

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT  
COMMITTEE**

**AND**

**MINUTEMAN FACULTY ASSOCIATION**

**FOR THE PERIOD OF**

**JULY 1, 2020 UNTIL JUNE 30, 2023**

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## ARTICLE I

### ASSOCIATION RECOGNITION AND DEFINITION

#### **A. RECOGNITION**

The Committee recognizes the Minuteman Faculty Association as the exclusive bargaining representative for all permanent, full-time professional employees in the following job classifications:

1. Academic and vocational teachers employed in an area requiring teacher certification or licensing and/or approval under Massachusetts law.
2. Guidance counselors, audio-visual specialists, librarians and school nurses.
3. Special Education teachers even if serving as contracted service agents as long as they work in certified positions for 20 hours or more per week provided, however, that the following personnel will not be represented or covered by this Agreement:
  - a. Administrators named as such by the School Committee whether full-time or part-time.
  - b. Temporary teachers including substitutes, those employed under grants or contracted service arrangements except as described in A-3 above, those employed for less than 20 hours per week.
  - c. Any personnel not defined above who are employed in positions not requiring or having teacher certifications, licensing, and/or approvals under Massachusetts law.
4. Extended Contracts:

Certain teachers are regularly required to work more than the standard work year for specific reoccurring duties which will be so defined on their contracts as part of their salaries, including any specific differentials approved by the School Committee. These positions will be subject to retirement deduction and benefits under and subject to state law. These shall include the following positions when filled:

- a. Academic Department Chairs and Career & Technical Education Cluster Chairs will work a minimum of 188 days up to a maximum of 208 days depending upon periodic job evaluation by the superintendent or designee.
- b. Director of Guidance and Admissions will work a minimum of 213 days.
- c. Scheduling and Co-op Coordinator who will work a minimum of 213 days.

The salary rate for extended contracts will be 2.5% times base teacher salary rate per week (5 full days), or in the case of Academic Department Chairs and Career & Technical Education Chairs who are required to work between 188 and 208 days will be paid an annual differential. For the 2014-2015 contract year this differential is \$ \$7,840.74. The base

annual salary will be the school year base salary listed on the annual contract issued to a teacher for the school year beginning after July 1 in which he or she is scheduled to work. In addition, for those positions where lengthened days and very demanding duties so justify, the School Committee may vote position differentials on a position-by-position basis.

Effective July 1, 2015, the position of Academic Department Chairs and Career & Technical Education Cluster Chairs is eliminated.

Effective July 1, 2015, the position of Academic Lead Teacher and Career & Technical Education Lead Teacher is created. Lead Teachers will be paid an annual stipend as set forth at Appendix B; and will have a work year of 186 days.

## **B. DEFINITIONS**

- The terms “Committee” and “School Committee” as used in this Agreement mean the Minuteman Regional Vocational Technical School District Committee.
- The term “Parties” as used in this Agreement refers to the Committee and the Association as participants in the Agreement.
- The term “School” as used in this Agreement means any work location or functional division maintained by the School Committee.
- The terms “Professional,” “Teacher,” “Person” and “Unit Member” as used in this Agreement refer to a person employed by the Committee in the bargaining unit as described in Section A of Article I. This applies to both Academic and Vocational staff.
- The term “Association Representative” as used in this Agreement means any duly authorized designee of the Association.
- “Teaching Periods” are those periods in which the teacher is actively involved with the pupil in the act of teaching, and has participated in the planning for the instruction to be conducted.
- “Homeroom Classes” are those in which students assemble in the morning and other times during the day for administrative purposes.
- “Administrators” are those professional staff members who spend 50% or more of their work time in fulfilling duties designated as administrative by vote of the School Committee.
- “Duty Periods” are those periods during which the teacher is programmed for a regular activity other than teaching.
- The term “Transfer” is defined as a change from one discipline to another, e.g. from Mathematics to Social Studies but not from algebra to calculus, subjects in the same discipline.

- Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.
- “Formal Evaluation” is an evaluation resulting in a written report or letter that is placed in the employee’s personnel file.
- “Preparation Periods” are those periods during which the teacher is not assigned to either teaching or non-teaching duty but may use the time for planning or other preparation for or follow-up on such duties unless emergency assistance is requested by an administrator.
- **Bargaining Unit A**

For purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment, the negotiation of agreements and any questions arising thereunder, the members of the professional staff covered by this contract shall include all professional employees as listed below. As used in this contract the words “professional staff” and teachers shall be synonymous and shall include all professional employees except as the context may otherwise require or in accordance with the coverage of the Agreement described above with respect to nurses, references to “teachers with professional status” shall be deemed to refer to nurses who have completed at least three continuous years of service in the Minuteman School system, and references to teachers who have not acquired professional teacher status (herein called “teachers with pre-professional status”) shall be deemed to refer to nurses who have not completed three continuous years of service in the Minuteman School system.

***Bargaining Unit A = Teachers (Academic, SPED, and Vocational), Nurses, Librarian, Guidance Counselors, School Psychologist, School Social Worker, Health & Safety Officer.***

**UNIT A = Salary Positions; No Evaluation responsibilities:**

*Teachers (Academic, SPED, and Vocational), Career Teachers, Nurses, Librarian, Guidance Counselors, School Psychologist, School Social Worker, Health & Safety Officer.*

In Summary, Unit A includes those professionals who have direct contact with students in the following capacities: teaching, clinical assistance, counseling services, library-based services, etc.

- **Bargaining Unit B**

For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the negotiation of agreements and any questions arising there under, the members of professional staff covered by this contract shall include all person(s) who regularly work full-time or part-time in any of the following positions: Academic & Vocational Support Services, Academic Department Chairs (Senior Teachers), Vocational Cluster Chairs, Coordinators of After School Program, Summer School Director, and Athletic Director.



**UNIT B = Stipend Positions with Evaluative Responsibilities:**

Academic & Vocational Support Services, Academic Department Chairs, Vocational Cluster Chairs and Athletic Director.

- **Miscellaneous Titles/Duties**

**Under Unit A or B – Stipend Positions; Non-Evaluative Responsibilities:**

Co-op Coordinator, Scholarship Committee Lead, ELL Lead, Mentors, Portfolio Lead, Non-Traditional Career Advisor, MCAS Lead, Coaches, Clubs and Organizations Advisors, Class Advisors, Advisory Committee Lead, Academic Lead Teacher, and Career & Technical Education Lead Teacher.

<b>ADMINISTRATORS</b>	<b>NON-TEACHING ADMINISTRATIVE SUPPORT NON-SECRETARIAL UNIT</b>	<b>UNIT A</b>	
		<b>Instructional Responsibilities</b>	<b>Support Functions</b>
Superintendents Assistant Superintendents Principal/Academic Coordinator Assistant Principal Director of Career & Voc/Tech	Director of Student Activities Admission Coordinator Computer Technician Transportation Coordinator Records Manager	Teachers Academic Vocational SPED	Nurses Librarian Counselors School Psychologist School Social Worker Health & Safety
Programs		<b>UNIT A – Stipend (No evaluative responsibility)</b> Academic Lead Teachers CTE Lead Teachers	
Director of Instruction & Assessment Director Pupil Services Director of Guidance Director of Special Ed Director of Information Technology Community Ed Director Business Office Manager Facilities Manager	School Res Officer	<b>UNIT B – Stipend (Includes Evaluative Responsibilities)</b> Academic, Vocational & Support Services Athletic Director Academic Dept chairs Vocation Cluster Chairs	

## **ARTICLE II**

### **NO DISCRIMINATION**

As sole collective bargaining agent, the Association will accept into voluntary membership all professionals covered by this Agreement without regard to race, creed, color, religion, age, national origin, political activities, gender, marital status, sexual preference and affiliation with other organizations.

The Committee and Association agree to continue their practice of not discriminating against any employee in the bargaining unit as defined above because of race, gender, national origin, marital status, sexual preference, work age in accordance with law.

## **ARTICLE III**

### **TEACHER EMPLOYMENT**

#### **A. EVALUATION PHILOSOPHY**

The Minuteman Regional Vocational Technical School is committed to an educational program which allows all students to progress continuously at their own learning rate in each subject area, which the goal of developing marketable skills and the academic foundation for further education as well as providing for the personal growth necessary for making life choices.

The School recognizes that such a program and goal can be successful only if the School is staffed by teachers who understand this concept and have a genuine commitment to it. Only teachers who demonstrate such understanding by outstanding performance should be granted professional teacher status. Professional teacher status will be given only to those teachers who are highly qualified.

The following criteria will be considered in evaluating all teachers:

1. The teacher must be able to teach in a classroom environment in which a number of learning activities are going on simultaneously.
2. The teacher must be able to function as a facilitator as well as a dispenser of knowledge, bringing appropriate resources to the student in a continuous learning experience.
3. The teacher must be well-qualified, certified, and/or licensed in his or her subject field and must be able to function effectively as a key link in a career information system for students.
4. The teacher must be able to work and teach creatively with a diverse and representative group of students.
5. The teacher must be able to function as a member of a team with other teachers, guidance counselors, and administration in a constructive and cooperative manner.

**B. EVALUATION PROCEDURE**

The evaluation procedures can be found in Appendix E.

**C. CLASS SIZE**

The District School Committee and the Association both recognize that teaching and learning abilities may be greatly influenced by class size. Therefore, should a teacher be assigned to teach a class whose size, in his opinion, presents an untenable situation, the teacher may request remedial action by his immediate supervisor and, if necessary, the appropriate area administrator. If satisfactory action is not then forthcoming, the teacher may request action by the Superintendent. If the Superintendent's action does not seem adequate, the teacher may request that the Superintendent schedule Committee review of the matter. The topic will then be presented to the Committee for whatever action it deems appropriate.

**D. MARKING**

1. At the beginning of each school year, a calendar shall be published addressing specific marking and progress reports due dates for the year.
2. Said calendar shall be distributed to the professional staff no later than October 1.
3. Marks shall be done no sooner than three working days after the close of each format period or by the last teacher working day of the school year, whichever occurs first.

**ARTICLE IV**

**COMPENSATION**

**A. BASIC SALARY SCHEDULE**

The basic salaries and associated salary regulation for all persons covered by this Agreement are set forth in Appendix A.

**B. JOB TITLES AND DESCRIPTIONS**

1. In addition to the job titles recognized in Article I Section A #4, the following job titles also exist:
  - a. Teacher
  - b. Lead Teacher
2. Job descriptions and salary level placement shall be based upon degree of responsibility and shall be clearly defined. One or more of the job titles and descriptions may be contained on one sheet at the discretion of the Superintendent. Description sheets will be made available to staff members on request. The Committee retains the right to make all appointments to, or changes in, job titles of individual teachers.

3. The Superintendent may propose new or modified job descriptions. He or she will place a copy of any new or changed description in the Association President's central office mailbox at least one week prior to scheduled implementation. During that week, the Association will take one of two actions:
  - a. Notify the Superintendent in writing that it has no comment OR
  - b. Request a meeting with the Superintendent to offer suggestions, in which case a meeting will be scheduled by the Superintendent prior to implementation.

After "a" or "b" above and review of any Association suggestions, the Superintendent will then implement the job description that he/she considers appropriate.

4. Salary differentials for special assignments for which figures have not been specifically negotiated in this contract may be set by the Superintendent and School Committee.

#### **C. SALARY PAYMENT**

1. Base salaries of members of the bargaining unit will be paid on a bi-weekly basis with the teacher electing one of these options prior to September of his/her contract period:

- a. September through June payments

**OR**

- b. September through August payments. At his discretion, the Superintendent may authorize a pay option that starts in July for personnel granted summer work as part of their school year contract.

2. Individual pay checks or notification of direct deposits will be enclosed in an envelope.

#### **D. PAYROLL DEDUCTION**

The Committee agrees to deduct from the salaries of teachers who must have on file with the Committee an executed current Dues or Agency Fee Deduction Authorization Card, in the form set out below as a condition of employment. Teachers may also have the option to fully pay their agency fee or dues in full in cash prior to December 31<sup>st</sup> of the applicable year. Teacher authorization for deduction shall be in writing utilizing the dues deduction form, (see sample below).

