergency. The goal of the Safety Committee will be to review workplace health and safety issues. The Safety Committee may make recommendations for action to the Administration or the School Committee. Such recommendations shall be based on majority vote with the administration having the same number of votes as the represented employee groups combined.

Should a building lose power and heat and the temperature within the building falls below 60 degrees Fahrenheit for one hour, teachers, staff and students shall be transferred to another building or released for the day.

**Section 6.** The parties to this Agreement hereby express their joint intention, through the provisions of this Section, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and professional well-being of the employees, all with the goal of providing the Town of Westford with the best and most effective schools possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

Therefore, the Association shall designate two (2) representatives, in addition to the President, to meet with the Superintendent on a monthly basis at mutually convenient times to consult as provided herein. The Superintendent, at his/her discretion, may request two (2) management representatives to sit with him/her.

The Association and the Superintendent agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, each will submit a written agenda of subjects about which they wish to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

Every effort will be made to reach a resolution to the issue within sixty (60) days of the consultation.

**Section 7.** It is recognized that the evaluation of students' academic performance is primarily the responsibility of the employees. An employee who believes that there has been unwarranted interference with that responsibility may grieve the matter to the level of the Superintendent, but no higher.

Employees who complete a standards based report card will be provided two (2) consecutive weekends after the close of each marking period to complete grades.

**Section 8.** Employees will teach the Westford Public School curriculum as presented to the Committee and use the core materials provided by the Westford Public Schools as approved by the Superintendent.

**Section 9.** The Committee will make every effort to schedule employee training during professional days, during the school day or during summer workshops.

**Section 10.** All employees covered by the Unit A contract will abide by the Committee's Policy P4120, Criminal Offender Record Information (CORI). The results of a CORI check shall not diminish or alter the due process or other rights of any employee under the contract or state law.

**Section 11.** The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance herewith, shall certify to the Treasurer of Westford all payroll deductions for the payment of dues to the Association duly authorized by employees covered by the Contract.

**Section 12.** All professional status employees who are covered by the Unit A Contract shall be required, as a condition of their employment, to pay an agency service fee, unless they become members of the Association, within thirty (30) days of the beginning of the school year. Said fee will be in an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract administration, and other permissible charges. No money collected from the Agency Fee shall be applied to political lobbying by the Westford Education Association, Massachusetts Teachers Association, or National Education Association.

The collection of the fee shall be the sole responsibility of the Association. The Committee shall not be responsible for the implementation, collection, or enforcement of the fee with the exception that the superintendent's office will supply, on request by the Association, a confirmation of employment status for individuals

Personnel on one year appointments shall not be required to pay the Agency Fee.

Employees who are less than full-time shall pay a prorated Agency Fee based on their employment status.

The sole remedy available to the Association to enforce payment of the Agency Fee shall be to proceed to court for collection of the fee. The Committee will not be required to



take any action regarding the employment status of an individual who refuses to pay the Agency Fee.

Personnel on salaried leave shall be required to pay an annual agency fee proportional to the salary they are receiving. Personnel on unsalaried leave shall not be required to pay an Agency Fee.

The Agency Fee language of this contract will pertain to all professional status Unit A employees effective on September 1, 2008.

## **ARTICLE X - PROFESSIONAL DEVELOPMENT**

**Goal Statement:** The goal of Professional Development is to provide learning opportunities that will enhance the teaching competencies throughout the school system. Professional development will support the vision and core values of the Westford Public Schools and will seek to inspire staff to be continuous learners. Educational best practices, research, and assessment data will be considered in the development of diverse learning opportunities. The ultimate goal of professional development is to improve the effectiveness of employees which will lead to increased student achievement.

### **Section 1. In-house Professional Development**

Employees and school personnel who are covered by this contract are required to attend all professional development days offered by the Westford Public Schools. Such days will not be scheduled during vacations or on holidays. A minimum of one-half of one professional development day will be allocated to site-based professional development activities. The schedule for the two full-day professional development days (no student attendance) will mirror the middle and high school's six and one-half hour workday with adequate time for lunch. Ample notice and a daily schedule will be given to staff in advance of all professional development days.

### **Section 2. Tuition Reimbursement**

In support of the professional development goal, we recognize a value in allowing employees to select courses not only from their teaching field, but to integrate and expand into new genre that will enhance the lives of the students in Westford.

It is recognized that in our rapidly changing society employees must constantly review curriculum content, teaching methods and materials, educational philosophy and goals,

social changes, and other topics related to the quality of services in the classroom. There are many methods by which an employee may improve his/her professional background. Courses taken at colleges and universities, travel and individual study are all sources of professional development. Continued professional improvement is an integral part of being a professional teacher.

- a. Any employee will be eligible for tuition reimbursement for tuition fees and laboratory expenses incurred up to a maximum of \$1000 for a single year, provided proper notice and documentation is furnished for any year in which the applicant is actively enrolled in a graduate degree program for an initial Masters which has received prior approval from the Superintendent.
- b. Employees who are not eligible for reimbursement under subparagraph (a) will be eligible for reimbursement for tuition fees and laboratory expenses up to a maximum of \$850 incurred in a single year.. Reimbursement will be received for graduate courses recognized by university credit and undergraduate courses if the course(s) is approved by the Superintendent or if the Superintendent specifically requested the employee take the course, provided proper notice and documentation is furnished.
- c. An employee who is granted a sabbatical leave for one-half of the year shall be eligible for reimbursement if they are eligible that year under section 2a or 2b.

**Section 3. Course Approval Process**

In order to ensure that the opportunity to take classes and advance professionally is offered to all employees the process to sign up for course reimbursement is outlined below.

- a. Prior to taking a class, the employee must complete a course approval form and receive approval from the Principal and the Superintendent or his/her designee at least two weeks prior to the start date of the class to be reimbursed. If the employee intends on taking a non-content course, a rationale for taking the course and how it will enhance the educational experience of the students should be included on the course approval form.

- b. To qualify for reimbursement, the applicant must present a receipted tuition bill, an official transcript, and cancelled check or proof of payment.
- c. Employees, who have achieved the masters + 30 column who are seeking professional development points (PDP's) or other teaching certificate qualifications under the guidelines set forth by the Massachusetts Department of Education will be able to audit college or university courses provided the college or university has a policy about regular attendance. They will be eligible for reimbursement up to \$250.
- d. Employees, with approval of the Superintendent or his/her designee, may be able to attend one workshop or one conference a year and receive up to \$200 reimbursement in lieu of courses taken for credit or audit that are reimbursed.
- e. In order to achieve the Department of Education's non-content licensure requirements, during each five-year recertification or re-licensure cycle, employees will be permitted to take and receive reimbursement for two electives from an accredited institution.
- f. Should a difference of opinion arise regarding course approval a meeting will be held within five days of the course denial between the employee, Principal and Superintendent or his/her designee to resolve the issue. Should an impasse be met the Superintendent will make the final decision.

The course approval form can be found on the school website.

## **ARTICLE XI - POLICY STATEMENTS**

The following are policy statements of the Committee which both the Committee and the Association have agreed upon. These statements are meant to clarify certain areas where problems may arise.

**Section 1. Employee Files** - A copy of any material that is put in an employee's central office personnel file must first be sent to that employee to make him/her aware of the situation. The employee will have a right to submit a written, dated response or comment to such material within 30 days after he/she receives the copy, and such response shall be included in his/her file.

**Section 2. Access to File** - Employees have the right to review the contents of their central office personnel file during the normal business day. Excluded from this review would be any "confidential documents" received prior to the date of hire.

**Section 3. Job Openings** - All job openings within the system will be announced to all Westford employees at the same time as outside the system. The Committee may fulfill its duty under this paragraph by posting job openings on the district's web site. All employees will be notified when the posting occurs.

**Section 4. Travel Expenses** - Employees shall be reimbursed for reasonable travel expenses if such travel is authorized. When an employee uses his/her own vehicle for such travel, reimbursement shall be at the rate currently in effect for IRS purposes rounded down to the nearest full cent; provided, however, that when that rate is changed by the IRS, the Committee shall have up to 60 days to implement that change and the change will become effective as of the date of implementation.

**Section 5. Acting Curriculum Coordinator's Pay** - When the Curriculum Coordinator has been absent for at least 10 consecutive school days, the employee who may be offered and who accepts the duties and responsibilities of Acting Curriculum Coordinator will be paid the differential paid to the Curriculum Coordinator for the period this appointment remains in effect.

**Section 6. Interim Employees** - While it is recognized that interim employees are not covered by this Agreement, any certified teacher who is employed as an interim employee for more than 90 school days in a school year and is hired as a regular employee for the following school year shall have that service credited toward advancement on the salary schedule.

**Section 7. Sick Leave/Step Placement Information** - Employees may obtain information on their accumulated sick leave and step placement by contacting the central office during its usual business hours.

**Section 8. Part-time Employees** - Employees who are hired to teach and/or perform other services on less than a full-time schedule will be classified as part-time employee. The compensation of part-time employees will be based on the proportion of their regularly scheduled workload compared to full-time employees. The President of the Association will be notified of the salaries of part-time employees in writing on or before the first day of the school year, or within two weeks after the employee's start of employment. A part-time employee who teaches at least 50 percent of a full-time schedule will receive full step credit for purposes of salary payment.

- a. At the high school and middle school levels, the salary of part-time employees who work every school day on a part-time basis will be calculated in increments of one-fifth of a full-time teacher's salary with the expectation that employees employed more than one-half time shall also be assigned a daily duty period. At the elementary level, a part time employee's salary will be calculated in increments of one tenth of a full time employee's salary. The numerator of the employee's part-time salary will be established by the Principal, subject to review by the Superintendent. In the event such an employee is requested to work a full workday, he or she will receive additional pay up to the daily rate of his/her equivalent full-time employee's salary.
- b. The salary of a part-time employee who works a reduced work week will be based on the proportion of their regularly scheduled work week compared to full-time employee (e.g. an employee who is regularly scheduled to work three days a week will receive 60% of a full-time salary, an employee who is regularly scheduled to work two and one-half days per week will receive 50% of a full-time salary, etc.)
- c. Part-time employees who work a reduced work week/ workday will be asked to attend (half) of the required meetings. Part-time employees will receive benefits on a pro rata basis as follows:

1. Standard tuition reimbursement for employees working fifty percent or more of a full time schedule and pro rata tuition reimbursement for employees working less than fifty percent of a full time schedule.
2. Sick leave benefits based on their regular schedule, as follows:
  - a. Employees who work every school day on a part-time basis will receive the same number of sick leave days as full-time employees. The employee will be compensated at his or her regular daily rate of pay for each sick day taken. In the event such an employee becomes full-time, any unused sick leave will be converted to an equivalent number of full time days for purposes of carry over.
  - b. Employees who work a reduced work week will be credited with sick days reduced by a pro rata amount to reflect that employee's portion of a full work schedule (e.g. an employee who works three full days per week will receive three-fifths of the number of sick days accrued by a full-time employee, employees who works 2 and 1/2 days per week will receive one-half the number of sick days accrued by a full-time employee, etc.). The employee will be compensated at his or her regular daily rate of pay for each regularly scheduled workday missed due to sickness. In the event such an employee converts to full-time status any unused sick leave will be converted on a day-for-day basis.
3. Personal and Religious Leave based on their regular schedule.
  - a. Employees who work every school day on a part-time basis may obtain the same number of personal and religious leave days as full-time employees, to be taken under the same conditions as full-time employees. The employee will be compensated at his or her daily rate of pay for each personal and religious day taken.

- b. Employees who work a reduced workweek will be able to obtain personal days, to be taken on the same conditions as other employees, on the following schedule:

2 1/2 or 3 days per week	1 day
More than 3 days per week	2 days

Part-time employees will be entitled to up to five consecutive school days without loss of pay, and without accumulation, for bereavement leave in the event of the death of the employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, or any individual who resides with the employee. In the event of the death of a part-time employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for purposes of attending such service without the loss of the regular day's pay, and with no accumulation.

