

**AGREEMENT**

**BETWEEN THE**

**CARVER SCHOOL COMMITTEE**

**AND THE**

**EDUCATION ASSOCIATION**  
**OF**  
**PLYMOUTH AND CARVER**

September 1, 2018 - August 31, 2021

This Agreement is made and entered into by and between the

**CARVER SCHOOL COMMITTEE**

(hereinafter referred to as the  
"Committee" or the "Employer")

and the **EDUCATION ASSOCIATION  
OF PLYMOUTH AND CARVER**

(hereinafter referred to as the "Association")

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## **ARTICLE I**

### **RECOGNITION**

- A. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Carver, and that good morale within the teaching staff of Carver is essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:
1. Under the laws of Massachusetts, the Committee, elected by the citizens of Carver, Massachusetts, has final responsibility for establishing the educational policies of the public schools of the Town of Carver;
  2. The Superintendent of Schools of the Town of Carver (hereinafter referred to as the "Superintendent"), has responsibility for carrying out the policies so established;
  3. The teaching staff of the public schools of the Town of Carver has the responsibility for providing in the classrooms of the schools, education of the highest possible quality;
  4. 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 teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
  5. To give effect to these declarations, the following principles and procedures are hereby adopted;
  6. Nothing in this Agreement shall be construed to modify, change, or limit the authority, jurisdiction, responsibility, and duties of the Committee contrary to law or to the lawful by-laws of the Committee. This Agreement is pursuant to the conditions of Chapter 150E of the Massachusetts General Laws, (hereinafter referred to as "M.G.L.").
- B. For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements and questions arising thereunder, the Committee recognizes the Association, Massachusetts Teachers Association and the National Education Association as the exclusive bargaining representative of a unit consisting of all certified and licensed professional employees of the Committee (including nurses and therapists who regularly work twenty (20) or more hours per week) such unit being hereinafter referred to as "Unit A," and its members referred to as "Employees" but excluding: Superintendent, Assistant Superintendents,

Principals, Vice and Assistant Principals, Director of Pupil Personnel Services, Instructional Media Coordinator, Athletic Director, substitute teachers, teacher assistants, and other employees of the Carver School Committee.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A. 1. Not later than October of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning Employees' wages, hours, and other conditions of their employment. Such negotiations will include the handling of grievances, salaries, fringe benefits, specialists, class size, teaching hours and teaching load, performance of non-teaching duties, Employee facilities, use of school facilities, Employee assignments, transfers, filling vacancies, promotions, textbooks, Employee evaluation, protection of Employees, sick leave, severance pay, leaves of absence, accident benefits, health services, teaching materials, professional developments and educational improvements. Any Agreement so negotiated will apply to all members of Unit A and will be reduced to writing and signed by the Committee and the Association.
2. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations, provided one week's notice is given. In the event of an impasse, the one-week's notice does not apply.
- B. If the negotiations described in this Section A reach an impasse, the procedure described in Chapter 150E of the M.G.L will be followed.

## **ARTICLE III**

### **GRIEVANCE PROCEDURES**

#### **A. Definitions**

1. A grievance is defined as a complaint by the Association, the Committee, an Employee or Employees, based upon an alleged violation of or variation from one or more terms or provisions of the Agreement or the interpretation or application thereof.

2. A "party-in-interest" is the person or persons making the claim, the Association, the Committee, and/or any person who might be required to take action or against whom action might be taken in order to resolve a claim.
3. "School days" shall mean days when school is in session for students.

#### **B. Purpose**

1. 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 Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.
2. Nothing herein contained will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

#### **C. Procedure**

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

If, at the end of ten (10) school days next following the occurrence of any grievance, or the date of the first knowledge of its occurrence by any Employee affected by it, the grievance shall not have been presented at Level One of this procedure, the grievance shall be deemed to have been waived. Any grievance in course shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.

In the event that a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level One: The grievance shall be presented, in writing by the Employee and/or the Association to the principal or to the appropriate immediate supervisor of the Employee on the Grievance Form, as agreed on by the Association and the Committee.

Level Two: If, at the end of the five (5) school days next following such presentation the grievance shall not have been disposed of to the Employee's and/or the Association's satisfaction, the Employee and/or Association may, within ten (10) school days thereafter, present the grievance in writing to the Superintendent or designee, who shall, within five (5) school days thereafter, meet with the Employee and/or the Association in an effort to settle the grievance.

Level Three:

1. If, at the end of ten (10) school days next following such presentation to the Superintendent, the grievance shall not have been disposed of to the Employee's and/or the Association's satisfaction, the Employee and/or the Association may, within ten (10) school days thereafter, present the grievance in writing to the Committee; and, within ten (10) school days or the next Committee meeting, whichever comes first, the School Committee shall meet with the Employee and/or the Association in an effort to settle the grievance.
2. In the event that the Committee has a grievance against the Association and/or any Employee the grievance will commence at Level Three. The Committee will notify the Association in writing relative to the alleged grievance. Within five (5) school days after receiving the written grievance the President or his/her designee will meet with the Committee for the purpose of discussing and/or resolving the grievance.

Level Four:

1. If, at the end of the twenty (20) school days following the presentation of the grievance in writing to the Committee, the grievance shall not have been resolved to the satisfaction of the Employee and/or the Association, the Association may, within twenty (20) school days thereafter, submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association.
2. If the Committee grievance has not been resolved after ten (10) school days following the initial meeting between the parties, then the Committee may within the subsequent ten (10) school days give a written notice to the Association of the Committee's intent to file for arbitration. If the grievance still remains unresolved, the Committee may file for arbitration within ten (10) school days following the Committee's giving notice to the Association.

3. Grievance Resolution: The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The Arbitrator shall be without power and authority to do the following:
- a. to add to, modify, or subtract from the provisions of this Agreement;
  - b. to rule on an issue which has been excluded from the grievance and arbitration provision of this Agreement;
  - c. to rule on an issue which is reserved by law to the Committee;
  - d. to modify or negate decisions and/or policies of the Committee which are made pursuant to its rights or authority under the law, and/or its management rights, provided these decisions and/or policies do not violate a provision or provisions of this Agreement;
  - e. to make an award which may cause or require the Committee to violate State or Federal Law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government;
  - f. to award any relief for any period of time prior to the date of the submission of the grievance or the date by which the aggrieved party knew or could, with reasonable diligence, have known of the act or condition on which the grievance is based;
  - g. the Arbitrator may not substitute his/her judgment for that of the Committee nor its agents when they exercise their judgment pursuant to their reserved rights or to their authority under the law, provided the judgment of the Committee or its agents does not violate a provision or provisions of this Agreement;
  - h. the decision of the Arbitrator, if within the scope of this jurisdiction, shall be final and binding upon the parties hereto except for review or confirmation as provided for by M.G.L. Chapter 150C and/or other applicable laws, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and the submission of briefs;
  - i. compensation for the services of the Arbitrator will be borne equally by the Committee and the Association, but each party shall bear its own expenses for the presentation of its own case.



4. If any Employee shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

#### **D. Grievance Mediation**

The party seeking arbitration may, together with the notification of intent to arbitrate, offer to the other the option to join in grievance mediation. Grievance mediation shall not be deemed an alternative to arbitration of the grievance and may be conducted simultaneously with the utilization of the arbitration procedure.

In the event the parties agree to submit the grievance to grievance mediation, they shall jointly petition the Board of Conciliation and Arbitration to initiate expedited mediation. The mediation shall be conducted in accordance with the grievance mediation rules and/or procedures of the Board of Conciliation and Arbitration.

It is understood by the parties that the respective positions of the parties in attempting a mediated resolution of the dispute in no way shall prejudice the parties and their respective positions in the event no settlement is reached in mediation and the matter continues to arbitration.

#### **E. Rights of Employees to Representation**

1. No reprisals will be taken by the Committee or by any member of the administration against any party in interest, any school representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.
2. A party in interest may be represented at any stage of the grievance procedure by a person of his own choosing except a representative or officer of any teaching organization other than the Association. 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.

#### **F. Miscellaneous**

1. If, in the judgment of the Professional Rights and Responsibilities Committee of the Association ("PR&R Committee"), a grievance affects a group or class of Employees, the PR&R Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure, if a majority of those affected wish it to be done.

2. Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, and will be available to the Chairperson of the PR&R Committee and administrators included in the proceedings.
4. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Attendance by Employees and Association representatives at Level Four grievance meetings held during the school day shall constitute authorized absence without loss of pay.

#### **ARTICLE IV** **MANAGEMENT RIGHTS**

The parties recognize that the Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts, and that the Superintendent and principals are provided with powers and responsibilities under such laws and nothing in this Agreement shall derogate from those powers and responsibilities. The Committee, Superintendent and principals retain those rights, powers, and duties they now have, may be granted, or have conferred upon them by the General Laws of the Commonwealth.

The parties further recognize and agree that, except as otherwise specifically relinquished, abridged, or limited by terms or provisions of this Agreement, the Committee, Superintendent and principals continue to retain, whether exercised or not, the right, power, and authority to exercise the duties, powers, responsibilities, and rights provided by the Laws of the Commonwealth and applicable rules and regulations of administrative agencies issued under such Laws.

The Association recognizes that the Committee has responsibility for establishing and implementing educational policies of the public schools covered by this Agreement, for the management of such schools, and the direction of their operation.

To the extent permitted by Law, the Committee, Superintendent, or principal may annually reappoint or replace department heads, extracurricular advisors, and/or coaches.

No action taken by the Committee, Superintendent or principals with respect to such rights and responsibilities shall be subject to the Arbitration provisions of the Agreement unless such action violates a provision or provisions of the Agreement.

Consistent with this Agreement, the Employer, Superintendent, and principals shall have the right and responsibility for the management of the affairs of the school system and the direction of the working forces including, for example, the following:

- A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the Employer.
- B. To establish or continue policies, practices, and procedures for the conduct of the Committee's business and from time to time, change or abolish such policies, practices, and procedures, provided such policies, practices, and procedures or the change in or abolition thereof do not violate a provision or provisions of the Agreement.
- C. To determine work schedules and assignments of Employees.
- D. To select and determine the number and types of Employees required to perform the Committee's operations.
- E. To evaluate the Employees' work performance, subject to the parties' collective bargaining obligations pursuant to Chapter 150E of the M.G.L. or other applicable Law.
- F. To employ, transfer, or demote Employees, or to layoff, terminate, or otherwise remove Employees from duty for lack of work or other legitimate reasons in accordance with this Agreement and the Law.

The listing of the specific rights of management in this Article is not intended to be nor shall be considered restrictive of any other rights of the Committee, Superintendent or principals provided by the Law and/or this Agreement.

## **ARTICLE V** **SALARIES**

The salaries of all persons covered by this Agreement are set forth in Appendix "A," which is attached hereto and made a part hereof.

**ARTICLE VI**  
**TEACHING HOURS AND WORK YEAR**

- A. 1. Teachers in grades Preschool - 5 shall have a duty-free lunch period of at least thirty (30) minutes in length. Teachers in grades 6 - 12 shall have a duty-free lunch period of at least twenty-five (25) minutes in length.
- 2. Teachers in grades Preschool - 5 shall have, in addition to their lunch period, at least one (1) preparation period of forty (40) consecutive minutes per day, during which they will not be assigned any duties.
- 3. Teachers in grades 6 - 12 shall have, in addition to their lunch period, at least one (1) preparation period of consecutive minutes equal to a class period per day, during which they will not be assigned any duties.
- B. 1. The work year of teachers (except first year teachers who may be required to attend additional orientation sessions) will begin no earlier than the Monday before Labor Day and terminate no later than June 30th. The number of days for teachers will be one hundred eighty-four (184), to include the day before the opening of school for students, which, consistent with established practice, shall serve as a day of preparation for the opening of school without the scheduling of professional development programs. Administrative meetings will not exceed two and a half (2.5) consecutive hours on the day before the opening of school for students. The two and a half (2.5) consecutive hours does not include any morning recognition ceremony/function. The number of days with the students shall be no more than one hundred eighty-two (182).

It is agreed that any and all professional development days for teachers will be scheduled to occur before March 30 of each year.

It is further understood that teachers shall have the option of using one of the professional days to participate in a program or activity of their choice and design so long as it has been approved in advance by the Superintendent/designee. In deciding whether to grant approval, the Superintendent/designee will consider whether the program or activity directly relates to a district, school, or individual goal as documented on strategic, improvement, or professional development plans. It is also understood that teachers shall have an additional half day professional day to participate in any program of their choice, on a professional development date that is chosen at the building based level. Examples of programs or activities that may or will be approved include but are not limited to the following:

- a. Independent/group projects in instruction or curriculum
- b. Previewing new materials/texts

- c. Reviewing/touring possible field trip sites
  - d. Visiting other schools
  - e. Technology workshops perhaps at BSC Moakley Center
  - f. Subject/Field improvement (nurse, specialists, etc.)
  - g. Subject specialists for seminar style workshops by subject
  - h. Interdisciplinary group planning
  - i. Multi-grade articulation on curriculum
  - j. Activities aligned with the Evaluation process
  - k. Independent work on reports cards, progress reports and/or reporting out.
2. If the length of the school year is increased by state law to exceed one hundred eighty-three (183) days, salary negotiations may be reopened.
  3. The elementary workday will begin fifteen (15) minutes prior to the start of the students' school day and will end fifteen (15) minutes after the students' school day. The workday for grades 6-12 will begin fifteen (15) minutes before the students' school day and will end when the principal deems a teacher's professional duties are complete. The workday, however, shall not extend beyond seven (7) hours. Prior to and following the students' school day, teachers will be available to provide academic assistance to students. All elementary teachers shall have either the first fifteen (15) minutes or second fifteen (15) minutes of the first thirty (30) minutes of the workday as duty free.
  4. There will be a minimum of five (5) in-service training sessions per year. No more than one (1) of the above sessions will be scheduled in any given month. Other sessions may be scheduled with the consent of the School Committee at the request of the Association. On these days Preschool - Grade 5 students will, under the supervision of their teachers, be released by 11:45 a.m. Middle High School students will be dismissed at 10:55 a.m. All teachers will have a thirty (30) minute duty free lunch period. Employees will remain until the end of their normal school day, with the exception that on those days when there is a system-wide in-service, all employees will remain until 3:00 p.m.
  5. The Association and the Committee recognize the importance of continuing professional development for teachers through a regular program of high quality, relevant in-service education. To that end, it is essential that teachers be included in the planning of such programs and that such programs incorporate experiential workshops, exposure to current research, curriculum and development. Teachers will be offered the opportunity to plan and conduct the professional development activities at their respective grade levels for at least one (1) of the early release days described in Section B.4 above. It is agreed that the program of professional development activities planned and conducted by the staff must be approved by the building principal. In addition, teachers will be provided an opportunity to

provide input regarding professional development activities through a written survey to be conducted at least annually.