**SAMPLE DUES DEDUCTION AUTHORIZATION FORM**

I hereby request and authorize the Minuteman Regional Vocational Technical School District Committee to deduct from my earnings and to transmit to the Treasurer of the Minuteman Faculty Association regular payments of the annual membership dues of said Minuteman Faculty Association.

Once this authorization is filed and implemented, deduction will continue in any school year unless I provide written notice to the contrary to the District's business manager at least one month prior to the start of that school year or unless I leave my employment in the District.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization form, and relieve said Committee, and any or all officers of the Committee from any liability thereof.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Deductions referred to in this Section D shall be made in equal payments in amounts certified by the Association Treasurer as being the regular membership dues of the Association and shall commence October of each school year.

The Treasurer of the Minuteman Regional Vocational School District will submit the amount deducted to the Association Treasurer within seven working days after the issuance of the paycheck from which the deductions were taken.

The provisions of this Section D shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Minuteman Regional Vocational Technical School District shall be satisfied, on an annual basis, by such evidence as he may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporation and Taxation, for the faithful performance of his duties, in a sum and with such surety of sureties as are satisfactory to the District Treasurer.

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

**E. PROFESSIONAL DEVELOPMENT – COURSE AND SEMINAR REIMBURSEMENT**

1. A fund of \$25,000.00 per school year will be proposed in the annual budget. This fund will be designed to support tuition costs for college, industry, or other courses or seminars judged important to achievement of the school's mission. The application and award process will be defined by the Principal in consultation with the Minuteman Faculty Association and will be published by June 1<sup>st</sup> of the preceding year. Applications with

directions may be obtained from your director, department chair, cluster chair, Academic or CTE lead teacher, building representative or the principal.

2. Effective July 1, 2014, an individual member's annual reimbursement is capped at \$750.00.
3. Effective July 1, 2015, an individual member's annual reimbursement is capped at \$1,000.00.

**F. ACTIVITIES ADVISOR SALARIES** (salary paid for additional services per collective bargaining agreement)

Refer to Appendix B

**G. COACHING SALARIES** (salary paid for additional services per collective bargaining agreement)

Refer to Appendix C

**H. EARLY RETIREMENT NOTIFICATION INCENTIVE**

Members who have worked for the Minuteman School District for a minimum of ten (10) years are eligible for an early retirement notification incentive of Six Thousand Dollars (\$6,000.00) on condition they provide the District with one (1) year notice and agree to complete the entire school year in which they intend to retire. Written notice of intent to retire must be indicated on the Annual Salary Survey in June of the year preceding the teacher's final year of employment. Payment will be made on the last paycheck of the Fiscal Year of retirement. If unforeseen circumstances occur after this notice is given which creates a hardship for a teacher, the Superintendent may permit on a non-precedent setting basis, waiving the notice on the Annual Salary Survey. If unforeseen circumstances exist which create a hardship for a teacher who has given notice to retire, the Superintendent may permit on a non-precedent setting basis, waiver of the irrevocability of the retirement.

**ARTICLE V**

**SUPPLEMENTAL BENEFITS**

**A. HEALTH INSURANCE COVERAGE**

1. The District (School Committee) and the Association agree to accept the terms of a Jointly Managed Trust health care agreement, to be controlled by a governing board of Trustees as defined in the Trust's Bylaws.

Both parties agree to accept the health plans and benefit levels, including plan design, selected by the Trustees for the period commencing July 1, 2011. However, the percentage share of the premiums to be paid by the employees/District shall be subject to local negotiations.

2. The District will provide 75% of the cost of the premium as chosen by the employee.

3. Unit members who retire immediately from service at Minuteman and do not work for another public retirement system will be allowed to join the Minuteman health insurance plan with 60% of the cost of the premiums to be paid by the District beginning in July 2003.
4. The current Labor Trustees and alternate selected shall be granted release time in accordance with the Trust participation agreement.
5. The District will provide a dental plan for its active employees. Said dental plan's premium will be shared at a cost of 50% by the District and 50% by the employee.

**B. LIFE INSURANCE**

1. Life insurance benefits offered through June 30, 2011 will equal or exceed benefits offered in July of 2003.
2. Life insurance shall be made available to each unit member as follows:
  - a. Basic coverage of term life insurance up to a \$2,000.00 maximum for which the District assumes 50% of the premium cost.
  - b. Option term insurance coverage consisting of a maximum face value amount equal to said unit member's current year gross salary less any factor necessary to observe statutory limitations on this option. Cost of optional coverage shall be paid completely by the participating unit member. Changes in optional amounts may be made once annually at a time announced by the Business Manager.

**C. TAX SHELTERED ANNUITY**

The Committee agrees to deduct from the salaries of teachers monies for tax sheltered annuities as provided under and subject to the provisions of the General Laws of the Commonwealth and regulations of the Internal Revenue Service.

**D. CREDIT UNION**

All unit members shall have the option of joining the Town of Lexington Municipal Employees Credit Union as long as that Credit Union is willing to accept such membership at no cost (other than payroll deduction) to the District. In regard to this option, the Committee agrees to deduct from the salaries of unit members monies related to financial transactions between said unit member and the Credit Union.

**E. WORKER'S COMPENSATION**

1. The District agrees to provide worker's compensation insurance for all unit members as required by law.



2. The District shall compensate unit members who have accumulated sick leave (Sick leave bank provisions will not apply to any case involving worker's compensation) for the difference between worker's compensation benefits and said member's salary.

**F. DIRECT DEPOSIT**

The District will directly deposit payroll checks to said employee's bank of choice. The District reserves the right to issue payroll checks in lieu of direct deposit and employees will be notified as soon as possible should the District need to exercise this right.

**G. SECTION 125 FLEXIBLE BENEFITS PLAN**

The District will make available to each eligible employee a Dependent Care Assistance Plan and a Medical Expense Reimbursement Plan that may be elected by an employee on an annual basis, said Plans to be effective September 1 of each fiscal year. An employee may allocate up to the IRS limit (currently at \$5,000) annually for the Dependent Care Assistance Plan. The annual limit for the Medical Expense Reimbursement Plan will be announced during the enrollment period each fiscal year.

**H. Long Term Disability Insurance**

Contingent upon the Committee's acceptance of M.G.L. c. 32B, §11F, effective September 1, 2021, the Committee will offer group long term disability income insurance covering nonoccupational injury or disease to employees covered by the terms of this Agreement, with the employee responsible for 50% of the total monthly premium and the District responsible for the remaining 50%. Employees may opt into this insurance coverage during the posted enrollment period.

**ARTICLE VI**

**NON-TEACHING DUTIES**

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to facilitate learning and that his or her energies should be utilized to this end. Both acknowledge that new initiatives are essential to a high performing school system and that the change process needs to be conducted in an orderly and participatory manner. For successful implementation, said goals and/or initiatives will be determined by administrators along with the participation of the MFA and with staff participation as practiced in a professional learning community. It is further recognized that the maintenance of a safe and positive school culture and the creation of a good learning and campus environment is a responsibility of teachers in conjunction with administrators and the School Committee.
- B. The Committee and the Association recognize that Teacher-pupil relationships outside of the classroom in school-sponsored forums are regarded as essential to the total educational program of the school system. Therefore, teachers' responsibilities shall include participation in co-curricular activities.

- C. Teachers assigned to duties shall be guaranteed a 30-minute duty free lunch time daily in accordance with the established schedule except in emergencies where the health or safety of students may be affected in the judgment of a district administrator.
- D. Teachers will not be required to drive pupils to activities which take place away from the school building.
- E. During each school day, all academic, vocational and special education teachers will have one preparation period equal in length to one academic class period scheduled by the administration reserved for research, preparation, correcting and other tasks, said period to be free of assignment to teaching or extra duties except in cases of emergency where the health or safety of students may be affected in the judgment of a District administrator. The homeroom period will not be considered part of preparation reserved time. Contact time includes, but is not limited to, teaching periods, required meetings, and/or any scheduled consultation collaboration duties. Teachers may voluntarily establish schedules that call for more student contact time. It is understood that due to scheduling and/or staffing issues, the administration may from time to time require a teacher to work during his/her preparation reserved time.
- F. Other than on a temporary emergency basis, no teacher will be asked to serve as a substitute teacher. Substitute teaching will be defined as any time a teacher is asked to deliver instruction to students for whom he or she is not, at that point in time, teacher of record. Arrangements for substitute teachers will be made by the administration only. Teachers used on a temporary emergency basis for substitute teaching will be paid the equivalent of substitute teacher pay (prorated on a seven period day), at the 21+ day substitute rate (FY 11 current rate is \$100.00/per day).
- G. Teachers will be expected to attend and support open house or recruiting sessions and special student or cluster activities within the context of their professional obligations as defined in Article X. An Association representative may participate in planning for major tours and open house programs and may raise concerns to the Principal or Superintendent if any expectations seem unreasonable.
- H. Any teacher serving as a cluster or department lead teacher will teach no more than an average of four academic periods a day. The past practice of the parties in effect as of September 2014 relative to the interpretation and application of this provision shall continue for the duration of the 2017-2020 collective bargaining agreement.

## **ARTICLE VII**

### **TEACHER ASSIGNMENTS AND TRANSFERS**

- A. Teachers shall not be required to teach outside of the limits of their area of certification and/or licensing except in emergencies or unusual circumstances approved by the Principal or Superintendent-Director.

Effective for the start of the 2020-2021 school year, if the Principal or Superintendent-Director determines that an emergency or unusual circumstance exists and requires any teachers to teach

outside any license certifications in accordance with DESE regulations, the following process will be utilized to fill such assignment:

1. The Superintendent-Director will inform and, if requested, meet with the Association Executive Board to discuss the need to have teachers assigned outside of their licensed certification.
  2. After the meeting with Association Executive Board, the Superintendent-Director or designee will first post the necessary assignment to the entire Association for a minimum of five days to solicit qualified volunteers for the position who do not have a full workload as determined by the Superintendent-Director or designee. The Superintendent-Director will inform the Association Executive Board regarding the results of the solicitation for volunteers and, if requested, will meet with the Association Executive Board to discuss the results of the solicitation for volunteers.
  3. If the Superintendent-Director or designee determines there is no volunteer qualified for the assignment, the District reserves the right to fill the assignment with the most qualified bargaining unit member, based on factors including but not limited to: current workload, experience, licensure and seniority. The provisions of this Article VII, Section A is subject to the grievance and arbitration procedures set forth in Article XIV of this Agreement. Furthermore, in the event that the parties arbitrate a violation of this Section A and an arbitrator determines that the Committee has violated this provision, the parties agree that an arbitrator does not have the authority to award the contested assignment to another candidate.
  4. To the extent that any teacher is required, pursuant to the provisions of this Section A to teach classes outside his or her certification, no such teacher will receive a negative evaluation based on his or her performance related to the content or subject matter in the class(es) for which he or she is not certified to teach. The District reserves all other rights to evaluate the teacher objectively in accordance with all other applicable DESE evaluation standards.
- B.** Teachers who desire a change of their assignments may request a transfer to a different assignment and/or subject area of their preference. All such requests shall be made through the immediate supervisor to the appropriate manager and will be acknowledged in writing. If the request is denied, the teacher will be given a reason for the denial.

In the case of involuntary transfer of a teacher from the position for which the teacher was originally hired, the teacher involved will be entitled to meet with the Superintendent-Director to discuss the implications of the transfer and the teacher's request. Such transfers shall be made only for the good of the school system and shall not be made for arbitrary, capricious, or punitive reasons.

## **ARTICLE VIII**

### **REDUCTION IN FORCE**

When the School Committee determines that positions should be abolished or that the staff should be reduced, it shall, consistent with applicable law, determine which teachers will be released in accordance with the following procedures and sequence.