## **ARTICLE XII - COMPENSATION**

### **Section 1. Salary Schedule Policy**

- a. Any employee, upon the recommendation of the Principal and Superintendent may be retained on step.
- b. Promotion from the Bachelors column to the Masters column and from the Masters column to the Masters plus 30 column and step increment will be authorized twice annually . The first authorization shall be submitted no later than October 1st, with a retro allowance effective September 1. The second authorization shall be submitted no later than February 1st and will be paid out on the first pay period of February. Evidence of completion of an approved program of courses must be on file with the Superintendent prior to the stipulated dates.
- c. Only graduate courses (including online courses) in graduate degree programs at accredited colleges and universities which receive prior approval of the Superintendent or his/her designee before the first day of class will be considered for Bachelors to Masters column transfer. Requests will be submitted and decisions made in a timely manner. Distance learning courses that meet Department of Education Guidelines will be the standard

by which course approval will be determined. Correspondence courses will not be considered for reimbursement or movement on the salary scale. Graduate courses at accredited colleges and universities which receive prior approval of the Superintendent or his/her designee and "University of Westford" courses, may be used for transfer from the Masters to Masters plus 30 column. "University of Westford" courses will be offered at no cost to participants. All "University of Westford" courses shall start no sooner than 3:45 pm, unless no elementary teachers are enrolled in the course. Employees on the Masters plus 30 column can accumulate up to thirty (30) "University of Westford" credits and apply them to one of the following: (i) a one-time lump sum payment of \$4,000; (ii) a tax deferred annuity of \$4,000; (iii) a nontax deferred annuity of \$4,000; (iv) a payment of \$800 per year over five (5) years. Participation in "University of Westford" courses is voluntary. Correspondence and television graduate courses that are not directly related to the person's current academic assignment may be denied approval by the Superintendent.

- d. Any employee who is on maximum step may, upon recommendation of the Principal/Director, be denied a salary increase by the Superintendent if the employee has received written notice by January 15 from the Principal/Director or his/her designee of the intention to recommend denial of the increase. This notice shall list the reason(s) for the possible recommendation and contain recommendations for correcting the problem(s) listed. If the Principal/Director or his/her designee believes the problem(s) were not corrected by May 15, the recommendation may be made to the Superintendent who will decide on or before June 30 whether to deny any increase scheduled for the next school year.
- e. The Superintendent may place a newly hired employee on any step of the salary schedule; provided, however, that no salary placement credit will be granted for more than six years of non-teaching related work experience. This paragraph will not be construed as requiring such non-teaching related work credit toward schedule placement in any case.



**Section 2.** Salary Schedules See Attachment “B”

On the first day of the 2012-2013 teacher work year, Unit A members will move a full step on the Salary Schedule, up to a maximum of Step 14.

On the first day of the 2013-2014 teacher work year, Unit A members will move a full step on the Salary Schedule, up to maximum step 14.

On August 31, 2014, Unit A members will move a full step on the Salary Schedule, up to a maximum step 14.

**Section 3.** Differentials See Attachment “C”

**Section 4.** Compensation and Unused Sick Leave

In recognition of dedicated service to the children of Westford, any employee covered by this Agreement who has taught for 20 years in the Westford School System (or 30 years total teaching, the last 15 of which has been consecutive in the Westford School System) shall receive thirty-five dollars (\$35.00) for each accumulated sick day remaining unused on the date of retirement up to a total of 150 days. Employees who give a binding notice of their intention to retire prior to the start of the school year after which they intend to retire will receive compensation under this section on July 15th following their retirement or on the following January 15th at the employee’s option (e.g., an employee who retires on June 15, 2011 will receive compensation on July 15, 2011 or January 15, 2012 if a binding notice was given prior to the start of the 2011-2012 school year). Employees who retire after giving a nonbinding notice of retirement and/or without giving notice prior to the school year in which they intend to retire will receive compensation under this section on July 15th of the calendar year following the effective date of retirement or on the following January 15th at the employee’s option (e.g., an employee who retires on June 15, 2012 will receive compensation on July 15, 2012 or January 15, 2013).

A binding notice of retirement may not be revoked except in the case of an unexpected, emergency situation which causes a substantial change in the retiring employee’s financial circumstances. The decision on revocability of a binding notice will be at the discretion of the Superintendent.

**Section 5.** The annual salary of employees covered under this agreement shall be paid based on twenty-six equal payments. The first twenty-two payments shall be paid on a bi-weekly basis beginning in September. Four bi-weekly payments shall be paid in one lump sum, in June.

### **ARTICLE XIII - EMPLOYEE EVALUATION**

Employee evaluations will be conducted in accordance with the Westford Public Schools Professional Standards and The Massachusetts Model System for Educator Evaluation designed by the Department of Elementary and Secondary Education (DESE), pursuant to the new educator evaluation regulations, 603 CMR 35.00, as from time to time, modified or supplemented at the agreement of the parties. The Union and the Administration agreed to form a subcommittee during the 2011-2012 school year to develop a new evaluation instrument that incorporates elements of the new evaluation requirements as established by the Massachusetts Task Force and approved by the Massachusetts Board of Education. As required by law, the subcommittee will collaborate and develop a new evaluation instrument. Until such time, the current evaluation tool remains in effect.

### **ARTICLE XIV - CHAPTER 766**

**Section 1.** The Committee and the Association recognize the important responsibility of the employee to all children under his or her care, and agree that employees shall make every reasonable effort to cooperate in the difficult and crucial task of evaluating children with special needs, that employees are an integral part in the evaluation of special needs, and that participation by employees on team evaluation teams is essential.

**Section 2.** The principal shall have overall responsibility for all team evaluations in his/her building. The chair may be delegated by the principal, and he/she may also delegate to special services personnel the writing of the general and specific objectives.

**Section 3.** Efforts will be made to schedule team evaluations during the regular workday.

**Section 4.** When a team evaluation is scheduled during the school day, a substitute teacher will normally be provided to relieve the classroom teacher for the time spent in the core evaluation. In those cases where the teacher is given work related to the team evaluation, the teacher will, if necessary, be permitted to spend the remainder of the substitute's 1/2 day assignment to perform such work.

## ARTICLE XV - REDUCTION IN FORCE (RIF)

**Section 1.** Seniority for purposes of this Article is the length of continuous employment as a professional employee in the Westford Public Schools measured from the first day for which compensation was received as a professional employee, including time spent on paid and unpaid leaves of absence authorized by this Agreement or by the Committee. An employee will lose his/her seniority for the following reasons:

- a. Termination of professional employment in the Westford Public Schools.
- b. Discharge or layoff and without recall under Section 5.
- c. An unauthorized leave of absence in excess of 10 continuous school days.

Time lost as a result of suspension will not constitute a break in seniority, but will be subtracted from it.

**Section 2.** Qualified means possessing a valid Massachusetts teaching license at either the preliminary, initial or professional levels AND meeting the highly qualified requirements of the No Child Left Behind legislation in core academic subjects (English, reading or language arts, mathematics, science, foreign language, civics and government, economics, arts, history and geography), and having such certification on file with the Superintendent as of September 30 of the school year in which the reduction in force is announced.

**Section 3.** The classifications referred to in this Article are those defined and recognized by the Department of Education or currently held by Unit A members.

Pursuant to all state and federal laws a professional status teacher subject to reduction in force who is certified but not highly qualified to teach in a specific subject area may, subject to other provisions in this Article, be assigned to teach in that subject area and given one school year to become highly qualified in order to remain in the position.

**Section 4.** In the event a reduction in the number of professional personnel covered by this Agreement is deemed advisable by the Committee, a qualified person in a core academic subject with professional status shall have the right to bump the following persons occupying positions covered by this Agreement.

- a. A person without professional status whose position the person with professional status is qualified to fill.

- b. A person with professional status in a classification which said teacher is certified to teach but is not currently assigned who has less than 60 percent of the seniority of the former teacher. Said teacher will have one year to become highly qualified, if not already, in order to remain in the position.

**Section 5.** If, subsequent to a layoff, vacancies occur, qualified professional personnel who have been laid off within the prior two (2) years under the foregoing provisions shall have recall rights on the basis of seniority at the time of layoff to those vacancies: (a) in the classification to which they were assigned at the time of layoff; (b) where previously and regularly assigned in Westford for a substantial part of a school year; or (c) which they were qualified for at the time of the layoff. In the case of a vacancy in a position referred to in (c), the person's seniority shall be 60 percent of his/her seniority at the time of layoff. At the end of two (2) years, an employee loses all recall rights.

If a person is laid off between September 1 and May 1, the recall period shall begin on the last day worked. If a person is laid off on or after May 1, the recall period shall begin on September 1. A vacancy shall be deemed to be filled on the date the Superintendent fills the position.

**Section 6.** A person who has recall rights under Section 5 shall be notified of such vacancy by means of a certified letter, return receipt requested, sent to his/her last address of record. The person shall have seven (7) days from the receipt of notice of recall to notify the Superintendent of his/her desire to return. If notification of acceptance of the vacant position is not received within this seven (7) day period, that person shall forfeit all rights and benefits provided for in this Article.

A person who exercises his/her recall rights and resumes employment in the Westford Public Schools shall be credited with all benefits and privileges that he/she was entitled to as of the date of the layoff.

**Section 7.** To the extent permitted by G.L., c.32B and the Town Bylaws, laid off employees may continue group health and life insurance coverage during the recall period as provided to members of the bargaining unit by reimbursing the Town Treasurer for premium cost. Failure to timely forward premium payments or refusal to return to employment on recall will terminate this option.

**Section 8.** In cases where two (2) or more employees have the same seniority, the Superintendent shall have the discretion to determine the order of layoff and recall of

those employees, and his/her judgment shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

**Section 9.** Professional employees not covered by this Agreement who are laid off from their non-bargaining unit position shall be treated, for purposes of this Article, as if they were persons covered by this Agreement. For purposes of Section 4 and 5, if they previously taught in Westford, they shall be deemed to be currently employed in the classification to which they were last assigned. If they did not previously teach in Westford, that includes their primary area of certification. For purposes of this Section, a “professional employee” is an employee other than directors, curriculum coordinators, principals, assistant principals, deans, assistant superintendents, superintendents, secretaries, custodians, team chairs, technicians, tutors, professional aides, nurses and those employed on an interim basis.

**Section 10.** A list specifying the seniority and the highly qualified status of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within ninety (90) days following the execution of this Agreement. An updated list shall be supplied by the Committee annually thereafter.

**Section 11.** Whenever the layoff or recall of highly qualified personnel with professional status is deemed advisable by the Committee, the President of the Association shall be notified and the Standing Committee referred to in Section 12 shall meet to consider the order of layoff or recall. If a majority of the members of the Committee can agree on the order of layoff or recall, that decision shall be final and binding on all concerned. If a majority of the members of the Committee cannot agree on the order of layoff or recall, then either the Committee or the Association may, in accordance with the rules of the American Arbitration Association, request the appointment of an arbitrator to determine the proper order of layoff or recall in accordance with the terms of this Article, and such arbitration shall be governed by Article VI. The Association and the Committee may jointly agree to submit a dispute under this section to arbitration before the Massachusetts Board of Conciliation and Arbitration.

**Section 12.** The Standing Committee referred to in Section 11 shall consist of three (3) members appointed by the Committee and three (3) members appointed by the Association.

**Section 13.** If the reassignment of personnel due to a reduction in force is deemed advisable by the Superintendent, his/her judgment in this regard shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

**Section 14.** Employees with professional status who are to be affected by a reduction in staff should normally be notified no later than May 15 of the school year preceding the subsequent school year in which the reduction will take place. It is recognized, however, that such notification of the intended reduction may be given after May 15 and that reductions may occur during a school year. In such cases, the employee with professional status shall receive notice of the intended layoff at least 30 days, exclusive of customary vacation periods, before the effective date of the layoff.

**Section 15.** While it is recognized that only personnel with professional status are covered by the provisions of this Article, in view of the fact that a reduction in force may affect a person without professional status during a school year or after a person without professional status has been reappointed for the following year, it is agreed that, in such cases, the person without professional status shall receive notice of the intended layoff at least 15 days, exclusive of customary vacation periods, before the effective date of the layoff.

**Section 16.** This Article does not apply to “personnel without professional status.”

## **ARTICLE XVI - LEAVES** **(MMLA/FMLA/MILITARY/LONG TERM)**

**Section 1.** Massachusetts Maternity Leave Act: (MMLA): The Committee will abide by the Massachusetts Maternity Leave Act (MMLA): Upon the receipt of at least two weeks’ written notice to the Superintendent of Schools of the employees anticipated date of departure and intention to return under the Massachusetts Maternity Leave Act (MMLA) a member of this unit who is pregnant or intending to adopt a child and has been employed for at least 90 calendar days shall have the option of taking either:

- a. A leave of up to and no more than eight work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.

- b. A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a new born, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

The employee must notify the Superintendent if she intends to take leave under the MMLA Through a formal written and dated letter with reference to the Article and Section of this Agreement, including the estimated dates of departure and return.

An employee who takes a leave under the MMLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child, plus any period of the teacher's continuing disability due to childbirth.

A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the teacher would have been non-renewed or reduced in force.

Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MMLA, nor is it intended to expand or contract the rights and benefits of the act.