If the Superintendent determines it to be necessary in order to implement new educational policy adopted by the Committee, reasonable efforts will be made to provide time for preparation and implementation during in-service time afforded the professional staff.

- C. Employee participation in extracurricular activities will be voluntary, and Employees will be compensated according to Appendix "A" of this Agreement. This does not preclude or inhibit any member of the staff from offering voluntary professional service.
- D. Teacher-parent conferences will be scheduled throughout the year at the request of the teacher, parent, and/or principal; first priority in scheduling will be given to the parents' availability. For preschool - Grade 12, two formal teacher-parent conference days will be scheduled annually. Conferences on these days shall be during a two-hour period scheduled between the hours of 12:00 noon and 3:00 p.m., as well as during a two-hour period scheduled between the hours of 6:00 p.m. and 9:00 p.m. These conferences shall be held close to the middle of the first and third marking periods. They shall be scheduled by the principal after consultations with the faculty.
- E. Building principals will give 72 hours notice to the staff in their respective buildings of any impending meetings to be held which the staff will be required to attend unless extenuating circumstances necessitate a meeting. Members of the bargaining unit may be required to be present beyond the normal workday up to twenty (20) times per year for up to one hour each time for the purpose of attending staff meetings. No more than three (3) of these meetings may be held in any one-month, except in an emergency.
- F. The Committee and Association recognize that the teacher assistants are an integral part of the elementary education of the Carver Schools and shall be employed at the discretion of the Committee. Provisions of this Section shall not be subject to the grievance and arbitration procedure.
- G. All Employees shall be required to attend one (1) mandatory evening parent-teacher (Open House) per year. It will be held within the first two (2) weeks of the school year, if convenient, but no later than by the end of September.
- H. The work year for guidance counselors at the Middle/High School shall include time beyond the teacher work year sufficient to complete the responsibilities of the position. The responsibilities include the tasks associated with the opening and closing of the school year. Pay will be on a per diem basis for a minimum of seven (7) days and a maximum of ten (10) days. The number of days shall be determined by mutual agreement of the building principal and the counselor.

- I. A Joint Labor Management Committee shall be convened no later than November of 2015, and shall consist of two (2) members appointed by the Association, two (2) members appointed by the School Committee, and one (1) member of the School Committee, to discuss issues around Work Load, including but not limited to the following:
  - a. Professional Duties
  - b. Progress/Grade Reports
  - c. Relevant training prior to the expectation of mastery and implementation of new Local, State and/or Federal mandates and/or initiatives, and new District adoptions, programs or curricula.

This Committee shall meet no less than twice per year and shall issue recommendations by majority vote but does not have the authority to modify the terms of Collective Bargaining Agreement.

## **ARTICLE VII**

### **CLASS SIZE**

- A. The Committee and the Association recognize that class size is an important factor in good education.
- B. The Committee will make every effort to maintain an average class size of twenty-five (25) pupils, subject to safety considerations, existing space availability, and other educational considerations.
- C. Both the Committee and the Association recognize the need to frequently confer over possible solutions to problems of class size, and to that end, the Committee agrees to teacher participation in the development of such solutions.

## **ARTICLE VIII**

### **PROFESSIONAL DEVELOPMENT**

### **AND EDUCATIONAL IMPROVEMENT**

- A. The Employer will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend worthy civic functions, workshops, seminars, conferences, or other professional improvement sessions with the advance submission of a Request for Professional Day form and approval of the Superintendent.

- B. The Employer agrees to release, at no loss of compensation, three (3) members from the Association for the annual PCEA Leadership Conference, the Plymouth County Teachers' Convention, and the M.T.A. Convention at no expense to the Employer.
- C. Professional Development
1. Members of the bargaining unit shall be reimbursed up to one thousand fifty dollars (\$1,050.00), to be increased by 2.5% effective August 31, 2021 (or the last day of the 2020-21 contract year, whichever is earlier), per member for each fiscal year for up to one hundred percent (100%) of the cost of course(s) taken for professional development, provided that said course(s) meet at least one (1) of the following criteria:
    - a. The course is within the scope of the employee's certification.
    - b. The course is within the scope of the employee's teaching position at the time the employee submits a "REQUEST FOR COURSE APPROVAL/TUITION REIMBURSEMENT" form.
    - c. The course is necessary to achieve the goals set forth in the employee's Individual Professional Development Plan and/or Individual Educator Plan.
    - d. The course is the requirement of a Masters, C.A.G.S., EDD, or PHD program in a field related to education for which the employee is enrolled.

The Superintendent may in his/her sole discretion approve reimbursement for courses that do not meet any of the stated criteria. Any course(s) meeting the above criteria and/or courses that do not meet any of the stated criteria but approved by the superintendent for reimbursement will count for the purpose of movement on the columns of the salary schedule.

2. All certified and licensed professional employees hired after July 1, 2003 must complete the Research for Better Teaching (RBT) "Studying Skillful Teaching" course no later than the conclusion of their sixth year of employment in Carver. Any certified and licensed professional employee who enrolls in the "Understanding Teaching I" course will be reimbursed for the entire amount of the tuition. This tuition reimbursement shall be in addition to the reimbursement available for other approved courses under Paragraph C(1).



**ARTICLE IX**  
**TEACHER EMPLOYMENT**

- A. Upon initial employment, credit for placement on the salary schedule may be given for previous, recent satisfactory teaching experience from accredited institutions. The decision of the Superintendent regarding such credit shall not be subject to the arbitration provisions of this Agreement.
- B. Credit may be granted for other experience, in accordance with the provisions of Article X (Equivalent Credits).

**ARTICLE X**  
**EQUIVALENT CREDITS**

- A. At the discretion of the Superintendent, credit for placement on the Salary Schedule may be granted for:
  - 1. Full-time employment, if the duties performed or skills acquired bear relation to the proposed assignment of a teacher as defined below in Section D.
  - 2. Unique preparation for teaching.
  - 3. Unusual services, experience, or recognition in the field of education.
- B. At the discretion of an Equivalent Credits Committee of the Association, recommendations may be made to the Superintendent that credit be granted for:
  - 1. Attendance at educational institutes, workshops, or similar programs specifically related to a teacher's field of work.
  - 2. Research or other special projects considered to be of unusual value toward the welfare of the students.
- C. Credit may be granted in the form of: (1) an advance in steps; (2) professional credits beyond the Bachelor's and Master's Degrees; or (3) a combination of both.
- D. In the foregoing statements the word "teacher" refers to any full-time certified professional employee.

- E. Decisions of the Superintendent under this Article concerning whether or not to grant credit for experience obtained prior to commencing employment by the Carver School Department shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE XI**  
**TEACHER ASSIGNMENT AND NON-TEACHING DUTIES**

- A. Teachers will be notified in writing of their programs for the coming school year, including the grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable. Every effort will be made to achieve this not later than one (1) week prior to the close of school.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates.
- C. Teachers who teach grades 6-12 and are assigned more than a total of three (3) course preparations, shall receive a stipend of \$220 per any additional course prep over three. To the extent possible, assignment in the school will be done with mutual agreement of teacher and administrator.
- D. Teachers will not be required to perform the following duties:
1. Collect money from students for non-educational purposes, including, but not limited to lunches, milk, and pictures. Teachers may be required to collect and transmit money to be used primarily for educational purposes under extreme circumstances.
  2. Drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance written approval of their principal or immediate supervisor.
  3. Perform non-professional assignments including, but not limited to, the supervision of the cafeteria, except in emergencies or under unusual circumstances.
- E. Playground supervision shall be according to the following rates:
- |                 |  |
|-----------------|--|
| 1 to 7 classes  | 1 teacher plus 2 non-unit A employees  |
| 8 to 16 classes | 2 teachers plus 2 non-unit A employees |

- F. Assignment of non-teaching duties shall be done in a fair and equitable manner on a rotation basis.

## **ARTICLE XII**

### **VACANCIES AND PROMOTIONS**

- A. Whenever any vacancy in a professional position occurs it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board and via electronic mail in the schools five (5) days in advance of the appointment being made. In addition, any such notice will be provided to the Association President at least five (5) days prior to the appointment being made.
- B. All qualified teachers will be given adequate opportunity to make application for such positions, and the principal and/or the Superintendent shall give due weight to the professional background and attainments of all applicants, the length of time each has been in the school and other relevant factors. In filling such vacancies, preference will be given to qualified teachers already employed by the Committee. Each teacher applicant who meets minimum qualifications, as set forth in the posting, will be afforded the courtesy of an interview by the Superintendent, principal and/or their designee(s). In addition, each teacher applicant not selected will, upon request, receive a written explanation from the Superintendent, principal, and/or their designee(s).
- C. Appointments will be made without regard to race, creed, color, religion, nationality, sex, or marital status.
- D. In the event a newly hired Employee resigns prior to assuming his/her duties, an alternate applicant may be hired without re-posting the position as vacant.

## **ARTICLE XIII**

### **EMPLOYEE EVALUATION**

- A. All monitoring or observation of the work performance of an Employee will be conducted openly and with full knowledge of the Employee. Employees will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors. No Employee shall receive adverse comments in the presence of pupils or other bargaining unit employees.
- B. 1. A personnel file shall be maintained by the School Department for each Employee in the Office of the Superintendent. If the Superintendent or designee determines that complaints or other material which reflects negatively upon an Employee are to be placed in a personnel file, the Employee shall be provided an opportunity to

review such material and asked to sign a copy for placement in his/her personnel file. The Employee's signature will signify only that he/she has seen such material.

2. An Employee shall have the right to answer in writing any complaints filed in his/her personnel file, and his/her answer shall be attached to the complaint and reviewed by the Superintendent. The failure of the Administration to respond in writing to the aforesaid Employee's answer shall not indicate agreement with the Employee's answer.
  3. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding an Employee for delinquency of professional performance. If a Principal has a reasonable belief that a meeting with the Employee may lead to a reprimand or other discipline, the Principal shall so inform the Employee and the Employee may choose to have a member of the Association present at the meeting. If an Employee is to be reprimanded or disciplined by a member of the administration above the level of principal, he/she is to be given 48 hours notice in writing of such action; and shall have the right to have a member of the Association present. Nothing herein negates the rights the Employee may have under Massachusetts General Laws Chapter 71 sections 42 and 42D.
  4. Upon written request, each Employee shall have the right to review the contents of his/her personnel file. At the Employee's request, a representative of the Association may accompany the Employee in such review. Facilities shall be available for the Employee to make photocopies at his/her expense of such contents and records as concern his/her work or him/herself. Nothing shall be included in an Employee's personnel file without notification of the Employee.
- C. No Employee will be disciplined or reprimanded without just cause. The provisions of this Article are not intended to restrict the Superintendent's or principal's sole right to appoint or not to appoint teachers without professional teacher status under the provisions of M.G.L. Chapter 71.
- D. The Parties will meet during the term of the collective bargaining agreement to consider and to fulfill any obligations to negotiate over the implementation of updates and revisions to Article XIII (Employee Evaluation), to Appendix A and to Appendix C that may be appropriate based upon new regulations/guidance that have been or may be made at the state/federal level.

**ARTICLE XIV**  
**PAID SICK LEAVE**

A. Employees will be entitled to fifteen (15) paid sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day, except for Employees who were not employed by the Carver School Department during the previous school year shall receive such credit from the day they actually report to work. Employees, who are hired to begin work after the normal commencement day for the opening of the school, shall receive a prorated number of days of sick leave depending on the date of hire. In cases of merit, the Carver School Department may allow sick leave beyond the above limit. Sick leave days may be accumulated from year to year to a maximum of 235 days:

Employees who have accumulated the maximum number of days as set forth above prior to the start of school year will receive 15 days of non-cumulative annual sick leave.

B. In addition to personal illness or injury, paid sick leave may be utilized for the following purposes:

1. One (1) day when emergency illness or injury in the family requires an Employee to make arrangements for necessary medical and nursing care.
2. A maximum of ten (10) paid days per school year for a serious illness in the immediate family, which shall include the Employee's spouse, child, son/daughter-in-law, parent, father/mother-in-law, sibling, or other resident member of the Employee's household. It is understood that the granting of leave under this paragraph is upon the condition that the Employee's personal attention is necessary for the care of the member of the household and that no other capable person is available to perform such care.

C. Employees may be requested to take sick leave when, in the opinion of the principal, it is undesirable for physical reasons to continue their duties.

D. Each Employee will be given an annual statement of his/her accumulated sick leave within four (4) weeks after the beginning of the school year or with the first payroll check.

E. In the event that an Employee goes home due to illness after completing one-half or more of the day, he/she shall receive payment for the entire day with no deduction from sick leave. Failure to complete at least one-half day shall result in leave charged to sick leave.

F. The Superintendent or designee may request a medical statement regarding the health status of any Employee who is absent more than five (5) days in succession.