#### **A. NORMAL ATTRITION**

When a position is abolished, members of the concerned department will be provided with a time period of 10 calendar days to indicate retirement or resignation plans. If the Committee judges that any voluntary retirements or resignations leave the school served with personnel it judges as fully qualified for the remaining positions, as such are defined by the Committee, it shall not direct any involuntary release of teaching personnel.

#### **B. QUALIFICATIONS**

A teacher shall not be eligible for continued employment unless he or she is qualified for positions remaining in the District. Qualifications for remaining positions defined by the Committee will be judged by the Committee according to the following guidelines:

1. The teacher must hold certification and/or approval or licensing for teaching in the area to which he or she will be assigned.
2. While state certification will often indicate qualification, there can be exceptions to this which the Committee considers adequate in the subjects to be taught or areas to be supervised or, if the Committee so determines, be scheduled to gain that training or experience prior to teaching situation. In such cases defined by the Committee, the teacher must have training or experience or supervising subjects or areas for which the Committee considers present background inadequate.
3. To be considered qualified, the teacher must have been previously appointed by the Committee as a teacher or supervisor in the department or cluster where the teaching will take place; or, if the Committee judges that (1) and (2) above have been fulfilled, be recommended in accordance with a special interviewing process implemented by the Superintendent to review requests from persons who have more than one certification and who wish to transfer to other departments where their backgrounds might lead to continued employment.
4. The Committee may require that qualifications be based on a teacher's file being free from formal evaluations which record a significantly negative level of performance, subject to the requirements that:
  - a. "Significantly negative" shall mean performance which has resulted in a written warning from the Superintendent that employment might be terminated because of performance. However, demotion or warning of possible demotion to a lower level of job description (lead teacher to teacher) will not constitute disqualification for

continued employment at the lower level unless the Committee determines that the performance evaluation pertains to that lower level; if the Committee judges that the evaluation criticism does not apply to the lower level, the other factors in this Article VII shall be applied in determining a teacher's status.

- b. In the case of teachers who have earned Professional Teacher Status, the "significantly negative" evaluation record must include such warnings issued in at least two different school years, including the partial year during which a decision is to be made on the applicable staff reduction; provided that at least 30-calendar-day period shall have elapsed prior to the date on which a decision is to be made by the Committee, during which period the teacher could have appealed any evaluation warning to the Superintendent and/or to the Committee. If any such appeal has been taken and resulted in a ruling by the Superintendent or Committee in favor of the teacher, the overruled evaluation warning shall not then constitute grounds for lack of qualification for dismissal or be construed to deny the rights of the teacher under Section 42 of Chapter 71 of the Massachusetts General Laws. Formal evaluations shall consist of (a) those types of evaluations reference in Article III subsection B#1 and/or (b) one or more separate letters from the Superintendent.

#### **C. PROFESSIONAL STATUS TEACHERS**

A teacher who has earned Professional Teacher Status and has been judged by the Principal as qualified for a remaining position, will be released only after all similarly qualified non-professional status teachers have been released. If two or more professional status teachers are judged qualified for a remaining position, the teacher with greater seniority (length of continuous service) shall be retained.

#### **D. NON-PROFESSIONAL STATUS TEACHERS**

In accordance with applicable law, as interpreted and construed as of the date of execution of the contract, the Superintendent or Principal retains the right not to annually renew the contract of a non-professional status teacher. However, under normal evaluation circumstances the Superintendent shall arrange the order of release of non-professional status teachers on the basis of qualifications and his study of filed evaluation reports on those teachers. If the Superintendent judges that two or more non-professional status teachers have equal qualifications for a remaining position and have substantially equal evaluation status, he shall recommend release of non-professional status teachers in order of decreasing seniority status, the person with the least seniority being released first. The Superintendent's and the Principal's judgments on renewal here will not be subject to grievance or legal actions.

#### **E. SENIORITY**

Seniority status shall be determined by continuous employment in the Minuteman District beginning with the first day worked in a permanent position and including any periods of authorized leave of absence. Ties in seniority (length of service) shall be resolved by lot.

## **F. CONTINUED RIGHTS**

A teacher released from employment under this Article VIII shall have:

1. The right to priority for recall to a full-time teaching position during the school year after the last full school year in which they worked provided that they have remained actively certified or licensed.
2. The right to first-call on the substitute list for the next school year after release in whatever area the Principal judges appropriate if requested by the teacher. Released teachers employed as substitutes will be paid at standard Minuteman substitute rates set by the Principal.

## **G. PERSONS COVERED**

This article does not apply to teachers released on the basis of evaluations or to those who resign. However, unit members who are released from employment under Article VIII shall be eligible to apply for a contracted service position and, if judged by the Superintendent and School Committee to be qualified for same, to compete for annual appointment to the contracted service position.

## **ARTICLE IX**

### **TEACHER FILES**

**A.** Teacher files shall be maintained under the following circumstances:

1. No material referring to a teacher's conduct, service, character, or personality shall be placed in the files unless relating to his/her professional job responsibilities or performance and according to the provisions of Chapter 71, Section 42C of the Massachusetts General Laws.
2. The teacher shall be sent a dated copy of any material placed in the file at the same time said material is placed in the file.
3. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file.
4. A teacher shall be given access to his or her file without reasonable delay. In no instance shall a delay exceed one full work day.
5. Upon receipt of a written request the teacher shall be furnished a reproduction of any material other than officially confidential references in his file, either without charge or at a cost not to exceed 10¢ per page of material copied. Such copy should be furnished within two working days of the receipt of a written request.
6. Grievance materials will not be placed in the personnel file.

- B. No file will be maintained on any teacher except the official personnel file. This does not exclude District or Committee use of standard correspondence files with a teacher being given full opportunity to review same as it might apply to him or her.
- C. The Business Manager or his/her representative will respond to any written salary verification request within two working days of the date the request is received. All salary verification requests must be in writing unless previously arranged with the Business manager or his/her representative.
- D. No staff member who has obtained professional status at Minuteman will be disciplined, reprimanded, reduced in rank or compensation without just cause (just cause as defined MGL 71, section 42). The above does not apply to the dismissal or non-renewal of a non-professional status teacher or to the dismissal of a professional status teacher, which shall be handled in accordance with the procedures set forth in Chapter 71, Section 42 of the Massachusetts General Laws.

## **ARTICLE X**

### **WORK YEAR AND HOLIDAYS**

#### **A. WORK YEAR**

1. The work year will consist of 182 (183 for new teachers, which shall be increased to 185 days effective July 1, 2015) teacher days consisting of the following:
  - a. The work year for teachers will consist of 180 student workdays, but no less than 990 contact hours as mandated by the Massachusetts Department of Elementary and Secondary Education.
  - b. All teachers will report for duty the first day of school for students as noted in the school calendar. Teachers new to the district, in their first full September are required by DESE to be mentored for their first two years of employment at Minuteman, will report for duty two full days prior to the first day of school for all students. Effective July 1, 2015, new teachers will report for duty four (4) full days prior to the first day of school for all students at no additional compensation.
  - c. Effective July 2, 2015, at the option of the Superintendent or his/her designee, New Teacher Mentors may be required to work up to two (2) additional days prior to the start of the school year, for which the Mentor shall be compensated at his/her per diem rate.
  - d. Teachers who complete all end-of-year assignments and obtain written approval from his/her Cluster or Department Lead Teacher on the "year end close-out" form, made available by the Administration on or before June 1<sup>st</sup> of the school year that is ending will be released on the last student day.

- e. Any teacher who does not properly complete close-down activities specified by the Superintendent and/or Principal and/or Director must remain on duty until those activities are properly completed.
  - f. Academic/CTE Lead Teacher Last Day: The last work day, as a teacher, for a academic or CTE lead teacher will be one day after students leave IF all of his/her supervised teachers have properly completed sign-out procedures. If all those supervised have not properly completed sign-out procedures, the department or cluster chair must remain on duty until all teachers under his or her supervision have been properly signed out.
2. Teachers may be required to attend no more than 4 full staff meetings as determined by the Superintendent. These staff meetings may last for up to one hour, but teachers will be required to stay no later than 3:35.
    - a. Emergency meetings may be called at the discretion of the Superintendent.
  3. Teachers will be required to attend no more than 10 cluster/department meetings. Times for these meetings will be determined by the Department or Cluster chair/lead teacher but will not exceed one hour.
  4. All teachers will be required to attend two (2) Parent-Teacher conferences of up to three (3) hours in duration each. In the Fall of each year, on a Thursday, Parent-Teacher conferences will be held beginning at 5:30 p.m. through 8:30 p.m. The following day, Friday, will be an early dismissal for students and teachers at 11:21 a.m. In the Spring of each year, on a Thursday, Parent-Teacher conferences will be held beginning at 12:30 p.m. through 3:30 p.m. Students will be dismissed at 11:21 a.m. that same day. In the spirit of professional learning communities, a school wide lunch will be organized in collaboration with the Association and supported by the District.

All teachers are required to attend one Back to School Night up to two (2) hours in duration. Dates and times will be determined by the Principal in consultation with the Association.

5. All teachers will be required to attend two tour days scheduled during the *school* day, and one open house or an equivalent event, of up to three hours in duration annually. Dates and times will be determined by the administration in consultation with the Association.
6. Teachers who are requested by the administration but not regularly required to work beyond the established work year for reasons other than completing end-of-year assignments will be compensated as set forth below. This includes, but is not limited to, teachers who assist in administrative duties.
  - a. If teacher experience or knowledge is required, at the rate of 2.5% of their base salary per week of extra work. The base annual salary will be the school-year base salary listed on the last annual contract issued to a teacher before July 1<sup>st</sup> of the summer in which he or she works.



- b. For general worker labor, teachers will be paid at the rate of \$25.00 per hour of work performed.
- 7. The Friday before winter vacation (February vacation) will be a half day for students and staff.
- 8. Extended Contracts:  
  
Certain teachers and counselors are regularly required to work more than the established school year for specific reoccurring duties which will be so defined on their individual contracts (refer to Article I for details regarding extended contract).

**B. WORK DAY**

- 1. Minuteman’s exemplary student-centered culture is characterized by a strong work ethic, collaboration between administration and staff, and a universally steadfast dedication to continuously improving the education provided to students. The professional learning community model is a key part of the program.
- 2. To ensure student safety, the teachers’ work day on school premises will begin five minutes before homeroom begins, and end after the buses depart.
- 3. The above schedule refers to the regular school day which begins at 7: 40 a.m. and concludes at 2:30 p.m. These guidelines assume that successful teaching requires extensive planning and correcting which would require teachers to remain on the premises beyond the student work day. However, some of this planning and correcting can be accomplished outside of the school as a matter of professional flexibility. When a teacher’s presence is not required by a specific obligation, the teacher has freedom as to the use of his/her time.
  - i. In addition to the aforementioned guidelines, teachers will schedule and post 60 minutes of additional time beyond the regular school day for extra help and detentions on Thursdays to facilitate the scheduling of late buses and staff meetings. If the office hours conflict with professional development, military service duties, or other obligations to the school, the teacher will consult with their lead teacher to plan an alternative time.
  - ii. Teachers who leave prior to the above guidelines must request authorization from their lead teacher prior to departure.
  - iii. In the case of an emergency as determined by the Superintendent, Staff will remain on duty until students are released for the day.
- 4. Coaches and Club Advisors  
  
Activities such as coaching and clubs that are scheduled outside of the work day are stipended as indicated in Appendix B.

### **C. HOLIDAYS AND SCHOOL RECESS**

Unit members will not be required to work during the Thanksgiving, Christmas, Winter and Spring Recesses nor the following holidays: Labor Day, Columbus Day, Veteran's Day, Martin Luther King Day, Memorial Day and Independence Day.

## **ARTICLE XI**

### **PROTECTION AGAINST DAMAGE SUITS**

- A. All cases of assault suffered by teachers in connection with their employment shall be reported to the Superintendent-Director.
- B. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the Superintendent-Director shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under law concerning the person or persons involved. Whenever they apply, existing District insurance policies will be used to protect teachers against damage suits.

