

COLLECTIVE BARGAINING AGREEMENT

between the

WESTPORT SCHOOL COMMITTEE

and the

WESTPORT FEDERATION OF TEACHERS,
LOCAL 1906, AFT, MA, AFL-CIO

September 1, 2021 to August 31, 2024

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made by the School Committee of the Town of Westport (hereinafter referred to as the School Committee) and the Westport Federation of Teachers, Local 1906, American Federation of Teachers, Massachusetts, AFL-CIO (hereinafter referred to as the Federation).

The collective bargaining agreement dated September 1, 2021, through August 31, 2024 is hereby extended through and including August 31, 2024.

ARTICLE I - PRINCIPLES OF AGREEMENT

1. Recognizing that the prime purpose of the parties is to provide education of the highest possible quality for the children of Westport, and that good morale within the teaching staff of Westport is essential to the achievement of that purpose, we, the undersigned parties to this contract, declare that:
 - a. Under the law of Massachusetts, the Committee, elected by the citizens of Westport, has final responsibility for establishing the educational policies of the public schools of Westport;
 - b. The Superintendent of Schools of Westport (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
 - c. The teaching staff of the public schools of Westport has responsibility for providing in the classrooms of the schools, education of the highest possible quality.
2. Fulfillment of these respective responsibilities can be facilitated and supported by the 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.
 - a. The negotiating team for the 2021-2024 contract has sought to incorporate the following goals into the agreement:
 1. Enhance and facilitate teaching and learning for everyone in the school community.
 2. Show regard for community attitudes and concerns about our schools.
 3. Show concern for the financial welfare of teachers and for the financial welfare of the entire district.
 4. Show concern for the physical and emotional well-being of all members of the school community.
 5. Create and enhance processes for teachers to become partners in school development.
 6. Commit to continuing reform and reevaluation of the Westport Community Schools.
 7. Write and use contract language that is clear and easy to read.

ARTICLE II - COMMITTEE RIGHTS AND RESPONSIBILITIES

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 nothing in this Agreement shall derogate from those powers and responsibilities. The Committee retains those rights, powers, and duties it now has, may be granted, or have conferred upon it by the General Laws of the Commonwealth. The parties agree that, except as may be specifically relinquished, abridged, or limited by a term of this Agreement, the Committee retains, whether exercised or not, all such rights. Except when it can be clearly shown that action taken by the Committee is in violation of a specific provision of this Agreement, the Committee's action to manage the school system and direct the work forces shall not be the subject of a grievance or arbitration proceeding hereunder. In addition, the Committee shall have the sole rights, responsibilities and prerogatives including, but not limited to the following:

To determine the care, maintenance and operation of its equipment and property; To establish policies, rules and regulations for the conduct of the Committee business and to change them in accordance with Chapter 150E; To determine work assignments and duties and to discontinue them; To determine the number and types of employees; To determine the job content and standards of productivity and performance for work and to evaluate performance; To hire, transfer, promote, lay-off, terminate or otherwise discipline, reduce hours and/or work, and train employees; To establish work schedules and hours of work; To maintain discipline, order and efficiency; To determine the competency and qualifications of teachers. All of these rights are subject to any specific provisions of this agreement.

ARTICLE III - FEDERATION RIGHTS AND RESPONSIBILITIES

A. Fair Practices

1. As sole collective bargaining agent, the Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, disability, sexual orientation, gender, age, or marital status. The Federation will represent equally all persons without regard to membership, participation in or activities in any employee organization.
2. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, disability, sexual orientation, marital status or participation in, or association with, the activities of any employee organization.

B. Distribution of Material

The Federation shall have the right to place material in the mail boxes of teachers.

The Federation shall be the only labor organization to have the right to place materials in the mailboxes of all bargaining unit members.

The Federation shall be permitted to post official notices of activities and meetings of Federation concern on the district's electronic bulletin board, and shall be granted the use of the district internal communication systems(s) for the purpose of posting the ratified collective bargaining agreement and other subjects that have a mutual benefit to the educational system.

In each building, the Federation shall have a bulletin board (furnished by the WFT and limited in size to four (4) feet square).

C. Protection of Individual and Group Rights.

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representatives, from meeting with any teacher for expression of the teacher's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation or negotiation with the Federation. Nothing contained herein shall be construed to permit any organization other than the Federation to appear in an official capacity in the processing of a grievance.

D. Dues Deductions

The Committee agrees to deduct dues for the Westport Federation of Teachers from the salaries of its employees and to transmit the monies to the Federation Treasurer. Teacher authorization will be in writing in the form set forth below:

DUES AUTHORIZATION CARD
NAME _____
ADDRESS _____ _____
Effective _____, I hereby request and authorize the Westport School Committee to deduct from my earnings an amount sufficient to provide for regular payments of the membership dues in ten (10) equal installments for the present year and for succeeding school years. This amount shall be paid to the Treasurer of the Westport Federation of Teachers, Local 1906, AFT, MA, AFL-CIO. These deductions may be terminated at any time by me by written notice or upon termination of my employment.
Dated _____
Teacher's Signature _____

If the Federation changes the rate of its membership dues, thirty (30) days written notice shall be provided prior to the effective date of such change.

Deductions referred to above will be made in ten (10) equal monthly installments on the second pay day of each month during the school year.

No later than September 30th of each year, the Committee will provide the Federation with a list of the employees who have voluntarily authorized the Committee to deduct dues.

The Federation agrees that the Treasurer of Local 1906 shall be bonded as required by law.

E. *“This Section has intentionally been left blank.”*

F. No Federation Activity on School Time

Except as provided herein, the Federation agrees that no teacher will engage in Federation activity during the entire length of the school day. No material, equipment or supplies belonging to the Town of Westport shall be used in any political campaign or Union activity whatsoever.

G. Information

The Committee shall make available to the Federation, upon its reasonable request, all public information relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

H. Agreement Copies Available

The Federation and the School Committee will each pay one-half (1/2) of the cost of printing the Agreement and will distribute copies of the printed Agreement to all personnel including newly employed teachers, administrators, and the School Committee.

I. Existing Laws and Regulations

The rights and benefits of persons provided herein are in addition to those provided by Town, State and Federal law, rule or regulation.

J. Time Allowed for Federation Negotiations

1. The Principal shall recognize the Federation Building Representative as the official representative of the Federation in the school.
2. The Principal shall meet with the Federation Building Representative no more than once a month at a mutually agreed time after school hours to discuss building problems and policies. Both parties shall submit items for the agenda.
3. The discussion of other matters, as agreed upon for discussion by the Principal and the School Federation Representative, is not precluded by the above.
4. However, the Principal and the School Committee do not have the authority to reach any decision which changes this Agreement or any established School Committee policy or procedure.

5. A committee of Federation representatives, not to exceed more than three (3) members, shall meet after school hours once a month with the Superintendent of Schools during the school year. Both parties may submit items for the agenda.

K. Certification List

On or before March 1st of each year the school department shall furnish the Federation with a list of its best information as to current certifications held by each teacher.

L. Orientation and Convocation Sessions

During orientation and convocation sessions the Federation will be afforded thirty (30) minutes meeting time with unit members. The Superintendent will determine the time the Union will be able to meet with unit members during the meeting. Non unit members shall not be present during this time.

ARTICLE IV - RECOGNITION, JURISDICTION, DEFINITION

A. Federation Recognition

1. The Westport School Committee recognizes the Westport Federation of Teachers, local 1906, American Federation of Teachers, Massachusetts, AFL-CIO, as the exclusive bargaining representative for all employees in Unit A of the Westport School Department whose duties are primarily those of a classroom teacher.
2. Guidance counselors, school psychologists, part time teachers, school adjustment counselors, library-media specialists, long-term substitutes (who teach more than 20 consecutive days), school nurses, and Title I teachers shall be included in the recognition clause.

B. Definition

The term "school" as used in this Agreement, refers to any work location or functional division or group to which any member of the bargaining unit is assigned.

The term "Committee" as used in this Agreement, refers to the Westport School Committee and the school administrative organization.

The term "Principal" as used in this Agreement, refers to the administrative head of the school.

The term "teacher" as used in this Agreement, means a person employed by the Committee in the bargaining unit as defined in Article I-A above.

The term "Federation Building Representative" as used in this Agreement, shall mean a teacher in a school designated by the Federation as its agent. There shall be two such representatives in each school.

The term "parties" as used in this Agreement, means the Westport Federation of Teachers, Local 1906, American Federation of Teachers, AFL-CIO, and the Westport School Committee.

Whenever the singular is used in this Agreement, it is to include the plural as appropriate.

The above definitions shall not refer to Federal projects which are not a part of the regularly scheduled daily curriculum of the school system.

C. Professional Consultations

In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions, systematically and periodically collated and expressed, are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Westport School System; and in recognition of the Federation's knowledge of the ideas and opinions of the teachers, the parties agree that a Professional Consultation procedure should be established to be operative during the term of this Agreement.

This procedure is not intended to replace the grievance or arbitration procedures set forth herein or to make any matter a mandatory subject of discussion at any time other than at consultations that would not be a mandatory subject of discussion in the absence of the provisions of this Section.

Consultation sessions will be scheduled with the Committee once every two months upon written request of the Federation. They will be the primary item on the agenda for that evening and up to two hours will be reserved for that section of the agenda. The subject matters may include any item of concern or interest to the Federation. Two weeks prior to the date scheduled for the consultation, the Federation will submit a written agenda of subjects about which it desires to consult at the meeting with the Superintendent of Schools. The consultation will be confined to the subjects on that agenda. In order to expedite the procedure, a preliminary meeting will be held between representatives of the Federation (normally not to exceed 3 in number) and the Superintendent and/or his/her designee to review the agenda items. If a satisfactory understanding is reached with respect to certain items, the content (or withdrawal) of these will be reported to the Committee by the Superintendent on the date set for the consultation meeting.

ARTICLE V- GRIEVANCE PROCEDURES AND ARBITRATION

A. Definitions

A grievance is defined as a complaint by an employee or the Federation which is based upon an alleged violation of the interpretation or application of the provisions of this Agreement.

A grievance shall not be any matter regulated by Federal or State Law, nor any matter which the School Committee does not have complete and final authority to implement or abide by a decision under the final and binding arbitration.

The time limits in this article may be extended by mutual agreement. Grievances may be initiated at the level at which the violation of the Agreement occurred.

B. Adjustment of Grievances

Level 1.

- a. A teacher, who is involved with, or subject to the alleged grievance, or a federation representative, must present the subject matter of the grievance in writing to the principal within (10) working days of an act or condition which is the basis of his/her or its complaint. The failure to provide notice within ten (10) working days shall preclude said complaint and foreclose any right under the grievance procedure.
- b. The Principal shall convey his/her decision in writing to the aggrieved teacher, or, if the Federation represents him/her, to the Federation representative within ten (10) working days after the meeting on the complaint.

Level 2.