**ARTICLE XIV A**  
**STANDARDS OF ATTENDANCE**

The parties to this Agreement agree that consistent attendance of Employees is essential to providing education of the highest possible quality to students. Employees are expected to be at work on a regular, continuing, and consistent basis. An excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements.

Such excessive absenteeism or unusual pattern of absence (including unexcused absences prior to or following a holiday, school vacation period, weekend, or leave) on the part of a Employee may warrant an explicit explanation to the Superintendent or designee. The Superintendent or designee may require an Employee to produce a medical certificate of disability from a regularly licensed and practicing physician when an Employee's use of sick leave is reasonably suspected of being excessive. The Committee reserves the right to monitor and record Employee absenteeism from the workplace regardless of its cause. The Superintendent or designee(s) may meet with, talk to, or otherwise communicate with Employees concerning their attendance. Employees may, at their option, have an Association representative present as an observer at any such meeting. The Employer reserves any rights it may have under the law and this Agreement with respect to issues concerning Employee attendance.

**ARTICLE XV**  
**SICK LEAVE BANK**

- A. Upon the effective date of this Agreement, a sick leave bank for use by eligible Employees who have exhausted their own sick leave and who have serious illness, shall be established by an assessment of one (1) sick leave day from the entitlement of every Employee.
- B. At the end of each school year, all days remaining in the bank shall be carried over in the sick leave bank for the following school year.
- C. Any grant of sick leave by the Sick Leave Bank Committee to an eligible Employee shall not exceed thirty (30) days. Upon the exhaustion of any grant, the Employee shall apply to the Sick Leave Bank Committee for further sick leave. The maximum numbers of days available to a member of the sick bank shall be seventy-five (75) days per school year except as otherwise provided in this section. Under extenuating circumstances, the Sick Leave Bank Committee may grant a member days beyond the seventy-five (75) day limit.
- D. (1) Application for Benefits
  - (a) Application to the Sick Leave Bank Committee for benefits must be in writing to the Superintendent and must be accompanied by medical evidence of illness, submitted by

certification, by a state-certified Medical Doctor, state-certified Chiropractor or a state-certified practicing medical specialist affiliated with a Medical Doctor. A second opinion by a specialist in the area of the illness may be requested by the Sick Leave Bank Committee with costs paid for by the District.

(b) Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite the process, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted, adequate medical evidence has been provided, and the Sick Leave Bank Committee has approved the days; and in no event, unless the illness has exceeded ten (10) consecutive school days. Under unusual circumstances, the Association may submit a written request on behalf of an eligible employee.

## (2) Composition of Committee and Criteria for Determining Eligibility

The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the Committee to serve at its discretion, and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for use of the bank and the amount of leave to be granted. All decisions of the Sick Leave Bank Committee shall be by majority vote. A tie vote shall constitute a denial of sick leave. The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Carver or Plymouth/Carver Schools.

- E. If the sick leave bank is exhausted; it shall be renewed by an assessment of one (1) additional day of sick leave by each Employee. Such additional day will be deducted from the Employee's annual fifteen (15) days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.
- F. Upon retirement, an employee shall donate twenty percent (20%) of his or her accrued sick leave to the Sick Leave Bank.

## **ARTICLE XVI** **TEMPORARY LEAVES OF ABSENCE**

- A. Employees will be entitled to the following temporary leaves of absence, with pay, each school year:

1. Employee Business Leave

- a. In any school year, an Employee will be granted two (2) days of paid leave to conduct personal or legal business under the following conditions:
    - (1) It is recognized that the absence of the Employee from work interrupts and diminishes the scheduled work of Employees and must therefore be kept to a minimum. It is understood that Employees will make every effort to attend to their personal business on non-working days and/or during non-working hours and that requests for business leave will be submitted only when every effort has been made to schedule business so as to not interfere with the teaching commitment. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the Employee during work hours and which cannot otherwise be scheduled.
    - (2) Application for personal business leave (except in cases of emergency) will be made at least seventy-two (72) hours before taking such leave, and shall be subject to the approval of the Superintendent in advance of such absence in accordance with the provisions of this Article. If, because of lack of time in an emergency situation permission is sought and granted orally, such permission must be confirmed in writing using the standard procedure. Under no circumstances may a day be taken for the purpose of extending a weekend, vacation or holiday. However, if said day abuts a vacation or holiday, or if the Employee seeks to use two days at a time, the Superintendent is authorized to approve use of such day only for an urgent need.
  - b. A form for Employee Business Leave will be mutually agreed upon.
  - c. The number of business days granted on any given day may be limited by the Superintendent in the light of staffing needs.
  - d. Unused personal days shall be added to the employee's sick leave accumulation.
2. Time necessary for appearances in any legal proceedings connected with the Employee's employment or with the school system, if the Employee is required by law to attend.



3. Up to five (5) days in the event of death of an Employee's spouse, child, son/daughter-in-law, parent, father/mother-in-law, sibling, or other resident member of the immediate household. Employees will be granted up to four (4) days at a time in the event of death of an Employee's grandfather, grandmother, brother/sister-in-law, uncle, aunt, niece, or nephew unless said relative is a member of the immediate household in which even the Employee will be entitled to the aforesaid five (5) days. Employees will be granted up to one (1) full day of bereavement leave in the event of the death of an employee's personal acquaintance or family member not otherwise described in this paragraph. It is agreed that if an additional bereavement day is necessary, it may be taken as a personal business day under this Article.
4. One full day with pay to attend the wedding of a member of the immediate family (son, daughter, ward, brother, sister, parent, legal guardian).
5. Under extenuating circumstances up to three (3) days may be granted for an Employee's own wedding when recommended by the principal and approved by the Superintendent.
6. Two (2) days without loss of pay may be taken where established religious discipline makes it mandatory upon the Employee to be absent from school. However, if the Employee believes that a third day is necessary to fulfill his/her religious obligations, this third day may be taken with the provision that an amount equal to the daily compensation rate of a substitute teacher will be deducted from his/her salary on the payment following said absence.
7. One (1) day shall be granted to attend the graduation of a son or daughter or spouse, from a secondary or post-secondary school.
8. Upon the recommendation of the immediate supervisor or the building principal, and the approval of the Superintendent, Employees shall be granted a temporary leave of at least one day per school year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Requests for leave taken under this Section will be on an appropriate form provided by the Administration and must normally be submitted at least one (1) week in advance.
9. One day's leave without loss of pay for appearance in any court proceeding in which the Employee has been subpoenaed to testify as a witness, provided that the Employee is not a party to the legal proceedings.
10. An Employee called for jury service shall be excused from his/her normal duties for each day or a substantial part thereof which he/she serves, and shall be paid

the difference between his/her normal per diem salary and the payments received for such service for each day of jury service or substantial part thereof.

11. One (1) day leave without loss of pay to attend to military matters involving immediate family members (i.e., employee's spouse, child, son/daughter-in-law, parent, father/mother-in-law, sibling, or other resident member of the immediate household), such as events related to the deployment for or return from active duty, graduation from training camps and or military training schools, and the like.
12. Additional temporary leaves of absence with pay may be granted at the sole discretion of the Employer.

- B. Leaves taken pursuant to Section A above will be in addition to any paid sick leave to which the Employee is entitled. No Employee will be required to arrange for his/her own substitute.

## ARTICLE XVII EXTENDED LEAVES OF ABSENCE

- A. Association Leave. The Committee agrees that one (1) teacher designated by the Association will, upon request, be granted a leave of absence without pay, for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- B. Military Leave. Military leave without pay shall be granted to any Employee who is inducted or enlisted in any branch of the armed forces of the United States, up to a maximum of three (3) years and with an extension if the individual is involuntarily kept on active duty. Upon return from such leave, an Employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the school system. Every effort will be made not to take active military duties during the school year.
- C. Service Leave. A leave of absence, without pay, of up to two (2) years will be granted to any teacher with professional status who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Carver School Department during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

- D. Family Leave. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the Employee's immediate family. Additional leave may be granted at the discretion of the Employer.
- E. Medical Leave. After five (5) years' continuous employment in the school system an Employee may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- F. Extended Sick Leave. Any teacher whose personal illness extends beyond the period of compensation may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, as supported by appropriate medical evidence.
- G. Career Exploration. A leave of absence without pay or increment of up to one (1) school year may be granted to a teacher with professional status for "career exploration." In order to be eligible for this leave said Employee must notify the Superintendent by March 1, of his/her desire to take this leave for the following school year. Said teacher must notify the Superintendent by March 1 of the year in which he/she takes his/her leave of his/her intent to return to work for the following school year. During said leave, said Employee shall not accrue seniority.
- H. Childcare Leave. A teacher with professional teacher status shall be granted a leave of absence, without pay, for up to one (1) year for the purpose of caring for his/her child under the age of six. A leave for childcare may be granted at the discretion of the Superintendent for an older child. A second consecutive year's leave for childcare may be granted at the discretion of the Superintendent. In order to be granted additional childcare leave, the teacher must return to work for a period of time equal to the length of the previous leave.
- I. Additional Leaves. Other extended leaves of absence without pay may be granted at the sole discretion of the Employer.
- J. All benefits to which a teacher was entitled at the time his/her extended leave of absence under this Article commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return except as provided in this Article; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

**ARTICLE XVII A**  
**MATERNITY LEAVE**

- A. An Employee who is absent from work, during which period of time she bears a child, shall be deemed to be on a maternity leave under the terms of either Option A or Option B, as provided herein.
- B. A leave of absence shall be granted for maternity purposes to female Employees on the terms and conditions set forth in this Article.
- C. No later than the beginning of the fifth month of pregnancy, the Employee shall notify the Superintendent, in writing, of her pregnancy. The Employee shall give at least four (4) weeks' notice of the date she wishes to commence her leave of absence. At the time of the latter notification, the Employee will select one of the following two (2) options:

Option A - Extended Leave without pay with entitlement to sick leave benefits for certified disability for childbirth and recovery therefrom during the period of this leave.

Option B - Unpaid Massachusetts Statutory Maternity Leave (MGL Chapter 149, Section 105D), with guarantee of sick leave benefits for certified disability for childbirth and recovery therefrom during the period of this leave.

- D. The provisions of Option A are as follows:
  - 1. The duration of the leave shall be for a period of up to two (2) years from the date of its commencement.
  - 2. At the time the Employee requests her maternity leave, she shall select a return (first scheduled day of the school year) date within a period of less than two (2) years from the commencement of her leave.
  - 3. If an Employee wishes to change her return date different from the one specified in her original request, she shall notify the Superintendent, in writing, no later than April 1 of the school year proceeding the return date originally requested. If the Employee complies with this notification, she will be able to change her return date different from the one originally selected provided said new return date is within a period of less than two (2) years from the commencement of her leave.
  - 4. When an Employee returns to work at the beginning of a school year, as prescribed above, the employee shall be returned to her original position, if possible, or to a substantially equivalent position.
  - 5. An Employee may request to return to work at any time other than at the beginning of a school year within a period of less than two (2) years from the date

of her leave commenced. She shall be able to return to work if there is an available position, or one that becomes available, for which she is certified. An available position is defined to be one that is not being held by a teacher under Contract.

6. An Employee must notify the Superintendent, in writing, between March 1 and April 1 of the school year proceeding the return (first scheduled day of the school year) date agreed upon, of her intention to return to duty at the expiration of her leave. If the Employee fails to so notify the Superintendent in writing, or does furnish said written notice and fails to return to duty at the expiration of her leave, she shall be deemed to have resigned, and the obligation of the Employer to provide a position for her shall cease.

E. The provisions of Option B are as follows:

1. The duration of such Maternity Leave shall not exceed eight (8) weeks from the date of its commencement.
2. At the time the Employee requests her maternity leave as heretofore described, she shall select and notify, in writing, the Superintendent of her anticipated date of return. If the Employee fails to so notify the Superintendent in writing or does furnish written notice and fails to return to duty at the expiration of her leave, she shall be deemed to have resigned unless her failure to return is because of continuing disability, in which case she shall be placed on sick leave to the extent she has any remaining.
3. An Employee who has complied with all of the above prescribed conditions shall be, upon her return, returned to her original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of the commencement of her leave.

F. In order for entitlement to sick leave benefits to apply for certified disability for childbirth and recovery therefrom in connection with additional siblings, the Employee will have to return to full-time active services and be granted an additional leave of the type provided under Option A or Option B above. The parties agree that sick leave benefits for disability due to childbirth and recovery therefrom will not be allowed for an employee who is on any kind of approved extended leave of absence. In addition, Employees will not be entitled to sick leave benefits for any other illnesses and/or disabilities incurred while on maternity leave, except as provided in this Article.

G. All benefits to which the Employee was entitled at the time her leave of absence commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored to her upon her return. Upon her return, she shall be

advanced to the next step on the salary schedule, provided she has taught at least ninety-one (91) days during the year in which her maternity leave commenced.

## **ARTICLE XVII B** **CHILDREARING LEAVE**

- A. A leave of absence shall be granted for purposes of birth or adoption of a child within the household to Employees under the terms set forth in this Article.
- B. The Employee shall notify the Superintendent of his/her desire to take leave under this Section at least thirty (30) days prior to the commencement of such leave, whenever possible.
- C. The Employee shall have the option of returning at the commencement of the first or second following academic year.
- D. All benefits to which the Employee was entitled at the time his/her leave of absence commenced including any unused accumulated sick leave shall, except as is otherwise provided herein, be restored to him/her upon his/her return and he/she shall, except as is otherwise provided herein, be assigned to the same teaching position which he/she held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent teaching position. An Employee who, at the time said leave commenced was assigned to perform the additional duties of a position described in the Schedule of Supplementary Compensation set forth in said Appendix A shall have no right to return to such position upon his/her return from leave. Upon his/her return, the Employee shall not advance in increment unless he/she shall have worked at least one hundred (100) days in the school year in which his/her leave commenced.