## **ARTICLE XII**

### **DAMAGE**

No teacher shall be held responsible for loss, damage, or destruction of school property or students' property when such loss, damage or destruction is not the fault of the teacher. In departments where money is collected, specific persons will be responsible for defining and supervising reasonable accounting and safe-guarding procedures, including daily deposits to the business office. A department or teacher may request and receive administrative assistance in developing procedures in this area.

## **ARTICLE XIII**

### **ACADEMIC FREEDOM AND PROFESSIONAL GROWTH**

#### **A. ACADEMIC FREEDOM**

The Association and Committee join in respecting the private life, political freedom, and religious freedom of teachers as long as activities in these areas do not interfere with teaching responsibilities or relationships with students. The Committee and Association agree that school time should be used to pursue defined curriculum goals with primary focus given to clearly identified subject matter objectives and to questions from students; however, both parties recognize the fact that occasional, educationally sound digression from formal course outlines can be both an important teaching method to the instructor and a learning experience for the student. Finally, the Association and Committee agree that any controversial topics should be addressed in a balanced and dignified manner with serious curriculum disagreements to be referred through the Superintendent to the Committee for its judgment thereon.

## **B. PROFESSIONAL GROWTH**

Staff members who are professionally licensed and or certified shall be required to fulfill professional development activities within the framework of guidelines published by the administration and Department Of Education.

### **ARTICLE XIV**

#### **GRIEVANCE PROCEDURE**

- A. A “grievance” is hereby defined to mean a complaint by a teacher or a group of teachers based on an alleged violation of a specific provision of this Agreement, or a dispute involving the meaning, violation, interpretation, or unfair or inequitable application thereof.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits to the aggrieved employee(s) shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. A grievance that affects a group or class of teachers, or is of a general nature, may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- E. Persons released from employment through reduction in force or any other procedure shall not be eligible to file grievances. However, the Association may file a grievance on behalf of such persons if it feels that recall or substitute preference rights have not been observed.
- F. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Association shall be permitted, if it so requests, to be heard at each level of the procedure under which the grievance shall be considered.
- G. Prior to filing a grievance, an informal settlement between the teacher and his/her immediate supervisor will be attempted. A grievance shall be processed in accordance with the following procedure:

##### **Level One**

A teacher with a grievance, with or without an Association representative, shall present the grievance to the appropriate manager in writing within ten (10) working days of the occurrence of the event upon which the grievance is based.

##### **Level Two**

1. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within

five (5) working days, the grievance may be referred to the Superintendent-Director. The Superintendent will define and provide a form for the filing of grievances at Level Two and above.

2. The Superintendent-Director or his designee shall represent the Committee at this level of the grievance procedure. Within five (5) working days after receipt by the Superintendent-Director of a grievance in writing, he shall meet with the aggrieved employee, with or without the Association representative, in an effort to settle the grievance.

### **Level Three**

In the event that the grievance shall not have been disposed of at Level Two or in the event that a decision shall not have been rendered within ten (10) working days after the Level Two meeting, the grievance shall be referred in writing to the Committee. Within fifteen (15) working days thereafter, the Committee shall meet with the aggrieved teacher, with or without the Association representative, in an effort to settle the grievance.

### **Level Four**

In the event that the grievance was not resolved at the level of the School Committee at Level Three or in the event that a decision is not rendered within ten (10) working days after the Level Three meeting with the School Committee, it may be submitted by the Association 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 Parties may mutually agree in writing to extend the time periods set forth therein. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

Either the Committee or the Association shall have standing to question arbitrarily in arbitration or in an appropriate forum.

The function of the arbitrator is to determine the interpretation and application of specific provisions of this agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. In reaching his decision the arbitrator shall not substitute his judgment for that of the Committee; nor shall he set aside the decision of the Committee unless he concludes that the Committee was arbitrary and capricious, and he shall be subject to the principles that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The arbitrator may or may not make his award retroactive as the equities of the case may require. Except in cases of group or class grievances, each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties otherwise agree. The arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the arbitrator, if within the scope of his authority and power under this Agreement, shall be final and binding upon the Committee, the Association, and the Teacher(s) who initiated the grievance.

The arbitrator shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, under this Agreement, will be accepted as final and binding by the parties to the dispute. The arbitrator's fee will be shared equally by the parties to the dispute.

The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

- H. No grievance meeting at Levels One or Two should be held during scheduled classroom time of the grieving teacher. Whenever possible, such meetings should be held within the normal work day. Level Three meetings shall take place during a regularly scheduled or special School Committee meeting. Such meetings shall be held in executive session if and to the extent permitted by law.
- I. The legal right of the Principal or the Superintendent to dismiss or not to rehire a non-professional status teacher in accordance with G.L., Chapter 71, Sections 41 and 42, and the procedures followed in reaching such a decision, shall not be subject to the grievance procedure under any provision of this contract. As specified in III-B-5 of this agreement, no part of the evaluation procedure is subject to either grievance or arbitration.
- J. Infractions of this procedure by members of the bargaining unit are not grievable.

## **ARTICLE XV**

### **NO STRIKE**

The Association and teachers agree that neither they nor any Association representative will cause, condone, encourage, support, or take part in any strike, slowdown, or withholding of non-voluntary services or any other interference with the operation of Minuteman during the duration of this Agreement. The Association and teachers individually and collectively agree that if any teacher violates this article, he or she will be subject to disciplinary or personnel action by the Committee without recourse to grievance and arbitration procedure. Any teacher dismissed under this article would have recourse to normal due process defined by statutes such as Section 42 of Chapter 71 of the General Laws.

## **ARTICLE XVI**

### **PAID LEAVE**

#### **A. BEREAVEMENT LEAVE**

Teachers will be granted up to five (5) days at any one (1) time in the event of death requiring attention by the teacher of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandfather, grandmother or other member of the immediate household. More time may be allowed at the discretion of

the Superintendent-Director and/or Principal. Any questions interpreting "immediate household" will be referred to and decided by the Superintendent-Director.

## **B. PERSONAL LEAVE**

Teachers will be entitled to three (3) days of personal leave per year for the purpose of religious, personal, legal, business, household, or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergency) and should be coordinated with the teacher's team.

## **C. PROFESSIONAL LEAVE**

### 1. Long Term Leave for Study or Research

- a. Up to one year for professional improvement may be granted to any member of the professional staff who:
  - (1) has been employed for four or more consecutive years in the District;
  - (2) has not had such a leave during the previous seven years;
  - (3) has received approval by the School Committee of his/her proposal for professional improvement.
- b. Compensation for such leave shall ordinarily be:
  - (1) at full pay for one-half year, or
  - (2) at half pay for one full year.
- c. Compensation for such leave will be reduced by the amount of any scholarship and research grants, or employment income from sources concurrent with the leave.
- d. A member of the professional staff accepting such leave shall enter into a written contract with the School Committee in accordance with the provisions of Chapter 71, Section 41A of the General Laws of the Commonwealth. This contract will require that the staff member return to the employment of the District for a minimum period of twice the length of leave taken after said leave is completed. This return time must be consecutive, not interrupted.
- e. No more than three percent of the professional staff shall be granted leave at any one time.
- f. Ordinarily, no more than one member of any cluster or department will be granted such leave during any one fiscal year.
- g. Proposals for leave may be defined for any one of the following purposes:

- (1) Study or work experience which will add to the staff member's ability to fulfill professional responsibilities in the District.
  - (2) Research leading to an advanced degree or professional publication.
  - (3) Research on or investigation of new methods, techniques, or materials for teaching.
  - (4) Travel for the purpose of work or study related to professional responsibilities in the District.
- h. Failure to fulfill the terms of any approved proposal and/or signed contract will result in repayment to the District of the amount of salary paid for the period of leave. Repayment shall be made within a time period specified in the contract with the individual; in no event shall the repayment period exceed the length of the sabbatical.
  - i. Proposals for leave for professional improvement must be submitted to the School Committee through the Superintendent-Director by September 1st of the fiscal year preceding the fiscal year in which the leave would begin.
  - j. Special requests may be made to the School Committee through the Superintendent-Director for a waiver of any portion of this section. Waivers may be granted at the sole discretion of the School Committee on a case-by-case basis.
  - k. The School Committee will approve or disapprove leave request on the basis of such factors as:
    - (1) the guidelines defined in this section;
    - (2) appropriateness of the proposed activity for Minuteman interests;
    - (3) the specificity of proposed outcomes;
    - (4) evaluations of the applicant's previous performance in fulfilling professional responsibilities; and
    - (5) the potential availability of a temporary replacement employee.
2. Leave for Conferences, Seminars, Workshops, Visits to Other Educational Programs, or Other Short Term Growth Activities.
    - a. Each cluster, department, or equivalent professional staff group may submit an annual plan and budget for short term professional growth experiences through the normal budget planning process.
    - b. The School Committee will allocate some budget funds for the travel expenses and, where necessary, substitute expenses for such growth activities and will depend upon the Superintendent-Director and his/her staff to administer use of such funds on the basis of:

- (1) judgment of value of specific proposals;
  - (2) fair distribution of opportunities across requesting departments; and
  - (3) analysis of the department teamwork and planning used to ensure that student interests do not suffer from proposed absences and that substitute costs are either avoided or held to very low levels.
3. The Committee may require commitment to filing and/or presentation of reports on leave activities for approval of professional leave applications.

#### **D. SICK LEAVE**

1. All teachers shall be entitled to 15 days sick leave per year subject to the discretionary right of the School Committee or its Superintendent-Director to require a physician's documentation of the need for absence from teaching duties after three (3) consecutive days of illness or if an unusual attendance pattern occurs. In addition, the Committee shall have the right to require that a person absent for five (5) or more consecutive workdays be examined by a physician appointed by the District and the right to take personnel action on the basis of a report from that physician. Accrued Sick Leave may also be used for the care of an immediate family member (child, spouse or parent) with a serious health condition under limits and guidelines specified in the Family and Medical Leave Act 1993. The accumulation of unused sick leave days will not be limited except that:
  - a. such accumulation will not prejudice the Committee's right to make a decision on the renewal or termination of the contract of any teacher.
  - b. sick leave is to be viewed as a protection against financial hardship resulting from illness and never as the source of a bonus to be paid to staff members who do not encounter illness.
  - c. prior to a teacher leaving employment due to resignation or termination of employment, accumulated sick leave will be reduced by subtracting 1.5 days per month for each school year-month from the effective date of resignation that the teacher will not be scheduled to work because of resignation or termination of employment prior to the earning of the full 15 days.
2. Association members who use three (3) sick days or fewer per contract year will be paid an incentive of \$1,500.00 on the last day of the school year. The contract year is defined by the teacher return date on the approved School Calendar and extends by 182 days as defined in Article X.a.1.
3. A sick leave "bank" is established to which individual members of the professional staff may voluntarily contribute up to three (3) days of their unused sick leave each year using the annual Salary Survey Form. Staff members whose accumulated sick leave has been exhausted by prolonged illness or injury and who have contributed days to the sick bank are eligible to request time from such bank for their own personal illness or injury following the process set forth below. The conditions for use of such bank shall be that:



- a. Said staff member or a member of his/her family must apply to the Superintendent-Director's office for possible use of the bank, and the application must be accompanied by a physician's documentation of the serious illness.
- b. The determination of whether to grant sick leave bank days and the number of days to so grant will be made by the Superintendent-Director. This decision shall not be subject to the grievance and arbitration provisions of this Agreement.
- c. Teachers who have announced resignation or retirement and who are not themselves ill are not eligible for sick leave bank use or for contributing to the bank.
- d. Requested or actual use of either sick leave or the sick leave bank will not prejudice the Superintendent-Director's right to make a decision on the renewal or termination of the contract of any teacher.