- a. If the grievance is not resolved at Level 1, the Federation alone shall have the right to appeal from the decision of Level 1 to the Superintendent of Schools within ten (10) working days after the decision of the Principal has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 1.
- b. The Superintendent of Schools shall meet with a representative of the Federation with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least two (2) working days' notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the Principal of the school. The Principal of the school may be present at the conference and state his/her views.
- d. The Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and to the Federation representative who participated at this level within ten (10) working days.
- e. The Principal of the school shall also receive a copy of any decision at this Level from the Superintendent.

Level 3.

- a. Level III shall not apply to disciplinary matters.
- b. The Federation alone shall have the right of appeal to the School Committee within ten (10) working days after the decision of the Superintendent of Schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.
- c. The School Committee shall meet with the aggrieved employee and the appropriate Federation representative. Both the teacher and the Federation representative shall be given at least two (2) working days' notice of the conference and an opportunity to be heard.
- d. Notice of the conference shall also be given to the Superintendent and Principal who may be present at the conference and state their views.
- e. The School Committee shall communicate its decision in writing, together with the supporting reasons, to the Federation representative who participated at this level within ten (10) working days after the hearing between the parties.
- f. The Superintendent and the Principal shall also receive a copy of any decision at this level.

Except during the months of July and August, grievances will be heard by the School Committee within fourteen (14) days.

Level 4.

A grievance dispute which was not resolved at the level of the School Committee under the Grievance Procedure may be submitted by the Federation to arbitration. The proceeding may be initiated by filing with the School Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) working days after receipt of the decision of the School Committee, under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his/her written decision not later than thirty (30) calendar days from the date of the close of the hearings. The decision of the arbitrator shall be accepted as final by the Parties to the dispute and both will abide by it. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be without power to make any decision in conflict with the laws of the Commonwealth of Massachusetts. Any arbitration award may be appealed in accordance with state and/or federal law.

The School Committee agrees that it will apply to all substantially similar situations the decisions of the arbitrator sustaining a grievance, and the Federation agrees that it will not represent any teacher in any grievance which is substantially similar to a grievance denied by the decision of the arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

A teacher who misses school as a result of a required attendance at a grievance hearing, an arbitration hearing, an administrative hearing before a state board or a court hearing shall not lose any pay provided such attendance is required by the Committee or the Town of Westport, or the teacher's attendance as a witness is required by the Commonwealth in a juvenile or criminal proceeding, arising out of an assault or similar incident in the course of the teacher's employment. Other absences for such hearings shall be at the teacher's own expense.

The Committee and the Federation shall use their best efforts to schedule such hearings after school. If despite such efforts an arbitration is scheduled during school time, one union representative and the grievant may attend without loss of pay provided the Federation reimburses the Committee for the pay of two substitute teachers at the established per diem rate.

ARTICLE VI- FRINGE BENEFITS

A. Health Benefits

The Committee shall provide at least fifty percent (50%) of the health benefit coverage payments until the Town of Westport votes in favor of an increase.

B. Life Insurance

The Committee shall provide fifty percent (50%) of the cost of a \$4,000 life insurance policy. (Note: The present fifty percent (50%) of the cost of the above plan (B) Life Insurance shall continue in effect until the Town of Westport votes in favor of an increase.)

C. Pension

All employees covered by this Agreement shall be members of the Massachusetts Teachers Retirement plan. Eligibility for said Pension is determined by the Massachusetts Teachers Retirement System standards.

D. Worker's Compensation

1. The Committee agrees to provide coverage for the teachers in the bargaining unit under the terms of the Massachusetts Worker's Compensation Act, General Laws of the Commonwealth, Chapter 152.
2. Employees who are receiving Workers' Compensation pay may supplement that amount up to their regular week's pay. Deductions will be made from the employee's

sick leave until those benefits are exhausted. After that, there will be no supplemental pay beyond what is received as Workers' Compensation pay.

3. The staff member's per diem rate shall be calculated by dividing their yearly salary by 183 days.
4. The difference of workman's compensation for a biweekly period shall be subtracted from the member's standard biweekly gross pay. This amount will be the amount of supplemental pay to be deducted from sick time.
5. The amount of supplemental pay will be divided by the member's per diem rate to calculate the amount of sick time (rounded to the nearest 1/4 day) needed to supplement each workman's compensation pay.
6. As workman's compensation does not account for the number of 'work days' in each pay period, all supplemental pay will be calculated in this manner. Therefore, sick time will be used regardless of holidays, vacations, or any other non-work days within the pay period.

E. Tax-Free Annuity

Teachers shall be allowed to take advantage of the federal law concerning tax-free annuities, and may make payments for said purpose by payroll deductions.

ARTICLE VII- WORKING CONDITIONS

A. Teaching Load, Teaching Programs

1. Teachers may express to the principal through email and/or written letter their preference of grade level, subject, department, and assignment. Whenever possible, organizational assignments shall be presented to teachers by June 1, of each school year. When circumstances warrant a program change during the summer months, the teacher or teachers involved shall be informed by letter and email at the teacher's address, listed with the Superintendent. (Note: Does not apply to Nurses).
2. High school and Middle school teachers will not be required to teach more than three (3) different subjects except in those cases where substantial difficulty is experienced in distributing teaching assignments. (Note: Does not apply to Nurses).
3. Academic subject area teachers at the High School will not be assigned more than six (6) class periods per day exclusive of lunch, homeroom, activity, and preparation period. (Note: Does not apply to Nurses).
 - a. This provision shall be re-negotiated at the request of either party to the Agreement if a new type of scheduling is adopted.

4. The Administration will schedule classroom teachers with a preparation period forty (40) consecutive minutes per day.

Every effort will be made to obtain substitute teachers. In the event such effort fails to provide a substitute, teachers who volunteer to serve as substitutes during their preparation period shall be paid fifteen (15) dollars for each class covered.

Teachers may have their names added to or removed from the list of volunteers at any time.

5. Assignment of teachers to supervisory duties during the school day shall be done fairly and equitably. (Note: Does not apply to Nurses).
6. Student-Teacher Ratio:

In seeking a quality education for all students, the School Committee and the Federation recognize that class size is an important factor. Whenever possible, the School Committee and Federation will develop strategies to align student-teacher ratios with best practice, research, and knowledge.

7. Nothing in this section shall prohibit principals from rearranging teaching assignments to accommodate for short term building emergencies, student field trips, special projects, and/or assemblies.
8. Any time a teacher is transferred to another building, the school district will assist in the move.

B. Extra-Curricular Activity

Teacher participation in extra-curricular activities will be voluntary.

C. Parent-Teacher Conferences

Parent-Teacher Meetings - We are committed to improving parent-teacher relationships. All teachers shall be required to attend three (3) parent-teacher evenings per year for conferences, open house meetings, or some other type of program based on input from the school community. In addition to the required evenings, all teachers shall be required to attend one (1) parent-teacher meeting in the afternoon. The times for the afternoon parent-teacher meetings shall be as follows: WES - 3:15 p.m. to 5:15 p.m.; Macomber 3:30 p.m. - 5:30 p.m.; Middle - 2:15 p.m. - 4:15 p.m.; High School - 2:20 p.m. - 4:20 p.m.

D. Teacher Files

1. Teacher files shall be maintained under the following circumstances:
 - a. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's files by the administrator unless the teacher is sent a dated copy at the same time.

- b. The teacher shall have the right to submit a response within ten (10) working days to the statement. The teacher's answer shall also be included in the teacher's files.
 - c. Upon request, a teacher shall be given access to his/her file without delay.
 - d. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file. The administration may impose a ten cent charge per page for copying said material when the reproductions requested consist of more than five pages of copy paper.
 - e. All derogatory material shall be placed in a teacher's personnel file in the Superintendent's office within fifteen (15) calendar days of any alleged infraction from the time it is known by an administrator except Sundays, holidays and vacations. Positive correspondence shall be placed in the teacher's file within the same time period.
- 2. Derogatory written statements or reports kept by administrators at the school level are subject to the same provisions as official teachers' files.
 - 3. Official grievances filed by any teacher under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file of any teacher; nor shall such grievance become a part of any other file or record is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

E. Duty-Free Lunch Period

Teachers shall be provided with a duty-free lunch period of at least thirty (30) minutes.

F. Notices and Announcements

- 1. A copy of the School Committee Policy Manual shall be posted on the School Department's website.
- 2. All teachers' bulletins shall be posted on school bulletin boards for the inspection of teachers.
- 3. The Annual Town Report shall be posted on the School Department's website by May 31st, provided it has been made available by Town Hall.
- 4. A copy of current teaching programs, non-teaching assignments, administration and preparation periods shall be available at each school.

G. Assistance in Assault Cases

The teacher or his/her representative shall make a detailed report to the principal within the next working day after any assault or assault and battery.

Principals will immediately report in writing to the Superintendent all cases of assault suffered by teachers in connection with their employment.

The Superintendent will comply with any request from the teacher for information in their possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher, the police, and the courts.

The School Committee agrees to indemnify all bargaining unit members consistent with the provisions of MGL c. 258.

H. Seniority

Seniority shall mean an employee's total continuous length of service in years, months and days from the initial date of employment by the District. Parental or other approved leaves, as identified in this contract, where the employment relationship is not severed shall be considered part of an employee's continuous length of service. Periods of service interrupted by a break due to resignation, retirement, termination or work outside the unit shall not be added together to determine system-wide seniority. Non-paid leaves of absence and days worked as a per diem substitute or tutor will not be counted towards seniority. Any district approved sabbatical will not be considered a break in service.

The School Department shall prepare a seniority list of all members of the bargaining unit in the order of their seniority as defined in paragraph one above.

The Federation shall be supplied with this list which shall be kept current.

I. Hiring of Substitutes

1. Substitutes, when available, shall be hired to cover classes of regularly assigned teachers when they are absent.
2. In order that adequate substitutes can be hired to fill in for regularly assigned teachers, the following procedure for reporting an absence shall be observed:
 - a. Teachers will enter any absence into Aesop, or other recordkeeping system used at the time.
 - b. In the case of unforeseen circumstances, teachers may be required to call their building principal.

J. Cooperating Teachers

1. Acceptance of a teacher trainee shall be voluntary.
2. Advance notice of the assignment of a trainee shall be provided.

3. Service as a teacher mentor shall be voluntary. Those teachers who volunteer to serve as mentors shall be paid a stipend of three hundred dollars (\$300.00).

K. Length of School Day and Year

1. Length of Pupil Day

- a. The pupil day shall not exceed six and one half (6 1/2) hours.
- b. Delayed Starts – In unforeseen emergencies, the Superintendent may schedule a delayed start between one to two hours at one or more of the school buildings. In the event of delayed starts, teachers in affected building shall not be scheduled for a preparation period. Delayed start daily schedules shall be pre-approved by the building principal and building representatives.