## **ARTICLE XVIII** **SABBATICAL LEAVES**

Upon recommendation by the Superintendent, sabbatical leaves may be granted for study, travel, or research to members of the teaching staff by the Committee, subject to the following conditions:

- A. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required by the Superintendent, no later than November 15, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
- B. The teacher has served at least five (5) consecutive years in the system.

- C. No more than two percent (2%) of the professional staff shall be absent on sabbatical leave at any one time.
- D. Compensation for sabbatical leaves will be between 50% and 100% of the teacher's salary should the teacher have remained in active service within the system. Combined salary and grants shall not exceed the above-cited teacher's salary.
- E. The teacher will agree to return to employment in the Town of Carver for one (1) full year in the event of a semester's leave, or two (2) full years in the event of a full year's leave.
- F. Upon his/her return from sabbatical leave, a teacher's salary shall be the same as he/she would have received had the period of his/her leave been spent in the Town of Carver, and he/she shall be returned to the same position which he/she held at the time said leave commenced, if it exists, or, if not, to a substantially equivalent position.
- G. When a sabbatical leave has been completed, the teacher shall submit a report of his/her research or study to the Committee in such form as may be determined by the Superintendent.
- H. In considering a sabbatical request, the major evaluation will be whether the intended study is in the best interest of the school system and worthy of such leave.

#### **ARTICLE XIX** **PROTECTION**

- A. Employees will immediately report in writing to the principal for transmission to the Superintendent all cases of assault or abusive conduct suffered by them in connection with their employment.
- B. This report will be forwarded to the Committee, which will comply with any reasonable request from the Employee for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the Employee, the police, and the courts.
- C. The Committee will continue to provide the indemnification for Employees provided by Chapter 258 of the M.G.L. under the conditions set forth in that Section.
- D. Whenever an Employee is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence. This provision shall apply only to

an Employee who is receiving Worker's Compensation benefits in accordance with M.G.L. c152, §69, for said injury. Said Employee will be paid his/her normal weekly salary provided that he/she first gives his weekly Worker's Compensation check, properly endorsed, to the Town of Carver. Said benefit shall cease upon the exhaustion of the Employee's sick leave accumulation.

## **ARTICLE XX**

### **INSURANCE AND ANNUITY PLAN**

- A. 1. The Employer will pay seventy-five (75%) of the cost of the following types of insurance coverage:
  - a. A \$10,000 term life insurance plan of the type presently available to Employees.
  - b. Individual or family coverage for Blue Cross/Blue Shield, of the type presently available to Employees.
  - c. If the Town of Carver, through the process prescribed in Chapter 32B of the M.G.L., adopts a group dental insurance plan; the Committee and the Association will meet to negotiate any changes required in the Collective Bargaining Agreement.
- 2. If two (2) or more Employees belong to a single family unit and are eligible for coverage under Paragraph 1 above under the same policy, each may, at his/her option, have his/her entitlement applied to the full cost of a single policy covering said family unit.
- B. Employees will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to appropriate federal, state, and local laws.

## **ARTICLE XXI**

### **DEDUCTIONS**

- A. The Employer will continue to deduct from the salaries of Employees dues for the Education Association of Plymouth and Carver, the Massachusetts Teachers Association, and the National Education Association, as said Employees, individually and voluntarily authorize, in writing, the Employer to deduct, and to transmit the monies promptly to such associations.



- B. Teachers will be eligible to participate in payroll deductions for direct deposits to banks and credit unions.
- C. The Employer will make such other salary deductions as are agreeable both to the Association and the Committee.
- D. To the extent permitted by law, the Employer agrees to require, as a condition of employment, that all Employees, except those Employees certified as members to the Employer by the Association, pay annually or by dues deduction to the Association, as of the 30th day subsequent to the effective date of this Agreement, or 30 days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the Association. Said amount will be certified annually to the Employer by the Association. To become a member and remain a member in good standing of the Association, an Employee must become a member and remain a member in good standing of the Education Association of the Education Association of Plymouth and Carver, the Plymouth County Education Association, Massachusetts Teachers' Association, and National Education Association.
- E. The Association and Committee agree to work cooperatively in an effort to establish a procedure by which teachers can participate in a dental plan by means of payroll deduction. It is agreed that teacher participation in any such plan will be at no cost to the Committee or the Town and must be consistent with any restrictions imposed by applicable law.

## ARTICLE XXII

### GENERAL

- A. The Committee will, upon request, provide the Association with any information which may be necessary in the preparation for or conduct of negotiations, or in the processing of grievances.
- B. The cost of printing this Agreement will be borne equally by the Association and the Committee.
- C. This Agreement constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties. Failure by the Association and/or the Committee in one or more instances to enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision or provisions.

- D. No Employee or the Association shall participate in or cause any strike, work stoppage or other illegal activity during the term of this Agreement. If the Association disclaims in writing to the Committee responsibility for any act prohibited hereby, it shall not be liable therefor.
- E. The starting and dismissal times for students will be established by the Superintendent provided, however, that no change in the present schedule will increase the length of the teacher day.
- F. Each school will have the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies;
  2. A communication system so that teachers can communicate with the main building office from their classroom;
  3. A well-lighted and clean male employee restroom and a well-lighted and clean female employee restroom; and
  4. A separate private lunchroom and workspace, reserved for use by professional staff as follows:
    - A. The Middle/High School will have two teacher lunchrooms, one on the High School side of the building, and the other on the Middle School side of the building. In addition, the Middle/High School will have a separate teacher work room and a teacher photocopy room.
    - B. The Carver Elementary School will have one teacher lunchroom and two teacher work areas. Photocopiers will be available in each teacher work area and each project area. The two teacher work areas will be reserved for use by staff, whereas the project areas will be available for general use for school related work/business. Classroom teachers generally will have use of their assigned classrooms as workspace during their preparation periods. In the event the teacher's classroom becomes unavailable for such purpose, an alternative work space will be provided.
- G. Use of School Facilities
1. The Association may request the principal for the use of school facilities at reasonable times for meetings with an Association purpose in accordance with the Committee's policy and procedure for the use of school buildings. Such requests

must have the approval of the principal of the building. The principal of the building will be notified in advance of the time and place of such meeting.

2. The Association will pay for any costs for such activities in accordance with Committee policies.
  3. The Association will have the right to use athletic facilities and equipment at the schools in the Town of Carver, without cost, one (1) evening each week. The schedule and other related matters will be arranged in advance with the Superintendent. The Association will pay for custodial services needed for such activities.
  4. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying professional notices, circulars, and other Association material. Copies of all such material will be given to the building principal, but his/her advance approval will not be required.
- H. Every effort will be made by the Central Office Administration and principals to secure a qualified substitute when an itinerant teacher or special subject teacher is absent.
- I. The travel allowance for Employees shall be at the rate provided for Employees of the Town of Carver.
- J. Recognizing that the best interest of the school system and the children for whom it has responsibility will be served if the Association encourages and supports effective home-school relations, Employees will be permitted and encouraged to attend general meetings of home-school organizations (i.e., PTO, CHSA).
- K. The Employer will reimburse an Employee for any clothing, eyeglasses, or similar personal property damaged or destroyed in the course of his/her employment.
- L. The Association President will be allowed to designate one (1) teacher to serve on any screening committee created by the Employer for the purpose of hiring an administrator.
- M. Monies raised through activities in which bargaining unit members are involved will be utilized for the purpose(s) for which it was raised or for purpose(s) approved by the Committee.
- N. Any document that the Employer is aware of that is presented to Employees from third party entities which require a signature from the Employee must be provided in advance to the Association for review. No employee shall be prejudiced by refusing to sign said document without such counsel.

### ARTICLE XXIII TRANSFERS

- A. Although the Employer and the Association recognize that some transfer of teachers from one school to another may be unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance.
- B. In making transfers, the convenience and wishes of the individual teacher will be honored to the extent that these do not conflict with the best interests of the children and the school system.
- C. When involuntary transfers are necessary, the teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Carver School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent or designee will meet with the Association's representatives to discuss the transfer.
- D. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Carver school system.
- E. Notice of transfer will be given to teachers as soon as practicable. Every reasonable effort will be made to achieve this not later than one (1) week prior to the close of school.
- F. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment requested. Such requests must be submitted prior to May 1 of the forthcoming school year. All transfer requests will be acknowledged in writing. All teachers filing a written request for transfer may see a list of vacancies as of June 1 of the forthcoming school year. As soon as practicable and under normal circumstances not later than one (1) week prior to the end of school, the Superintendent will notify each teacher who has filed such statement, of the action taken in regard to his request for transfer. Such notice shall include the reasons for any denial of a teacher's request for transfer. These reasons provided shall not be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.
- G. Requests may be renewed in writing each year.

- H. Whenever open positions exist that may require the involuntary transfer of teachers, the Employer will request that teachers volunteer to transfer to these positions. The Employer will fill these positions from those qualified volunteers before initiating any involuntary transfers. It is recognized that the final decision of transfer or assignment must rest with the Employer.

#### **ARTICLE XXIV** **REDUCTIONS IN STAFF**

The following provisions for personnel reduction shall apply solely to teachers with professional status. In the event it becomes necessary to reduce the number of teachers, the Superintendent will take into consideration length of service, ability, and qualifications; and when all the factors that constitute ability and qualification are relatively equal, length of continuous service shall prevail. The laid-off teacher or the teacher whose position is eliminated, shall (A) be transferred to an open position for which he/she is qualified or could become qualified before the effective date of the layoff, or (B) replace a teacher with the lowest seniority anywhere within the Carver school system in an area which the laid-off teacher is qualified.

"Qualified" means that the teacher has on file with the Office of the Superintendent evidence that he/she possesses the necessary qualification or can obtain said qualification(s) by the effective date of his/her layoff and that the teacher has demonstrated an ability to perform satisfactorily in the discipline in which there is an opening, or a less senior teacher. "An ability to perform satisfactorily" shall mean: 1) having satisfactorily performed full-time, for a minimum of one hundred thirty-six (136) school days within a school year in the last six school years, or 2) in addition to being certified in the area of cross-bumping the teacher must have recent (within the last three years) positive evaluations supporting and documenting the qualifications necessary for the assignment. "Discipline" refers to areas of certification as defined by the Massachusetts Department of Education, Board of Certification. "Seniority" means a teacher's continuous length of service in years, months, and days in the bargaining unit. Teachers shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this Agreement. Effective September 1, 1999, any member of the bargaining unit who begins an unpaid leave of absence on or after September 1, 1999, shall not accrue seniority while on said unpaid leave of absence. Any such member of the bargaining unit who returns to a paid status following any unpaid leave of absence shall have his/her seniority accrued at the time the unpaid leave commenced restored to the member upon his/her return to a paid status. In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has achieved the highest level of training.

Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff. Teachers who have been laid off shall be

entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years. During the recall period, teachers shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective layoff and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon reemployment within the recall period. During the recall period, teachers who have been laid off shall be given every consideration for substitute work, if they so desire. Laid-off teachers may continue group Health and Life Insurance coverage during the recall period as provided by the Employer to teachers by reimbursing the Employer for premium cost. Failure to forward premium payments to the Employer or refusal to return to employment upon recall will terminate this option. While laid off teachers continue to have recall rights, the Employer agrees not to hire any new teachers unless:

- A. No teacher on layoff is qualified to fill a position, nor could become qualified prior to the date the position must be filled; and,
- B. All qualified teachers on layoff declined an offer to fill the vacancy.

A list specifying the seniority of each Employee shall be prepared by the Employer and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the Employer annually thereafter.

## **ARTICLE XXV**

### **CONTINUITY OF OPERATIONS**

No public employee or employee organization shall engage in a strike as defined in M.G.L., Chapter 150E, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by such public employees.

## **ARTICLE XXVI**

### **PART-TIME EMPLOYEES**

Employees who work on a less than full-time basis shall have the following items prorated:

- |               |                       |
|---------------|-----------------------|
| 1. Salary     | 3. Longevity Payments |
| 2. Sick Leave | 4. Seniority          |

Part-time Employees who may convert to full-time Employee status will be credited with an appropriate number of sick days consistent with their prorated days accumulated during part-time service. For example, an Employee who works three (3) full days each week for a school

year shall receive nine (9) full sick days per year. An Employee who works five (5) one-half days per week for a school year shall receive fifteen (15) half-days of sick leave for that year, which would convert to seven and one-half (7 1/2) full sick days.

The pro-ration of longevity payments shall mean that while years of service toward eligibility for longevity payments will not be prorated, the amount of longevity payment will be prorated, consistent with the percentage of time an Employee works per week for a school year compared to the amount of time a full-time Employee works per week for a school year.

## **ARTICLE XXVII** **HEALTH AND SAFETY**

The Committee and the Association are committed to maintaining a safe and healthful workplace. Employees who identify health and safety issues should bring them to the attention of their building principal. If the issue remains unresolved after a reasonable period of time, it should be referred to the Superintendent, who will respond in writing within fourteen (14) days. If the Employee is still not satisfied, the matter may be brought to the attention of the Committee.

## **ARTICLE XXVIII** **RETIREMENT NOTIFICATION INCENTIVE**

The Employer may from time to time offer retirement notification incentives pursuant to the following conditions:

1. A written announcement of the retirement incentive will be sent to the President of the Association and to all bargaining unit members who will be completing twenty (20) or more years of service in Carver (including service with the Plymouth-Carver Regional School) at the end of the school year in which an announcement is made.
2. Eligible employees will be given at least sixty (60) calendar days from the date of the announcement in which to submit an irrevocable written resignation to be effective without any further action by the Employer upon the close of the school year.
3. No later than July 31st of the calendar year in which the resignation is effective, the Employer will pay each teacher who submits a resignation the amount of money set forth in the announcement as a retirement incentive.