#### **E. FAMILY AND MEDICAL LEAVE**

1. The Family and Medical Leave Act of 1993 (FMLA) allows eligible employees to take job-protected unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 workweeks in any 12 months because of a birth of a child and to care for the newborn child, because of the placement of a child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition, or because the employee's own serious health condition makes the employee unable to perform the functions of his or her job. In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.
2. An employee on FMLA Leave is entitled to have benefits maintained while on leave as if the employee has continued to work instead of taking the leave. The District may recover its share of any premiums paid if the employee does not return to work for a reason other than the serious health condition of the employee or the employee's immediate family member, or another reason beyond the employee's control.
3. The employee generally has a right to return to the same position or an equivalent position with equivalent pay, benefits, and working conditions at the conclusion of the leave. The taking of FMLA leave cannot result in the loss of any benefit that accrued prior to the start of the leave.
4. The District has the right to not less than 7 days advance notice from the employee where leave is foreseeable. In addition, the District may require an employee to submit certification from a healthcare provider to substantiate that the leave is due to a serious health condition of the employee or the employee's immediate family member. The District may also require that the employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition.
5. The employee may elect, or the District may require the employee to substitute any of the accrued paid vacation, personal, and/or sick leave of the employee for any leave provided for under the FMLA.

6. Leaves taken as FMLA will conform to Title 29, Chapter V., Part 825 of the (Federal) Family and Medical Leave Act of 1993 and Chapter 149, Section 52D of the General Laws of Massachusetts.
7. In addition, an eligible employee shall be entitled to a total of 24 hours of leave during any 12 month period, in addition to leave available under the federal act , to:
  - a. 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.
  - b. Accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
  - c. Accompany an elderly relative of the employee to routine medical and/or dental appointments, or for other professional services related to the elder's care, such as interviewing at nursing or group homes.

#### **F. PARENTAL LEAVE**

Leave without pay may be requested by a staff member who has been employed for at least three consecutive months as a full-time employee for reason of pregnancy or adoption of a child under the age of 18 or for adopting a child under the age of 23 if mentally/physically disabled. Leave for pregnancy will conform to Section 105D of Chapter 149 of the General Laws. Parental leave without pay beyond eight weeks in length may be granted to a staff member who has worked for the District for one full school year or more if said employee receives the recommendation of the Superintendent-Director for a leave longer than eight weeks, the Superintendent-Director's recommendation to be based upon a review of evaluation reports and a judgment of the potential for finding a qualified replacement for the time period proposed to the School Committee. The exact length of parental leave will be fixed by School Committee vote and will never extend longer than one year after the end of the school year in which the leave commences. The individual on leave shall notify the Committee by April 1st of his or her intent to return to employment. Any person granted such leave will be required to notify the Committee in writing of the intent to return to work; this notification must be received by a date established in the letter announcing approval of the leave, or the person on leave will be released from employment in the District as of that established date.

#### **G. ASSOCIATION LEAVE**

A member of the bargaining unit with professional teacher status who is elected a full-time paid officer of the Massachusetts Teachers Association shall, upon proper application, be granted an unpaid non-credited leave of absence for a maximum of one (1) school year.

## **H. 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 Service and Training Act of 1940 and subsequent amendments by Congress.

### Organized Reserve Forces

1. Every person who is a member of a Reserve component of the Armed Forces of the United States shall be granted such leave without loss of pay in accordance with Section 59 of Chapter 33 of the General Laws after furnishing official evidence that he or she has been ordered to duty. Any military pay received would subtract from District pay issued for such a period.
2. It is agreed, however, that in the interest of minimizing the interruption of class instruction, the employee, the Association and the Superintendent-Director will exhaust every effort to attempt to schedule the Reserve training during July and August.

## **I. OTHER PROFESSIONAL LEAVE**

The professional leave provisions previously stated will not preclude implementation of other leave provisions such as the granting of unpaid leaves of absence to teachers with professional status upon approval by and at the sole discretion of the Committee after the recommendation of the Superintendent-Director.

## **J. UNPAID LEAVE**

Persons on any form of unpaid leave will not be entitled to sick leave or other payroll related benefits. At the discretion of the School Committee/Administration an individual on unpaid leave may petition to join the available Minuteman health insurance program for up to one year at 102% cost to the individual.

## **ARTICLE XVII**

### **PROMOTIONS**

- A. Whenever the Committee decides to fill a new or existing certified position it will be adequately publicize by the Principal by means of a notice placed on the bulletin board in school as far in advance of the appointment as practicable. The prerequisites for the position, its duties and rate of compensation will be clearly set forth.
- B. All teachers will be given adequate opportunity to make application for such positions, and the Principal in making the appointment shall give consideration to the teacher's area of competence, major and/or minor field of study, and quality of teaching performance as well as other relevant factors in selecting the best qualified applicant.

## ARTICLE XVIII

### ASSOCIATION RIGHTS

- A. There will be no reprisals of any kind taken against any unit member because of his membership in the Association or participation in its activities provided that such activities are legal and do not constitute a violation of this Agreement. Association membership will not excuse a teacher from being subject to evaluation procedures and School District action hereon.
- B. The Association President and Building Representative will be sent a copy of the official agenda prior to each Committee meeting and a copy of the approved minutes of said meetings except those minutes which remain lawfully secret.
- C. The Association may use school facilities without cost and at reasonable times for Association meetings, with the approval of the Superintendent-Director and in accordance with established Committee policy for such use.
- D. The Committee authorizes the use of school mail to distribute Association material, with the Association assuming legal responsibility for results of such communications.
- E. The School Committee shall make available to the Association upon its reasonable request statistics and records relevant to negotiation, or necessary for the proper enforcement of the terms of this Agreement. The Association shall make available to the Committee upon the latter's request statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
- F. The rights and benefits of persons, provided herein, are in addition to those provided by State or Federal law, rules or regulations, including without limitation all applicable teachers of professional status, pension, or education laws and regulations.
- G. In recognition of the fact that the primary mission of the school is the education of its students, the Association acknowledges that no Association activities shall interfere in any way with the educational process or any activities thereto.
- H. The Association may request in writing to the Superintendent-Director that the Committee meet with the Association to discuss matters of professional and educational concern. Any such meeting shall be at the discretion of the Committee, and otherwise subject to Committee regulations and communication procedures.
- I. Whenever a position of "senior teacher" or "Cluster Chair/Department Head" or "Academic Lead Teacher" or "Career and Technical Education Lead Teacher" or "administrator" (including Superintendent) is posted for applications, an association officer may then, within seven (7) business days of posting, request a meeting with the Superintendent and/or Principal and/or Chairperson of the School Committee search committee in order to express Association opinions and/or recommendations on filling the position. Said request will be granted and a meeting will be scheduled between the parties at a mutually convenient time. Final decision on appointments will then be made by the Principal and/or the Superintendent and/or the School Committee within the context of School Committee policy and resource allocation.

## **ARTICLE XIX**

### **PROFESSIONAL STANDARDS COMMITTEE**

The Association will establish a Professional Standards Committee (PSC) consisting of 2 vocational teachers, 2 academic teachers, 1 guidance counselor, 1 special needs teacher, and 1 other professional staff member. As an alternative to standard administrative action, the Superintendent-Director may request the Association Executive Board to consider convening the PSC to review the case of any professional staff member charged with improper conduct or unacceptable performance and at the PSC's discretion:

1. recommend actions to the Superintendent, and/or
2. provide the charged staff member with the majority perspective of the PSC.
3. in addition, the PSC will have those duties described in APPENDIX D to the teacher salary schedule.

When convened, the PSC will elect its own chairperson and will arrange to hear testimony from both parties to any debate and will operate on the basis of hearings closed to all but the involved parties or witnesses.

## **ARTICLE XX**

### **RIGHTS OF COMMITTEE**

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as the chosen representatives of the citizens of the sixteen towns which constitute the Minuteman Regional Vocational Technical School District, the Committee has the responsibility for setting standards for the efficient and economical operation of the school system. The Committee has the final responsibility for establishing the educational policies of the District's school.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the Committee by the Statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth. Said rights and powers shall also include, but in no way be construed as limited to, the subjects mentioned in the table of contents of this Agreement and the right to establish standards of performance.

As to every matter expressly not covered by the Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration. However, the Association may request that Committee or administration action on any change in working conditions not covered in this contract be delayed for up to forty five calendar days from the date that the change is announced to the staff so that the Association may enter into negotiation with School Committee representatives in an attempt to define a mutually satisfactory implementation action. The Committee may grant such a delay or proceed with emergency

implementation. In the case of emergency implementation judged necessary by the Committee, negotiation designed to explore the possibility of mutually satisfactory action will still be scheduled within the forty five calendar day period. If agreement is not defined within the forty five calendar day period, the final judgment of the Committee will be or remain implemented.

## **ARTICLE XXI**

### **DEVELOPMENT OF AN ACADEMY MODEL**

The Parties agree that collaboration and cooperation are hallmarks of good teaching and are vital to the success of the school, its faculty, and its students. In furtherance of these goals, the Parties agree to continue working together to implement an Academy Model, consisting of two (2) Academies: an Engineering, Construction & Trades Academy and a Life Sciences & Services Academy. In each Academy, academic and career technical teachers will work together to provide high-quality career and technical education and a robust offering of academic courses to their students. The two Academies will share resources used by all students. Teachers in each Academy will work with their colleagues, both inside and outside of their Academy, to further the best interests of all students. Unless precluded by scheduling or budget limitations, the District agrees to provide, and the Association agrees to effectively utilize, common planning time to support effective teaching and learning. The two Academies and the educators working in them will actively contribute to building and fostering Professional Learning Communities where educational professionals work together, observe each other's performance, actively support each other, continuously share best practices and jointly strive to make teaching excellence the norm. The Parties agree to meet at least annually to review progress of the Academy Development Team and to make changes, where necessary, to accomplish the general goals of promoting collaboration and cooperation and of pursuing the academic and career and technical success of all students.

The term *Professional Learning Community* describes a collegial group of administrators and school staff who are united in their commitment to student learning. They share a vision, work and learn collaboratively, visit and review other classrooms, and participate in decision making (Hord, 1997b). The benefits to the staff and students include a reduced isolation of teachers, better informed and committed teachers, and academic gains for students. As an organizational arrangement, the Professional Learning Community is seen as a powerful staff-development approach and a potent strategy for school change and improvement.

## **ARTICLE XXII**

### **WAIVER**

The Committee and the Association agree that each has had a right to bargain for any provision that they desired in connection with the negotiation of this contract, that each expressly waives the right to reopen the contract for any further demands or proposals, that the present contract constitutes a complete agreement on all matters, and that if other proposals have been made, they have been withdrawn in consideration of this Agreement. The only exceptions to this waiver are defined in Article XXIII.

## **ARTICLE XXIII**

### **SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law then such provision shall not be applicable or performed or enforced except to the extent permitted by law, and substitute action shall be subject to the appropriate consultation and negotiation between the School Committee and the Association. Even though one or more contract items are, or at any time become, contrary to law, all other provisions of this Agreement shall continue in full effect.

## **ARTICLE XXIV**

### **DURATION**

The provision of the Agreement shall be effective as of July 1, 2020, and shall continue and remain in full force and effect through June 30, 2023, except that:

The teachers, coaches and advisors salary schedules shown in Appendix A - C will be effective in 2020 - 2023. This Agreement may be changed during the term or duration of the Agreement only if both parties agree to the change.