2. Teachers' Schedules

- a. The work day of members of the bargaining unit will begin fifteen (15) minutes before the scheduled starting time for pupils and will end fifteen (15) minutes after the scheduled dismissal time for pupils.
- b. The School Committee retains the right to maintain teachers on duty during exceptional periods of breakdown, bad weather, or other emergencies.
- c. Teachers' schedules will routinely coincide with the students' day. Alternative daily schedules for certain personnel may be implemented following consultation between the Superintendent and the President of the Federation upon vote of the School Committee.

3. Teachers' Work Year

The work year of employees, other than new personnel who may be required to attend additional orientation sessions, will begin no earlier than August 25th and terminate no later than June 30th. If the student year exceeds 180 days pursuant to amended state law, any change in the employees' work year shall be subject to impact bargaining. Employees will be required to attend three (3) days more than students are required to be in attendance by state law, for the purpose of training programs and school-based planning.

4. Teachers' Work Year – (Note: Does not apply to Nurses).

Work Days Beyond the Student Year

All work days will be scheduled for seven hours. The actual hours will be between 7:30 a.m. and 3:30 p.m. There will be a minimum thirty-minute lunch break.

The orientation day will be scheduled to allow teachers to use the time to prepare for the students' first class day and will not include teacher presentations to parents or students.

5. Advanced Placement Training

All employees who receive Advanced Placement training shall be compensated at a rate of \$100.00/day subject to the following conditions: any Advanced Placement training must be requested by the Superintendent and/or the School Committee and the teacher must obtain the approval of the Superintendent in advance of the Advanced Placement training.

6. Professional Development Days

The Superintendent or his/her designees and representatives for the Federation shall meet annually (no later than June 30th) to establish a professional development program for the upcoming work year.

Each school year there shall be two (2) full and up to eight (8) early release days for the purpose of professional development.

Professional Development Points or Course Credits (should they be appropriate) shall be awarded to all employees upon completion of the Professional Development Day, within two (2) working days.

L. Faculty Meetings

1. Faculty meetings will be scheduled on the first Monday of each month at all schools, whenever possible.
2. Faculty meetings will be scheduled on the same day for all schools for no more than one hour, after the end of the teacher workday.
3. Attendance for teachers at faculty meetings will be required.

M. Professional Learning Community

Teachers shall attend ten (10) one-hour PLC meetings (one per month) per school year. A Professional Learning Community (PLC) is a group of educators that meets regularly, shares expertise, and works collaboratively to improve teaching skills and the academic performance of students. The District shall publish a list of PLC options at the beginning of each school year and each educator shall commit to one PLC Committee at that time for one school year.

N. School Facilities

As determined by the School Committee it may at its discretion in designing new buildings and presently in existing buildings, the Committee will maintain and provide:

1. Parking facilities.
2. Storage space in each classroom.
3. A preparation room where teachers may have access to all available materials and equipment necessary for the preparation of instructional material.
4. An appropriately furnished room to be used as a staff lounge for teachers and professional staff only.
5. Well-lit and clean teachers' rest rooms.
6. Mail box for each teacher.
7. A funded teachers' reference library.
8. Assigned space for testing purposes and staff-parent interviews.
9. Bulletin Boards for the exclusive use of the Federation for purposes of posting material dealing with proper and legitimate Federation business. (One per building).

O. Health and Safety Committee

Health and safety issues should first be addressed at the building level. In addition, a Health and Safety Committee will be established to meet with the Principal or Superintendent on a quarterly basis (or as needed) to review and problem solve health and safety issues. Two Federation representatives from each school will serve on this committee.

P. Damage or Loss of Property

Any teacher bringing property of a personal nature into school which can be used as an effective teaching aid, must first register such property for approval in the school office if any reimbursement is to be made to such teacher due to his/her non-negligent loss or damage. However, such reimbursement shall be made solely in the discretion of the School Committee.

A teacher shall report in writing any loss, damage or destruction to the principal immediately upon becoming aware of such loss, damage or destruction.

Q. Curriculum Development

1. The attendance of unit members shall be required on release time without additional compensation at curriculum meetings and team or grade-level meetings up to a maximum of fifteen (15) hours per school year. For the 2021-22 and the 2022-23 school years only, the attendance of teachers shall be required on release time without

additional compensation at curriculum meetings and team or grade-level meetings up to a maximum of twenty (20) hours per school year. Effective September 1, 2023 the maximum amount of hours shall be fifteen (15) per school year.

2. The Superintendent may request teachers to assist in curriculum development during the evening or during summer vacation, in which case the teacher will be paid the sum of \$32.00 per hour.
3. An agenda of each meeting shall be sent to each teacher forty-eight (48) hours in advance of the meeting.

R. Teacher Assistants - The parties agree that a teacher's time and energy are to be devoted and apportioned to the fullest extent possible, to duties connected with teaching. Every effort will be made by the Administration to secure substitutes for teachers when they are unable to serve in their capacity as teachers.

1. The District will first utilize the automated substitute program (currently AESOP).
2. The Principal or his/her designee will review the schedules of any substitutes that are already in the building for a different staff member to determine if the vacant, unfilled teaching position can be covered by the present substitutes.
3. The Principal or his/her designee will review the list of available substitutes from the automated substitute program that may not have been called yet and will call those individuals to try to secure a substitute to fill the teaching vacancy, to the extent practicable.
4. Teaching Assistants will not regularly serve as substitutes for regular teachers, unless there is an emergency or staffing shortage that necessitates the teacher to temporarily stop performing his/her teaching duties.
5. Examples of emergencies include:
 - When a teacher needs to leave during the school day due to illness, and substitute coverage is not possible.
 - When a teacher needs to leave during the school day due to a family emergency; or
 - When a teacher calls in sick and the District is not able to hire a substitute or solicit a teacher from the volunteer substitute list.
6. If no substitute is identified or available, the Principal will utilize those teachers on the volunteer list as substitutes at the rate of \$25.00 per hour. Teachers may remove their name from the volunteer list at any time.
7. Teaching Assistants may be assigned as a substitute in the classroom for up to ten (10) consecutive school days prior to the position being posted as a long term substitute if the District anticipates the teacher will be out for more than twenty (20) consecutive school days.
8. When a Teaching Assistant is removed from a classroom and a parent concern is raised, it is the expectation that the teacher will forward the concern to the Building Principal, if not able to be resolved.
9. Teachers will not be expected to undertake the duties and responsibilities of the Teaching Assistant assigned to another classroom as a substitute, if not qualified to perform the duties. The parties agree to meet and confer within three (3) school days if

the removal of the Teaching Assistant from the classroom significantly impacts the teacher workload.

S. Discipline

1. In the event that a teacher is to be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantages, separated or discharged, such employee shall be given the reasons in writing prior to carrying out such actions.
2. A teacher has a right to be represented by the Federation in any meeting with any member of the administration when he/she believes the subject of the meeting may result in disciplinary action.
3. **The employee must select either the grievance procedure or statutory arbitration as the exclusive remedy within the appropriate time limits for a suspension. Pursuant to M.G.L. c 71, s42 the dismissal of any individual with professional teacher status is subject only to statutory arbitration.**
4. Just Cause for Discipline

No teacher with professional status will be disciplined or dismissed without just cause. For dismissals, "Just cause" shall mean those standards set forth in M.G.L. C71, S42 and in reviewing dismissal, the arbitrator shall consider the best interests of the students in the district and the need for elevation of performance standards.

The employee must select either the grievance procedure or statutory arbitration as the exclusive remedy within the appropriate time limits.

T. Reduction in Force

1. If the bargaining unit staff is to be reduced, retirements, resignations and leaves of absence in effect will be considered prior to other methods of staff reduction.
2. If reduction in force remains imminent, the Superintendent subject to applicable laws, shall determine the order in which employee(s) shall be released within the following categories.
 - Elementary
 - Within a department at the secondary level
 - Within an area of specialization
 - a. An employee with professional teacher status (PTS) shall not be released before a non-professional teacher status employee if there is a position available which the professional status employee is qualified to fill. A list of all non PTS positions shall be made available to PTS employees designated to be laid off. Termination

of non-professional status members is solely at the discretion of the Superintendent and not otherwise subject to grievance and arbitration.

- b. In the event it becomes necessary to lay off a teacher with PTS, the Superintendent will determine the order of the layoffs based on the following criteria:
 - Teacher certification appropriate to grade level and subject area;
 - Teachers' qualifications shall include: job performance, including overall ratings on teacher evaluations conducted in accordance with district evaluation procedures;
 - The criteria for determining qualifications shall be based upon indicators of job performance, defined as formative and summative overall ratings resulting from comprehensive evaluations with proficient and exemplary considered equivalent;
 - In the event that teachers' qualifications, based on these criteria are relatively equal, the best interest of students in the school in the district will be considered.
3. The following factors will be used by the Superintendent in determining the best interest
 - of the students in the District: Professional and initial educator's license over temporary, provisional and emergency license;
 - Highest educational degree attained;
 - The number of graduate credits beyond the highest degree attained by the teacher.

The Superintendent's determination shall be made in accordance with the forgoing factors, with equal weight given to each. In the event candidates are equally qualified as determined by the Superintendent, seniority shall be the tie breaker with the least senior teacher being laid off.

4. A teacher's placement on the salary schedule shall not be a factor in the consideration of the best interest of the students.
5. If a teacher is laid off without fault due to a reduction in force, and if said teacher, within two years after said layoff is reappointed by the Superintendent, at his/her sole discretion, to a full time classroom teaching position for a consecutive period of not less than one year (as defined in VII K.3), then upon said appointment said teacher shall have restored all seniority and other benefits held at the time the lay-off became effective. Preference in filling vacancies will be given to teachers with prior experience teaching in the Westport School System based on their seniority at the time of lay-off, provided that the criteria other than seniority set forth in Article VII, Section H, paragraph 1 are not clearly inferior to those of other applicants. By September 1st of each year, the Superintendent shall provide the WFT President with a list of former employees who have recall rights, if requested.

6. For all non-teaching positions (nurses, school adjustment counselors, speech therapists, and other positions covered by the recognition clause) seniority will be the determining factor (least senior first laid off) when qualifications are equal as determined by the Superintendent. The Superintendent shall not exercise this discretion in an arbitrary or capricious manner. If a non-teacher employee is laid off without fault due to a reduction in force, and if said employee, within two years after said layoff is appointed by the Superintendent, at his/her sole discretion, to a full time position for a consecutive period of not less than one year (as defined in VII K.3), then upon said appointment said employee shall have restored all seniority and other benefits held at the time the lay-off became effective. Preference in filling vacancies will be given to employees with prior experience in the Westport School System based on their seniority at the time of lay-off., provided that the criteria other than seniority set forth in Article VII, Section H, paragraph 1 are not clearly inferior to those of other applicants. By September 1st of each year, the Superintendent shall provide the WFT President with a list of former employees who have recall rights.