**ARTICLE XXIX**  
**DURATION**

The provisions of this Agreement will be effective as of September 1, 2018 and will continue through August 31, 2021.

Carver School Committee

Education Association of  
Plymouth and Carver

\_\_\_\_\_

\_\_\_\_\_

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

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



## APPENDIX A

On August 31, 2021 (or the last day of the 2020-2021 contract year, whichever is earlier), increase all non-salary scheduled economic items in Appendix A by 2.5%.

\*\*FY 22 as used here and throughout Appendix A signifies August 31, 2021 or the last day of the 2020-2021 contract, whichever is earlier. (The "last day of the 2020-2021 contract year" is intended to ensure that in the event the 2021-2022 work year starts prior to August 31, the increase will be in effect on the first day of the 2021-2022 work year.)

### **I. TEACHER SALARIES**

Effective with the 2018-19 school year, adjust the salary schedule that was in effect for 2017-2018 by adding a new step 11 at 1% above step 10. (Effective with the 2018-19 school year, all employees advance one step.)

Effective with the 2019-20 school year, increase the step 11 that was in effect for 2018-2019 by 1.5%. (Effective with the 2019-20 school year, all employees advance one step.)

Effective with the 2020-21 school year, increase the step 11 that was in effect for 2019-2020 by 2%. (Effective with the 2020-21 school year, all employees advance one step.)

On August 31, 2021 (or the last day of the 2020-2021 contract year, whichever is earlier) increase steps 1-11 of the salary schedule by 2.5%. (Advance all employees one step)

#### **In addition to above:**

For 2018-2019, add a Master's +75 column to the teacher salary schedule. The amounts for all steps are to be 1.5% greater than the Master's +60 column.\*

For 2020-2021, increase the Master's + 75 column, so that the amounts for all steps are 3% greater than the Master's +60 column then in effect.

\*Notwithstanding the requirement to provide credit information by April 1 preceding a salary column change (as set forth under Section I.E of this Appendix A), teachers who have the requisite number of credits effective September 1, 2018 will be placed on the new MA +75 column as of that date so long as the teacher provides notice to the Employer (along with the evidence described in Section I.D of this Appendix A if not previously submitted) within thirty (30) days of the ratification of this Memorandum of Agreement by both parties. When this thirty-day window expires, the teacher's next opportunity for a column change shall be September 2019 and shall be subject to the April 1 and other submission dates set forth in Section I.E of this Appendix A.

### TEACHERS FY 2019 SALARY SCHEDULE

<u>STEPS</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Masters</u>	<u>Masters +15</u>	<u>Masters +30</u>	<u>Masters+45</u>	<u>Masters+60</u>	<u>Masters+75</u>
1	43,359	44,586	46,501	47,736	49,282	50,760	52,283	53,067
2	45,488	46,730	49,002	50,242	51,929	53,487	55,091	55,917
3	47,620	48,868	51,487	52,732	54,564	56,201	57,887	58,755
4	49,556	50,792	53,772	55,010	56,980	58,689	60,449	61,356
5	51,685	52,925	56,260	57,508	59,624	61,412	63,254	64,203
6	53,622	54,857	58,491	59,755	62,045	63,907	65,824	66,811
7	56,136	57,409	61,462	62,738	65,192	67,148	69,163	70,200
8	58,265	59,508	63,534	64,801	67,722	69,753	71,845	72,923
9	60,782	62,037	66,082	67,321	70,771	72,894	75,081	76,207
10	70,099	71,434	75,874	77,235	81,010	83,442	85,945	87,234
11	70,800	72,148	76,633	78,007	81,820	84,276	86,804	88,107

### TEACHERS FY 2020 SALARY SCHEDULE

<u>STEPS</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Masters</u>	<u>Masters +15</u>	<u>Masters +30</u>	<u>Masters+45</u>	<u>Masters+60</u>	<u>Masters+75</u>
1	43,359	44,586	46,501	47,736	49,282	50,760	52,283	53,067
2	45,488	46,730	49,002	50,242	51,929	53,487	55,091	55,917
3	47,620	48,868	51,487	52,732	54,564	56,201	57,887	58,755
4	49,556	50,792	53,772	55,010	56,980	58,689	60,449	61,356
5	51,685	52,925	56,260	57,508	59,624	61,412	63,254	64,203
6	53,622	54,857	58,491	59,755	62,045	63,907	65,824	66,811
7	56,136	57,409	61,462	62,738	65,192	67,148	69,163	70,200
8	58,265	59,508	63,534	64,801	67,722	69,753	71,845	72,923
9	60,782	62,037	66,082	67,321	70,771	72,894	75,081	76,207
10	70,099	71,434	75,874	77,235	81,010	83,442	85,945	87,234
11	71,862	73,231	77,782	79,177	83,047	85,541	88,107	89,428

### TEACHERS FY 2021 SALARY SCHEDULE

<u>STEPS</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Masters</u>	<u>Masters +15</u>	<u>Masters +30</u>	<u>Masters+45</u>	<u>Masters+60</u>	<u>Masters+75</u>
1	43,359	44,586	46,501	47,736	49,282	50,760	52,283	53,851
2	45,488	46,730	49,002	50,242	51,929	53,487	55,091	56,744
3	47,620	48,868	51,487	52,732	54,564	56,201	57,887	59,624
4	49,556	50,792	53,772	55,010	56,980	58,689	60,449	62,262
5	51,685	52,925	56,260	57,508	59,624	61,412	63,254	65,152
6	53,622	54,857	58,491	59,755	62,045	63,907	65,824	67,799
7	56,136	57,409	61,462	62,738	65,192	67,148	69,163	71,238
8	58,265	59,508	63,534	64,801	67,722	69,753	71,845	74,000
9	60,782	62,037	66,082	67,321	70,771	72,894	75,081	77,333
10	70,099	71,434	75,874	77,235	81,010	83,442	85,945	88,523
11	73,299	74,695	79,338	80,761	84,708	87,251	89,869	92,565

\*Effective September 1, 2008, modify the Masters' column of the salary schedule by eliminating the words "masters equivalent" and provide that any member currently being paid pursuant to the "masters equivalent" shall be grandfathered and shall continue to receive Masters' column pay; and provide further that any member licensed prior to January 1998, who has not yet attained the "masters equivalent" column, shall be eligible for the Masters column with a master equivalency so long as the equivalency is attained by June 30, 2011.

The following provisions are understood to accompany this salary schedule:

- A. Increments and salary adjustments are not to be considered automatic; they shall be reviewed annually and approved by the Superintendent upon recommendation of the administrative staff. Non-performance of duties or unsatisfactory performance of duties shall be considered cause for withholding a teacher's increment provided:
  - 1. The teacher has been notified in writing by his/her supervisor of his/her specific shortcomings at least ten (10) months prior to the date of the next scheduled salary increment (December 1).
  - 2. The teacher has been advised in writing by his/her supervisor of suggestions and recommendations for professional improvement at the time of No. 1 above.
  - 3. The teacher is assisted in an effort to improve by his/her supervisor. The teacher will cooperate in this assistance program.
  - 4. The teacher received a written evaluation of his/her performance no later than March 1, prior to the date of the next scheduled salary increment.
  - 5. The recommendation of the supervisor and the Superintendent relative to salary increments be made known to the teacher in writing at least six (6) months prior to the date of the next scheduled salary increment (March 1).
  - 6. Notice of the Employer's actions be communicated in writing at least four (4) months prior to the date of the next scheduled salary increment (May 1).
- B. Another factor to be considered by the Superintendent in making his/her recommendation regarding increment shall be the attendance record of the teacher. Any teacher whose increment or salary adjustment is recommended to be withheld shall be advised of that recommendation, in writing, on or before April 15 of the prior work year. However, in the

event that at any time the Superintendent has concern about a teacher's attendance, he/she shall meet with the teacher to apprise the teacher of that concern. If the recommendation to withhold an increment or salary adjustment is approved by the Employer, the teacher shall be entitled to have the decision to withhold an increment or salary adjustment reviewed by the Superintendent prior to the close of the work year in which the notice was given. If the increment or salary adjustment is withheld, a decision whether to reinstate one-half of the increment or salary adjustment will be made by January 31 of the year in which it is withheld. A similar decision regarding reinstating the second one-half of the increment or salary adjustment will be made prior to the close of school during the work year in which the increment or salary adjustment is withheld. The Employer agrees that increments and/or salary adjustments shall not be unreasonably withheld.

- C. All teachers will be on proper step, subject to "A" or "B" above.
- D. Any course(s) meeting the criteria and/or courses that do not meet any of the stated criteria but approved by the superintendent for reimbursement as set forth in Article VIII, Section C.1 (Professional Development and Educational Improvement) shall count for the purpose of movement on columns of the salary schedule. In order to be placed on a new salary column, a teacher must submit his/her request for such placement to the Employer, and must supply justification in the form of transcripts, copies of degrees, or other certified documents.
- E. In order to receive a salary column change as of the first pay period of that school year, a teacher must submit all anticipated credit information by April 1 preceding the September effective date. Upon receipt of information as described in Section D, salary adjustments will be made, retroactive if necessary, to the beginning of the school year. During the remainder of the school year, one additional salary column change will be allowed, and will become effective as of January 1 of that school year, provided the teacher submits his/her request and evidence prior to February 1 of said school year, and provided further that any teacher anticipating a salary column change to be effective on January 1, so notifies the Superintendent in writing on or before September 15 of the school year in which the change is to become effective.
- F. Through August 31, 2013, any graduate credits not credited as part of the Master's Degree may be applied to movement beyond the Master's Degree.

Effective September 1, 2013, only graduate credits earned subsequent to the awarding of a Master's Degree may be applied to movement beyond the Master's Degree. This shall hold harmless and shall not affect any employee who moved lanes prior to September 1, 2013.

The following exception will apply: Any teacher who is on the Master's column solely by virtue of a Master's Equivalency effective September 1, 2018 and who earns a Master's Degree by August 30, 2021 may apply up to 18 credits previously used to establish Master's Equivalency as well as any additional credits that are earned after establishing Master's Equivalency but are not credited as part of the Master's Degree to movement beyond the Master's Degree lane. All credits are subject to the provisions set forth in Article VIII, Section C.1 (Professional Development and Educational Improvement) and Section I.D of this Appendix A.\*

\*Notwithstanding the requirement to provide credit information by April 1 preceding a salary column change (as set forth under Section I.E of this Appendix A) this exception shall apply retroactively to September 1, 2018 so long as the teacher provides notice to the Employer (along with the evidence described in Section I.D of this Appendix A if not previously submitted) within thirty (30) days of the ratification of this Memorandum of Agreement by both parties. When this thirty-day window expires, the teacher's next opportunity for a column change under this exception shall be September 2019 and shall be subject to the April 1 (and other submission dates) set forth in Section I.E of this Appendix A.

- G.1. In addition to their regular salary, teachers who qualify will receive longevity payments beginning in the year of service designated below:

Year of Service	FY 19-21
11	342
15	762
20	1471
25	2233
30	3179

Years of service shall include all years of actual teaching for fifty percent (50%) or more of the school year since initial date of employment, which service may be broken only by approved leaves of absence. Any Employee who returns to the employ of the Committee after having resigned shall be treated as a new Employee for purposes of this longevity provision.

- G.2. a. Members of the bargaining unit who have completed twenty (20) or more years of service in the Carver School System may elect longevity

payments in the following amounts for the three (3) consecutive years following the member's application and acceptance under this provision:

FY 19-21  
3152

- b. Longevity payments specified in Section G.1. of this Appendix A1 will cease upon application and acceptance into this plan provided in Section G.2. Discontinuance in the longevity plan provided in Section G.1. shall become effective at the beginning of the work year in which the member receives his/her payment of longevity pursuant to this Section G.2.
- c. Members of the bargaining unit shall be allowed to elect and accept the longevity provided in Section G.2. only once during their employment with the Carver School System. If a member remains employed following his/her receipt of payments provided by this Section G.2. he/she will not be eligible to receive payments pursuant to Section G.1. of this Appendix A1.
- d. Application for acceptance into this longevity plan provided by Section G.2. shall be submitted to the Superintendent of Schools on or before November 1 of the preceding work year for participation during the following three (3) consecutive work years. Payment of the amount indicated in Section G.2.a. above shall be made throughout the work year as part of the member's regular salary installments.
- e. Immediate acceptance is not insured, since the Committee retains the right to set budget limits; however, the Committee will endeavor to budget for acceptance of five (5) applications annually.

In the event budget restrictions do not permit acceptance of all applications in a specific year, the following sequence of events will take place:

1. A request will go to all members who have elected this option to seek members willing to delay the start of this option to the next school year. Members will have five (5) school days to respond to this request.
2. If budgetary difficulties still exist after voluntary delay is sought, members applying for this option will be accepted in

order of seniority, with the most senior being placed first. The remainder will be carried forward to the next school year and placed at the top of the list.

- f. Participation in this longevity plan provided by Section G.2. is irrevocable after receipt of notification of acceptance into the plan.
  - g. In the event of death of a teacher during his/her three year period of receiving longevity payments under Section G.2, the teacher's estate will receive the remainder of the longevity payments that would have otherwise been due during the three year period.
- H. Teachers may be paid in twenty-one (21) equal installments during the school year, or in twenty-six (26) equal installments during the calendar year beginning September 1. The Administration shall distribute a form to each teacher prior to the close of school in June requesting each teacher to select a salary payment schedule for the following school year. Teachers who do not indicate a selection by the close of the school year shall be paid in twenty-six (26) equal installments during the calendar year beginning September 1. Those teachers who elect to be paid in twenty-six (26) equal installments will be paid every second week unless such persons request, prior to May 1 of the contract year, to receive all deferred payments in one lump sum on the last day of their required attendance in school.
- I. Any Employee who retires pursuant to the Massachusetts Teachers Retirement Act shall be entitled to receive, upon completion of uninterrupted service in Carver, the following:

FY 19-21

20 years -- \$1,471.16

30 years -- \$1,891.49

25 years -- \$1,681.33

35 years -- \$2,101.66

N.B. Years of service shall include all years of actual teaching for fifty percent (50%) or more of the school year since initial date of employment, which service maybe broken only by approved leaves of absence. Any Employee who returns to the employ of the Carver School District after having resigned shall be treated as a new Employee for purposes of this longevity provision.