**Section 2. Family Medical Leave Act and Military Family Leave:** The Committee will abide by the Family Medical Leave Act (FMLA). An employee with at least twelve (12) months employment with family medical issues that renders him/ her unable to perform functions of their job must notify the Superintendent of their intent to take a medical leave through a formal written and dated letter with reference to the Article and Section of this Agreement, including the estimated dates of departure and return. The Superintendent of Schools will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA). Basic Leave Entitlement:

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employees, spouse, son or daughter, or parent, who has a serious health condition; or

- For a serious health condition that makes the employee unable to perform the employee's job

#### Military Family Leave Entitlements:

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### Benefits and Protections:

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with the equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.



Eligibility Requirements:

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Conditions:

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave:

The leave year shall be based on a twelve (12) month basis with only one FMLA leave allowed in a twelve (12) month period. The twelve month period will be calculated forward from the commencement date of the requested FMLA leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave:

The use of eligible sick time during an employees' FMLA will be at the discretion of the employee. Employees may choose or employers may

require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities:

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. A physician's note may be requested to verify the medical condition.

Employer Responsibilities:

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

When the reason for the Family Medical Leave overlaps with the Massachusetts Medical Leave Act, the leave will run concurrently.

MMLA leave shall not be combined with FMLA leave for more than 12 work weeks as established in the approved school calendar.

Nothing in this section of the bargaining agreement shall be construed to affect the Committee's or employee's requirement to abide by the FMLA, nor is it intended to expand or contract the rights and benefits of the act. If additional leave is required beyond that allowed by the FMLA or MMLA, the employee with professional status will apply for such leave under Section 3 of this article (Long Term Leave).

**Section 3. Long Term Leave:**

While it is recognized that except as specifically required by this Agreement, the Superintendent is not required to grant long term leaves of absence. A professional status employee may be granted a long term leave of up to one year without pay. If granted, the teacher shall notify the Superintendent in writing of the teacher's intent to return and the date of return by March 1<sup>st</sup> of the leave year. A person with professional status returning from leave under this Article will be placed on the next step of the schedule if the employee had been actively employed by the Westford School System for more than 91 days in the school year during which the leave commenced. Upon return, all sick leave that was accumulated on the date the leave began shall be restored.

A person returning from a leave under this Article, unless there has been a reduction in force that would have affected the employee, will be returned to the same or similar position to which the employee was assigned at the commencement of the leave with all benefits (including seniority) that she had accrued at the commencement of the leave.

**ARTICLE XVII - SICK LEAVE BANK**

**Section 1.** The Sick Leave Bank was established on September 1, 1982 for use by "eligible members" whose sick leave accumulation is exhausted through prolonged illness or disability and who require additional leave to make full recovery from his/her extended illness or disability. Every employee will have one sick day removed upon their fourth year of service with Westford Public Schools. The removed day will automatically enroll an employee into the WEA Sick Bank. In order to opt out of the sick bank, employees must submit a written request by June 30th of their third year to the WPS Human Resources Department and the WEA.

**Section 2.** The Sick Leave Bank shall be administrated by the WPS Human Resources department and the Superintendent's office, and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the Committee to serve at its discretion and three (3) members designated by the Association to serve at its discretion.

The Human Resources department will be responsible for reviewing all requests and verifying sick time data. The Superintendent will review applications for approval. Applicants may appeal the superintendent's decision to the Sick Bank Committee. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration. The Sick Leave Bank Committee shall be responsible for developing procedures for processing applications. These procedures will be designed to respect employees' reasonable expectations of confidentiality.

**Section 3.** The "eligible members" of the Sick Leave Bank shall be limited to full-time personnel covered by this bargaining agreement who have professional status and who are active participants in the bank.

**Section 4.** In any year when the bank has less than 3,000 accumulated days, each "eligible member" shall have his/her sick leave accumulation reduced by one (1) day and all of those days shall be deposited in the bank to be utilized by other bank members. In those years when the bank has 3,000 or more accumulated days, only those members who have contributed less than 14 days to the bank during their employment in Westford shall have their sick leave accumulation reduced by one day and those days shall be deposited in the Bank to be utilized by other bank Members.

**Section 5.** Application for benefits shall be made in writing to the Human Resources Department accompanied by a physician's note as to the need for and anticipated extent of extended recovery time from the illness or disability.

**Section 6.** Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) school days.

**Section 7.** The initial grant of sick leave to an "eligible employee" shall not exceed twenty (20) days, unless a clear need for additional days has been demonstrated in which case the initial grant may be up to 50 days. Upon completion of the initial grant, additional entitlement may be extended upon demonstration of need by the applicant, and these days may extend into a second school year. In no case may the total number of days granted to the employee exceed the total number of sick days that the employee had when the illness began or the prior related illness reoccurred.

**Section 8.** Subject to the foregoing requirements the WEA, Human Resources and Superintendent will determine the eligibility of the use of the bank and the amount of leave to be granted. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration.

**Section 9.** Unused days in the Sick Leave Bank shall be carried over into the bank that is established for the next academic year.

**Section 10.** Each time the Sick Leave Bank is exhausted during the applicable bank year all “eligible members” shall have their sick leave accumulation reduced by another day and that day shall be deposited in the bank.

**Section 11.** Eligible members of the Sick Leave Bank may also apply for benefits related to their participation in a treatment program for weight control, food disorders, stress, alcohol, and other chemical abuse, including smoking. Applications for such benefits must include a physician’s recommendation. If the application for benefits is approved, the School Department will pay the costs of the program that are not covered by the teacher’s insurance and/or the teacher’s spouse’s insurance. The number of days remaining in the Sick Leave Bank will be reduced to reflect the payment for such treatment program. The reduction will be calculated by dividing the cost of the program to the School Department by the applicable daily rate of substitute pay. The result, rounded to the nearest whole number, will be deducted from the Bank.

## **ARTICLE XVIII - CAREER CHANGE LEAVE**

**Section 1.** Subject to the conditions set forth in this Article, a leave of absence will be granted to bargaining unit members to explore the possibility of a career change.

**Section 2.** To be eligible, an employee must have six or more years of seniority as defined in Article XV, at the time the written application for the leave is filed with the Committee. The application must be filed no later than the March 15 preceding the date on which the leave is to begin. Self-employment is considered to be employment for purposes of this Article only if it is bona fide. The application will state the name of the potential new employer and the capacity in which the applicant is to be employed. Such employment must be on a full-time basis for the period of the leave. The employee

receiving a career leave must submit an intent to return letter to the Superintendent by April 15th of the leave year.

**Section 3.** All leaves will be for a period of one year commencing at the beginning of the school year, and an employee shall be eligible for only one such leave during the term of his/her service in Westford.

**Section 4.** No more than ten percent of the bargaining unit and no more than the following number of employees from any of the areas listed in Article XV, Section 3, shall be entitled to be on leave under this Article, Article IX, or Article XVI in any school year:

Areas with 1-15 members, 1 leave

Areas with 1-6 or more members, 2 leaves

For purposes of these numbers, the K5 area shall be computed by school rather than by area. The area of an employee shall be his/her primary area of assignment.

**Section 5.** In case the number of applications, if granted, would conflict with Section 4, the leaves will be granted to the applicant(s) with the greatest seniority as defined in Article XV, unless the Superintendent decides that the granting of the leave would substantially affect educational quality in a particular area. Leaves granted under Article IX or Article XVI are governed by the language of those Articles and are not affected by this seniority requirement.

**Section 6.** A person returning from a leave under this Article, unless there has been a reduction in force that would have affected him/her, will be returned to the same or a similar position to which he/she was assigned at the commencement of the leave with all benefits (including seniority) that he/she had accrued at the commencement of the leave.

### **ARTICLE XIX - NON-RESIDENT TUITION**

The Committee agrees to permit children of employees non-resident in Westford to attend Westford Schools, provided that such attendance shall not require the Committee (pursuant to its own policies) to increase staff, and provided further that, if such children require special services under c. 766, the costs of such special services shall be paid by the employee/parent. The child of a staff member residing in Massachusetts who is

seeking entry in a grade that has declared openings under the School Choice program may be admitted via the School Choice program. Acceptance in the School Choice program will be subject to a lottery if there are more applicants than declared School Choice seats. If the child of a staff member (who resides in Massachusetts) is not accepted via the School Choice program, the child may still attend Westford schools tuition free. A child of a staff member who resides outside of Massachusetts, who is not eligible to attend under the School Choice program, will be allowed to attend Westford schools tuition free. The Committee's refusal to grant such permission in a given instance shall not be subject to the grievance and arbitration provisions of the Agreement.

## **ARTICLE XX - TRANSFERS**

Although the Committee and Association recognize that some involuntary transfers from one school to another are necessary, they recognize that frequent employee transfers could be disruptive of the educational process and interfere with optimum system performance.

### **Section 1. Voluntary Transfers**

Employees wishing to seek changes from their current assignment may request voluntary transfers. The procedure which will be followed in processing voluntary transfers will be:

- a. Vacancies are posted during the spring.
- b. Upon notification of a vacancy, employees must submit a letter of interest to the Superintendent in a timely manner.
- c. The Superintendent acknowledges transfer requests.
- d. The Administrative Team will discuss vacancies and transfer requests.
- e. The Superintendent and WEA will discuss transfer requests.
- f. All internal candidates who are qualified will be interviewed.

### **Section 2. Involuntary Transfers**

When involuntary transfers are found to be necessary, the process will consist of:

- a. The Superintendent will meet and seek input from Administrators.

- b. The Superintendent will consider voluntary transfer requests.
- c. If an employee is transferred involuntarily to another building, the employee, upon request made to the Superintendent will be notified of the reason(s) for the transfer.
- d. Notice of transfer will be given to the employee as soon as practicable.



**ARTICLE XXI - DURATION**

This contract is effective on the date of execution and shall remain in full force and effect until August 31, 2014 and from year to year thereafter unless either party notifies the other party prior to December 1, 2013, or any December thereafter, of its desire to terminate or modify this contract. Such notifications shall be by Certified Mail Return Receipt Requested.

In Witness Whereof, the Committee has caused this instrument to be duly executed by its authorized designees, and the Association, acting in behalf of the employees, has caused this instrument to be signed by its proper officers hereto duly authorized this 14th day of January, 2013.

WESTFORD EDUCATION ASSOCIATION

WESTFORD SCHOOL COMMITTEE

*Ruth Freeman*  
*Mary McLure*

*Adrian Bennett*  
*Margaret A Murray*  
*Tom Flynn*

**ATTACHMENT A**  
**INTERIM EMPLOYEES AND RECALL RIGHTS**

It is recognized in Article I that “interim employees” are not covered by this Agreement. The purpose of this Attachment is to further define the term “interim employees” and to set forth certain understandings between the Committee and the Association.

An “interim employee” is a person who is employed to replace an employee covered by this Agreement who is on an approved leave of absence for an extended period of time (normally a full marking period or longer). Since such interim positions are outside the scope of this Agreement, it is understood that:

1. A bargaining unit employee who is laid off pursuant to Article XV and who has recall rights under that Article does not have recall rights to positions not covered by this Agreement, including interim positions. Accordingly, the Committee has no duty under Article XVI to offer such positions to employees with recall rights, and the refusal of a person with such recall rights to accept such a position if it is offered does not prejudice his recall rights.
2. The Committee agrees that a bargaining unit employee who has recall rights under Article XV will be given notice of vacancies in interim positions, and that the most senior employee with recall rights who applied for the position will be given that position if he is “qualified” as that term is defined in Section 2 of Article XV.
3. The wages, hours, and terms and conditions of employment of interim employees are not governed by this Agreement but rather by Committee policy. Thus, for example, an employee who at the time of layoff was being paid at the M-6 level of the Agreement would be paid based on the then applicable Committee policy.
4. An employee with recall rights who accepts an interim position will not have his two-year recall period enlarged as a result of that fact.
5. A member of Unit A on a Committee approved leave of absence who is RIF'd during this leave shall not have recall rights until termination of the leave, and the two-year recall period shall commence at the termination of the leave.