U. Part-time Teaching

In the discretion of the Superintendent, the Superintendent may agree to a teacher's request for a position as a part-time teacher. Said appointment shall be for such salary and upon such terms and conditions as the Superintendent, Federation and the teacher involved may agree. Such appointments may be used as an alternative to family or maternity or sabbatical leaves to retain the services of a professional status teacher, and/or to meet the particular educational needs of the school department.

If the School Committee determines to create other part-time positions, the Superintendent will meet with the President of the Federation prior to posting to negotiate the compensation and working conditions in accordance with current practice.

Currently employed personnel will not be reduced to a part-time status except as specified above.

The Superintendent may employ at the Westport Sr. High School per semester/subject teachers and compensate them as set forth in Appendix E of this contract. The work year for per semester/subject teachers will be ninety (90) consecutive school days within one semester and one teacher-parent night if scheduled during that semester. Per semester/subject teachers will be subject to the following work conditions: they will perform no additional duties, they will not be required to attend faculty meetings, they will not be required to work additional time beyond the teaching period, they will receive two (2) days leave per semester, they will receive one (1) classroom observation and one (1) summary statement as their evaluation and, they will not be required to attend any training days.

V. Keeping Parents Informed

The parties recognize the importance of keeping parents informed of student progress as an aid in the total development of the student. Teachers shall progress monitor (including but not

limited to, homework, quizzes, test, final grade, reading level, standard, behavior comments, etc.) and post information to School Brains or its equivalent at the following intervals: for progress reports, for report cards, and for at least one time midway between each progress report and report card. The District shall provide adequate training to bargaining unit members. Teachers are encouraged to post grades more frequently than the minimum grade posting as stated above.

ARTICLE VIII- TRANSFERS AND VACANCIES

A. Transfers

Although the Committee and the Federation recognize that some transfers of teachers from one school to another, or from one grade to another are unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance and pupil learning.

Therefore, they agree as follows:

1. When a change in the number of teachers in a school is necessary, volunteers will be considered first.
2. When voluntary transfers are necessary, teacher placement will be based on a teacher's area of licensure, competence, and seniority.
3. Involuntary transfers will not be made unless the teacher is notified as to the reasons for the transfer. The Superintendent may make transfers, if he/she deems it necessary to do so in the best interest of the school system. Teachers who have previously been involuntarily transferred will not be considered unless all other options have been exhausted.
4. 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 seniority in the Westport School system and the teacher's competence.
5. Notice of transfer shall be given to teachers no later than June 30th. This date may be altered via mutual agreement with the Federation and/or under life-altering circumstances.
6. The superintendent shall communicate vacancies so that teachers desiring transfers may apply in their order of preference, to their building principal and/or the superintendent.

B. Vacancies

1. When vacancies occur in new or existing positions, notice of such vacancies shall be posted within three (3) working days after Superintendent approval on the appropriate

bulletin board by the Principal of the school and sent through email. The date of posting will appear on the notice.

The Committee/Superintendent agrees to implement the following practices for posting vacancies:

Any permanent vacancy, such as a vacancy created by resignation, death, or retirement, will be posted within ten (10) calendar days of the Superintendent's receipt of either the written notification by the teacher that s/he is vacating the position or of a notice of death. Notice of such vacancy shall be posted for a period of not less than seven (7) calendar days, and in any event shall be posted for all periods of time during which the employer advertises such vacancy, and may continue to be posted for however long the employer desires beyond the previously listed time periods. This notice shall be posted in-house for a seven (7) day period before being advertised outside the bargaining unit.

A permanent vacancy which occurs during the school year may be filled with a long term substitute teacher until the conclusion of that school year but for no longer. If the position continues to exist into the subsequent school year, it shall be re-posted and filled on a permanent basis.

The decision to fill a vacancy is at the discretion of the Employer.

A vacancy may be posted only or posted/advertised.

Definitions:

- a. A posting is a notice of vacancy published in all schools and at the central office and is intended to come to the attention of a limited audience, specifically, the current members of the bargaining unit, and shall conform to the specification set forth in Article 8, B., 2.
 - b. An advertisement is a vacancy notice published in newspapers, college placement offices, other school departments, etc. which is intended to come to the attention of a broad field of potential applicants. During the months of July and August, written notice of all such vacancies shall be sent to the Federation Secretary, and written notice of vacancies of a promotional nature shall be sent to all teachers in the same mailing as their summer pay checks.
2. Qualifications, requirements, duties, salary and other pertinent information shall be set forth.
 3. Applications will be received from the personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.
 4. As to positions within the bargaining unit, where factors specified in items 2 and 3 above are the same among a number of candidates, seniority in the Westport School Department should be given consideration.

5. Such applications shall be in writing and shall set forth the basis on which the applicant solicits consideration.
6. The above provisions do not prohibit the filling of vacancies from outside the school system.

ARTICLE IX LEAVES OF ABSENCE

A. Sabbatical Leave – (Note: Does not apply to Nurses).

1. Sabbatical leave to be defined as leave granted by the school committee for purposes of specialized study, involving financial considerations and/or benefits to the grantees, in exchange for a guarantee to return to the Westport Community Schools.
2. Staff members granted a Sabbatical Leave will have a grant of an amount equivalent to their Blue Cross-Blue Shield, Town Life Insurance and Teachers' Retirement, paid by the Town, as consideration and as an inducement to return to the school system and give Westport youth the benefit of their increased knowledge and education.
3. The grantee's tenure, regular salary increment and general status will not be impaired because of having been granted a Sabbatical Leave.
4. In general, Sabbatical leaves shall be granted only to members of the instructional staff who have served for seven (7) years or longer in the Westport Community Schools. The School Committee reserves the right to make exception to this, if it deems the best interest of the school system will be served by so doing. (Example: School Committee desiring that a teacher keeps up to date on new subject matter in a specialized field.) The number of leaves to be granted shall be determined each year by the School Committee.
5. Applications from eligible applicants must be submitted prior to December 15th for leave beginning the following September.
6. Each application must include a proposed plan of study, travel, or research, a statement of the applicant's professional purpose and the expected value to the Westport Community Schools.
7. In granting leaves of absence, the School Committee will take into consideration the recommendations of the Superintendent and the educational value to the Westport Community Schools of the proposed project. The decision of the Superintendent and the School Committee shall be binding.
8. Personnel granted sabbatical leaves will receive fifty percent (50%) of their salary.

9. In any event the parties to this Agreement shall abide by General Laws, Chapter 71, Section 41A, "Leaves of Absence of Teachers for study, research or service to educational organizations."

B. Military Leave

Military leave of absence, without pay, may be granted to a permanent teacher inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

1. Upon completion of such obligation, the teacher shall be reinstated to the position which he/she left, providing the position that he/she left still exists. If the position that he/she left does not exist, the teacher shall be placed in as nearly a comparable position as is feasible.
2. The teachers' contract shall be in effect under the same conditions as if the teacher had been in the continuous service of the Westport Community Schools provided the teacher has been honorably discharged.

C. Short Term Military Leave

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days. The difference in salary shall be paid only after evidence has been offered that such duty cannot be fulfilled during a vacation period.

D. Visiting Days – (Note: Does not apply to Nurses).

With the approval of the Superintendent, each teacher in the Westport Community Schools may be allowed, without loss of pay, at least one day per year for visiting other classes within or outside the town, or for educational conferences or conventions. A report of such visit should be available if requested.

E. Parental Leaves

1. Pursuant to M.G.L. Chapter 149, Section 105D, an employee who has successfully completed three (3) months of employment shall be entitled to eight (8) weeks of parental leave for the purpose of birth of a child or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child.

2. The employee shall give at least two (2) weeks' notice to his/her/their supervisor of his/her/their anticipated date of departure and intention to return. The employee shall be restored to his/her/their previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the employer to an employee on parental leave for the birth of a child. Parental leave may be extended beyond eight (8) weeks if the teacher elects to use his/her/their accrued sick time, subject to the Superintendent's approval.
3. An employee may elect a long term unpaid parental leave of up to one (1) year. Said employee shall provide the Superintendent with a minimum of forty-five (45) days' notice prior to leaving. An employee electing such leave may return to their duties at the start of school year within twelve (12) school months after the birth/adoption of the child. An employee will be considered for early reinstatement according to their ability and experience and the existence of a position for which they are certified.

If the employee on such leave is actively employed by the District for more than 90 school days of the school year during which the leave is taken, they will be placed on the next step of Salary Schedule on September 1 of their return to active employment. The employee will retain any previous professional status, retirement and sick leave rights. An employee who returns to the District after extended leave will not accrue seniority for any school year in which they worked fewer than 90 days.

F. Teacher Protection

A teacher who is absent because of personal injury arising out of and in the course of employment as the result of assault and battery, shall be credited with leave. This leave shall be granted only if the assault and battery renders the teacher physically and/or emotionally unable to perform his/her duties. This leave will not be charged as personal days or sick leave.

The School Committee will reimburse teachers for the reasonable cost (not to exceed \$100) of any clothing or personal property damaged or destroyed as a result of an assault suffered by a teacher while acting in the discharge of his/her duties.

G. Sick Leave and Temporary Leave of Absence

The Federation and Committee agree that consistent attendance of teachers is essential to providing education of the highest possible quality to the students. Misuse of leave benefits is contrary to this principle.

1. Sick Leave

Employees will be granted a total of fifteen (15) school days of absence, per school year for personal illness and family emergency. Any absence due to illness on the day prior to or following vacations shall be documented and placed in the teacher's personnel

folder. Sick leave for employees in their first year, who are not at work on the first day of school shall accrue at the rate of 1.5 days per month. Sick leave may accrue up to a maximum of 215 days.

If an employee leaves the District mid-year and has utilized more than their pro-rata share of sick leave based on 1.5 days/month, the employee's final paycheck shall be deducted for any unearned sick leave advanced.

2. Perfect Attendance

For the purpose of early retirement, teachers who have reached the maximum sick leave accumulation and who achieve perfect attendance in any year in which they are at the maximum will accumulate an additional five days for every year in which they have both perfect attendance and maximum accumulated sick leave not to exceed two hundred twenty (220) days.

3. Family Leave

Upon written request at least 48 hours in advance, a teacher may, at the discretion of the Superintendent, utilize one day per year for family leave (using immediate family definition including life partner living in household) for graduations, births, religious observances, visits to children's school for conferences, said day to be deducted from sick leave and not subject to before/after school vacation restriction. The Superintendent must have reasonable grounds for denial of a request. In case of unforeseen circumstances, the 48 hour written request shall be waived.

4. Family Medical

Not more than five (5) of said fifteen (15) sick days per year shall be allowed for any one family medical issue. Request for family medical leave will be documented and a copy of leave requests will be kept in the teacher's personnel folder. If the Superintendent has reason to suspect sick leave abuse, any employee absent for more than four (4) consecutive days for personal illness, or more than fifteen (15) days in any school year for personal illness may be required by the Superintendent or his/her designee to provide appropriate medical evidence of his /her personal illness as a condition of receiving benefits under this Section G.