- J. Teachers who have received an earned doctorate from an accredited institution will be granted a stipend beyond their placement on the salary schedule as follows:

FY 19-21

\$4,711

1. The earned doctorate must be in an appropriate subject area related to the job responsibilities of the teacher.
2. The earned doctorate must have been granted by a university accredited by one of these six (6) United Schools and Colleges:

New England Association  
Middle States Association  
North-Central Association  
Northwest Association  
Southern Association  
Western Association

3. Doctorates earned from foreign universities must have similar accreditation stature as that mentioned in item 2 above.

- K. Teachers who have received a Certificate of Advanced Graduate Study (CAGS) from an accredited institution will be granted a stipend beyond their placement on the salary schedule as follows:

FY 19-21

\$1,177

Teachers who are on the Master's +75 column are not eligible to receive the CAGS stipend.

- L. If a Teacher is notified within two weeks prior to the start of the work year of a change in room or a new class/grade level/prep assignment, teachers shall be compensated as follows at their per diem rate:

Moving Rooms:	One (1) Day
New Assignment and/or Preparation:	One (1) Day

Teachers shall be compensated at their per diem rate for time spent at a mandated training that occurs outside of the contractual work day and year.



## **II. COMPENSATION FOR COVERAGE OF EXTRA CLASSES**

Any Employee who is qualified and who is requested by the Administration to cover a class or classes for an extended period of time, which means giving up a preparation or duty-free lunch period, will be compensated at the following rate per class:

FY 19-21

\$33.78

## **III. DEPARTMENT HEADS and GUIDANCE COORDINATOR, GRADES 6-12**

Department Heads for grades 6-12 (English, Social Studies, Foreign Language and Allied Arts, Mathematics, Science, Special Education, and Comprehensive Health) and the Guidance Coordinator for grades 6 - 12 will each receive a stipend of \$6986 and will generally be assigned a teaching load of three classes.

Stipend differential for each assigned teaching period beyond three (3) shall be \$220.

- A. The work year for a department head shall include time beyond the teacher work year sufficient to complete the responsibilities of the position up to a maximum of four (4) days. Such days may be prior to, during, and/or following the teacher work year on dates to be determined through consultation between the Principal or Superintendent and Department Head.
- B. By prior approval of the Superintendent, if a Department Head is required to work beyond the work days defined in Section A above, the Department Head shall be compensated at his/her daily rate of pay (1/184 of his/her annual salary).

## **IV. LEAD TEACHERS, GRADES K-5**

Effective with the 2019-2020 school year, grade level team leaders for grades Kindergarten - Five will each receive a stipend of \$1800. The positions will be posted annually and filled only by teachers who have achieved professional teacher status.

## V. CURRICULUM LEADERS AND OTHER LEADERS/ADVISORS

<u>Positions:</u>	<u>Stipend</u> <u>FY 19-21</u>
Attendance Officer	\$5,103
Chemical Safety Officer	\$1,944
Literacy Coach (6-12)	\$7,615
Literacy Coach (PreK-5)	\$7,615
Math Coach (PreK-5)	\$7,615
Nurse Leader	\$2,176
Web Masters (2 Positions CES & MHS)	\$1,925

## VI. MENTORS (Lead mentors within the stipend list)

Employees selected to serve as mentors will receive an annual stipend of:

FY 19-21  
\$706

The pool of members from which mentors are chosen must have professional status.

## VII. SALARY FOR SCHOOL NURSE

Nurses will be placed on the following degree columns of the teachers' salary schedule: "Bachelor," "Bachelor +15," "Masters," Masters +15, and Masters +30.

### NURSES FY 2019 SALARY SCHEDULE

<u>STEPS</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Masters</u>	<u>Masters +15</u>	<u>Masters +30</u>
1	43,359	44,586	46,501	47,736	49,282
2	45,488	46,730	49,002	50,242	51,929
3	47,620	48,868	51,487	52,732	54,564
4	49,556	50,792	53,772	55,010	56,980
5	51,685	52,925	56,260	57,508	59,624
6	53,622	54,857	58,491	59,755	62,045
7	56,136	57,409	61,462	62,738	65,192
8	58,265	59,508	63,534	64,801	67,722
9	60,782	62,037	66,082	67,321	70,771
10	70,099	71,434	75,874	77,235	81,010
11	70,800	72,148	76,633	78,007	81,820

### NURSES FY 2020 SALARY SCHEDULE

<u>STEPS</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Masters</u>	<u>Masters +15</u>	<u>Masters +30</u>
1	43,359	44,586	46,501	47,736	49,282
2	45,488	46,730	49,002	50,242	51,929
3	47,620	48,868	51,487	52,732	54,564
4	49,556	50,792	53,772	55,010	56,980
5	51,685	52,925	56,260	57,508	59,624
6	53,622	54,857	58,491	59,755	62,045
7	56,136	57,409	61,462	62,738	65,192
8	58,265	59,508	63,534	64,801	67,722
9	60,782	62,037	66,082	67,321	70,771
10	70,099	71,434	75,874	77,235	81,010
11	71,862	73,231	77,782	79,177	83,047

### NURSES FY 2021 SALARY SCHEDULE

<u>STEPS</u>	<u>Bachelor</u>	<u>Bachelor+15</u>	<u>Masters</u>	<u>Masters +15</u>	<u>Masters +30</u>
1	43,359	44,586	46,501	47,736	49,282
2	45,488	46,730	49,002	50,242	51,929
3	47,620	48,868	51,487	52,732	54,564
4	49,556	50,792	53,772	55,010	56,980
5	51,685	52,925	56,260	57,508	59,624
6	53,622	54,857	58,491	59,755	62,045
7	56,136	57,409	61,462	62,738	65,192
8	58,265	59,508	63,534	64,801	67,722
9	60,782	62,037	66,082	67,321	70,771
10	70,099	71,434	75,874	77,235	81,010
11	73,299	74,695	79,338	80,761	84,708

\*Effective September 1, 2008, modify the Masters' column of the salary schedule by eliminating the words "masters equivalent" and provide that any member currently being paid pursuant to the "masters equivalent" shall be grandfathered and shall continue to receive Masters' column pay; and provide further that any member licensed prior to January 1998, who has not yet attained the "masters equivalent" column, shall be eligible for the Masters column with a master equivalency so long as the equivalency is attained by June 30, 2011.

The following exception will apply: Any teacher who is on the Master's column solely by virtue of a Master's Equivalency effective September 1, 2018 and who earns a Master's Degree by August 30, 2021 may apply up to 18 credits previously used to establish Master's Equivalency as well as any additional credits that are earned after establishing Master's Equivalency but are not credited as part of the Master's Degree to movement beyond the Master's Degree lane. All credits are subject to the provisions set

forth in Article VIII, Section C.1 (Professional Development and Educational Improvement) and Section I.D of this Appendix A.

Notwithstanding the requirement to provide credit information by April 1 preceding a salary column change (as set forth under Section I.E of this Appendix A) this exception shall apply retroactively to September 1, 2018 so long as the teacher provides notice to the Employer (along with the evidence described in Section I.D of this Appendix A if not previously submitted) within thirty (30) days of the ratification of this Memorandum of Agreement by both parties. When this thirty-day window expires, the teacher's next opportunity for a column change under this exception shall be September 2019 and shall be subject to the April 1 (and other submission dates) set forth in Section I.E of this Appendix A.

## **VIII. TUTORING & PROFESSIONAL DEVELOPMENT PRESENTER**

FY 19-21

\$41.76

The hourly rate of pay for Unit A members who are Professional Development Presenters for one-half or full-day professional development days will be at the rate of time and one-half (1 ½) the tutoring rate. In addition to the hours spent presenting, Professional Development Presenters will be paid for one (1) hour of preparation work for every two hours of presentation.

## **IX. COACHES**

- A. Coaching stipends will be paid within twenty-one (21) calendar days of the last interscholastic event, for which the coach is responsible, provided that the coach has submitted a completed checklist of responsibilities. Such checklist will be provided to each coach at least thirty (30) calendar days prior to the close of the regularly scheduled season. The failure of the delivery of the checklist at least thirty (30) calendar days prior to the close of the regular season shall not prevent the coach from receiving his/her stipend pursuant to the payment deadline herein stated.

Any formal evaluation of a coach by his/her supervisor shall be given to the coach within twenty-one (21) calendar days of the last interscholastic event for which the coach is responsible.

B. Salary Schedules:

**FY 19-21 VARSITY COACHES' SCHEDULE**

Classification:	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
A	6027	6495	6957	7425	7891
B	5297	5561	6027	6495	6957
C	4166	4632	5097	5561	6027
D	2773	3235	3701	4166	4632

**FY 19-21 ASSISTANT COACHES' SCHEDULE**

Classification:	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E 1st Asst.	4166	4400	4632	4862	5097
F	3701	3933	4166	4400	4632
G	3235	3469	3701	3933	4166
H 2nd Asst.	2773	3003	3235	3469	3701

**FY 19-21 MIDDLE SCHOOL COACHES' SCHEDULE**

\$1,418

**HIGH SCHOOL BOYS' SPORTS  
SALARY CLASSIFICATION**

BASEBALL  
Head Coach-C  
Assistant-G  
2nd Assistant-H

FOOTBALL  
Head Coach-A  
Varsity Assistant-E  
Assistant-F

TENNIS  
Head Coach-D  
2nd Assistant-H

BASKETBALL  
Head Coach-B  
Assistant-F

GOLF  
Head Coach-D  
2nd Assistant-H

TRACK  
Head Coach-C  
Assistant-G

CROSS-COUNTRY  
Head Coach-D  
2nd Assistant-H

ICE HOCKEY  
Head Coach-B  
Assistant-F

WRESTLING  
Head Coach-B  
Assistant-F  
2nd Assistant-H

WINTER TRACK

SOCCER

## **HIGH SCHOOL GIRLS' SPORTS SALARY CLASSIFICATION**

<b><u>BASKETBALL</u></b> Head Coach-B Assistant-F 2nd Assistant-H	<b><u>GYMNASTICS</u></b> Head Coach-B  <b><u>SOCCER</u></b> Head Coach-C Assistant-G 2nd Assistant-H	<b><u>SOFTBALL</u></b> Head Coach-C Assistant-G 2nd Assistant-H
<b><u>CHEERLEADING</u></b> Head Coach-D		<b><u>TENNIS</u></b> Head Coach-D
<b><u>FIELD HOCKEY</u></b> Head Coach-C Assistant-G 2nd Assistant-H Head Coach-C	<b><u>WINTER TRACK</u></b> Head Coach-C   Head Coach-C Assistant-G 2nd Assistant-H	<b><u>TRACK</u></b> Head Coach-C

### **X. EXTRACURRICULAR ACTIVITIES**

Employment as a professional employee by the Carver Public Schools as a member of Unit A as defined in Article I (Recognition) shall be a prerequisite for all positions set forth in Section IX. If no qualified professional employee within Unit A applies for a particular position, or in the event it becomes vacant following an appointment for the year, it may be filled by a person who is not a member of Unit A.

#### **A. Extracurricular Advisors**

<b>ADVISOR</b>	<b>FY 19-21</b>
<b>MHS</b>	
Band Dir. MS	\$2,386
Band (9-12)	\$4,042
Band, Stage (9-12)	\$2,552
Best Buddies	\$1,842
Best Buddies Asst.	\$1,290
Camp Bournedale Coordinator	\$3,144
Captains Council Advisor	\$1,518
Choral Dir. MS	\$2,386
Choral Advisor (9-12)	\$2,547
Class Advisor, Grade 6	\$1,626
Class Advisor, Grade 7	\$1,626

Class Advisor, Grade 8	\$2,494
Class Advisor Asst., Grade 8	\$1,746
Class Advisor, Freshman	\$1,627
Class Advisor, Sophomore	\$1,627
Class Advisor, Junior	\$3,197
Class Advisor Asst., Junior	\$2,238
Class Advisor, Senior	\$3,252
Class Advisor Asst., Senior	\$2,277
Culinary Advisor	\$1,843
Drama Club Advisor (6-8)	\$2,494
Drama Club Advisor	\$3,143
Drama Club Asst. Advisor	\$2,200
Drama Club Musical Director (9-12)	\$1,734
Environmental Science Club (6-8)	\$2,710
Environmental Science Club (9-12)	\$2,710
Gay/Straight Alliance Advisor (6-8)	\$758
Gay/Straight Alliance Advisor (9-12)	\$758
HS Student Activities Treasurer	\$2,577
International Advisor (9-12) (3-4 Days)	\$1,256
International Asst. Advisor (3-4 Days)	\$879
International Advisor (9-12) (5-10 Days)	\$2,059
International Asst. Advisor (5-10 Days)	\$1,441
Intramural Coordinator	\$2,494
Lead Mentor (CMHS)	\$1,008
Literacy Club Advisor (6-8)	\$1,084
Literacy Club Asst. Advisor (6-8)	\$758
Literary & Art Magazine Adv. Asst.	\$758
Literary & Art Magazine Advisor	\$1,084
Math Club Advisor (6-8)	\$1,409
Math Club Advisor (9-12)	\$1,409
Mock Trial/Debate Team	\$1,734
National Honor Society Advisor	\$2,059
Peer Helper/Peer Mediator	\$1,626
Robotics Club Advisor	\$1,409
SADD Advisor	\$1,067
School Newspaper Advisor	\$1,952
School Store Advisor	\$2,883
SLAM Poet Society	\$1,518
Student Council Advisor (9-12)	\$3,143
Student Council Advisor Asst. (9-12)	\$2,201
Student Government Advisor (6-8)	\$3,143

Unified Sports Advisor	\$1,734
World Language Honor Society	\$1,518
World of Difference	\$2,000
Yearbook Advisor (6-8)	\$1,409
Yearbook Advisor (9-12)	\$3,144
Yearbook Advisor Asst. (9-12)	\$2,200

CES	
CES Student Activities Treasurer	\$1,718
Choral Music Director	\$3,198
Coyote Chronicles Newspaper	\$1,192
Coyote Fit Club Advisor	\$1,518
Coyote Fit Club Advisor	\$1,518
Coyote Kids Club (Grades 1-2)	\$759
Coyote Kids Club (Kinder)	\$759
Elementary Band	\$3,198
Lead Mentor	\$1,008

MHS-DEPT Heads	
English	\$6,986
Guidance	\$6,986
Foreign Language and Allied Arts	\$6,986
Math	\$6,986
Science	\$6,986
Social Studies	\$6,986
SPED Dept	\$6,986

## **XI. SUMMER PROGRAMS: HOURLY COMPENSATION**

FY 19-21

\$40

**Tuition based (e.g., parent-funded) summer program for middle school students:** Hours worked will be calculated as the scheduled classroom time plus preparation ("prep") time at a ratio of one hour of compensated prep time to every three hours (or partial hours) of scheduled classroom time.