**ATTACHMENT B SALARY SCHEDULE 2011-2012**

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters + 30</u></b>
1	\$42,025	\$48,450	\$53,546
2	\$44,127	\$50,170	\$54,964
3	\$45,891	\$51,890	\$56,382
4	\$47,269	\$53,611	\$57,800
5	\$48,214	\$55,333	\$59,216
6	\$49,227	\$57,052	\$62,266
7	\$51,168	\$58,774	\$64,136
8	\$53,111	\$60,494	\$66,007
9	\$55,055	\$62,215	\$67,878
10	\$58,018	\$63,937	\$69,749
11	\$59,230	\$65,658	\$73,031
12	\$61,181	\$67,496	\$74,938
13	\$63,134	\$69,255	\$76,847
14	\$68,949	\$73,355	\$78,812

**ATTACHMENT B SALARY SCHEDULE 2012-2013**

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters + 30</u></b>
1	\$42,025	\$48,450	\$53,546
2	\$44,127	\$50,170	\$54,964
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8	\$53,111	\$60,494	\$66,007
9	\$55,055	\$62,215	\$67,878
10	\$58,018	\$63,937	\$69,749
11	\$59,230	\$65,658	\$73,031
12	\$61,181	\$67,496	\$74,938
13	\$63,134	\$69,255	\$76,847
14	\$68,949	\$73,355	\$78,812

**ATTACHMENT B SALARY SCHEDULE 2013-2014**

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters + 30</u></b>
1	42,445	48,935	54,081
2	44,568	50,672	55,514
3	46,350	52,409	56,946
4	47,742	54,147	58,378
5	48,696	55,886	59,808
6	49,719	57,623	62,889
7	51,680	59,362	64,777
8	53,642	61,099	66,667
9	55,606	62,837	68,557
10	58,598	64,576	70,446
11	59,822	66,315	73,761
12	61,793	68,171	75,687
13	63,765	69,948	77,615
14	69,638	74,089	79,600

**LONGEVITY**

On or before June 30 of each year , the Committee will pay the following additional salary based on continuous years of service in Westford Public Schools

<b><u>YEARS OF SERVICE</u></b>	<b><u>FY12</u></b>	<b><u>FY13</u></b>	<b><u>FY14</u></b>
14	\$200	\$200	\$200
15 and <20	\$900	\$1200	\$1200
20 and <25	\$1125	\$1425	\$1425
25 and <30	\$1375	\$1775	\$1775
30+ .....	\$1600	\$2000	\$2000

**One-Time Lump Sum Payment:**

- a. Unit A members who are on step 14 as of June 30, 2013, but who are not eligible for a longevity payment according to the schedule set forth above, shall receive a one-time lump sum payment of \$300. Payment will be made on or before June 30, 2013.
- b. Unit A members who are on step 14 as of June 30, 2014, but who are not eligible for a longevity payment according to the schedule set forth above, shall receive a one-time lump sum payment of \$300. Payment will be made on or before June 30, 2014.

Any employee retiring at the end of the school year, will receive a one-time additional salary of \$250 on or before June 30<sup>th</sup>.

## SUMMER PAY

Teachers who are required to dismantle/setup their classroom due to involuntary moves, camps, and other activities taking place in their classroom shall be paid a per diem stipend for 2 full days for work performed beyond the contracted work year upon the prior approval of the building principal.

## CATEGORIES OF STIPENDS

Stipends will be paid to staff who are involved with activities/responsibilities that are beyond the professional responsibilities contained in the collective bargaining agreement. Stipend activities are classified into the following categories.

- Co-Curricular
- Coaching
- Administrative
- General

## NEW COCURRICULAR APPROVAL PROCESS

Co-Curricular Stipends are paid to staff who provide additional instruction to students in clubs and activities beyond the school day. Staff may propose new clubs and activities. Recognizing the need to create a consistent process for the establishment of the number of activities and stipends, the Committee and Association will create a Stipend Committee. The following process will be followed when a new club/activity is proposed.

### Co-Curricular Club/Activity Approval Process

A written proposal will be submitted to the building principal by October 15<sup>th</sup> of that school year. The proposal form is in Attachment D of this Agreement.

### Establishment of Co-Curricular Tiers and Compensation

The stipend compensation level and the number of advisors for the co-curricular activities will be determined by the Stipend Committee and will be based on a weighted point value which considers the number of hours and number of students. Any request for a change of the tier will require a staff member to collect the data outlined in the

“Proposal” form. This data will be submitted to the Stipend Committee for reconsideration. Tiers will be established via a weighted point system outlined below.

<u>Hours (Contact Time)</u>	<u>Hr. Points</u>	<u># of Students</u>	<u>Student Points</u>
1-24	1	3-15	1
25-36	2	16-30	2
Over 36	3	Over 30	3

Tier will be based on the formula below:

$$(\text{Hour points}) + (\text{Student points}) = \text{Tier points}$$

<u>Tier</u>	<u>Total point range</u>
1	2 to 3 total tier points
2	4 to 5 total tier points
3	6 total tier points

The stipend language and Tier Chart in this Agreement will be reviewed and outlined by the Stipend Committee for recommendations to the School Committee.



### Stipend Committee

The Committee and the Association will create a Stipend Committee to establish a uniform system for adding stipends to the Unit A contract. The committee will consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association President. The purpose of the committee is to listen to proposals for additional clubs and activities and to recommend to the School Committee the tier, stipend and number of advisors during the life of this contract.

### **ATHLETIC STIPEND PROCESS**

Athletic Coaching stipends are paid to individuals who provide interscholastic coaching to student athletes.

#### Process for Establishing a New Sport

A request for the establishment of a new sport will be submitted to the Director of Athletics. In consultation with the building principal, Director of Athletics will determine the level of team:

- Varsity
- Junior Varsity & Freshmen
- Middle School

Proposals for new sports should be submitted approximately nine (9) months in advance of the season to allow for scheduling. In consultation with the building principal, the Director of Athletics will also determine the number of staff required to meet coaching responsibilities. The number of coaches will be determined by the number of students participating and safety considerations. The Director of Athletics will select coaches from qualified applicants.

### Establishment of Coaching Groups and Compensation

Coaching positions are categorized into three groups depending upon the number of participants and the length of the season. Varsity coaching stipends are established via the collective bargaining process. Assistant, Junior varsity and freshmen coaches' stipends will be 66% of the varsity coach stipend for each respective sport. Middle School coaches' stipends will be 50% of the Varsity coach stipend.

### General Stipends

General Stipends are paid to staff that have additional activities and responsibilities that are beyond the professional responsibilities contained in the collective bargaining agreement and beyond the school day. Recognizing the need to create a consistent process for the establishment of the General Stipends, the Committee and Association will create a General Stipend Committee. The following process will be followed when a new stipend is proposed.

### Establishment of General Stipend

The Committee and the Association will create a Stipend Committee to establish a uniform system for adding general stipends to the Unit A contract. The committee will consist of six (6) members. The Superintendent, one administrative position appointed by the superintendent, three (3) WEA representatives appointed by the WEA executive board, and 1 school committee member. The purpose of the committee is to listen to proposals for additional general stipends or when a stipend will not be funded, to give the School Committee an informed discussion and maybe brainstorm other options. The option to fund a stipend will be at the discretion of the School Committee.

**ATTACHMENT C**  
**SCHEDULE FOR TEAM LEADER / DEPT. HEAD STIPENDS**

<u>Activity</u>	<u>Stipend FY 12</u>	<u>Stipend FY 13</u>	<u>Stipend FY 14</u>	<u>Notes</u>
Team Leader: Middle School	\$2,192	\$2,192	\$2,192	
Team Leader: Elem. School	\$2,192	\$2,192	\$2,192	
Summer School Facilitator	\$3,836	\$3,836	\$3,836	
Teacher Mentor: First Year Teacher	\$552	\$552	\$552	
Mentor Site Coordinator	\$661	\$661	\$661	
Guidance Counselors *				
New Teacher Orientation **	\$100	\$100	\$100	\$100 per day

\* Regular high school guidance counselors are required to work one hundred eighty-eight (188) days and middle school guidance counselors are required to work one hundred eighty-seven (187) days. Regular guidance counselors are paid at a per diem rate for days beyond one hundred eighty-four (184). This provision sunsets on August 31, 2014 when the work year of 185 days is reinstated.

\*\* All new employees are required to attend a two (2) day orientation program prior to the start of the school year.

The above stipends will be paid in any year in which the position is filled. Recognizing the need to create a formal process for the adoption of new clubs and student activities, the Committee and Association will create a stipend committee to establish a uniform system for adding stipends to the Unit A contract. The committee will consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association president. The purpose of the committee is to listen to proposals for additional clubs and activities and to recommend to the school committee the tier, level or appropriate stipend during the life of this contract.

**ATTACHMENT C**  
**SCHEDULE FOR SPORTS STIPENDS**  
**Westford Academy and Middle Schools**

<b><u>Group</u></b>	<b><u>Fall Sport</u></b>	<b><u>Position</u></b>	<b><u>Recommended Number of Staff</u></b>	<b><u>Stipend FY12</u></b>	<b><u>Stipend FY13</u></b>	<b><u>Stipend FY 14</u></b>
1	Football	Head Coach	1	\$7,301	\$7,301	\$7,301
		Asst JV & Fresh	5	\$4,819	\$4,819	\$4,819
2	Soccer, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV & Fresh	2	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Soccer, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV & Fresh	2	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Field Hockey	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV & Fresh	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Cross Country	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Volleyball, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV & Fresh	1	\$3,473	\$3,473	\$3,473
3	Golf	Head Coach	1	\$4,471	\$4,471	\$4,471
3	Cheerleading	Head Coach	1	\$4,471	\$4,471	\$4,471
		Asst	1	\$2,951	\$2,951	\$2,951
2	Basketball, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV & Fresh	2	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Basketball, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV & Fresh	2	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Ice Hockey, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261

		Asst	2	\$3,473	\$3,473	\$3,473
2	Ice Hockey, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst	1	\$3,473	\$3,473	\$3,473
2	Wrestling	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst	1	\$3,473	\$3,473	\$3,473
2	Gymnastics	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst	1	\$3,473	\$3,473	\$3,473
2	Indoor Track, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261
2	Indoor Track, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
2	Swimming, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261
2	Swimming, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
3	Alpine Ski	Head Coach	1	\$4,471	\$4,471	\$4,471
3	XC Ski	Head Coach	1	\$4,471	\$4,471	\$4,471
3	Cheerleading	Head Coach	1	\$4,471	\$4,471	\$4,471
		Asst	1	\$2,951	\$2,951	\$2,951
2	Baseball	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV & Fresh	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Softball	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV & Fresh	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Tennis, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst	1	\$3,473	\$3,473	\$3,473
2	Tennis, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst	1	\$3,473	\$3,473	\$3,473
2	Track, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Track, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst	2	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Volleyball, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261
2	Lacrosse, Boys	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV	1	\$3,473	\$3,473	\$3,473

2	Lacrosse, Girls	Head Coach	1	\$5,261	\$5,261	\$5,261
		Asst JV	1	\$3,473	\$3,473	\$3,473

**ATTACHMENT C**  
**SCHEDULE FOR ACTIVITY STIPENDS**  
**Westford Academy**

<b><u>Group</u></b>	<b><u>Activity</u></b>	<b><u>Recommended Number of Staff</u></b>	<b><u>Stipend FY 12</u></b>	<b><u>Stipend FY13</u></b>	<b><u>Stipend FY14</u></b>
5	Class Advisor Freshmen	2	\$1,892	\$1,892	\$1,892
5	Class Advisor Sophomore	2	\$1,892	\$1,892	\$1,892
5	Class Advisor Junior	2	\$2,011	\$2,011	\$2,011
5	Class Advisor Senior	2	\$2,364	\$2,364	\$2,364
7	Marching Band Director	1	\$5,510	\$5,510	\$5,510
4	Marching Band Assistant	1	\$2,364	\$2,364	\$2,364
7	Colorguard	1	\$2,364	\$2,364	\$2,364
7	Band Concert	1	\$2,364	\$2,364	\$2,364
7	Chorus	1	\$2,364	\$2,364	\$2,364
7	Band Jazz	1	\$2,364	\$2,364	\$2,364
7	Band Summer	1	\$1,774	\$1,774	\$1,774
7	Symphony/Orchestra	1	\$2,364	\$2,364	\$2,364
7	Theater Arts Director	1	\$2,364	\$2,364	\$2,364
4	Technical Assistant	1	\$1,253	\$1,253	\$1,253
4	Musical Assistant	1	\$1,253	\$1,253	\$1,253
4	Choreographer	1	\$1,253	\$1,253	\$1,253
	Auditorium Manager	1	6000	6000	6000
6	Cirrus Instructors	4	\$2,364	\$2,364	\$2,364
4	Outing Club	1	\$1,253	\$1,253	\$1,253
2	Ski club	1	\$1,253	\$1,253	\$1,253
4	Peer Counseling	1	\$1,892	\$1,892	\$1,892
5	School Store	1	\$1,892	\$1,892	\$1,892