Family medical illness shall be defined as follows:

- a. A medical illness or injury to an immediate family member of the teacher that requires a teacher to attend to the immediate family member's medical or nursing care, and which cannot be performed outside of the regular workday. This shall be deemed to include transporting an immediate family member to and from the hospital. Immediate family member shall be defined in Article IX, G(6)(a)(i).

- b. A serious or critical illness to an immediate family member for whose care the teacher is solely responsible.

The Superintendent in his/her sole discretion may extend the family medical illness provision beyond five days.

5. Sick Bank

- a. The Sick Bank shall be administered by a sick bank committee consisting of two members from the Federation and the Superintendent or his/her designee. Each employee may assign only one day of his/her accumulated sick leave to the Bank per year. In the event the Bank should become exhausted, a teacher may put in one additional day. An employee may not withdraw more than 30 days per year from the Bank. In case of extraordinary illness and on recommendation of the Sick Bank Committee, up to an additional 30 days may be allotted. Any days awarded by the Sick Bank which are not used, shall be returned to the Sick Bank. In the event a member exhausts the 60 day sick bank leave cap, and is still experiencing extraordinary circumstances limiting his/her ability to return to work, the sick bank chairs may request other WFT Members to voluntarily transfer sick days (up to 5 per person) from their own accrued sick days to the affected Member up to a total sick leave bank maximum of 90 days
- b. Employees applying for early retirement bonus will not be eligible during that year to receive days from the sick bank except that the Superintendent may, in his/her sole discretion, which decision shall not be subject to the parties' grievance and arbitration procedure, allow individual teachers to apply to the sick bank on a case by case basis.
- c. Doctor's certificates will be required by the Sick Bank Committee. Such information may be reviewed by the Superintendent upon written request to the Federation president.
- d. First year employees are eligible to participate.
- e. Yearly sick bank deductions will be made by October 1 of each year. Sick bank deductions for new hires after October 1 will be made within 10 days of notice from the WFT that the new Member intends to donate a day to the Sick Bank.

6. Bereavement Leave

- a. Days not charged to Personal and/or Sick Leave:
 - i. A teacher shall be allowed up to four (4) weekdays for a death in the immediate family during any school year. This allowance is not cumulative.

It is not charged to sick leave. Immediate family means: life partner, children, father, mother, mother-in-law, father-in-law, sister, brother, grandparents, grandchild, or any other member of the same household.

- b. Days charged to personal and/or sick leave:

In the event of the death of a significant other, either one (1) day of sick leave or one (1) day of personal leave time may be used.

7. Personal Leave

- a. Teachers shall be entitled to two (2) personal days per school year to allow for personal business, emergencies, and other personal matters that cannot be scheduled outside the school day.
- b. Personal days will not be approved on the first or last day of the school year. However, collectively, teachers at the Jr./Sr. High School shall be entitled to take up to six (6) personal days preceding or following holidays or vacations. Collectively, teachers at the Elementary School shall be entitled to take up to four (4) personal days preceding or following holidays or vacations. Collectively, teachers at the Macomber Primary School shall be entitled to take up to four (4) personal days preceding or following holidays or vacations. Under extenuating circumstances, the Superintendent may waive the restriction pertaining to the first or last school day, or may allow additional days beyond those listed above, however, the Superintendent's decision shall not be subject to the parties' grievance and arbitration procedure.
- c. Unused personal days may be accumulated from year to year, said amount not to exceed four (4) days. In the event that an employee accumulates a fourth personal day in one year, the employee must use the fourth personal day during the next school year.

H. Other Leaves

- 1. A member of the bargaining unit shall be granted a leave of absence without pay to serve as an elected official in public office for a period of two (2) years.
- 2. Leaves of absence may be extended by the School Committee.
- 3. Upon two weeks notice, members of the bargaining unit shall have the right of up to five (5) consecutive school days of unpaid personal leave biennially to be scheduled so as not to create a special hardship on the Westport Community Schools. The Superintendent may in his/her discretion approve short term leave on occasion of unforeseen circumstances. No leave under this section may be used to extend a school vacation. Leave under this section shall not be unreasonably denied.

I. Reinstatement Following Leave

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his/her return and he will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. His/her assignment will be subject to the best interest of the Westport School System.

In the event no position is vacant at the time a teacher returns from a leave, authorized by this Article, said teacher shall be allowed to compete with other teachers, then employed, for the available positions in this school department, based on the criteria set forth in Article VII, Section T(3).

The provisions of this section shall not apply to those teachers who return from leave in the middle of an academic year but shall apply to said teachers at the beginning of the next academic year.

J. All Leaves

The Federation acknowledges that the Federation and the Committee are subject to the provisions of the FMLA. Where an employee takes leave under one of the aforementioned articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. FMLA shall run concurrently with any other eligible leave approved that is for an FMLA qualifying condition.

K. Religious Observances

Employees shall be entitled to two (2) days leave with pay for the purpose of observing religious holy days where the tenets of the member's religion obligate abstention from work and where the formal religious observance of the day conflicts with the school day. All members shall provide written notice to the Superintendent of Schools within two weeks before the date of observance. Employees may use personal days to extend observance beyond two days if it is determined that extenuating circumstances for such personal days to be taken, as determined by the Superintendent's discretion. In the event an employee has exhausted his/her personal days, one additional religious day shall be deducted from the member's sick leave.

L. Family Medical Leave Act (FMLA)

1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the

FMLA. The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons.

2. Eligible employees may take up to 12 workweeks of leave in a school year for one or more of the following reasons:
 - the birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
 - to care for a spouse, son, daughter, or parent who has a serious health condition;
 - for a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
3. An eligible employee may also take up to 26 workweeks of leave during a single 12 month period to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member.

M. Small Necessities Leave Act (SNLA)

Pursuant to M.G.L. Chapter 149 Section 52 D, employees are entitled to twenty-four (24) hours of unpaid leave during any twelve (12) month period, in addition to any leave available under the FMLA to:

- participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- accompany the son or daughter (qualified dependent) of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group home.

Employees may elect to substitute any accrued personal, medical, or sick leave for any of the above 3 items. Employees must provide a written request for leave at least seven (7) days in advance or if the need for leave is not foreseeable, as soon as practicable.

N Leaves under the FMLA, MPLA, or SNLA

In the event, that an employee qualifies for FMLA, MPLA or SNLA leave, the District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated July 1 to June 30th school year. The District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this Agreement, subject to bargaining, if requested. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the MPLA statutory leave amount in the aggregate.

ARTICLE X - SALARY AND RATES OF PAY

A. Basic Salary Schedule for the 2021-2024 Contract Years

The salaries and differentials of the members of bargaining Unit A are set forth in Appendices A, B, and C which are attached to and made a part of this Agreement.

B. Course Credit

1. Courses taken for advancement on the salary schedule must be approved in advance by the Superintendent of Schools. Upon the completion of a course, all teachers shall submit proof of their final grade to the Superintendent's office documenting their successful completion of the course. Upon receipt of a formal grade transcript from the institution evidencing completion of the course and the grade received, a teacher's lane change shall be retroactive to the date that the teacher first submitted documentation of their successful completion of the course.
2. Annually, the Committee shall earmark twenty-five thousand dollars (\$25,000.00) of budgeted Professional Development funds for the purpose of tuition reimbursement. This amount shall not increase the cost of Professional Development to the Committee, but rather shall represent a reapportionment of expenditures. Bargaining unit members shall be eligible for an annual grant of up to two thousand dollars (\$2,000.00) for the purpose of reimbursement of tuition and fees for approved courses. Eligibility for the annual grant shall be on a first come first serve basis. July 1 – June 30 will be the time period for purposes of calculating the annual availability of the \$25,000 earmark as well as the \$2,000 per employee cap.

All courses must be approved in advance by the Superintendent. Bargaining unit members seeking reimbursement must, prior to the commencement of a course, notify

the Superintendent's office in writing, on a form which will be provided, that they wish reimbursement for a particular course. An estimated cost is required when requesting reimbursement.

Evidence of satisfactory completion of the course must be presented to the Superintendent in order to receive reimbursement. Bargaining unit members must receive a grade of at least a B- or better in a graded course or a P in a pass/fail course. Bargaining unit members may apply for reimbursement for summer course work. Reimbursement forms, including such evidence, must be submitted within sixty (60) days of receipt by the bargaining unit member of his/her grade. Reimbursement will be made within sixty (60) days of receipt of the above referenced information. Bargaining unit members who apply for and for whom sufficient funds are not available, shall be considered first in the following year. All bargaining unit members who wish to take a spring semester course must make application, including to the Superintendent's office, by no later than December 31.

In the event that funds allocated for reimbursement for tuition and fees are not fully expended, bargaining unit members may be reimbursed for additional courses up to an amount equal to their annual grant. In order to be eligible for additional reimbursement, a bargaining unit member must submit to the central office a completed course approval request form by May 31 and receive approval from the Superintendent. Furthermore, there must be sufficient funds available from the \$25,000.00 budgeted by the Committee for tuition and fees. In the event that the \$25,000.00 reimbursement cap has not been exceeded, the remaining funds will be divided up to the amount of the annual grant, by the members who have been approved by the Superintendent. In the event that funds allocated for reimbursement are not fully expended or encumbered by May 31 of a given school year, the remaining funds shall revert back to the School Committee for expenditure for general education purposes.

(Note: Section 2 does not apply to Nurses).

NURSES: The language in the nurses' contract reimbursing nurses \$250.00 for 15 CEUs and \$500.00 for 30 CEUs shall be carried over and shall be the sole course reimbursement benefits available to nurses.

The cost of all licenses and tests related to nurses' jobs shall be reimbursed by the school district.

3. Professional Development Credits

Under the Education Reform Act, teachers are required to renew their license every five (5) years to maintain their license status in good standing through participation in PDP's. DESE regulations will determine the number and type of PDP's that will be required of a staff member to retain their license. Staff members are responsible to fulfill this requirement needed to maintain their license. PDP's can be accumulated either through formal graduate level course work or other professional development activities as pre-approved by the superintendent or designee.

The School Committee believes that those teachers who exceed the requirement deserve recognition for the additional expertise they gain from coursework and extended workshops that significantly increase their teaching skills or knowledge base. Teachers who have completed the minimum hours required during the re-license period may request that independent study and/or intensive workshop or seminar participation be credited to their lane status, as if this professional development activity were equal to a graduate level course

The Superintendent will be responsible for establishing application and approval procedures for such professional development credits.

Teachers:

The School Committee will adopt a salary schedule for regular teaching personnel as part of the contract negotiated with the teachers' bargaining unit. The schedule will be designed to recognize and reward training and experience and encourage additional study for professional advancement.

C. Anniversary Dates

For purposes of salary payment, teachers serving more than one-half (1/2) school year will advance a step on the salary schedule in September.