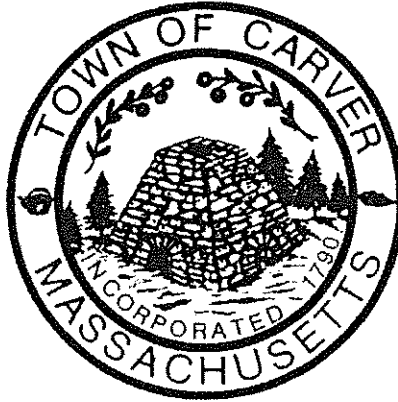
**District funded summer programs (e.g., Title I and Special education):** Hours worked will be calculated based on scheduled classroom time only.



## **APPENDIX B - COMMITTEES AND SPECIAL PROJECTS**

This Article refers to committees and/or special projects authorized by the Committee and/or the Superintendent.

- I. All participation in any committee or special project work will be on a voluntary basis by Employees.
- II. Any committee or special project that will involve remuneration to the participants must have the prior approval of the Superintendent, or designee. Any committee or special project initiated by management that involves remuneration will be announced in order that members of the bargaining unit may indicate their desire to participate. Participants will be chosen by the Superintendent or designee on the basis of interest and qualifications deemed to be best suited to the goals of the committee or special project. In addition, anyone participating in paid committee or special project work will be advised with respect to any remuneration prior to commencing his/her participation.
- III. Employees who wish to establish a committee or special project may do so by proposing said committee or special project in writing to the Superintendent, or designee. Any such committee or special project, as well as any associated remuneration must have prior approval of the Superintendent, or designee.
- IV. The decision of the Superintendent or designee relative to any committee or special project shall not be subject to arbitration.



# **CARVER PUBLIC SCHOOLS**

## **TEACHER EVALUATION PROCESS**

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**Teacher and Caseload Educator Contract Language**

May 2019

Approved: May 8, 2019

This is a combination of the suggested language from the Department of Elementary and Secondary Education (ESE), the Carver Public Schools' Administration (Administration), and the Education Association of Plymouth and Carver (EAPC).

Rubrics are adopted from the ESE. Forms are modified by the Administration and the EAPC.

A committee comprising Administration and EAPC members will reconvene for the purpose of reviewing the evaluation system no later than October 1<sup>st</sup>, 2020.

### **Your Team:**

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<b>Liza Bertram</b>	Teacher, Library   Media	Middle High School
<b>Christine Cabral</b>	Assistant Principal	Middle High School
<b>Paula Foley</b>	Associate Principal	Elementary School
<b>Scott Knief</b>	Superintendent	Carver Public Schools
<b>Tammy Johnson</b>	Teacher, Math	Middle High School
<b>Jacqui Perkins</b>	Teacher, English	Middle High School
<b>Amy Piekarski</b>	Therapist, Speech	Elementary School
<b>Kimberly Harkins</b>	Teacher, Grade 4	Elementary School
<b>Barbara Swanton</b>	Teacher, Grade 3	Elementary School
<b>Karen Teichert</b>	Director of Special Ed.	Carver Public Schools
<b>Michelle Taylor</b>	Director of Literacy	Carver Public Schools
<b>Erin Young</b>	Teacher   Dept. Chair, Math	Middle High School

On the advice of the evaluation and negotiation committees, major changes to the document will be subject to the ratification process.

## **Carver Teacher Evaluation Process**

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### **APPENDIX A: Timelines**

### **APPENDIX B: Forms Overview**

## 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. 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 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); and
  - ii. to assure effective teaching and administrative leadership, 35.01(3).

## 2. Definitions

- 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 at least 15 minutes in duration and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- e. **Educator(s):**  
Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- f. **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. A new assignment shall be defined as the first year working under a different educator's license.

ii. **Self-Directed Growth Plan:**

shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii. **Directed Growth Plan:**

shall mean a plan developed by the Educator and the Evaluator of 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 sixty (60) school days and no more than one school year for Educators with PTS who are rated "Unsatisfactory" with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated "Unsatisfactory" near the close of a school year, the plan may include activities during the summer preceding the next school year, but not required

g. **ESE:**

The Massachusetts Department of Elementary and Secondary Education.

h. **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").

i. **Evaluator:**

Any person designated by a superintendent who has primary or secondary 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. They complete all formatives for 1st Year Teachers or those on Directed Growth Plans and all summative evaluations. Primary Evaluators include: district-wide administrators, principals, assistant principals, associate principals.

ii. **Secondary Evaluator: (no more than 2)**

may supervise the Educator's progress through formative assessments, evaluates the Educator's progress toward attaining the Educator Plan goals, and make recommendations about the evaluation ratings to the Primary Evaluator at the end of the Educator Plan. Secondary evaluators include: district-wide administrators, principals, assistant principals, associate principals, department chairs.

- 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 predominant 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 Secondary Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- j. **Evaluation Cycle:**  
A five-component process that all Educators follow consisting of:
  - i. Self-Assessment;
  - ii. Goal-setting and Educator Plan development;
  - iii. Implementation of the Plan;
  - iv. Formative Assessment/Evaluation; and
  - v. Summative Evaluation.
- k. **Experienced Educator:**  
An educator with Professional Teacher Status (PTS).
- l. **Family:**  
Includes students' parents, legal guardians, foster parents, or primary caregivers.
- m. **Formative Assessment:**  
Teachers on a 1 Year Plan will receive a 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.
- n. **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.
- o. **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 (in the case of Directed Growth Plan and Improvement Plan), or by a team of educators. Team goals can be developed by grade- level or subject area teams, departments, or other groups of Educators who have the same role.

**p. Measurable:**

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

**q. Observation:**

The purpose of an observation is to promote growth and development of educators, and places student learning at the center of the process. An observation is:

- i. a data gathering process that includes literal notes and judgements made during one classroom or work site visit;
- ii. 15 minutes or more in length; and
- iii. for evaluative purposes and must result in feedback to the educator.

There are times evaluators will need to observe students, curriculum, classroom spaces, or provide general management of the building for the purpose of supporting students and staff. These classroom visits can be requested by the teacher or initiated by administration. Teachers will be informed of the purpose of the visit and information from that visit will not be written up as an observation.

**r. Parties:**

The Association and the School Committee are the parties to this agreement.

**s. Performance Rating:**

Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- i. **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.
- ii. **Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- iii. **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.
- iv. **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.

**t. 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.

**u. Professional Teacher Status:**

PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.



**v. 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); and
- vi. Attainment of Student Learning Goal(s).

**w. Rubric:**

A scoring tool that describes characteristics of practice or artifacts at different levels of performance. 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; and
- iv. **Descriptors:** Describes practice at four levels of performance for each element.

**x. 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.

**y. 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.

**z. 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.

**aa. Walk-Through:**

A walk-through is a non-evaluative observation of the classroom, which is less than 15 minutes. The purpose of the walk-through is for evaluators to:

- i. gain a sense of what is happening in the classroom;
- ii. be a presence in the building;
- iii. identify needs to help support staff and students;
- iv. give evaluators a chance to develop consistency; and
- v. provide feedback, if appropriate, but not necessary.

**3. Evidence Used In Evaluation**

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

**a. Judgments based on observations and artifacts of practice including:**

- i. unannounced observations;
- ii. announced observation(s) for non-PTS Educators in their first three years 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; and
- v. examination of teacher reflections.

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

- i. evidence compiled and presented by the Educator, including:
  1. 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; and
  2. evidence of active outreach to and engagement with families.
- ii. evidence of progress towards professional practice goal(s);
- iii. evidence of progress toward student learning outcomes goal(s);
- iv. student Feedback (*see #21*); and
- v. any other relevant evidence from any source that the Evaluator and Educator exchange.

**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 parties agree to the rubrics located in the appendix of the electronic version of this agreement.

**5. Evaluation Cycle: Training**

Any Educator hired after the November 1<sup>st</sup> date, and who has not already been trained, shall be trained on self-assessment and goal-setting within forty (40) school days of the date of hire.

**6. Evaluation Cycle: Annual Orientation**

By October 1<sup>st</sup>, the superintendent, principal or designee shall provide time for Educators and Evaluators to focus substantially on educator evaluation. All mandatory training or learning activities shall occur during the contractual work day.

**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 Secondary Evaluator a self-assessment as part of the Educator Plan by October 15<sup>th</sup> or within forty (40) school days of the start of their employment at the school.
- ii. The self-assessment includes:
  1. an analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility;
  2. an assessment of practice against each of the four Performance Standards of effective practice using the rubric located in the appendix of the electronic version of this agreement; and
  3. proposed goals to pursue:
    - a. At least one goal directly related to improving the Educator's own professional practice; and
    - b. At least one goal directed related to improving student learning.

**b. Proposing the goals**

- i. Educators who share responsibility for student learning and results 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 will meet with each Educator by October 1<sup>st</sup> (or within twenty (20) school days 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 in the district should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

- v. For Educators with PTS and ratings of “Needs Improvement” or “Unsatisfactory”, the professional practice goal(s) must address specific standards and indicators identified for improvement. 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 using evidence of Educator performance and student growth and achievement based on the Educator’s self-assessment and other sources that Evaluator shares with the Educator.
- c. Educator Plan Development Meetings shall be conducted as follows:
  - i. educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii. for those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within forty (40) school days of the start of their assignment in that school.
  - iii. the Evaluator shall meet individually with Educators who have 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 five (5) school days of its receipt and may include a written response within ten (10) school days, which shall be attached to the plan. 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 and/or Evidence – Educators without PTS**

- a. In the first year of practice or first year in the district:
  - i. the Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B; and
  - ii. the Educator shall have at least three (3) unannounced observations during the school year.

- b. In their second and third years of practice or second and third years in the district as a non-PTS Educator in the school:
  - i. the Educator shall have at least one (1) announced observation during the school year; and
  - ii. the Educator shall have at least two (2) unannounced observations during the school year.

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

- a. The Educator whose overall rating is proficient or exemplary must have at least two (2) unannounced observations during the evaluation cycle, one of which must be completed by the Primary Evaluator.
- 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 four (4) unannounced observations, two of which must be completed by the Primary Evaluator.
- c. The Educator whose overall rating is “Unsatisfactory” must be observed according to the Improvement Plan which must include both unannounced and announced observations. 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 no fewer than two (2) announced and four (4) unannounced observations, two of which must be completed by the Primary Evaluator. For Improvement Plans of six (6) months or fewer, there must be no fewer than one (1) announced and two (2) unannounced observations.

**11. Observations**

The Evaluator’s first observation of the non-PTS Educator shall take place by November 15<sup>th</sup>. Observations required by the Educator Plan shall be completed by May 15<sup>th</sup>. By mutual agreement with the Educator, The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

- a. Unannounced Observations
  - i. Unannounced observations can be anywhere from 15 minutes (required) up to a full class period.
  - ii. The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by secure electronic transmissions, placed in the Educator’s mailbox or mailed to the Educator’s home. Either the Evaluator or Educator can request a meeting within five (5) school days of receipt of written feedback of an unannounced observation. The Educator may respond in writing.
  - iii. Any observation or series of observations resulting in one or more standards documented 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 twenty (20) school days.

**b. Announced Observations**

- i. All non-PTS Educators in their first, second, and third year in the district, and PTS Educators on Improvement Plans shall have at least one announced observation per Evaluation Cycle. Other educators, by mutual agreement with the evaluator, may have at least one announced observation.

- ii. 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.

- 1. Within five (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.
  - a. The Evaluator may request relevant documentation be brought to the pre-observation conference.
  - b. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- 2. Within five (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 twenty-four (24) hours if possible.
- 3. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the

Educator's practice was found to be "Unsatisfactory" or "Needs Improvement", the feedback must:

- a. Describe the basis for the Evaluator's judgment.
  - b. Describe actions the Educator should take to improve his/her performance.
  - c. Identify support and/or resources the Educator may use in his/her improvement.
  - d. State that the Educator is responsible for addressing the need for improvement.
  - e. The Educator may respond to the written feedback in writing within five (5) school days of receiving the feedback. The Educators responses shall be attached.
- 4. Not all indicators on the rubric may be observed during one class or lesson.