5	Ghostwriter Newspaper	1	\$1,892	\$1,892	\$1,892
2	Ghostwriter, Assistant	1	\$949	\$949	\$949
4	NHS	1	\$1,253	\$1,253	\$1,253
3	NHS Asst to Academic Support	1	949	949	949
4	Spanish Club	1	\$1,253	\$1,253	\$1,253
4	French club	1	\$1,253	\$1,253	\$1,253
4	German Club	1	\$1,253	\$1,253	\$1,253
4	Latin Club	1	\$1,253	\$1,253	\$1,253
2	Math League	1	\$1,253	\$1,253	\$1,253
5	DECA	2	\$1,892	\$1,892	\$1,892
2	Literary Magazine	1	\$949	\$949	\$949
2	Computer/Film club	1	\$949	\$949	\$949
2	Model U.N.	1	\$949	\$949	\$949
2	Environment	1	\$710	\$710	\$710
3	Art Club	2	\$949	\$949	\$949
1	W.O.R.D.	1	\$393	\$393	\$393
2	Destination Imagination O/M	1	\$393	\$393	\$393
2	Photography	1	\$710	\$710	\$710
2	Mock Trial	2	\$1,253	\$1,253	\$1,253
3	ADC Director	1	\$ 949	\$ 949	\$ 949
4	AFS International Club	1	\$1,253	\$1,253	\$1,253
5	International Coordinator	1	\$2,364	\$2,364	\$2,364
1	Open Gym	1	\$393	\$393	\$393
2	Three on Three Basketball	1	\$710	\$710	\$710
2	Amnesty International	1	\$710	\$710	\$710
2	S.A.D.D.	2	\$710	\$710	\$710
6	Student Council	1	\$2,508	\$2,508	\$2,508
4	Speech & Debate Team	1	\$1,253	\$1,253	\$1,253



2	Speech and Debate Team Assist	1	710	710	710
4	Dance club	1	\$1,253	\$1,253	\$1,253
6	Yearbook	1	\$2,755	\$2,755	\$2,755
2	G.S.A	1	\$710	\$710	\$710
2	Museum Club	1	\$710	\$710	\$710
2	Political Forum	1	\$710	\$710	\$710
2	Apollo Science/Technology	1	\$710	\$710	\$710
2	Chess Club	1	\$710	\$710	\$710
2	Animal Rights	1	\$710	\$710	\$710
2	Raise Your Voice	1	\$710	\$710	\$710
2	W.A.V.E.	1	\$710	\$710	\$710
2	Future Teachers of America	1	\$710	\$710	\$710
2	Book Club	1	\$393	\$393	\$393
4	Broadcast/Communications	1	\$1,253	\$1,253	\$1,253
4	Community Service	1	\$1,253	\$1,253	\$1,253
2	WA Buddies	1	\$1,253	\$1,253	\$1,253
4	WA Pride	1	\$1253	\$1253	\$1253
3	Youth Red Cross	1	\$949	\$949	\$949
3	Harvard Model Congress	1	\$949	\$949	\$949
4	Computer Science League	1	\$1253	\$1253	\$1253
4	Science Olympiad	1	\$1253	\$1253	\$1253
2	Unicycle Club	1	\$710	\$710	\$710

The above stipends will be paid in any year in which the position is filled. Recognizing the need to create a formal process for the adoption of new clubs and student activities, the Committee and Association will create a stipend committee to establish a uniform system for adding stipends to the Unit A contract. The committee will consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association president. The purpose of the committee is to listen to proposals for additional clubs and activities and to recommend to the school committee the tier, level or appropriate stipend during the life of this contract.

**ATTACHMENT C**  
**SCHEDULE FOR ACTIVITY STIPENDS**  
**Elementary and Middle Schools**

<b><u>Group</u></b>	<b><u>Activity</u></b>	<b><u>School</u></b>	<b><u>Recommended Number of Staff</u></b>	<b><u>Stipend FY 12</u></b>	<b><u>Stipend FY13</u></b>	<b><u>Stipend FY 14</u></b>	<b><u>Notes</u></b>
	Middle School Athletic Coordinator	MS	1	\$828	\$828	\$828	
1	Environment	MS	2	\$414	\$414	\$414	
1	Hiking Club	MS	2	\$414	\$414	\$414	
1	Peer Mediators	MS	2	\$414	\$414	\$414	
1	West St Serenaders	MS	1	\$414	\$414	\$414	
1	Geography Bee	MS	1	\$414	\$414	\$414	
1	Sign Language	MS	1	\$414	\$414	\$414	
1	Science Club	MS	1	\$414	\$414	\$414	
2	German Club	MS	1	\$710	\$710	\$710	
2	Spanish Club	MS	1	\$710	\$710	\$710	
2	French/Italian Club	MS	1	\$710	\$710	\$710	
2	Dance, Dance	MS	1	\$710	\$710	\$710	
2	Crafts	MS	2	\$710	\$710	\$710	
2	Woodworking	MS	1	\$710	\$710	\$710	
2	Fantasy Game Club	MS	1	\$710	\$710	\$710	
2	Speech & Debate	MS	1	\$710	\$710	\$710	
2	Quilting Bee	MS	1	\$710	\$710	\$710	
2	6 <sup>th</sup> Grade Band	MS	1	\$710	\$710	\$710	
2	6 <sup>th</sup> Grade Orchestra	MS	1	\$710	\$710	\$710	
4	Yearbook	MS	2	\$1,253	\$1,253	\$1,253	
2	Yearbook Assistant	MS	2	\$710	\$710	\$710	

2	Chess Club	MS	1	\$710	\$710	\$710	
2	Multicultural Club	MS	1	\$710	\$710	\$710	
2	Book Club	MS	1	\$710	\$710	\$710	
2	Drama Club	MS	1	\$710	\$710	\$710	
	History Club	MS	1	\$949	\$949	\$949	
3	Computer	MS	2	\$1,017	\$1,017	\$1,017	
3	Math Team	MS	3	\$1,017	\$1,017	\$1,017	
3	Ski Club Coordinator	MS	1	\$1,017	\$1,017	\$1,017	
2	Ski Club Assistant	MS	2	\$710	\$710	\$710	
3	Newspaper	MS	2	\$1,017	\$1,017	\$1,017	
3	Theater Arts	MS	1	\$1017	\$1017	\$1017	
4	Mock Trial	MS	2	\$1,253	\$1,253	\$1,253	
4	Student Council	MS	2	\$1,253	\$1,253	\$1,253	
7	Band Concert	MS	1	\$1,253	\$1,253	\$1,253	
7	Chorus	MS	1	\$1,253	\$1,253	\$1,253	
7	Band Jazz	MS	1	\$1,253	\$1,253	\$1,253	
7	Symphony /Chamber Orchestra	MS	1	\$1,253	\$1,253	\$1,253	
9	Intramurals*	MS		\$35/hr	\$35/hr	\$35/hr	*Per staff, not to exceed \$3,630 per year
2	Nature's Classroom	Elem	1	\$414	\$414	\$414	
2	Ski Club	Elem	1	\$710	\$710	\$710	
2	5th Grade Chorus	Elem	2	\$710	\$710	\$710	
2	Upper Elem Newspaper	Elem	1	\$710	\$710	\$710	
2	Book Club	Elem	2	\$710	\$710	\$710	
3	5th Grade Play Director	Elem	1	\$1,017	\$1,017	\$1,017	
3	5th Grade Musical Director	Elem	1	\$1,017	\$1,017	\$1,017	
	5 <sup>th</sup> Grade Camp	Elem	1	\$1200	\$1200	\$1200	

The grouping reflects factors such as the number of participants and the number of student contact hours.

**ATTACHMENT D**

**PROPOSAL FOR NEW COCURRICULAR CLUB/ACTIVITY STIPENDS**

**PILOT YEAR** \_\_\_\_\_

**NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SCHOOL** \_\_\_\_\_

**PROPOSED CLUB/ACTIVITY** \_\_\_\_\_

**BRIEF DESCRIPTION** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>DATA</b>	<b>PROPOSED</b>	<b>ACTUAL</b>
Number of hours needed for preparation (each session)		
Number of students expected to participate		
Location (In or Out of school)		
Start and end dates		
Number of meetings		
Cost of supplies		

**YEAR 2 OF APPROVAL PROCESS**

Principal Input: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Building Principal Signature \_\_\_\_\_

**STIPEND COMMITTEE ACTION**

Date \_\_\_\_\_  
Number of Advisors \_\_\_\_\_  
Stipend Tier \_\_\_\_\_

*~ Submit to the building principal*



# **WESTFORD PUBLIC SCHOOLS**



## **PROFESSIONAL STANDARDS**

**and**

## **TEACHER EVALUATION PROCESS**

## **MANUAL**



## **PHILOSOPHY**

The Westford School Committee is responsible for providing students with the best educational opportunities and programs available. To achieve this end, there are many decisions to be made and steps to be taken. We believe that evaluation is a vital step in meeting these responsibilities. The evaluation process serves to promote the improvement of instruction, the growth of staff members, and the effectiveness of the educational program. With these ends in mind, evaluation information can and should be discussed any time during the school year.

Evaluation is viewed as a collaborative process, which we hope, will nurture experimentation and risk taking. Our basic assumption is that performance evaluation should be rich in information and be used to improve the quality of classroom instruction. It is both a formative and summative process of inquiry. The process is formative in the sense that teachers can learn from the assessment of outside observers and use the information to modify their teaching practices, and summative in that the evaluation report is submitted to the Superintendent and maintained in the employee's file.

This evaluation process is grounded in three basic assumptions about evaluation. First, the primary purpose of evaluation is the improvement of instruction. Second, the results of evaluation will inform the processes of hiring, retention, and transfer. Third, the evaluation program will meet the legal requirements of local and State authorities.

The identification by the School Committee of employee performance standards will be the basis by which administrators will assess employee performance. The Committee has defined specific employee expectations as outlined in The Massachusetts Department of Elementary and Secondary Education Model System for Educator Evaluation. The process is designated to provide frequent, systematic, formal and informal analysis and feedback to each employee. This evaluation data will validate effective practices, stimulate further growth and improvement, expand repertoires and stretch employee thinking. This evaluation process establishes rigorous performance standards in a fair comprehensive evaluation process for teachers.





## **PRINCIPLES FOR TEACHER EVALUATION**

The Westford Public Schools Performance Standards are derived from the Department of Education's Principles of Effective Teaching and from the *Skillful Teacher* by John Saphier and Robert Gower.

An effective system for teacher evaluation:

1. The performance standards shall be measurable.
2. The performance standards shall reflect and allow for significant differences in assignments and responsibilities. These differences shall be described in evaluation reports.
3. The performance standards shall be shared with the person being evaluated in advance of the evaluation process.
4. The purpose of evaluation shall be stated clearly, in writing, to the person being evaluated.
5. The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in State and Federal laws.
6. The person being evaluated shall be allowed to gather and provide additional information on his/her performance. Such information must be provided in a timely manner and must be considered by the evaluator.
7. The person being evaluated shall have an opportunity to respond in writing to the evaluation reports.
8. The performance standards shall include a systematic way to encourage teachers to be constant learners.
9. The performance standards shall require frequent interaction with others in a collaborative setting.





Massachusetts Department of  
**ELEMENTARY & SECONDARY  
EDUCATION**

## **Massachusetts Model System for Educator Evaluation**

### **Part IV: Model Collective Bargaining Contract Language**

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January 2012

**Massachusetts Department of Elementary and Secondary Education**  
75 Pleasant Street, Malden, MA 02148-4906  
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370  
[www.doe.mass.edu](http://www.doe.mass.edu)



This document was prepared by the  
Massachusetts Department of Elementary and Secondary Education  
Mitchell D. Chester, Ed.D.  
Commissioner

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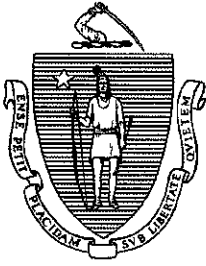
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## **Massachusetts Department of Elementary and Secondary Education**

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000  
TTY: N.E.T. Relay 1-800-439-2370

Mitchell D. Chester, Ed.D.  
Commissioner  
January 20, 2012

Dear Educators and other interested Stakeholders,

I am pleased to present Part IV of the Massachusetts Model System for Educator Evaluation. Since late June, when the Board of Elementary and Secondary Education adopted regulations to improve student learning by overhauling educator evaluation in the Commonwealth, staff here at the Department has been working closely with stakeholders to develop the Model System called for in the regulations. With the help of thoughtful suggestions and candid feedback from a wide range of stakeholders, we developed the first six components of the Model System:

- District-Level Planning and Implementation Guide
- School-Level Planning and Implementation Guide
- Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher
- Model Collective Bargaining Contract Language,
- Implementation Guide for Principal Evaluation
- Implementation Guide for Superintendent Evaluation

I am excited by the promise of Massachusetts' new regulations. Thoughtfully and strategically implemented, they will improve student learning by supporting analytical conversation about teaching and leading that will strengthen professional practice. At the same time, the new regulations provide the opportunity for educators to take charge of their own growth and development by setting individual and group goals related to student learning.