D. Hourly Rates of Pay

1. Teachers employed outside their normal working day or during summer vacation will be compensated in the amount of \$32.00 per hour, other than as provided under Curriculum Development.
2. Teachers who perform tutoring outside their normal work day shall be compensated at the rate of \$32.00 per hour; provided that no teacher shall be compensated for any time spent preparing for the tutoring outside of the normal work day. (Only compensated for actual time tutoring and not preparation time.)

E. Mileage Allowance

Traveling teachers covered by the Agreement who are authorized to use private automobiles for school business shall be reimbursed at the then current town rate per mile.

F. Substitute Teacher's Pay

Pay for substitute teachers shall initially be seventy-five dollars (\$75) per day for non-certified personnel or eighty-five dollars (\$85) per day for certified personnel, but the Committee shall have the discretion to unilaterally raise said per diem rate from time to time as it sees fit, provided it does so for all substitute teachers. Those certified substitutes serving twenty (20) consecutive days for the same teacher shall be placed on the first step of the salary schedule provided in this contract.

G. Payment of Salaries

Salaries shall be deemed fully earned at the end of the school year and proportionately earned during the school year. If a teacher leaves or dies during the school year, his/her estate shall be entitled to a prorated share based on his/her period of service in relation to the number school days taught.

H. Longevity

Effective September 1, 2022

Longevity increments shall be as follows:

After 10 Years	\$500
After 15 Years	\$700
After 20 Years	\$1,100
After 25 Years	\$1,500
After 30 Years	\$1,800

All members of the bargaining unit who hold a Master's Degree and have completed ten (10) years of service to the Westport Community Schools, shall receive an additional four hundred dollars (\$400) annually.

Longevity shall be paid in a lump sum during the first pay period in December of each year following an employee's anniversary date.

I. Method and Time of Salary Payment

Salaries of regular teachers shall be paid in twenty-six (26) installments on Friday of every second (2nd) week. Teachers shall be required to complete and submit a Notice of Election for Annualized Salary Form prior to the first day of work each school year. The Election Form shall remain in effect for all following years unless a new Election Form is submitted prior to the first day of work in any given school year. Effective September 1, 2015, all bargaining unit members will have their pay direct deposited into a financial institution or institutions of their choosing. Direct deposit will be mandatory for all employees hired after the execution of this agreement.

J. Itemized Payroll Deductions

Each teacher will receive an itemized payroll stub. A copy of the corresponding bill pay form will be attached to checks that include any additional compensation, whenever possible. In the event of extraordinary circumstances, the business office will be afforded a one-pay period grace period to provide the bill form to the employee.

K. Extra-Curricular Activities - Personnel

The compensation for extra-curricular activities for members of bargaining Unit A is set forth in Appendix D which is attached to and made part of this agreement.

L. Early Retirement

Section 1.

The intent of this provision is to provide a financial incentive for a teacher to retire earlier than might otherwise be the case. Such incentive can provide a benefit to the teacher, a long term financial saving to the town and an opportunity for employment and/or career advancement for other teachers.

Section 2.

Teachers eligible to participate in this plan are those who have thirty (30) years' certified teaching experience, at least fifteen (15) of which have been in Westport, or who have had twenty (20) of certified teaching experience in Westport, have achieved the maximum step of the teacher's salary schedule, have filed a binding declaration to retire as set forth below and have filed notice of intent to retire with the Teachers Retirement Board.

Section 3.

A declaration of intent to resign or retire must be filed with the Superintendent no later than January of the school year prior to the year in which the retirement/resignation is to occur. Such declaration shall be binding and irrevocable, however, in the event of an unforeseen emergency, the teacher may revoke his/her notice of intent to retire by providing the Superintendent with written notification of the reason for revocation. Teachers may revoke their notice of intent to retire and resubmit said notice of intent to retire only once. All retirements under this Article shall take effect as of the end of the school year.

Section 4.

A teacher filing the declaration shall be entitled to receive an amount equal to \$7,000.

Payment of said amount shall be made by August 31st of the fiscal year following that in which the declaration of intent is filed. Teachers may elect to defer payment of early retirement bonus until the next calendar year, no later than June 30th.

Upon retirement, in accordance with the provisions of this Section, a retiring teacher, with fewer than twenty-five (25) years of service, shall also be entitled to \$15.00 for each said accumulated day, in accordance with Article IX Section G(1), and not used by said teacher as of the date of retirement. Teachers with 25 years or more of service will receive \$25.00 for each said day.

M. Lane Change

In order to aid the district in planning the budget and to better ensure proper credit to teachers for contractual lane changes, each school year all employees will receive a statement of graduate credits and other course credits applicable toward a lane change on or before December 1st. Any employee who disputes the credit total shall submit proof of completion of any disputed course to the Superintendent on or before January 5th of that school year.

Any Employee within six (6) credits of a lane change will be presumed to be changing lanes for purposed of budget planning and is not required to give any notice of intention to change lanes. Any employee more than six (6) credits from a lane change who anticipates changing lanes the following school year must inform the Superintendent in writing of an intention to change lanes on or before February 1 in order to ensure that salary adjustments due to lane change will be credited when earned.

In the event of State or District mandated training that moves an employee to the next salary lane, no advance notice by the employee will be required and the lane change increase will be paid immediately upon attaining the credits required for the lane change.

ARTICLE XI- HANDLING OF NEW ISSUES

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XII- NO STRIKE CLAUSE

The Federation will not engage in or encourage strike action or work stoppage of any type during the life of this Agreement.

ARTICLE XIII- SAVINGS CLAUSE

If any provision of this Agreement is or shall be contrary to law, then such provision shall not be applicable, performed, or enforce except to the extent permitted by law, but all other provisions of this Agreement shall continue to be in effect.

ARTICLE XIV – TEACHER EVALUATION

Establish a joint a Labor-Management committee which will consist of two administrators, and two Federation members. The Committee will continue discussions upon which elements and indicators that staff may submit evidence for and will be evaluated on (see 45 of the cba). The joint committee will present a recommendation to the Superintendent and Federation President by December 1, 2022 to be implemented for the 2023-2024 school year.

ARTICLE XV- COMPLETE AGREEMENT

This Agreement constitutes the entire agreement of the Committee and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as have been reduced to writing and signed by both parties. All agreements, policies, precedents, employment and work practices are existent and effective only to the extent they are expressly set forth in this Agreement.

Any waiver or breach of a condition of this Agreement by either party shall not constitute a precedent for future enforcement of all the terms and conditions of this Agreement. A change in any unwritten employment practices or policies shall not be considered a violation of this Agreement.

ARTICLE XVI - DURATION

This Agreement and each of its provisions shall be in effect as of September 1, 2021 and shall continue in full force and effect until August 31, 2024.

Appendices A, B, C, D, E, & F

APPENDIX A – BASIC SALARY SCHEDULES

FY 22: SEPTEMBER 1, 2021 BASIC SALARY SCHEDULE
+2% ATB

STEP	BACHELOR	B+15	B+30	M	M+15	M+30	M+45/CAGS	M+60	DOCT
1	\$ 46,974	\$ 48,298	\$ 49,072	\$ 49,795	\$ 50,710	\$ 51,956	\$ 53,207	\$ 54,429	\$ 55,575
2	\$ 49,526	\$ 50,844	\$ 51,438	\$ 52,347	\$ 53,252	\$ 54,928	\$ 56,179	\$ 57,397	\$ 58,544
3	\$ 52,071	\$ 53,387	\$ 54,133	\$ 54,672	\$ 55,793	\$ 57,908	\$ 59,158	\$ 60,379	\$ 61,522
4	\$ 54,512	\$ 55,832	\$ 56,579	\$ 57,336	\$ 58,246	\$ 59,494	\$ 60,745	\$ 61,964	\$ 63,110
5	\$ 57,065	\$ 58,383	\$ 59,129	\$ 59,886	\$ 60,791	\$ 62,231	\$ 63,485	\$ 64,703	\$ 65,851
6	\$ 59,609	\$ 60,925	\$ 61,662	\$ 62,426	\$ 63,333	\$ 64,584	\$ 65,834	\$ 67,055	\$ 68,202
7	\$ 62,032	\$ 63,348	\$ 64,100	\$ 64,845	\$ 65,749	\$ 67,002	\$ 68,251	\$ 69,475	\$ 70,619
8	\$ 65,607	\$ 66,935	\$ 67,698	\$ 68,455	\$ 69,418	\$ 70,673	\$ 71,923	\$ 73,143	\$ 74,290
9	\$ 66,839	\$ 67,899	\$ 68,662	\$ 69,415	\$ 70,385	\$ 71,632	\$ 72,885	\$ 74,107	\$ 75,253
10	\$ 70,425	\$ 71,501	\$ 72,274	\$ 73,038	\$ 74,023	\$ 75,289	\$ 76,558	\$ 77,802	\$ 78,964
11	\$ 71,832	\$ 72,931	\$ 73,719	\$ 74,499	\$ 75,503	\$ 76,795	\$ 78,090	\$ 79,357	\$ 80,544
12	\$ 73,270	\$ 74,390	\$ 75,193	\$ 75,988	\$ 77,014	\$ 78,331	\$ 79,652	\$ 80,944	\$ 82,155
13	\$ 74,735	\$ 75,877	\$ 76,698	\$ 77,508	\$ 78,554	\$ 79,897	\$ 81,245	\$ 82,563	\$ 83,798
14	\$ 76,230	\$ 77,395	\$ 78,231	\$ 79,058	\$ 80,125	\$ 81,495	\$ 82,870	\$ 84,214	\$ 85,474
15	\$ 77,755	\$ 78,943	\$ 79,796	\$ 80,639	\$ 81,728	\$ 83,125	\$ 84,527	\$ 85,899	\$ 87,183