IN WITNESS WHEREOF the Parties by their authorized representatives do affix their signature hereto:

**MINUTEMAN REGIONAL HIGH SCHOOL  
SCHOOL DISTRICT COMMITTEE**

**MINUTEMAN FACULTY  
ASSOCIATION**

*Foad Spalding*

*David Horton*

*[Signature]*

*Jefferson*

*Susan L. [Signature]*

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*[Signature]*

*Ernie P. [Signature]*

*Shirley [Signature]*

*Michael [Signature]*

*[Signature]*

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## APPENDIX A

<b>FY 2021 SALARY SCHEDULE</b>						
<b>3% Increase</b>						
<b>STEPS</b>	<b>LEVEL I</b>	<b>LEVEL II</b>	<b>LEVEL III</b>	<b>LEVEL IV</b>	<b>LEVEL V</b>	<b>LEVEL VI</b>
1	\$57,644	\$59,143	\$61,306	\$62,343	\$64,628	\$65,956
2	\$59,734	\$61,234	\$63,414	\$64,447	\$66,780	\$68,070
3	\$61,602	\$63,324	\$64,917	\$66,551	\$68,920	\$70,236
4	\$63,906	\$65,405	\$67,629	\$68,659	\$71,071	\$72,388
5	\$65,992	\$67,491	\$69,738	\$70,769	\$73,215	\$74,548
6	\$68,182	\$69,574	\$71,844	\$72,874	\$75,360	\$76,705
7	\$71,055	\$72,553	\$74,855	\$75,880	\$78,430	\$79,832
8	\$73,141	\$74,641	\$76,961	\$77,987	\$80,573	\$81,944
9	\$75,822	\$77,021	\$79,473	\$80,099	\$82,725	\$84,108
10	\$79,278	\$80,579	\$81,779	\$82,843	\$85,484	\$86,885
11	\$84,037	\$84,964	\$85,500	\$86,019	\$88,245	\$89,656
12	\$88,429	\$89,384	\$90,533	\$91,698	\$94,695	\$96,171
13			\$97,196	\$98,420	\$103,886	\$105,671

<b>FY 2022 SALARY SCHEDULE</b>						
<b>2.25% Increase</b>						
<b>STEPS</b>	<b>LEVEL I</b>	<b>LEVEL II</b>	<b>LEVEL III</b>	<b>LEVEL IV</b>	<b>LEVEL V</b>	<b>LEVEL VI</b>
1	\$58,941	\$60,474	\$62,686	\$63,745	\$66,083	\$67,440
2	\$61,078	\$62,611	\$64,841	\$65,897	\$68,282	\$69,601
3	\$62,988	\$64,749	\$66,378	\$68,049	\$70,471	\$71,816
4	\$65,343	\$66,877	\$69,151	\$70,204	\$72,670	\$74,017
5	\$67,477	\$69,009	\$71,307	\$72,362	\$74,863	\$76,226
6	\$69,716	\$71,140	\$73,460	\$74,513	\$77,056	\$78,431
7	\$72,653	\$74,186	\$76,539	\$77,587	\$80,195	\$81,628
8	\$74,787	\$76,320	\$78,692	\$79,742	\$82,386	\$83,788
9	\$77,528	\$78,754	\$81,261	\$81,902	\$84,586	\$86,001
10	\$81,062	\$82,392	\$83,619	\$84,707	\$87,407	\$88,840
11	\$85,928	\$86,875	\$87,424	\$87,954	\$90,231	\$91,674
12	\$90,418	\$91,396	\$92,570	\$93,761	\$96,826	\$98,335
13			\$99,383	\$100,634	\$106,223	\$108,049

**FY 2023 SALARY SCHEDULE****2% Increase**

STEPS	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
1	\$60,120	\$61,683	\$63,939	\$65,020	\$67,404	\$68,789
2	\$62,299	\$63,863	\$66,138	\$67,215	\$69,648	\$70,993
3	\$64,248	\$66,044	\$67,706	\$69,410	\$71,880	\$73,253
4	\$66,650	\$68,214	\$70,534	\$71,608	\$74,124	\$75,497
5	\$68,826	\$70,389	\$72,733	\$73,809	\$76,360	\$77,750
6	\$71,111	\$72,563	\$74,929	\$76,003	\$78,597	\$80,000
7	\$74,106	\$75,669	\$78,070	\$79,139	\$81,799	\$83,261
8	\$76,283	\$77,846	\$80,266	\$81,337	\$84,034	\$85,463
9	\$79,078	\$80,329	\$82,886	\$83,540	\$86,278	\$87,721
10	\$82,683	\$84,040	\$85,291	\$86,401	\$89,156	\$90,617
11	\$87,647	\$88,613	\$89,173	\$89,713	\$92,035	\$93,507
12	\$92,227	\$93,223	\$94,421	\$95,636	\$98,762	\$100,302
13			\$101,371	\$102,647	\$108,348	\$110,210

## APPENDIX A

### ASSOCIATED REGULATIONS:

1. **STRUCTURE:** The School Committee and Teacher Organization have placed considerable effort into defining a balance between advantages of differentiated staffing and college degree work. Both groups have done this with the intent of supporting the resulting structure for the duration of this contract.
2. **GRANDFATHERING:** Teachers already on a salary level because of previous approval of professional growth points will not move to a lower level because of changes in growth points or credits in the new salary structures.
3. **LEVEL DETERMINATION:**

Each teacher will be placed on the appropriate level of the salary schedule in accordance with the following:

#### *Vocational-Technical Teacher*

LEVEL I:	Educator Licensure in the appropriate vocational technical area.
LEVEL II:	Professional Educator Licensure plus 15 credits
LEVEL III:	Professional Educator Licensure plus 30 credits.
LEVEL IV:	Professional Educator Licensure plus 45 credits.
LEVEL V:	Professional Educator Licensure plus 60 credits.
LEVEL VI:	Professional Educator Licensure plus 75 credits.
	Bachelor's degree ADD \$500 to base salary
	Master's degree ADD \$1000 to base salary

#### *Academic Teacher/Guidance Counselor/Nurses*

LEVEL I:	Educator License with a Bachelor's Degree.
LEVEL II:	Educator License with Bachelor's Degree plus 15 credits.
LEVEL III:	Educator License with Bachelor's Degree plus 30 credits.
LEVEL IV:	Educator License with Bachelor's Degree plus 45 credits.
LEVEL V:	Educator License with Bachelor's Degree plus 60 credits.
LEVEL VI:	Educator License with Bachelor's Degree plus 75 credits.
	Doctoral degree ADD \$1000 to base salary.

#### *Notes*

- a. For vocational technical teachers, "Educator Licensure" means a preliminary vocational technical teacher license or a professional vocational technical teacher license by the Department of Education under Chapter 74 Selected Sections & 603 CMR 4.00 Vocational Technical Education Regulations and Guidelines. To advance beyond Level II a vocational technical teacher must have secured the professional license.

- b. For vocational technical teachers, “degree” means a degree from an accredited college or university in the occupational areas in which they are employed to teach, in engineering, in occupational education, or in secondary education.
  - c. If a vocational teacher has a degree, or credits toward a degree, other than a degree as defined in Note b, he/she may obtain a statement from an accredited college or university of the number of credits the college or university would accept toward acquisition of a degree as defined in Note b. Upon presentation of that statement, the teacher will be placed on the level of the salary schedule commensurate with the number of credits that the college or university agrees to accept.
  - d. For academic teachers, “Educator Licensure” means licensure issued by the Massachusetts Department of Elementary and Secondary Education under 603 CMR 7.0 in the subject areas in which they are employed to teach.
  - e. For academic teachers, course work beyond the bachelor’s degree must be in the subject areas in which they are employed to teach or in secondary education, or prior approval for that work must be obtained from the Superintendent-Director to qualify for level advancement on the salary schedule.
  - f. For vocational technical teachers it is recognized that professional development points, as outlined in the “Chapter 74 Guide for Professional Vocational Technical Educator License Renewal” will be the basis for level placement and interpreting credits and PDP’s that would equate to ‘credits’.
  - g. The criteria for level placement for academic teachers governs advancement from Level II through Level VI for vocational teachers employed to teach in the health, early childhood development, agriculture, distributive education, biotechnology, engineering and environmental science career majors.
  - h. Each teacher is responsible for assuring that confirmation of all credits and degrees earned is given to the superintendent-director’s office via an official transcript from the institution. Changes in level placement take effect the school year following receipt of that confirmation by the superintendent-director’s office.
4. **GROWTH POINTS (PDP’S) AND CREDITS:** Unless an exception is granted in writing by the Superintendent, growth points (PDP’s) and college course credits will be accepted only if earned after full certification has been received and only if approved in advance according to announced administrative procedures. Approved growth points (PDP’s) will then be accepted as one criterion for step increments and for placement in Level I.
5. **ROLES AND LEVELS:** A teacher will be entitled to placement in a salary level covered by the role to which the teacher is appointed on an annual basis. The committee will define role assignments in individual contracts issued annually at its discretion. A teacher may not receive an annual salary higher than the appropriate step in a level covered by his or her role category.

6. **INCREMENTS AND OTHER ADJUSTMENTS:** A teacher will move from one step to the next higher step and/or raise in a salary column and schedule on an annual basis unless he or she has not fulfilled professional growth requirements OR unless the Superintendent or Principal arranges withholding all or part of any scheduled raise and/or increment and/or movement to a higher or lower role level on the basis of “SERIOUS” evaluation concerns stated in writing to the teacher according to an annual evaluation procedure published by the Superintendent. A teacher cannot be moved to a lower step than that which he or she has already reached even when role level is lowered.
7. **ANNUAL SALARY SURVEY:** In June each teacher will complete and forward to the Superintendent an Annual Salary Survey Form designed by the Superintendent. Data supplied on this form will be the basis for salary planning for the subsequent fiscal years. In the subsequent fiscal year, a teacher will not be entitled to any salary increases beyond the next higher step in the level where he or she was located when completing the form unless:
  - a. the teacher predicted eligibility for the higher level on the form and
  - b. subsequently delivered official transcript or certificate evidence verifying completion of predicted credits or growth points by the August 31st before the September in which the salary increase would become effective.

**NOTE:** A receipt for delivery by August 31st should be requested from the Superintendent or Principal.

All teachers are responsible for ensuring that salary eligibility predictions are reasonable for realistic budgeting planning.

8. **SPECIAL PLACEMENTS:** The Committee on recommendation of the Superintendent and at its discretion may grant annual salary differentials beyond normal placement on the salary schedule for:
  - a. Superior teaching performance
  - b. Extra duty jobs not otherwise covered in this contract
  - c. Keeping a teacher who might otherwise be attracted to a job outside the district
9. **ADDITIONAL WORK:** Teachers hired by the Committee for work outside the contractual work day or summer work outside the self-supporting summer school program will be paid at the rate of 2.5% of their base salary per week of additional work, if teacher experience or knowledge is required. The base annual salary will be the school-year base salary listed on the last annual contract issued to a teacher before July 1st of the summer/year in which he or she works. For general worker labor which does not require an educational or occupational license, teachers will be paid at the rate of \$25.00 per hour of work performed. Opportunities for such additional work will be posted in accordance with applicable District policies. Qualifications for all positions will be determined by the Administration and included in the job posting. Qualified Minuteman Faculty Association members will be given preference over external candidates in fillings such vacancies.

10. **ACADEMIC DEPARTMENT CHAIRS AND CAREER & TECHNICAL EDUCATION CLUSTER CHAIRS:** Chairs, like those in other roles above the category of “teacher”, may be appointed on an annual basis.

In addition, Chairs are required to work an extended contract beyond the school year. A minimum of 188 days up to a maximum of 208 days as part of their extended contract and will be paid an annual differential of \$7,840.74 for the 2014-2015 school year. The base annual salary will be the school year base salary listed on the annual contract issued to a teacher for the school year beginning after July 1 in which he or she is scheduled to work. In addition, for those positions where lengthened days and very demanding duties so justify, the School Committee may vote position differentials on a position-by-position basis. Effective July 1, 2015, the position of Academic Department Chairs and Career & Technical Education Cluster Chairs is eliminated.

11. **ACADEMIC LEAD TEACHERS AND CAREER & TECHNICAL LEAD TEACHERS:** Lead Teachers, like those in other roles above the category of “teacher”, may be appointed on an annual basis.

In addition, Lead Teachers are required to work an extended contract beyond the school year, for a total of 186 days and will be paid an annual differential of \$6,060.00 effective July 1, 2017, \$6181.20 effective July 1, 2018 and \$6,366.64 effective July 1, 2019.

12. **INITIAL PLACEMENTS:** Initial placements on the teacher salary schedule will be recommended to the Committee by the Superintendent-Director. A certified teacher may be given credit for up to ten recent and successive years of teaching in an area appropriate to his or her Minuteman assignment. Vocational teachers may also be given a year of schedule credit for each two years of relevant trade experience beyond their first six years in the trade, said credit normally not exceeding a total of three to four years. The Superintendent may exceed these guidelines if this seems necessary to compete for persons qualified to fill critical positions.