The Members of the State Board and I know that improvement in the quality and effectiveness of educator evaluation will happen only if the Department does the hard work ahead "with the field," not "to the field." To that end, we at the Department need to learn with the field. We will continue to revise and improve the Model System including the Implementation Guides based on what we learn with the field over the next few years. To help us do that, please do not hesitate to send your comments, questions and suggestions to us at [EducatorEvaluation@doe.mass.edu](mailto:EducatorEvaluation@doe.mass.edu). Please also visit the Educator Evaluation webpage at [www.doe.mass.edu/edeval/](http://www.doe.mass.edu/edeval/). We will be updating the page regularly.

Please know that you can count on the Department to be an active, engaged partner in the challenging, but critical work ahead.

Sincerely,

Mitchell D. Chester, Ed.D.  
Commissioner of Elementary and Secondary Education

# The Massachusetts Model System for Educator Evaluation

The Model System is a comprehensive educator evaluation system designed by the Department of Elementary and Secondary Education (ESE), pursuant to the new educator evaluation regulations, 603 CMR 35.00. The following eight-part series was developed to support effective implementation of the regulations by districts and schools across the Commonwealth.

## **Part I: District-Level Planning and Implementation Guide**

This Guide takes district leaders—school committees, superintendents and union leaders—through factors to consider as they decide whether to adopt or adapt the Model System or revise their own evaluation systems to meet the new educator evaluation regulation. The Guide describes the rubrics, tools, resources and model contract language ESE has developed, and describes the system of support ESE is offering. It outlines reporting requirements, as well as the process ESE will use to review district evaluation systems for superintendents, principals, teachers and other licensed staff. Finally, the Guide identifies ways in which district leaders can support effective educator evaluation implementation in the schools.

## **Part II: School-Level Planning and Implementation Guide**

This Guide is designed to support administrators and teachers as they implement teacher evaluations at the school level. The Guide introduces and explains the requirements of the regulation and the principles and priorities that underlie them. It offers guidance, strategies, templates and examples that will support effective implementation of each of the five components of the evaluation cycle: self-assessment; goal setting and educator plan development; plan implementation and evidence collection; formative assessment/evaluation; and summative evaluation.

## **Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher**

The Guide presents the Model Rubrics and explains their use. The Guide also outlines the process for adapting them.

## **Part IV: Model Collective Bargaining Contract Language**

This section contains the Model Collective Bargaining Contract Language that is consistent with the regulations. By March 15, 2012, ESE will provide model contract language for “Unit B” administrators and educators.

## **Part V: Implementation Guide for Principal Evaluation**

This section details the model process for principal evaluation and includes relevant documents and forms for recording goals, evidence and ratings. The Guide includes resources that principals and superintendents may find helpful, including a school visit protocol.

## **Part VI: Implementation Guide for Superintendent Evaluation**

This section details the model process for superintendent evaluation and includes relevant documents and a form for recording goals, evidence and ratings. The Guide includes resources that school committees and superintendents may find helpful, including a model for effective goal setting.

## **Part VII: Rating Educator Impact on Student Learning Using District-Determined Measures of Student Learning (July 2012)**

Part VII is scheduled for publication in July 2012. It will contain guidance for districts on identifying and using district determined measures of student learning, growth and achievement, and determining ratings of high, moderate or low for educator impact on student learning.

## **Part VIII: Using Staff and Student Feedback in the Evaluation Process (May 2013)**

Part VIII is scheduled for publication in May 2013. It will contain direction for districts on incorporating student and staff feedback into the educator evaluation process.



## The Opportunity

On June 28, 2011 the Massachusetts Board of Elementary and Secondary Education adopted new regulations to guide the evaluation of all educators serving in positions requiring a license—teachers, principals, superintendents, and other administrators<sup>1</sup>. The regulations are designed first and foremost to promote leaders' and teachers' growth and development. They place student learning at the center of the process using multiple measures of student learning. By 2013-14, every district in the Commonwealth will be phasing in evaluation processes and procedures that are consistent with the new regulations.

To do so will require changes in culture and practice in many schools and districts. Members of the Task Force that crafted recommendations for the regulations found that in many schools in the Commonwealth—and nationwide—the educator evaluation process is ineffective.<sup>2</sup> Too often, they found, the process is divorced from student learning and is superficial, ritualistic and passive, experienced by many as something “done to them.” Fewer than half of teachers and administrators polled described their own experience of evaluation as a process that contributed to their professional growth and development. The new regulations—well implemented—are designed to change all this. Each educator will take a leading role in shaping his/her professional growth and development.

- Every educator will assess his/her own performance and propose one or more challenging goals for improving his/her own practice. A formal process for reflection and self-assessment creates the foundation of a new opportunity for educators to chart their own course for professional growth and development.
- Every educator will be using a rubric that offers a detailed picture of practice at four levels of performance. District-wide rubrics set the stage for both deep reflection and the rich dialogue about practice that our profession seeks.
- Every educator will also consider their students' needs using a wide range of ways to assess student growth and propose one or more challenging goals for improving student learning. They will be able to monitor progress carefully and analyze the impact of their hard work.
- Every educator will be expected to consider team goals, a clear indication of the value the new process places on both collaboration and accountability.
- Every educator will compile and present evidence and conclusions about their performance and progress on their goals, ensuring that the educator voice is critical to the process.

These and other features of the new educator evaluation system hold great promise for improving educator practice, school climate and student learning. To turn promise into reality, every educator—and the teams they work with—will need to be supported to do this new work effectively and efficiently.

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<sup>1</sup> For the full text of the regulations, see <http://www.doe.mass.edu/lawsregs/603cmr35.html>

<sup>2</sup> For the full report of the Task Force, see *Building a Breakthrough Framework for Educator Evaluation in the Commonwealth*, submitted by the Massachusetts Task Force on the Evaluation of Teachers and Administrators, March 2011 available at <http://www.doe.mass.edu/eval/breakthroughframework.doc>

The Task Force envisioned ESE playing an active role in that support, expecting ESE to develop a model to support districts to implement its “breakthrough framework”. The regulations therefore called on ESE to develop a “model system” which it defined as “the comprehensive educator evaluation system designed and updated as needed by the Department as an exemplar for use by districts. The Model System shall include tools, guidance, rubrics, and contract language developed by the Department that satisfy the requirements of (this regulation).”<sup>3</sup> This guide and its companions are the first components of the Massachusetts Model System for Educator Evaluation (hereafter referred to as “the Model System”).<sup>4</sup>

## Collective Bargaining and Educator Evaluation

The procedures for conducting educator evaluation are a mandatory subject of collective bargaining in Massachusetts.<sup>5</sup> As such, all districts will be engaged in collective bargaining in order to implement the framework for teachers, caseload educators and administrators represented by bargaining agents. Many of the early adopter districts see the new framework as a welcome opportunity for labor and management to engage deeply and constructively in the conversation, collaboration and negotiation required to establish a sound foundation for implementing new practices. They understand that formal negotiations are only one step in a much longer process of collaboration that will be needed to build, monitor, update, and revise an educator evaluation process that is fair, transparent, credible, and leads to educator growth and development.

Districts have approached contract language concerning educator evaluation differently. Some have included every detail of the evaluation process in their collective bargaining agreements. Others have included some aspects of the process in the contract and others in side letters or other documents. Still other districts have bargained more general procedures and some of the details lie outside of formal agreements. The Model Collective Bargaining Contract Language contains very specific language. A district that chooses to adopt the model will adopt the contract language in its entirety. Districts may choose to adapt it to local conditions by adding, deleting and/or revising language. For example, while the Model refers to “primary” and “supervising” evaluators, some districts may prefer to use different terms to identify these roles. Still others may choose not to use the model language as a starting point. They may choose to revise their existing contract language to make sure it conforms to the new state regulations. As with other components of the model system, districts that choose to adapt the model or revise their existing system will need to complete the Educator Evaluation Questionnaire described in Part I, The District-Level Planning and Implementation Guide. The Questionnaire serves as both a self-assessment to help districts know ahead of time if the evaluation process they are planning conforms to the regulations, and as the vehicle for presenting its process for ESE review. At the end of the term of the parties’ collective bargaining agreement, districts will have a new opportunity to decide whether to adopt or adapt the Model Collective Bargaining Contract Language.

We would like to acknowledge the valuable assistance we received from many individuals and organizations as we developed the model collective bargaining contract language. State associations whose representatives worked with ESE staff include, in alphabetical order: American Federation of Teachers, Massachusetts (AFT-MA), Massachusetts Association of School Committees (MASC), Massachusetts Association of School Personnel Association (MASPA), Massachusetts Association of School Superintendents (MASS), Massachusetts Secondary School Administrators Association (MSSAA),

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<sup>3</sup> See CMR 603 35.02 at <http://www.doe.mass.edu/lawsregs/603cmr35.html>

<sup>4</sup> See <http://www.mass.edu/eval/model/> for all components of the Model

<sup>5</sup> M.G.L. c 71 s 38. See Appendix A for an excerpt

Massachusetts Teachers Association (MTA). We appreciate their participation and we thank them for their time and effort.

Consistent with an evaluation system that promotes continuous learning, we anticipate learning what works well and what could be improved as districts implement their new evaluation systems. In addition, 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, as well as the use of student and staff feedback. For these reasons, it will be important for the collective bargaining agreements to acknowledge the parties' obligation to address these new matters in a timely manner.

ESE developed the model contract language to support district leaders—school committee members, superintendents, union leaders, human resource directors, and others—as they work together to turn the promise of a breakthrough framework for educator evaluation into reality for every educator in the district. At the very least, the model language can serve as a district's starting point for bargaining. It is ESE's hope that many districts will find the model contract language clear and comprehensive and will conclude that they can adopt it without modification.

While collective bargaining is typically led by district leaders, most of the *implementation* work involved with educator evaluation will be in the hands of school-level staff—teachers, principals and other school staff. Therefore, it is important that school-level staff—particularly principals and department heads—be engaged in the discussion about contract language. It is they who will have to make the words on the paper come alive.<sup>6</sup>

ESE looks forward to receiving feedback on this guide at [educatorevaluation@doe.mass.edu](mailto:educatorevaluation@doe.mass.edu).

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<sup>7</sup> Caseload educators are educators who teach or counsel individual or small groups of students through consultation with a classroom teacher, such as school nurses, guidance or adjustment counselors, speech and language pathologists, and some special education teachers.

## Forms to Support Effective Implementation

The Model Contract Language does not include forms. That said, Appendix A in Part II of the Model System, the School-Level Planning and Implementation Guide, contains ten (10) forms that are fully compatible with the model contract language. They were developed in collaboration with early adopter schools and districts and in consultation with staff from the state offices of MTA and AFT-MA. They are designed to help make implementation of the 5-Step Cycle efficient, effective, clear, and concrete. Districts are urged to look to these forms as a thoughtful starting point for their own planning.

- Educator Tracking Sheet
- Self-Assessment Form
- Goal Setting Form
- Educator Plan Form
- Evaluator Record of Evidence Form
- Educator Collection of Evidence Form
- Formative Assessment Report Form
- Formative Evaluation Report Form
- Summative Evaluation Report Form
- Educator Response Form

# Background: The New Educator Evaluation Framework

## Key Features

Most of the public discussion about the new framework and regulations has focused on teacher evaluation. That is unfortunate because an underlying assumption of the Task Force and the regulations has been this: **the new Framework applies to every educator**. Starting in fall 2012 school committees will begin applying the framework when they evaluate superintendents. Superintendents will apply the same framework when they evaluate assistant superintendents, principals and other district administrators. Principals, in turn, will apply the framework when they evaluate teachers, caseload educators<sup>7</sup> and school-level administrators. Everyone is “in this boat” together.

The framework calls for key features that apply to every educator:

1. **Statewide Standards and Indicators for Effective Administrative Leadership and Teaching Practice.** The Task Force proposed a set of standards and indicators for both teachers and administrators that it intended to promote a statewide understanding about what effective teaching and administrative practice look like. The process included an extensive comparison of relevant state and national standards. Each of four standards for teachers and for administrators is broken down into 3-6 indicators. Together, the standards and indicators serve as what the Task Force called the “spine” of the new evaluation framework, and “will do so in the evaluation systems that districts adopt”. The regulations define Standards and Indicators for Effective Teaching Practice and for Administrative Leadership Practice (603 CMR 35.03 and 603 CMR 35.04).