**Nurses Salary
Schedule
FY22
+2% ATB**

STEP	BACHELOR
1	\$ 49,121
2	\$ 51,789
3	\$ 54,452
4	\$ 57,003
5	\$ 59,673
6	\$ 62,333
7	\$ 64,868

8	\$ 68,606
9	\$ 69,293
10	\$ 70,678

APPENDIX B – BASIC SALARY SCHEDULES

**FY 23: SEPTEMBER 1, 2022 BASIC SALARY SCHEDULE
+2% ATB**

STEP	BACHELOR	B+15	B+30	M	M+15	M+30	M+45/CAGS	M+60	DOCT
1	\$ 47,913	\$ 49,264	\$ 50,053	\$ 50,791	\$ 51,724	\$ 52,995	\$ 54,271	\$ 55,518	\$ 56,687
2	\$ 50,517	\$ 51,861	\$ 52,467	\$ 53,394	\$ 54,317	\$ 56,027	\$ 57,303	\$ 58,545	\$ 59,715
3	\$ 53,112	\$ 54,455	\$ 55,216	\$ 55,765	\$ 56,909	\$ 59,066	\$ 60,341	\$ 61,587	\$ 62,752
4	\$ 55,602	\$ 56,949	\$ 57,711	\$ 58,483	\$ 59,411	\$ 60,684	\$ 61,960	\$ 63,203	\$ 64,372
5	\$ 58,206	\$ 59,551	\$ 60,312	\$ 61,084	\$ 62,007	\$ 63,476	\$ 64,755	\$ 65,997	\$ 67,168
6	\$ 60,801	\$ 62,144	\$ 62,895	\$ 63,675	\$ 64,600	\$ 65,876	\$ 67,151	\$ 68,396	\$ 69,566
7	\$ 63,273	\$ 64,615	\$ 65,382	\$ 66,142	\$ 67,064	\$ 68,342	\$ 69,616	\$ 70,865	\$ 72,031
8	\$ 66,919	\$ 68,274	\$ 69,052	\$ 69,824	\$ 70,806	\$ 72,086	\$ 73,361	\$ 74,606	\$ 75,776
9	\$ 68,176	\$ 69,257	\$ 70,035	\$ 70,803	\$ 71,793	\$ 73,065	\$ 74,343	\$ 75,589	\$ 76,758
10	\$ 71,834	\$ 72,931	\$ 73,719	\$ 74,499	\$ 75,503	\$ 76,795	\$ 78,089	\$ 79,358	\$ 80,543
11	\$ 73,269	\$ 74,390	\$ 75,193	\$ 75,989	\$ 77,013	\$ 78,331	\$ 79,652	\$ 80,944	\$ 82,155
12	\$ 74,735	\$ 75,878	\$ 76,697	\$ 77,508	\$ 78,554	\$ 79,898	\$ 81,245	\$ 82,563	\$ 83,798
13	\$ 76,230	\$ 77,395	\$ 78,232	\$ 79,058	\$ 80,125	\$ 81,495	\$ 82,870	\$ 84,214	\$ 85,474
14	\$ 77,755	\$ 78,943	\$ 79,796	\$ 80,639	\$ 81,728	\$ 83,125	\$ 84,527	\$ 85,898	\$ 87,183
15	\$ 79,310	\$ 80,522	\$ 81,392	\$ 82,252	\$ 83,363	\$ 84,788	\$ 86,218	\$ 87,617	\$ 88,927

**Nurses Salary
Schedule
FY23
+2% ATB**

STEP	BACHELOR
1	\$ 50,103
2	\$ 52,825
3	\$ 55,541
4	\$ 58,143
5	\$ 60,866

6	\$ 63,580
7	\$ 66,165
8	\$ 69,978
9	\$ 70,679
10	\$ 72,092

APPENDIX C – BASIC SALARY SCHEDULES

FY 24: SEPTEMBER 1, 2023 BASIC SALARY SCHEDULE
+2% ATB

STEP	BACHELOR	B+15	B+30	M	M+15	M+30	M+45/CAGS	M+60	DOCT
1	\$ 48,871	\$ 50,249	\$ 51,054	\$ 51,807	\$ 52,758	\$ 54,055	\$ 55,356	\$ 56,628	\$ 57,821
2	\$ 51,527	\$ 52,898	\$ 53,516	\$ 54,462	\$ 55,403	\$ 57,148	\$ 58,449	\$ 59,716	\$ 60,909
3	\$ 54,174	\$ 55,544	\$ 56,320	\$ 56,880	\$ 58,047	\$ 60,247	\$ 61,548	\$ 62,819	\$ 64,007
4	\$ 56,714	\$ 58,088	\$ 58,865	\$ 59,653	\$ 60,599	\$ 61,898	\$ 63,199	\$ 64,467	\$ 65,659
5	\$ 59,370	\$ 60,742	\$ 61,518	\$ 62,306	\$ 63,247	\$ 64,746	\$ 66,050	\$ 67,317	\$ 68,511
6	\$ 62,017	\$ 63,387	\$ 64,153	\$ 64,949	\$ 65,892	\$ 67,194	\$ 68,494	\$ 69,764	\$ 70,957
7	\$ 64,538	\$ 65,907	\$ 66,690	\$ 67,465	\$ 68,405	\$ 69,709	\$ 71,008	\$ 72,282	\$ 73,472
8	\$ 68,257	\$ 69,639	\$ 70,433	\$ 71,220	\$ 72,222	\$ 73,528	\$ 74,828	\$ 76,098	\$ 77,292
9	\$ 69,540	\$ 70,642	\$ 71,436	\$ 72,219	\$ 73,229	\$ 74,526	\$ 75,830	\$ 77,101	\$ 78,293
10	\$ 73,271	\$ 74,390	\$ 75,193	\$ 75,989	\$ 77,013	\$ 78,331	\$ 79,651	\$ 80,945	\$ 82,154
11	\$ 74,734	\$ 75,878	\$ 76,697	\$ 77,509	\$ 78,553	\$ 79,898	\$ 81,245	\$ 82,563	\$ 83,798
12	\$ 76,230	\$ 77,396	\$ 78,231	\$ 79,058	\$ 80,125	\$ 81,496	\$ 82,870	\$ 84,214	\$ 85,474
13	\$ 77,755	\$ 78,943	\$ 79,797	\$ 80,639	\$ 81,728	\$ 83,125	\$ 84,527	\$ 85,898	\$ 87,183
14	\$ 79,310	\$ 80,522	\$ 81,392	\$ 82,252	\$ 83,363	\$ 84,788	\$ 86,218	\$ 87,616	\$ 88,927
15	\$ 80,896	\$ 82,132	\$ 83,020	\$ 83,897	\$ 85,030	\$ 86,484	\$ 87,942	\$ 89,369	\$ 90,706

**Nurses Salary
Schedule FY24
+2% ATB**

STEP	BACHELOR
1	\$ 51,105
2	\$ 53,882
3	\$ 56,652
4	\$ 59,306
5	\$ 62,083
6	\$ 64,852
7	\$ 67,488
8	\$ 71,378
9	\$ 72,093
10	\$ 73,534

APPENDIX D - EXTRA-CURRICULAR ACTIVITIES PERSONNEL

	FY22-24
Special Needs Program Facilitator	3477
Lead Teacher	2919
Freshman Class Advisor	868
Sophomore Class Advisor	868
Junior Class Advisor	1390
Senior Class Advisor	1390
High School Year Book Advisor	1947
High School Student Service Coordinator	835
High School Honor Society Advisor	835
High School Drama Club Advisor	2086
High School Newspaper Advisor	1668
High School Choral Director	2551
High School Marching Band Director	3191
High School Stage Band Director	1277
Middle School Year Book Advisor	1112
Middle School Junior Honor Society	835
Middle School Drama Club Advisor	835
Mock Trial Advisor	835
Athletic Director	3477
Chess Club	835
Advocats	835
 40 HOURS PER ACADEMIC YEAR CLUBS	 975
 After School Detention Monitor	
Art Club	
Choral Club	
Collectors Club	
Concert Band	
Concert Choir	
DECA	
Drama Club	
Gay Straight Alliance	
Geography Club	

Homework Club	
International Exchange	
Key Club	
Math Club	
National Junior Honor Society	
Percussion Club	
Robotics Club	
SADD	
Science Club	
Spelling Club	
Stage Band	
Student Council	
Variety Show	
Volleyball	
Writing Club	
All Levels (K-12)	
Color Guard Instructor	2393
Winter Guard Instructor	2393
Percussion Instructor	2393
Marching Drill Coach	1596
Field of Study Coordinators - Sliding Scale	
Base Salary +/- adjustments	2438
- if responsible for fewer than 5 staff	609
+ if responsible for more than 10 staff	609
+ if covering more than 2 buildings	609

Field of Study Coordinators

Authorized days beyond school year at per diem rate.

Coordinators may apply for no more than 10 curriculum related release days upon submission/approval of standard release day request to the Superintendent.

These stipends will be paid for work done above and beyond the school day. Each position listed in Appendix D will have a job description. An evaluation of each individual's performance will be done on these positions.

Any reduced or adjusted teaching load(s) must be negotiated.

Coaches

Assistant coaches shall be paid sixty (60) percent of the annual stipend above of the varsity coach of their respective sport. Middle School and freshmen coaches shall be paid fifty-five (55) percent of the annual stipend above of the varsity coach of their respective sport. In addition to the above stipend, all coaches shall receive the following tournament stipend: \$200 per week for each week that their season is extended beyond its regular ending date of participation in post season Massachusetts State Tournament play with a maximum of two (2) weeks.

APPENDIX D - EXTRA CURRICULAR ACTIVITIES PERSONNEL

COACHING SALARIES

FY2022-24	Step 1	Step 2	Step 3	Step 4	Step 5
Athletic Director	\$3,477				
Basketball (Girls/Boys)	\$3,884	\$4,141	\$4,394	\$4,651	\$4,987
Softball/Baseball	\$2,873	\$3,064	\$3,249	\$3,435	\$3,789
Cross Country/Tennis/Golf	\$1,899	\$2,090	\$2,284	\$2,478	\$2,672
Field Hockey/Soccer	\$2,912	\$3,169	\$3,429	\$3,688	\$3,950
Volleyball	\$2,860	\$3,046	\$3,230	\$3,415	\$3,628
Cheerleader Advisor	\$1,899	\$2,090	\$2,284	\$2,478	\$2,672
Competition Cheerleading Advisor	\$1,899	\$2,090	\$2,284	\$2,478	\$2,672

APPENDIX E – WESTPORT HIGH SCHOOL PER SEMESTER/SUBJECT TEACHERS

Per semester/subject teachers employed at the Westport High School shall receive the following compensation for their work year:

All per semester/subject teachers possessing a bachelor's degree plus shall receive \$5,000 for the work year.

All per semester/subject teachers possessing a master's degree plus shall receive \$7,000 for the work year.



WESTPORT COMMUNITY SCHOOLS

Appendix F Article XIV – Teacher Evaluation Contract Language

Teacher and Caseload Educator Contract Language

- 1) Purpose of Educator Evaluation
- 2) Definitions
- 3) Evidence Used in Evaluation
- 4) Rubric
- 5) Evaluation Cycle: Training
- 6) Evaluation Cycle: Annual Orientation
- 7) Evaluation Cycle: Self-Assessment
- 8) Evaluation Cycle: Goal Setting and Educator Plan Development
- 9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- 10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- 11) Observations
- 12) Evaluation Cycle: Formative Assessment
- 13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- 14) Evaluation Cycle: Summative Evaluation
- 15) Educator Plans : General
- 16) Educator Plans: Developing Educator Plan
- 17) Educator Plans: Self-Directed Growth Plan
- 18) Educator Plans: Directed Growth Plan
- 19) Educator Plans: Improvement Plan
- 20) Timelines
- 21) Career Advancement

- 22) Rating Impact on Student Learning Growth**
- 23) Using Student feedback in Educator Evaluation**
- 24) Using Staff feedback in Educator Evaluation**
- 25) Transition from Existing Evaluation System**
- 26) General Provisions**

1) Purpose of Educator Evaluation

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
- ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
- iv) To assure effective teaching and administrative leadership, 35.01(3).