13. **OTHER STATE AND FEDERAL GRANTS AND SALARY DIFFERENTIALS:**

The School Committee may at its discretion select teachers who will receive mentor teacher recognition and/or other grants or differentials subject to these conditions:

- a. Specifically defined duties must be fulfilled to the satisfaction of the Committee or its representative and
- b. The Superintendent will recommend each award on one of two bases:
  - (1) The person having completed a project proposal approved by the Superintendent and the funding agency or
  - (2) The person having had an opportunity to apply and be judged under local guidelines published in advance by the Superintendent.

**14. LONGEVITY DIFFERENTIAL:** A teacher who is in his/her second year on the maximum step of a column and who has completed a full 10 years of consecutive service at Minuteman will receive a longevity payment beginning in their 11<sup>th</sup> year based upon the schedule below. Longevity payments will be paid on the first pay period of the year an employee becomes eligible or spread throughout the year if requested by the employee.

Effective July 1, 2021 and each subsequent July 1<sup>st</sup>, thereafter, the longevity payments set forth below will be increased by the agreed upon annual salary increases.

a. Longevity Payments will be made according to this schedule:

- (1) Upon completion of 10 consecutive years of service = \$3,650.00 total
- (2) Upon completion of 15 consecutive years of service = \$4,150.00 total
- (3) Upon completion of 20 consecutive years of service = \$6,225.00 total
- (4) Upon completion of 25 consecutive years of service = \$6,975.00 total

(See Salary Schedule)

**15. ADDED ASSOCIATED REGULATIONS:** The Superintendent under the direction of the Committee may define and award temporary extra-duty positions beyond the normal extra duty expected of each teacher. Such positions will be posted for 5 working days to give interested persons an opportunity to apply. Persons in such positions will normally be granted a total salary differential of \$1,000 for the equivalent of one period per school day per school year.

**16. APPENDIX B AND APPENDIX C SALARY ADJUSTMENTS:** Coaching and Advisor stipends set forth at Appendix B and C shall be increased as follows:

Effective July 1, 2020 – 3%

Effective July 1, 2021 – 2.25%

Effective July 1, 2022 – 2%

**17. STIPEND PAYMENT METHOD:** Payment of the stipends set forth at Appendix A and B shall be paid in either a lump sum on the final pay period of the contract year or in equal payments over the course of the contract year and included in the employee's regular payroll. Employees will elect the method of payment as part of the Annual Salary Survey.

All stipends listed under Appendix C shall be paid in two (2) equal payments: one halfway through the season coached and the second check at the end of the season coached.

## APPENDIX B

### STUDENT ACTIVITIES ADVISORS SCHEDULE

#### **GENERAL**

The Committee retains all rights to approve or disapprove any student organization and may at its discretion award all or less than all of the allotted stipend subject to evaluations. The Committee also may create or abolish all student advisor positions at its discretion.

Activities with direct relationship to Minuteman curriculum will not normally be considered for approval as a funded student activity.

Each advisor on acceptance of his/her appointment will accept responsibility for all funds raised by that organization and will comply with all record keeping procedures issued by the Principal's office.

Where an activity is shared, such as in the case Co-Advisors, the stipend shall be split between the members.

Stipends vary based on activities, schedule, responsibilities, and scope as indicated in the "Program of Work" document.

Stipend positions are created, revised and occasionally eliminated based upon the priorities and needs of the school community as described in the mission and goals of the school.

Each position listed or created that has a corresponding stipend must also have a job description created by the administration in accord with the practices outlined in this Agreement. The job description will align with the general format of job descriptions in use in the District. At a minimum the job description will include a statement of general duties, the identification of a supervisor (by position and/or by name), a listing of specific duties and will outline the timelines and expectations for the submission of annual "Program of Work".

The Program of Work is a standard document that supports career and technical student organizations (CTSO) and extracurricular activities for students in CTE pathways. A Program of Work usually involves the Advisor or Lead working with students to further their knowledge and skills by participating in activities, events, and competitions. The Program of Work is to be submitted annually prior to October 1st to the identified Supervisor or the Principals office. The Program of Work will be reviewed for approval and will form the basis of the year's activities. At some point in the year the Supervisor and the Advisor/Lead will review the activities and discuss the Program of Work. A simple form including checklists, data, pictures, or summaries of the year will be submitted prior to the end of school each June.

It is also noted that all stipend-ed activities are expected to occur outside of the contracted daily schedule, i.e. after 3:30 on Thursdays and after 2:30 on the remaining days. Some instances or activities may be best conducted during the school day for practical reasons. This is understood and simply needs to be noted in the Program of Work approved by the Principal and/or the Supervisor.



<b>STIPEND POSITIONS</b>			
	<b><u>FY21</u></b>	<b><u>FY22</u></b>	<b><u>FY23</u></b>
	<b><u>w 3% inc.</u></b>	<b><u>w 2.25% inc.</u></b>	<b><u>w 2% inc.</u></b>
<b>Lead Teachers</b>			
	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
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	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
	\$6,557.64	\$6,705.18	\$6,839.29
<b>Taskforce Chairs</b>			
Community Service Taskforce Chair	\$1,639.41	\$1,676.30	\$1,709.82
Executive Function Taskforce Chair	\$1,639.41	\$1,676.30	\$1,709.82

	FY21 w 3% inc.	FY22 w 2.25% inc.	FY23 w 2% inc.
<b>Program Leads</b>			
Alumni Association Lead	\$1,639.41	\$1,676.30	\$1,709.82
Minuteman Parent Association Lead	\$1,639.41	\$1,676.30	\$1,709.82
Off-site Building Project Lead	\$3,278.82	\$3,352.59	\$3,419.64
Testing & Data Lead (PSAT SAT MET Accuplacer)	\$2,732.35	\$2,793.83	\$2,849.70
ELL Lead	\$1,639.41	\$1,676.30	\$1,709.82
Scholarship Committee Lead	\$3,825.29	\$3,911.36	\$3,989.58
MCAS Teacher Lead	\$7,427.71	\$7,594.83	\$7,746.73
Advisory Committee Lead	\$5,464.70	\$5,587.65	\$5,699.40
Student Ambassador Lead	\$5,464.70	\$5,587.65	\$5,699.40
Portfolio Lead	\$2,649.28	\$2,708.89	\$2,763.07
Senior Project Lead	\$2,649.28	\$2,708.89	\$2,763.07
Graduation Coordinator	\$4,371.76	\$4,470.12	\$4,559.52
Dual Enrollment/Articulation Agreement Lead	\$5,464.70	\$5,587.65	\$5,699.40
Peer Leader	\$5,305.53	\$5,424.90	\$5,533.40
After School Program Lead	\$2,649.28	\$2,708.89	\$2,763.07
Social Media Lead	\$4,918.25	\$5,028.91	\$5,129.49
Coop Coordinator	\$5,410.59	\$5,532.33	\$5,642.97
<b>Grant/Revolving Funds Program Leads</b>			
Title I Lead	\$1,639.41	\$1,676.30	\$1,709.82
Accuplacer English Lead	\$1,967.29	\$2,011.55	\$2,051.79
Accuplacer Math Lead	\$1,967.29	\$2,011.55	\$2,051.79
Skills Plus Lead	\$3,278.82	\$3,352.59	\$3,419.64
Night School Program Lead	\$10,929.39	\$11,175.30	\$11,398.81
Summer School Program Lead	\$21,858.78	\$22,350.61	\$22,797.62
Non Traditional Career Advisor Lead	\$1,967.29	\$2,011.55	\$2,051.79
<b>Mentors</b>			
Teacher Mentor Program Lead	\$5,464.70	\$5,587.65	\$5,699.40
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82
Returning Teacher Mentor	\$1,639.41	\$1,676.30	\$1,709.82

	<b>FY21 w 3% inc.</b>	<b>FY22 w 2.25% inc.</b>	<b>FY23 w 2% inc.</b>
<b>Advisors</b>			
Junior Class Advisor	\$2,648.82	\$2,708.42	\$2,762.59
National Honor Society Advisor	\$2,648.82	\$2,708.42	\$2,762.59
Senior Class Advisor	\$2,648.82	\$2,708.42	\$2,762.59
Student Government Advisor	\$2,648.82	\$2,708.42	\$2,762.59
Art & Literary Magazine Advisor	\$1,953.19	\$1,997.14	\$2,037.08
Freshman Class Advisor	\$1,953.19	\$1,997.14	\$2,037.08
Future Farmers of America Advisor	\$5,464.70	\$5,587.65	\$5,699.40
Game Club Advisor	\$1,953.19	\$1,997.14	\$2,037.08
Math Team Advisor	\$1,953.19	\$1,997.14	\$2,037.08
SADD Advisor	\$1,953.19	\$1,997.14	\$2,037.08
Sophomore class Advisor	\$1,953.19	\$1,997.14	\$2,037.08
GSA Advisor	\$1,953.19	\$1,997.14	\$2,037.08
Drama Club Advisor	\$6,646.82	\$6,796.38	\$6,932.30
Drama Club Assistant	\$2,076.23	\$2,122.94	\$2,165.40
Music Club Advisor	\$1,268.21	\$1,296.74	\$1,322.68
BBQ Advisor	\$1,896.30	\$1,938.97	\$1,977.75
Hall of Fame	\$1,896.00	\$1,938.66	\$1,977.43
STEM Advisor	\$4,371.76	\$4,470.12	\$4,559.52
Digital Learning Curators	\$1,092.00	\$1,117.42	\$1,139.77
Skills USA Advisor	\$10,929.39	\$11,175.30	\$11,398.81
Yearbook Advisor	\$2,648.82	\$2,708.42	\$2,762.59
Gourmet Club Advisor	\$1,419.64	\$1,451.58	\$1,480.62

**APPENDIX C**  
**COACHING SALARIES**

1. Step placement will depend upon experience evaluation against standards approved by the Principal and the Superintendent-Director.
2. The Committee retains all rights to create or abolish coaching positions at its discretion and to be the final authority on evaluation and step placements.
3. Stipends will be paid after a formal approved evaluation is submitted by the Athletic Director and accepted by the Principal for each coach at the conclusion of their sport season(s). If the Athletic Director does not file an evaluation with the Principal by the end of a season, stipends will be paid on the basis of written comment from the Principal.
4. Each Minuteman coach, having successfully completed five consecutive years within a specific sport, will be eligible for a longevity differential based upon the recommendation of the Athletic Director. (See salary schedule for specific amounts.)
5. Coaching stipends will be subject to negotiations.