**c. Number of Evaluations**

- i. Educators with non-PTS in year 1 will have one (1) announced observation prior to November 15<sup>th</sup> and three (3) additional unannounced observations by the end of the evaluation cycle, one (1) of which must be completed by the Primary Evaluator.
- ii. Educators with non-PTS in year 2 or 3 will have one (1) announced observation prior to November 15<sup>th</sup> and two (2) unannounced observations by the end of the evaluation cycle, one (1) of which must be completed by the Primary Evaluator.

- iii. Educators on a Self Directed Growth Plan will have a minimum of two (2) observations per cycle, one (1) by a Primary Evaluator, with a maximum of four (4) observations per cycle (2 per year), as long as a no observation is deemed as “Needs Improvement” or “Unsatisfactory”.

## **12. Evaluation Cycle: Formative Assessment - 1 Year Plan**

- 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 unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice and examination of artifacts in relation to the Standards and Indicators of Effective Teaching Practice and educator goals.
- b. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed.
- c. The Formative Assessment report provides written feedback to the Educator on his/her progress towards attaining the goals set forth in the Educator Plan and a summary of overall performance against the standards.
- d. By January 15<sup>th</sup>, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator’s performances against the four Performance Standards.
- e. The Evaluator and the Educator will meet prior to the completion of the Formative Assessment Report and no later than February 1<sup>st</sup>.
- 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 provided to the Educator no later than the day following February vacation and delivered face-to-face, by secure electronic transmissions, or to the Educator’s school mailbox or home.
- g. The Educator may respond in writing to the Formative Assessment report within five (5) school days of receiving the report. The Educator’s response shall be attached to the Formative Assessment Report.
- h. The Educator shall sign the Formative Assessment report within five (5) school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
- i. As a result of the Formative Assessment Report, the Evaluator, with Educator input, may change the activities in the Educator Plan.
- j. After the Formative Assessment and upon request of the Educator, another trained Evaluator shall be assigned to perform a formal observation to be used as evidence in the Educator’s Summative Evaluation.

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

- a. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than June 10<sup>th</sup>. 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. If the evaluator is assigning a rating in any standard or overall that differs from the prior summative ratings, written feedback is required in areas that have changed.
- c. The Educator shall provide to the Evaluator evidence of progress on attaining professional practice and student learning goals no later than the day before April vacation.
- 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 secure electronic transmissions, or to the Educator's school mailbox or home.
- e. The Evaluator and the Educator will meet before the completion of the Formative Evaluation Report and no later than June 5<sup>th</sup>.
- f. The Educator may respond in writing to the Formative Evaluation report within five (5) school days of receiving the report. The Educator's response shall be attached to the Formative Evaluation Report.
- g. The Educator shall sign the Formative Evaluation report by within five (5) school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
- h. As a result of the Formative Evaluation report, the Primary Evaluator, with educator input, 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 Primary Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- j. After the Formative Evaluation and upon request of the Educator, another trained Evaluator shall be assigned to perform a formal observation to be used as evidence in the Educator's Summative Evaluation.

**14. Evaluation Cycle: Summative Evaluation**

- a. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 10<sup>th</sup>.



- b. The Primary 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. The summative evaluation rating must be based on evidence from multiple categories of evidence.
- e. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- f. No later than the first day before April vacation, the Educator will provide to the Primary Evaluator evidence of the Educator's performance against the four Performance Standards and progress on attaining professional practice and student learning goals.
- g. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- h. The Primary Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by secure electronic transmission or to the Educator's school mailbox or home no later than June 10<sup>th</sup>.
- i. The Primary Evaluator shall meet with the Educator no later than June 5<sup>th</sup> to discuss the Summative Evaluation.
- j. If the educator is rated "Needs Improvement" or "Unsatisfactory" in the Summative Evaluation, they may request another trained evaluator be assigned by the Superintendent to perform as the Primary Evaluator in the next evaluation cycle.
- k. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- l. The Educator shall sign the final Summative Evaluation report by June 15<sup>th</sup>. The signature does not indicate agreement or disagreement with its contents.
- m. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- n. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

- d. the rationale for the project;
  - e. the anticipated impact on students;
  - f. the anticipated end result; and
  - g. the action steps.
- ii. The educator's student learning goal and professional practice goal must be tied to the project.
- iii. The educator's evidence is the completion of the project - not based on initial hypothesis. Action steps must be completed and the educator must be reflective.
- iv. Formative would be a reflection on goals.
- v. Educators will have 2 observations (that could be related to the project) during the 2 year cycle.
- vi. Project must be approved by the Superintendent and the team of evaluators by October 15<sup>th</sup>.

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

- a. A Directed Growth Plan shall mean a plan developed by the Educator and the Primary Evaluator of one school year or less for Educators with PTS who are rated "Needs Improvement".
- b. The goals in the Plan must address areas identified as needing improvement as determined by the Primary Evaluator.
- c. The Primary Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15<sup>th</sup>.
- d. If the Primary Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a 2 Year Self-Directed Growth Plan.
- e. If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Primary Evaluator will continue the Directed Growth Plan for a period of not less than 60 school days and not more than one school year.
- f. If the Primary Evaluator determines that the educator is not making substantial progress towards proficiency, the Evaluator will place the Educator on an Improvement Plan for the next Evaluation Cycle.

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

- a. An Improvement Plan is for those Educators with PTS whose overall rating is "Unsatisfactory".
- b. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as "Unsatisfactory" on an Improvement Plan of no fewer than sixty (60) school days and no more than one school year. In the case of an Educator receiving a rating of "Unsatisfactory" near the close of one school year, the Improvement Plan may include, but not require, 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 Primary Evaluator (see definitions). The Primary Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- e. Each Educator on an Improvement Plan shall be assigned a trained mentor.
- f. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and it will detail the improvement goals to be met, the activities the Educator must take to improve, and the assistance to be provided to the Educator by the district.
- g. The Improvement Plan process shall include:
  - i. within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Primary Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Primary Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator;
  - ii. the Educator may request that a representative of the Association attend the meeting(s); and
  - iii. if the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- h. The Improvement Plan shall:
  - i. define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii. describe the activities and work products the Educator must complete as a means of improving performance;
  - iii. describe the assistance and resources that the district will 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 Primary Evaluator and a trained mentor;
  - vii. include the signatures of the Educator and Primary Evaluator; and
  - viii. if there is no agreement on the contents of the plan, the Educator, with Association representation if desired, may submit the issue to the Superintendent for approval.

- i. A copy of the signed Improvement Plan shall be provided to the Educator. The signature does not indicate agreement or disagreement with its contents. The Educator may respond in writing to the Improvement Plan within ten (10) school days of receiving the plan. The educator's response shall be attached to the Improvement Plan.
- j. Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i. All determinations below must be made no later than June 1<sup>st</sup>. One of these decisions must be made at the conclusion of the Improvement Plan:
    - 1. if the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a 2 Year Self-Directed Growth Plan;
    - 2. if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan;
    - 3. if the Evaluator determines that the Educator's practice remains at the level of "Unsatisfactory", and the Improvement Plan is less than one (1) year, the Evaluator shall recommend to the superintendent that the Educator be placed on another Improvement Plan, or be dismissed; or
    - 4. if the Evaluator determines that the Educator is not making substantial progress toward proficiency the Evaluator shall recommend to the superintendent that the Educator be dismissed.

## **20. Career Advancement**

- a. 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<sup>st</sup>. 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 may be recognized by the district through collective bargaining where applicable.

## **21. Using Student Feedback in Educator Evaluation**

Each teacher may administer student surveys on a yearly basis. Teachers may include the results of those student surveys as a piece of evidence for their formative and summative evaluations. Student

survey data will be used to inform professional practice, guide goal setting, and stimulate dialog with their Evaluator.

## **22. Using Staff Feedback in Administrator Evaluation**

Faculty and staff will be asked on a yearly basis for feedback and/or complete a survey designed to inform the Administrator's Evaluation. All participation by faculty and staff is confidential.

### **23. General Provisions**

- a. Only the following who are licensed may serve as Primary Evaluators of Educators: district-wide directors, principals, assistant principals, associate principals.
- 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 ensure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- d. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of "Unsatisfactory", the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. At the request of the Educator, an Association Representative shall attend any such meeting.
- e. Upon the request of the Superintendent or the EAPC a joint labor-management evaluation team shall be established to review the evaluation processes and procedures to recommend adjustments to the parties.
- f. Walkthroughs are not observations for the sake of this evaluation system. There are no limits on the number of walkthroughs that can be conducted, provided that all educators in a school shall have a similar number of such visits.
- g. Violations of this article are subject to the grievance and arbitration procedures.

**EDUCATOR: 1ST YEAR TEACHERS**

**Activity:**

**Completed By:**

Superintendent, Principal or designee meets with new evaluators and educators to explain evaluation process.	<b>September 15</b>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process.	<b>October 1</b>
Educator submits Educator Plan within forty (40) school days of the start of the Educator's employment if hired after September 15.	see description
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year) or within forty (40) school days of the start of their employment or assignment to a new school.	<b>October 15</b>
Evaluator signs off on Educator Plan.	<b>November 1</b>
The Educator shall sign the Educator Plan within five (5) days of its receipt and may include a response within ten (10) school days.	see description
Evaluator should complete first observation of Non-Professional Status (NPST) Educator.	<b>November 15</b>
Educator submits evidence on progress on goals and self-reflection on Standards 3 & 4.	<b>January 15</b>
Evaluator holds Formative Assessment Meeting.	<b>February 1</b>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on One Year Educator Plans.	<b>Day after Feb. Vacation</b>
Educator submits evidence on goals and all 4 standards.	<b>Day before April Vacation</b>
Evaluator completes unannounced observation(s).	<b>May 15</b>
Evaluator meets with Educator to discuss progress towards meeting goals and standards.	<b>June 5</b>
Evaluator completes Summative Evaluation Report.	<b>June 10</b>
Educator signs the Summative Evaluation Report and adds response, if any, within 5 days of receipt.	<b>June 15</b>

**EDUCATORS: ONE YEAR PLAN** (including all NPST)

**Activity:**

**Completed By:**

Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year) or within forty (40) school days of the start of their employment or assignment to a new school.	<b>October 15</b>
Evaluator signs off on Educator Plan.	<b>November 1</b>
The Educator shall sign the Educator Plan within five (5) days of its receipt and may include a response within ten (10) school days.	see description
Evaluator should complete first observation of Non-Professional Status (NPST) Educator.	<b>November 15</b>
Educator submits evidence on progress on goals and self-reflection on Standards 3 & 4.	<b>January 15</b>
Evaluator holds Formative Assessment Meeting.	<b>February 1</b>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on One Year Educator Plans.	<b>Day after Feb. Vacation</b>
Educator submits evidence on goals and all 4 standards.	<b>Day before April Vacation</b>
Evaluator completes unannounced observation(s).	<b>May 15</b>
Evaluator meets with Educator to discuss progress towards meeting goals and standards.	<b>June 5</b>
Evaluator completes Summative Evaluation Report.	<b>June 10</b>
Educator signs the Summative Evaluation Report and adds response, if any, within 5 days of receipt.	<b>June 15</b>

**EDUCATOR: TWO YEAR PLAN**

**Activity:**

**Completed By:**

Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year) or within forty (40) school days of the start of their employment or assignment to a new school.		<b>October 15</b>
Evaluator signs off on Educator Plan.		<b>November 1</b>
The Educator shall sign the Educator Plan within five (5) days of its receipt and may include a response within ten (10) school days.		see description
Evaluator completes unannounced observation(s).		<b>May 15</b>
<b>YEAR 1 OF 2</b>	Educator submits evidence on goals only.	<b>Day before April Vacation</b>
	Evaluator conducts Formative Evaluation meeting.	<b>June 5</b>
	Evaluator completes Formative Evaluation Report.	<b>June 10</b>
	Educator signs the Formative Evaluation Report and adds response, if any within 5 days of receipt.	<b>June 15</b>
<b>YEAR 2 OF 2</b>	Educator submits evidence on goals and all 4 standards.	<b>Day before April Vacation</b>
	Evaluator conducts Summative Evaluation meeting.	<b>June 5</b>
	Evaluator completes Summative Evaluation Report.	<b>June 10</b>
	Educator signs the Summative Evaluation Report and adds response, if any, within 5 days of receipt.	<b>June 15</b>



- **Educator Plan Form:**

This form is intended to be used in support of Self Assessment, Goal Setting and Plan Development.

- Self-Assessment: The educator's initial step of the cycle used to support Goal Setting and Plan Development.
- Goal Setting: Individuals and teams may use this section of the form to propose goals (a minimum of one student learning goal and one professional practice goal.) If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten.
- Plan Development: It will either be completed by the educator for a Self-Directed Growth Plan, by the educator and the evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the evaluator for an *Improvement Plan*.

- **Educator Evidence Form:**

This form is intended to be used to support the educator in collecting evidence of his/her practice. It will be completed by the educator and shared with the evaluator prior to Formative Assessment/Evaluation and Summative.

- **Formative Assessment – Mid Year 1 Year Plan Form:**

This form is intended to be used in support of an educator's formative assessment at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Educators sign off to indicate that they have received a copy of the report.

- **Formative Evaluation Report for Teachers in Year 1 of a 2 Year Self-Directed Growth Plan Form:**

This form is intended to be used in support of an educator's formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the evaluator. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating. If there is a change in rating, evaluators must provide comments on each of the standards that changed briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering feedback. Educators sign off to indicate that they have received a copy of the report and may provide a written response.

- **Summative Evaluation Report Form:**

This form applies to all Educator Plans. It will be completed by the Primary Evaluator. The evaluator must complete all sections, which are: "Attainment of Student Learning Goal(s)," "Attainment of Professional Practice Goal(s)," "Rating on each Standard," "Overall Performance Rating," and "Plan Moving Forward." Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering feedback. Educators sign off to indicate that they have received a copy of the report and may provide a written response.

- **Observation Form:**

This form is intended to be used by the evaluator during and after observations.