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

A) *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) *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.
- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
- iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
- iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases, where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer proceeding the next school year.

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

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

J) Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

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: 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, or by teams, departments, or 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) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

R) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Video observations will be discussed during the 2012 – 2013 Educator Evaluation Labor Management Committee meetings. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

S) Parties: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).

T) *Performance Rating: Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator’s performance on a standard or overall has not significantly

improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

U) *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.

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

W) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

X) 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:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal

Attainment of Student Learning Goal

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

Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

Elements: Defines the individual components under each indicator

Descriptors: Describes practice at four levels of performance for each element

AA) *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

BB) *Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

CC) *Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

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

2) Evidence Used In Evaluation

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

A. Multiple measures of student learning, growth, and achievement, which shall include:

- i)** Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
- ii)** At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These

measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B. Judgments based on observations and artifacts of practice including:

i) Unannounced observations of practice of any duration.

ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products.

iv) Examination of student work samples.

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

i) Evidence compiled and presented by the Educator, including :

- 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;

Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal;

iii) Evidence of progress toward student learning outcomes goal.

iv) Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

3) Rubric

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

4) Evaluation Cycle: Training

A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

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

C. Employees shall receive training for any software that is used in the evaluation process (e.g. Teach Point). Said training shall be live so that it is interactive, allows for feedback, and provides timely answers to questions.

5) Evaluation Cycle: Annual Orientation

A. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These

may be electronically provided.

iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

6) Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

One goal directly related to improving the Educator's own professional practice.

One goal directed related to improving student learning.

Goals will be mutually agreed upon by evaluator and educator.

B. Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the

Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice goal and student learning goal which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

C. Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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

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

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

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

ii) The Educator shall have at least four unannounced observations during the school year.

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

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

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

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

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

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

10) Observations

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

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

When observing Educators, the Evaluator shall utilize the *Report of Observation Form* found in the Appendix. If an observation raises questions or concerns, the Evaluator will check the "We need to talk" box found on the report form. Upon receipt of the form, the Educator will have two days to request a meeting with the Evaluator.

If an observation is of concern, the Evaluator's concerns shall be in writing and shall include the specific standard(s) and/or indicator(s) in question; the evidence supporting the concern(s); suggested actions for correcting the problem; and any supports and resources that are available to the Educator. The Educator is responsible for addressing the need for improvement.

The Educator may submit comments and/or additional information that is relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's personnel file and the Evaluator who collected and documented the evidence shall acknowledge receipt with his/her signature.

A. Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5

school days of the observation. The written feedback shall be delivered to the Educator in person, placed in the Educator's mailbox or mailed to the Educator's home.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B. Announced Observations

i) All non-PTS Educators in their first year in the school and PTS Educators on Improvement Plans shall have at least one Announced Observation.

(a) The Evaluator, with input from the Educator, shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(c) The Educator shall provide the Evaluator a draft of the lesson (UBD template: stage 3 – Lesson Plan), student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with any changes prior to the observation.

(d) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

C. Within 5 school days of the observation, the Evaluator and Educator shall meet, normally during the school day, for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

D. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(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.

Record of Observations and Evaluations

- A) Each Educator's Evaluation shall consist of the agreed upon collection of evidence forms in Appendix A.
- B) The report of the observation and evaluations shall be maintained as part of the Educator's personnel file, pursuant to Article VII D in the CBA. This record shall be used to document and preserve evidence utilized in the evaluation process.
- C) Every Educator shall have the right to compile and present any evidence or information that relates to his/her performance against the standards and/or progress toward plan goals. The Educator may share said evidence/information with his/her Evaluator(s) at any point in the evaluation cycle consistent with the DESE timeline. The Employer shall acknowledge receipt of said contents with his/her signature.

12) Evaluation Cycle: Formative Assessment

A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice. Formative or Summative Evaluation reports shall be based primarily on evidence provided by the Evaluator(s) and Educator consistent with the evaluation process.

Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on

Performance Standards and overall, or both

No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, or to the Educator's school mailbox or home.

The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A. Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, or to the Educator's school mailbox or home.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

G. The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) Evaluation Cycle: Summative Evaluation

A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two-year Educator Plan, the summative report must be written and provided to the educator by May 15th.

B. The Evaluator determines a rating on each standard and an overall rating based on the

Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C. The professional judgment of the primary evaluator shall be considered in the overall summative rating that the Educator receives.

D. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review. The Superintendent shall not act as a primary evaluator in Westport.

E. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

G. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, or to the Educator's school mailbox or home no later than May 15th.

J. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

K. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

L. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

M. The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

O. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B. The Educator Plan shall include, but is not limited to:

i) One goal related to improvement of practice tied to one or more Performance Standards;

ii) One goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

- A. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) Educator Plans: Directed Growth Plan

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

19) Educator Plans: Improvement Plan

- A.** An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B.** The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins. It will be up to the Educator whether or not he or she participates in summer activities.
- C.** The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D.** An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E.** The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F.** The Improvement Plan process shall include:
- i)** Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii)** The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii)** If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G.** The Improvement Plan shall:
- i)** Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

- ii)** Describe the activities and work products the Educator must complete as a means of improving performance;
- iii)** Describe the assistance that the district will make available to the Educator;
- iv)** Articulate the measurable outcomes that will be accepted as evidence of improvement;
- v)** Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- vi)** Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- vii)** Include the signatures of the Educator and Supervising Evaluator.

H. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

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

i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

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

Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

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

B) Educators on Plans of Less than One Year

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

21) Career Advancement

A. In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B. In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C. Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22) Rating Impact on Student Learning Growth

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

23) Using Student feedback in Educator Evaluation

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

24) Using Staff feedback in Educator Evaluation

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

25) Transition from Existing Evaluation System

A. The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B. The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

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

D. The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26) General Provisions

A. Only Educators who are licensed may serve as primary evaluators of Educators.

B. Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator’s ability to investigate a complaint, or secure assistance to support an Educator.

C. The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator’s supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator’s supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

F. It is agreed that this language will be reviewed by DESE and further discussion may need to take place. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Evaluation Templates

1. Educator Tracking Sheet
2. Self-Assessment Form
3. Goal Setting Form
4. Educator Plan Form
5. Observation Form
6. Pre-Announced Observation Conference Form
7. Announced Observation Form
8. Evaluator Record of Evidence Form
9. Educator Collection of Evidence Form
10. Formative Assessment Report Form
11. Formative Evaluation Report Form
12. Summative Evaluation Report Form
13. Educator response Form
14. Improvement Plan for Corrective Action Form

Evaluation Tracking Sheet



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

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

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

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

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

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

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

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

Self-Assessment Form



Educator—Name/Title: _____

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

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

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

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

Team, if applicable: _____

List Team Members below:

Self-Assessment Form



Educator—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

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

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

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

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

Goal Setting Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Check all that apply¹: Proposed Goals Final Goals Date: _____

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

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

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

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

¹ If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

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

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

Start Date: _____ End Date: _____

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

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

Student Learning Goal(s): Planned Activities

*Describe actions the educator will take to attain the student learning goal(s).
Activities may apply to individual and/or team. Attach additional pages as needed.*

Action	Supports/Resources from School/District¹	Timeline or Frequency

*Additional detail may be attached if needed



**WESTPORT
COMMUNITY SCHOOLS**

Report of Observation

EDUCATOR: _____

EVALUATOR: _____

DATE OF VISIT: _____ **CLASS OR GRADE
LEVEL:** _____

ANNOUNCED **UNANNOUNCED** **OTHER**

EVALUATOR'S COMMENTS:

We need to talk.

Evaluator's Signature **Position** **Date**

Educator's Signature **Position** **Date**

The signature of the educator means only that s/he has read this document. The evaluator will present the form to the educator within 10 working days of the observation. The educator may attach a written statement or evidence of his/her own provided s/he does so within ten working days of receipt of this form.

Educator Plan Form



Educator—Name/Title: _____

Professional Practice Goal(s): Planned Activities <i>Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District ¹	Timeline or Frequency

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

Signature of Evaluator _____ Date _____

Signature of Educator _____ Date _____

* As the evaluator retains final authority over goals to be included in an educator’s plan (see [603 CMR 35.06\(3\)\(c\)](#)), the signature of the educator indicates that he or she has received the Goal Setting Form with the “Final Goal” box checked, indicating the evaluator’s approval of the goals. The educator’s signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that “It is the educator’s responsibility to attain the goals in the plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.” (see [603 CMR 35.06\(4\)](#))

¹ Must identify means for educator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#)

Evaluator Record of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Academic Year: _____ Educator Plan and Duration: _____

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

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

Evaluator Record of Evidence Form

Educator: _____ Evaluator: _____

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

*note if classroom observations are announced or unannounced

Educator Collection of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Evidence pertains to (check all that apply)¹:

- Fulfillment of professional responsibilities and growth
- Evidence of outreach to and ongoing engagement with families
- Progress toward attaining student learning goal(s)
- Progress toward attaining professional practice goal(s)
- Other: _____

Summary of Evidence

*Summarize the evidence compiled to be presented to evaluator with a brief analysis.
Attach additional pages as needed.*

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

Educator—Name/Title: _____

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

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Assessing¹:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

Describe current level of progress and feedback for improvement. Attach additional pages as needed.

--

Progress Toward Professional Practice Goal(s)

Describe current level of progress. Attach additional pages as needed.

--

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

Formative Assessment Report Form



Educator—Name/Title: _____

Performance on Each Standard

Describe performance and feedback for improvement. Attach additional pages as needed.

I: Curriculum, Planning, & Assessment

II: Teaching All Students

III: Family & Community Engagement

IV: Professional Culture

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

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

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

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

Formative Evaluation Report Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Assessing¹:

Progress toward attaining goals Performance on Standards Both

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Educator—Name/Title: _____

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

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

Formative Evaluation Report Form



Rating on Each Standard

I: Curriculum, Planning, & Assessment Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Educator—Name/Title: _____

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

Overall Performance Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Plan Moving Forward

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

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

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

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

Summative Evaluation Report Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

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

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Summative Evaluation Report Form



Educator—Name/Title: _____

Rating on Each Standard

I: Curriculum, Planning, & Assessment Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Summative Evaluation Report Form



Educator—Name/Title: _____

Overall Performance Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Plan Moving Forward

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

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

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

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

Educator Response Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Response to: (check all that apply)

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

Educator Response

Attach additional pages as needed

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

Appendices

Appendix B: Setting SMART Goals¹

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

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

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

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

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

First, an example of *not* being “SMART” with goals: *I will lose weight and get in condition.*

Getting SMARTer: *Between March 15 and Memorial Day, I will lose 10 pounds and be able to run 1 mile nonstop.*

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

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

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

Key Actions

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

Benchmarks:

- For process, maintaining a daily record of calorie intake and exercise

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

Appendices

- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

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

M = Measurable

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

A = Action Oriented

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

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

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

T = Timed

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