### Standards for Administrators

*Instructional Leadership*

*Management and Operations*

*Family and Community Engagement*

*Professional Culture*

### Standards for Teachers

*Curriculum, Planning and Assessment*

*Teaching All Students*

*Family and Community Engagement*

*Professional Culture*

2. **Role-specific rubrics define the Standards and Indicators.** The regulations require that the standards and indicators be “translated” into rubrics that describe practice in detail at different levels of proficiency (603 CMR 35.06). Educators and evaluators will use the rubric most appropriate to the role of the educator as a foundation for self-assessment, formative assessment and summative evaluation. Rubrics give substance to the standards and indicators. Each indicator is broken down into elements that are in turn described at four levels. Rubrics are a tool for making explicit and specific the behaviors and actions present at each level of performance. They can foster constructive dialogue about those expectations and how to improve practice. The rubrics prompt careful analysis and discussion. Detailed information about rubrics can be found in Part III of the Model System for Educator Evaluation, Guide to Rubrics and Model Rubrics for Superintendent, Administrator and Teacher.

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<sup>7</sup> Caseload educators are educators who teach or counsel individual or small groups of students through consultation with a classroom teacher, such as school nurses, guidance or adjustment counselors, speech and language pathologists, and some special education teachers.

3. **Three Categories of Evidence.** To assess educator performance on the Standards and Indicators, the Task Force called for three categories of evidence to be used in every district's educator evaluation system. The regulations describe:

- **Multiple measures of student learning, growth, and achievement**, including classroom assessments, district-determined measures comparable across grade or subject district-wide, and state-wide growth measures where available, including the MCAS Student Growth Percentile (SGP) and Massachusetts English Proficiency gain scores (MEPA);
- **Judgments based on observation and artifacts of professional practice**, including unannounced observations of practice of any duration; and,
- **Additional evidence relevant to one or more Performance Standards** (603 CMR 35.07(1)). Starting in 2013-14, student feedback will have to be used as a source of evidence when evaluating teachers and administrators, and staff feedback will have to be used when evaluating administrators.<sup>8</sup>

4. **A Statewide Performance Rating Scale.** The performance of every educator is rated against the Performance Standards described above. All educators earn one of four ratings: *Exemplary*, *Proficient*, *Needs Improvement*, or *Unsatisfactory*. Each rating has a specific meaning:

*Proficient* performance is understood to be fully satisfactory. This is the rigorous expected level of performance; demanding, but attainable.

*Exemplary* performance represents a level of performance that exceeds the already high standard of Proficient. A rating of Exemplary is reserved for performance on an Indicator or Standard that is of such a high level that it could serve as a model. Few educators are expected to earn Exemplary ratings on more than a handful of Indicators.

*Needs Improvement* indicates performance that is below the requirements of a Standard but is not considered to be Unsatisfactory at the time. Improvement is necessary and expected. For new educators, Needs Improvement can be understood as "developing" in cases where the educator is "on track" to proficiency within three years.

*Unsatisfactory* performance is merited when performance has not significantly improved following a rating of Needs Improvement, or performance is consistently below the requirements of a standard and is considered inadequate, or both.

The regulations also call for a higher bar for tenure: "Professional teacher status, pursuant to G.L. ch. 71, § 41, should be granted only to educators who have achieved ratings of Proficient or Exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to professional teacher status 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 of schools by May 1. The principal's decision is subject to review and approval by the superintendent." (See 603 CMR 35.08(6))

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<sup>8</sup> Starting in 2013-14, additional evidence relevant to one or more performance standards will include student feedback and, for administrators, staff feedback. The regulations call on ESE to provide direction for collecting and using student and staff feedback by July 1, 2013.

5. **Rating Educator Impact on Student Learning.** Every educator earns a second rating that reflects his/her impact on student learning. The Board added this more explicit focus on student learning by requiring that the impact on student learning of every educator be rated high, moderate or low based on trends and patterns in learning gains on state and district-determined measures of student learning, growth and achievement. Beginning in 2013-14, each district will identify "district-determined measures of student learning which must be comparable across grade or subject district-wide". The rating of impact on student learning is distinct, however, from the use of multiple measures as a category of evidence to rate educator performance.

6. **Four Educator Plans.** The Task Force prioritized differentiating evaluation by both career stage and performance. The regulations define four differentiated Educator Plans. The following three plans apply only to "Experienced" educators defined as a teacher with Professional Teacher Status (PTS) or an administrator with more than three years in an administrative position in the district:

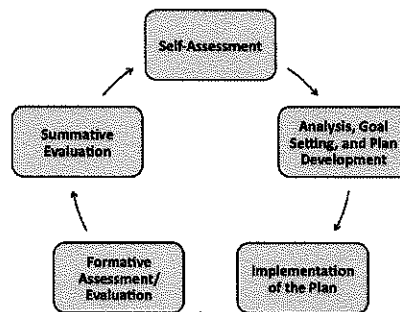
- The *Self-Directed Growth Plan* applies to educators rated Proficient or Exemplary and is developed by the educator. When the Rating of Impact on Student Learning is implemented (beginning in 2013-14), educators with a Moderate or High Rating of Impact will be on a two-year plan; educators with a Low Rating will be on a one-year plan.
- The *Directed Growth Plan* applies to educators rated Needs Improvement and is a plan of one school year or less developed by the educator and the evaluator.
- The *Improvement Plan* applies to educators rated Unsatisfactory and is a plan of no less than 30 calendar days and no longer than one school year, developed by the evaluator.

Few new educators are expected to be Proficient on every Indicator or even every Standard in their first years of practice. Therefore, the fourth plan applies to teachers without Professional Teacher Status, an administrator in their first three years in a district, or, at the discretion of an evaluator, an educator in a new assignment:

- The *Developing Educator Plan* is developed by the educator and the evaluator and is for one school year or less.

## 7. Five-Step Evaluation Cycle with Goals for Student Learning and Professional Practice.

Every educator participates in a one- or two-year, five-step cycle of continuous improvement. The cycle is the centerpiece of the new regulations designed to have all educators play a more active, engaged role in their professional growth and development. For every educator, evaluation begins with self-assessment. The self-assessment leads to establishing at least two goals in the Educator's Plan for the year, one focusing on student learning and another focusing on improving the educator's own practice. The cycle concludes with the summative evaluation and the rating of the educator's impact on student learning. It also is a continuous improvement process in which evidence from the summative evaluation and rating of impact on learning become important sources of information for the educator's self-assessment and subsequent goal setting 603 CMR 35.06.



More details about the regulations appear in other components of the Model System, including the District-Level Planning and Implementation Guide (Part I) and School-Level Planning and Implementation Guide (Part II). For more information on the regulations, please see the Educator Evaluation webpage on the ESE website: <http://www.doe.mass.edu/edeval/>

## Implementation Timetable

The regulations call for districts to phase in components of the evaluation system over several years:

- **Phase I:** Rate every educator based on attainment of goals and performance against the four Standards defined in the educator evaluation regulations.
- **Phase II:** Rate every educator's impact on student learning gains based on trends and patterns on state and district-determined measures of student learning.
- **Phase III:** Use feedback from students and (for administrators) staff as evidence in the evaluation process. ESE will provide guidance by June 2013.

The Board's decision to phase in different components of the framework over a two year period permits ESE and districts to continue to learn from early adopters, practitioners and researchers both here in Massachusetts and in other states. For example, recent national research is confirming that survey data measuring students' perception of what happens in classrooms in terms of student relationships, teacher expectations, and academic press is significantly correlated with student achievement gains.<sup>9</sup> ESE's direction on student surveying, required by June 2013, can be informed by that research and continued dialogue with practitioners in the field. Just as importantly, having eighteen additional months will give the Department time to identify and secure tools that can make it easier and less costly for schools to collect and use this important source of information.

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<sup>9</sup> See, for example: T. Crow, The View from the Seats, Student input provides a clearer picture of what works in schools, *Journal of Staff Development* 32 (6), December 2011.



Below is the schedule for key ESE and district action over the next eighteen months.

**January 2012:** ESE publishes first components of model system

**March 2012:** ESE publishes model contract language for "Unit B"

**Winter/Spring 2012:** Race to the Top (RTTT) districts begin collective bargaining

**June 2012:** ESE provides guidance on rating educator impact on student learning based on state and district-determined measures

**Summer 2012:** RTTT districts begin training for evaluators and develop plans for a process to identify, develop and/or adopt district-determined measures

**By September 1, 2012:** RTTT districts submit their proposed educator evaluation systems to ESE for review, including collective bargaining agreements for teachers and administrators represented by bargaining units (Phase I)

**September 2012:** RTTT districts begin implementation of educator evaluation for superintendents, principals, teachers and other administrators

**By January 2013:** All remaining districts begin collective bargaining

**By June 2013:** ESE issues direction on collecting and using student and staff feedback

**By September 2013:** All districts submit to ESE plans for district-determined measures and their proposed processes for rating educator impact on student learning (Phase II) and using student and staff feedback (Phase III)

**September 2013:** All districts are implementing the educator evaluation framework in ways consistent with the educator evaluation regulations

## District Options: Adopt the Contract Language, Adapt it, or Revise an Existing Contract

No district is compelled to adopt the model contract. School committees and school districts can adopt the model contract language, adapt it, or revise their existing contract to align with the framework. That said, the Board established a critical role for ESE:

*"All evaluation systems and changes to evaluation systems shall be subject to the Department's review to ensure the systems are consistent with the Board's Principles of Evaluation. A District may continue to use its existing evaluation systems until the District has fully implemented its new system."<sup>10</sup> (603 CMR 35.11(2))*

For each unit represented through collective bargaining, a district has three options:

**Adopt**—A district that adopts the model contract for one or more groups of educators will be using the contract created by ESE without making any changes. When ESE updates the contract, the district will follow the implementation timeline detailed by ESE for transitioning to the revised language.

**Adapt**—A district that adapts the model contract for one or more groups of educators will be using the model contract language as its starting point, but has decided to alter them in some way(s).

**Revise**—A district with an existing contract for one or more groups of educators that it considers stronger than the model contract may choose to revise that system to ensure alignment with all of the principles of educator evaluation detailed in the regulations.

## ESE's Review Process

Districts that adopt the model contract language will simply notify ESE of its decision to adopt the model and submit a short Educator Evaluation Review Questionnaire.

Districts that decide to adapt the model contract language or revise their existing contract language for one or more groups of educators will need to complete the Educator Evaluation Review Questionnaire for each group. In both cases, the district will need to complete a separate Educator Evaluation Review Questionnaire for the group(s) of educators for which it is adapting the model contract, and submit its proposed contract language for review.

The more components of the model a district adapts, the more extensive its response to the questionnaire will need to be. For example, a district that adopts the model contract for teachers with a few changes will be responding to fewer questions than one that makes many changes.

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<sup>10</sup> See CMR 603 35.11(2)

To facilitate local district decision-making, ESE is piloting a review process with early adopter districts that are anticipating adapting the contract language or revising their existing language. ESE will be reviewing their contract(s) for consistency with the regulations. Through this pilot, ESE is developing the criteria and questionnaire process it will use to assess whether an adaptation to the model contract language or a revision to existing language meets the regulatory requirements. ESE will make available final details of the review criteria and process no later than March 31, 2012. Districts participating in Race to the Top will submit their plans to ESE by September 2012. Other districts will submit their plans by September 2013. ESE will report its review findings to the district and the Board of Elementary and Secondary Education as soon after a district submits its plans as is feasible.

## **Reporting Requirements and Educator Confidentiality**

The regulations require districts to provide ESE with individual educator evaluation data for each educator. The regulations are explicit that educator evaluation data for each educator will not be made public. The single exception is the superintendent whose evaluation must be conducted in public and whose summative evaluation is a public document, consistent with state open meeting and public records laws. For all other educators, the regulations guarantee that any information concerning an educator's formative assessment, formative evaluation or summative evaluation is considered personnel information and is not subject to disclosure under the public records law. However, aggregate data that do not identify individual educators may be made public. ESE will also produce detailed collection guidance for the ongoing school year implementations. Appendix B details district reporting requirements beginning for some districts at the close of the 2011-12 school year, and for most districts at the close of the 2012-13 school year.



Massachusetts Department of  
**ELEMENTARY & SECONDARY  
EDUCATION**

## **Appendices: Resources to Support Effective Implementation**

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## **Appendix A. Educator Evaluation and Collective Bargaining**

### **Excerpts from M G.L. c. 71, § 38.**

The superintendent, by means of comprehensive evaluation, shall cause the performance of all teachers, principals, and administrators within the school district to be evaluated using any principles of evaluation established by the board of education pursuant to section one B of chapter sixty-nine and by such consistent, supplemental performance standards as the school committee may require, including the extent to which students assigned to such teachers and administrators satisfy student academic standards or, in the case of a special education student, the individual education plan, and the successful implementation of professional development plans required under section thirty-eight Q; provided, however, that such principles and standards be consistent with the anti-discrimination requirements of chapter one hundred and fifty-two B. The superintendent shall require the evaluation of administrators and of teachers without professional teacher status every year and shall require the evaluation of teachers with professional teacher status at least once every two years. The procedures for conducting such evaluations, but not the requirement for such evaluations, shall be subject to the collective bargaining provisions of chapter one hundred and fifty E.

Performance standards for teachers and other school district employees shall be established by the school committee upon the recommendation of the superintendent, provided that where teachers are represented for collective bargaining purposes, all teacher performance standards shall be determined as follows: The school committee and the collective bargaining representative shall undertake for a reasonable period of time to agree on teacher performance standards. Prior to said reasonable period of time, the school district shall seek a public hearing to comment on such standards. In the absence of an agreement, after such reasonable period, teacher performance standards shall be determined by binding interest arbitration. Either the school district or the teachers' collective bargaining representative may file a petition seeking arbitration with the commissioner of education. The commissioner shall forward to the parties a list of three arbitrators provided by the American Arbitration Association. The school committee and the collective bargaining representative within three days of receipt of the list from the commissioner of education shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. In reaching a decision, the arbitrator shall seek to advance the goals of encouraging innovation in teaching and of holding teachers accountable for improving student performance. The arbitrator shall consider the particular socioeconomic conditions of the student population of the school district. Both the parties and the arbitrator may adopt performance standards established by state or national organizations. The performance standards shall be incorporated into the applicable collective bargaining agreement; provided, however, that any subsequent modification of the performance standards shall be made pursuant to the procedures set forth in this section.

## Appendix B. Reporting Requirements and Educator Confidentiality

The regulations require districts to provide ESE with individual educator evaluation data for each educator. The regulations are explicit that educator evaluation data for each educator will not be made public. The single exception is the superintendent whose evaluation must be conducted in public and whose summative evaluation is a public document, consistent with state open meeting and public records laws. For all other educators, the regulations guarantee that any information concerning an educator's formative assessment, formative evaluation or summative evaluation is considered personnel information and is not subject to disclosure under the public records law. However, aggregate data that do not identify individual educators may be made public. ESE will also produce detailed collection guidance for the ongoing school year implementations.

The Massachusetts Education Personnel Identifier (MEPID) is used to uniquely identify an educator. ESE will require the following seven (7) data elements for each educator MEPID:

Required Data	Data Element
<b>District Level Educator's Professional Teacher Status</b> Educator's professional teacher status as of the end of the school year for which evaluation ratings are being reported.	Yes, No
<b>Overall Annual Summative Evaluation or Formative Evaluation Rating</b> Educator's current school year overall summative evaluation rating or formative evaluation rating.	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Standard (1) Evaluation Rating</b> Educator's current school year evaluation rating on Standard (1).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Standard (2) Evaluation Rating</b> Educator's current school year evaluation rating on Standard (2).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Standard (3) Evaluation Rating</b> Educator's current school year evaluation rating on Standard (3).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Standard (4) Evaluation Rating</b> Educator's current school year evaluation rating on Standard (4).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
<b>Impact on Student Learning Growth Rating *</b> Educator's current school year rating on impact on student learning growth.	Low, Moderate, High

\* see below

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Level 4 Schools: Districts with Level 4 Schools identified in spring 2010 will be required to report for their Level 4 School educators the first 6 elements tied to each educator's MEPID at the end of the 2011-2012 school year. ESE will release the data collection standards for the 2011-2012 collection for Level 4 schools in February 2012.

Teacher Incentive Fund (TIF) Schools in Boston and Springfield: Schools participating in the Teacher Incentive Fund (TIF) program have additional federal reporting requirements and will be required to report Impact on Student Learning data starting in 2011-2012. For 2011-12, the impact rating will be based on the current district defined measures and will migrate to the 603 CMR 35.00 District Determined Measures during the 2013-2014 school year.

Race to the Top Districts: Districts receiving Race to the Top funds need to be prepared to report the first 6 elements tied to an educators MEPID at the end of the 2012-2013 school year. ESE will release data collection guidance in conjunction with current data collection initiatives in a timely manner.

All other Districts: All districts will be required to report at minimum the first 6 elements tied to an educator's MEPID at the end of the 2013-2014 school year.

\*Reporting Impact on Student Learning Ratings of High, Moderate and Low: With the exception noted above for Teacher Incentive Fund (TIF) schools in Boston and Springfield, no district is expected to report an Impact on Student Learning Rating until after its District Determined Measures have been identified and reviewed by ESE (by September 2013). Since, the regulations require these ratings to be based on trends and patterns of data (at least two years); many educators will not have ratings until 2014-15.

All educators should receive an Impact on Student Learning rating by the 2014-15 school year if trends and patterns of data are available.

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

Article \_\_\_\_

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## Appendix C: Teacher and Caseload Educator Contract

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### 1) Purpose of Educator Evaluation

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

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*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.

## Appendix C: Teacher and Caseload Educator Contract

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- 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 of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

## Appendix C: Teacher and Caseload Educator Contract

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- 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.

## Appendix C: Teacher and Caseload Educator Contract

- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

## **Appendix C: Teacher and Caseload Educator Contract**

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- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*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.

## **Appendix C: Teacher and Caseload Educator Contract**

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### **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.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.

## Appendix C: Teacher and Caseload Educator Contract

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- 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 districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed 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 October 5th of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the October 5th 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.

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

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

### **7) Evaluation Cycle: Self-Assessment**

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



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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, (ie: Voluntary or involuntary transfer within the district) 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 1<sup>st</sup>. 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

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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. All observations will last for a minimum of 10 minutes.

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### **A) Unannounced Observations**

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. These unannounced observations will last for a minimum of 10 minutes.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, through the adopted electronic tool and/or placed in the Educator's school mailbox.
- 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.

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- (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.

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- 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 through the adopted electronic tool and/or placed in the Educator's school mailbox.
  - 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.

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- 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. (Example: Underperformance)

### **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.

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- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email, through the adopted electronic tool and/or placed in the Educator's school mailbox 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 no later than five school days after May 15<sup>th</sup>.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

### **15) Educator Plans – General**

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

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- 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 1<sup>st</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



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unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.

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- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not at Needs Improvement or better, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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### 20. New Model Teacher Evaluation Time-line

#### Non-Professional Status Educators and Professional Status Educators on One Year Plans

<u>Activity:</u>	<u>Completed By:</u>
1. System-wide and school-based initiatives distributed to educators: *Strategic Plan (Priority System-wide Initiatives) *School Improvement Plan *District Curriculum Accommodation Plan *DESE Rubric	End of 1 <sup>st</sup> week of school
2. List of evaluator / educator with primary evaluator and other observers (including supervising evaluator)	End of 1 <sup>st</sup> week of school
3. Professional Development – Self Assessment	September PD date as determined by calendar
4. Evaluative observations based on rubrics <b>may begin during 2<sup>nd</sup> full week of school</b>	
5. Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
6. Evaluator meets with educators to assist in self-assessment and goal setting process.	October 1
7. Professional Development –Smart Goals and Educator Plan	October PD date as determined by calendar
8. Educator submits self-assessment , proposed goals and educator plans to evaluator	October 15
9. Evaluator meets with educators in teams or individually to review Educator Plans and to provide an organizational chart of evaluators and their supervisors. After the initial first year cycle, Educator Plans may be established at Summative Evaluation Report meeting in prior year. <ol style="list-style-type: none"> <li>a. <b>Within 5 days</b>, the educator may submit a written response</li> <li>b. <b>With 5 days from receipt of the educators' response</b>, the evaluator approves the Educator Plan</li> </ol>	October 30

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<u>Activity:</u>	
10. Evaluator should complete first evaluative observation of each educator with written feedback to educator within 5 days of the observation	<b>November 15</b>
11. Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or 4 weeks before Formative Assessment Report date established by Evaluator	<b>January 5* or 4 weeks before formative assessment report date</b>
12. Evaluator should complete mid-cycle Formative Assessment Reports for educators on one-year Educator Plans	<b>February 1</b>
13. Professional Development –Mid-Year Review of SMART Goals	<b>February PD date as determined by calendar</b>
14. Evaluator holds Formative Assessment Meetings if requested by either evaluator or educator	<b>February 15</b>
15. Educator submits any additional evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<b>April 20* or 4 weeks before summative assessment report date</b>
16. Evaluator submits Summative Evaluation Report and meets with educators whose overall Summative Evaluation rating is Needs Improvement or Unsatisfactory <b>Within 5 days</b> the educator submits the signed evaluation document and may also submit a written response	<b>May 15</b>
17. Evaluator submits Summative Evaluation Report to educators whose Summative Evaluation rating is Proficient or Exemplary. A meeting may occur, at the request of the evaluator or educator <b>Within 5 days</b> the educator submits the signed evaluation document and may also submit a written response	<b>June 1</b>

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\*Any educator hired after October 1<sup>st</sup> and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three (3) months of the date of hire.

\*\*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

\*\*The reference to days means school days

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### Professional Status Educators on Two Year Plans

Activity:	Completed By:
1. System-wide and school-based initiatives distributed to educators: *Strategic Plan (Priority System-wide Initiatives) *School Improvement Plan *District Curriculum Accommodation Plan *DESE Rubric	<b>End of 1<sup>st</sup> week of school</b>
2. List of evaluator / educator with primary evaluator and other observers (including supervising evaluator)	<b>End of 1<sup>st</sup> week of school</b>
3. Professional Development – Self Assessment - Year 1 Mid Cycle Review and/or Data Analysis-Year 2	<b>September PD date as determined by calendar</b>
4. Evaluative observations based on rubrics <b>may begin during 2<sup>nd</sup> full week of school</b>	
5. Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<b>September 15</b>
6. Evaluator meets with educators in Year 1 of their evaluation cycle to assist in self-assessment and goal setting process.	<b>October 1</b>
7. Professional Development –Smart Goals and Educator Plans – Year 1 Continued Mid Cycle Review and/or Data Analysis – Year 2	<b>October PD date as determined by calendar</b>
8. Educator in Year 1 of their evaluation cycle submits self-assessment , proposed goals and educator plans to evaluator  If necessary, Educator in Year 2 of their evaluation cycle reviews self-assessment, proposed goals and educator plans with evaluator	<b>October 15</b>
9. Evaluator meets with Educators in teams or individually to review Educator Plans and to provide an organizational chart of the Evaluators and their Supervisors. After the initial 2 year cycle, Educator Plan may be established at Summative Evaluation Report meeting in prior year.  <b>a. Within 5 days</b> , the educator may submit a written response <b>b. With 5 days from receipt of the educators’ response</b> , the evaluator approves the Educator Plan	<b>October 30</b>

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<b>Activity:</b>	
10. Evaluator should complete first evaluative observation of each Educator in Year 1 with written feedback to educator within 5 days of the observation	<b>November 15</b>
11. Professional Development –Mid-Year Review of SMART Goals –Year 1 Smart Goals and/or Data Analysis – Year 2	<b>February PD date as determined by calendar</b>
12. Evaluator holds Evaluative Assessment Meeting if requested by either Evaluator or Educator	<b>February 15</b>
13. Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Year 1 Formative or Year 2 Summative Evaluation Report date established by evaluator	<b>April 20* or 4 weeks before summative assessment report date</b>
14. Evaluator submits Year 2 Summative Evaluation Report and meets with Educators whose overall rating is Needs Improvement or Unsatisfactory <b>Within 5 days</b> the educator submits the signed evaluation document and may also submit a written response	<b>May 15</b>
15. Evaluator submits Year 1 Formative Evaluation Report and meets with Educator <b>Within 5 days</b> the educator submits the signed Evaluation Report and may also submit a written response	<b>June 1 Year 1 Evaluation Cycle</b>
16. Evaluator submits Year 2 Summative Evaluation Report to Educators whose ratings are Proficient or Exemplary. A meeting may occur at the request of Evaluator or Educator <b>Within 5 days</b> the educator submits the signed Evaluation Report and may also submit a written response	<b>June 1 Year 2 Evaluation Cycle</b>

\*Any educator hired after October 1<sup>st</sup> and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three (3) months of the date of hire.

\*\*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

\*\*The reference to days means school days

## **Appendix C: Teacher and Caseload Educator Contract**

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### **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% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.



## **Appendix C: Teacher and Caseload Educator Contract**

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- 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 every teacher who is scheduled to be evaluated in the 2012-2013 school year will be evaluated using the new model, with the following exceptions:
  - If a school needs more teachers to reach the 50% threshold, the principal will ask for volunteers; if there are not enough volunteers, names will be drawn from a "hat"
  - If a school needs fewer teachers, names will be drawn from a "hat", in a process which equalizes distribution among departments
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

### **26. General Provisions**

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