**APPENDIX C**

**COACHING SALARY SCHEDULE**

Sport	2020-2021			2021-2022			2022-2023		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball-Head	\$6,103	\$6,668	\$7,612	\$6,240	\$6,818	\$7,784	\$6,365	\$6,954	\$7,939
Baseball 1st Asst.	\$3,885	\$4,085	\$4,693	\$3,973	\$4,177	\$4,798	\$4,052	\$4,261	\$4,894
Basketball-Head (Boys)	\$6,712	\$7,500	\$8,535	\$6,863	\$7,669	\$8,727	\$7,000	\$7,823	\$8,901
Basketball 1st Asst. (Boys)	\$3,885	\$4,085	\$4,693	\$3,972	\$4,177	\$4,798	\$4,052	\$4,261	\$4,894
Basketball Freshman	\$3,215	\$3,481	\$3,955	\$3,288	\$3,560	\$4,044	\$3,353	\$3,631	\$4,125
Basketball-Head (Girls)	\$6,712	\$7,501	\$8,535	\$6,863	\$7,669	\$8,727	\$7,000	\$7,823	\$8,901
Basketball 1st Asst. (Girls)	\$3,885	\$4,085	\$4,693	\$3,972	\$4,177	\$4,798	\$4,052	\$4,261	\$4,894
Cheerleader-Fall	\$2,857	\$3,172	\$3,841	\$2,921	\$3,244	\$3,928	\$2,980	\$3,309	\$4,006
Cheerleader-Winter	\$2,857	\$3,172	\$3,841	\$2,921	\$3,244	\$3,928	\$2,980	\$3,309	\$4,006
Cheerleading Asst.	\$1,724	\$1,885	\$2,086	\$1,763	\$1,927	\$2,133	\$1,798	\$1,966	\$2,175
Cross-Country-Head	\$3,471	\$4,064	\$5,198	\$3,549	\$4,156	\$5,315	\$3,620	\$4,239	\$5,422
Equipment Manager	\$7,411	\$7,935	\$8,725	\$7,578	\$8,114	\$8,921	\$7,729	\$8,276	\$9,100
Field Hockey-Head	\$5,878	\$6,544	\$7,404	\$6,010	\$6,692	\$7,571	\$6,131	\$6,825	\$7,722
Football-Head	\$9,090	\$9,922	\$11,299	\$9,294	\$10,145	\$11,553	\$9,480	\$10,348	\$11,784
Football 1st Asst.	\$5,225	\$5,610	\$6,763	\$5,343	\$5,737	\$6,915	\$5,450	\$5,851	\$7,053
Football 2nd Asst.	\$5,225	\$5,610	\$6,763	\$5,343	\$5,737	\$6,915	\$5,450	\$5,851	\$7,053
Football Freshman	\$4,732	\$4,993	\$5,562	\$4,838	\$5,106	\$5,687	\$4,935	\$5,208	\$5,801
Golf-Head	\$3,012	\$3,449	\$4,177	\$3,080	\$3,527	\$4,271	\$3,142	\$3,597	\$4,357
Ice Hickey-Head	\$6,712	\$7,501	\$8,535	\$6,863	\$7,669	\$8,727	\$7,000	\$7,823	\$8,901
Ice Hockey 1st Asst.	\$3,885	\$4,085	\$4,693	\$3,972	\$4,177	\$4,798	\$4,052	\$4,261	\$4,894
Lacrosse-Head	\$6,103	\$6,668	\$7,612	\$6,240	\$6,818	\$7,784	\$6,365	\$6,954	\$7,939
Lacrosse-Asst.	\$3,885	\$4,085	\$4,693	\$3,972	\$4,177	\$4,798	\$4,052	\$4,261	\$4,894
Soccer-Head (Boys)	\$5,879	\$6,544	\$7,404	\$6,011	\$6,692	\$7,571	\$6,131	\$6,825	\$7,722
Soccer 1st Asst.	\$3,885	\$4,085	\$4,693	\$3,972	\$4,177	\$4,798	\$4,052	\$4,261	\$4,894

Soccer-Head (Girls)	\$5,879	\$6,544	\$7,404	\$6,011	\$6,692	\$7,571	\$6,131	\$6,825	\$7,722
Softball-Head	\$6,103	\$6,668	\$7,612	\$6,240	\$6,818	\$7,784	\$6,365	\$6,954	\$7,939
Softball 1st Asst.	\$3,885	\$4,085	\$4,693	\$3,972	\$4,177	\$4,798	\$4,052	\$4,261	\$4,894
Swimming-Head	\$4,251	\$4,972	\$6,039	\$4,346	\$5,084	\$6,175	\$4,433	\$5,186	\$6,298
Tennis-Head	\$3,195	\$3,935	\$4,756	\$3,267	\$4,023	\$4,863	\$3,332	\$4,104	\$4,960
Wrestling-Head	\$6,712	\$7,501	\$8,535	\$6,863	\$7,669	\$8,727	\$7,000	\$7,823	\$8,901
Wrestling 1st Asst.	\$3,885	\$4,085	\$4,693	\$3,972	\$4,177	\$4,798	\$4,052	\$4,261	\$4,894
<b>Sport</b>	<b>2020-2021</b>			<b>2021-2022</b>			<b>2022-2023</b>		
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<u>Longevity after 5 Years:</u>									
5 Years	\$400								
8 Years	\$600								
10 Years	\$800								
<u>Stipends:</u>									
Athletic Director			\$19,673			\$20,116			\$20,518
Assistant Athletic Director			\$11,598			\$11,859			\$12,096
Golf Assistant			\$1,392			\$1,423	\$0	\$0	\$1,452
Soccer Assistant			\$1,392			\$1,423	\$0	\$0	\$1,452
Cross-Country Assistant			\$1,392			\$1,423	\$0	\$0	\$1,452
Trainer-as required by MIAA	\$100/game			\$100/game			\$100/game		

## APPENDIX D

### Agency Fee

Effective September 1, 1999, the Committee shall require as a condition of employment that all bargaining unit members whose names are submitted in writing by the Association to the Committee as "non-members" of the Association shall pay an agency service fee equal to the annual dues paid by members of the Minuteman Faculty Association, MTA/NEA. Said fee to be set and collected consistent with Chapter 150E, Section 12 of the General Laws. The fee, when using the automatic dues deduction option, shall be due no later than 30 calendar days following the commencement of a school year or 90 days following initial employment into the bargaining unit, whichever is longer. A lump sum payment (due no later than December 31<sup>st</sup> of that school year) or the automatic dues deduction option (as described above), are acceptable methods of payment. In lieu of dismissal, the Superintendent shall suspend an employee for five (5) school days without pay who is in non-compliance with this provision upon notification of such non-compliance from the Association. Upon receipt of the past due amount, said bargaining unit member shall be immediately reinstated from the remainder of suspension. The sanction cannot be imposed until 6 months of the original notification on non-payment has passed or such longer period of time as required by law.

If the agency service fee remains unpaid upon completion of the aforementioned suspension, the Association will write to the School Committee to initiate termination proceedings against such employee or employees.

APPENDIX E

**MINUTEMAN REGIONAL VOCATIONAL TECHNICAL  
SCHOOL DISTRICT**

**EDUCATOR EVALUATION SYSTEM**

**Evaluation Process**

**with Forms, SMART Goals, and Rubrics**



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1) **Purpose of Educator Evaluation**

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

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The Parties agree to bargain over the district-determined measures to the extent required by law.

## Minuteman Educator Evaluation Process

- F) **\*Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator with input from the Educator of at least 35 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include an activity during the summer preceding the next school year.
- H) **DESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator**: Any individual employed by the District in an administrative position for which he/she is licensed and who is designated by the superintendent with 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:** In the event that at some future time the Campus contains more than one school 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. Educators assigned to the Middle School Program located in a building(s) outside the main Campus will be evaluated by a District administrator designated by the Superintendent.
- 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, but not later than September 15<sup>th</sup> of such year. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level, cluster, department, or subject teams.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance when available.
- S) **New Assignment:** A first time assignment in a new licensure area.

- T) **\*Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. No photography, videotaping or audio taping shall be permitted by the Evaluator. The Educator may photograph areas of interest for the evaluator. Classroom or worksite observations conducted pursuant to this article must result in written feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The Minuteman Faculty Association and the Minuteman School Committee are the parties to this agreement.
- V) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, when available.
- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the

## Minuteman Educator Evaluation Process

Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

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

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii) Elements: Defines the individual components under each indicator
- iv) Benchmarks: describe the acceptable demonstration of knowledge, skill or behavior necessary to measure progress towards a goal.
- v) Descriptors: Describes practice at four levels of performance for each element

BB) **\*Self Assessment:** An assessment of the Educator's performance as completed by the Educator.

CC) **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.

DD) **\*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.

EE) **\*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.

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

### 3) Evidence Used In Evaluation

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

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- 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 in accordance with the law. The measures shall be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice
  - 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 products
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator.



4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

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

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

**A) Completing the Self-Assessment**

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

**B) Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice and 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, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans. Evaluators and Educators shall consider team goals.
- 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 the 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 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
  - iv) For educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

Educators without professional status shall have at least two (2) announced and four (4) unannounced observations during the school year using the protocols described in section 11, below. Upon the Educator's request, an additional announced observation will occur.

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

- A) Educators with professional status during the first school year in a new assignment shall have at least two (2) announced and four (4) unannounced observations during the school year using the protocols described in section 11, below. Upon the Educator's request, an additional announced observation will occur.
- B) The Educator whose overall rating is proficient or exemplary will have at least two (2) unannounced observations during the evaluation cycle (one per year), but not more than six (6) over the two (2) year cycle. Upon the Educator's request, an additional announced or unannounced observation will occur.
- C) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which will include at least one (1) announced observation and at least three (3) unannounced observations. Upon the educator's request an additional announced or unannounced observation will occur.
- D) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be 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. Upon the Educator's request, an additional announced or unannounced observation will occur.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 30th.

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

A) **Unannounced Observations**

- i) Unannounced observations may be in the form of partial or full-period classroom or work-site visitations of any duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator using the Observation Form within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, electronically, placed in the Educator's school mailbox in a sealed envelope or, in the event that, after good faith efforts, other options are unsuccessful or unavailable, mailed to the Educator's home. If either the Educator or the

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Evaluator requests a meeting to discuss the observation, such a meeting will take place within five (5) school days.

- 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 announced observation of at least 30 minutes in duration within thirty (30) school days.

### B) Announced Observations

Announced observations shall be at least twenty (20) minutes in duration and conducted according to the following:

- i) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- ii) Within five (5) school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
  - (a) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (b) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- ii) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- iii) 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.
- iv) The Educator may provide a written response to the Observation feedback using the Educator Response Form within five (5) school days of receipt of the written feedback.

**12) Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered in person, electronically, placed in the Educator's school mailbox in a sealed envelope or, in the event that, after good faith efforts, other options are unsuccessful or unavailable, mailed to the Educator's home.
- G) The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report, using the Educator Response Form.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator and the Educator may agree to change the activities in the Educator Plan.
- J) If 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**

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- 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, but not later than May 30th. 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 to the Educator in person, electronically, placed in the Educator's school mailbox in a sealed envelope or, in the event that, after good faith efforts, other options are unsuccessful or unavailable, mailed to the Educator's 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 10 school days of receiving the report, using the Educator Response Form.
- G) The Educator shall sign the Formative Evaluation report within 10 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, after consultation with the Educator, may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

### 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.

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- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent shall seek input on the rating from the Principal.
- 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 in person, electronically, placed in the Educator's school mailbox in a sealed envelope or, in the event that, after good faith efforts, other options are unsuccessful or unavailable, mailed to the Educator's home.
- 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.



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

### 15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- 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 (or at such time as ESE has issued guidance as discussed in Section 22, whichever occurs sooner) 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 (or at such time as ESE has issued guidance as discussed in Section 22, whichever occurs sooner) 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 in the Summative Evaluation Report 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 in the Summative Evaluation Report 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 35 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may, with the agreement of the Educator, include an activity that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development

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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 Minuteman Faculty Association attend the meeting(s).
  - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s), indicator(s), element(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:

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- (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**

**A. NPTS Educators or Educators with PTS on One Year Plan**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
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 two weeks before Formative Assessment Report date established by Evaluator	January 5*

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Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
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	May 4*
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 5
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

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

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15 of Year 1
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1 of Year 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15 of Year 1
Evaluator completes Educator Plans	November 1 of Year 1
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 10 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 10 of Year 1

Evaluator completes Summative Evaluation Report	May 25 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

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

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

**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) 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 by the district in a manner determined 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 Administrator Evaluation**

DESE 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 have met and agreed upon a transition process for implementation of the Educator Evaluation System commencing with the 2012-2013 school year, including the identification of those Educators who will be on 1 year and 2 year cycles.
- B) All NPTS Educators will begin the process on a one year Directed Growth Plan.
- C) All PTS Educators will begin the process on a two year Self-Directed Growth Plan. The parties will identify those Educators whose Self-Directed Growth Plan commences during the 2012-2013 School Year and those Educators whose Plan commences at the start of the 2013-2014 School Year.

**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, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.

## Forms Overview

**Educator Tracking Sheet.** This form is intended to be used to track the completion of each step throughout the educator's evaluation process. It will be completed by the educator in conjunction with his/her primary (and possibly supervising) evaluator.

**Self-Assessment Form.** This form is intended to be used in support of Step 1: Self-Assessment, the educator's initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the educator to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Goal Setting Form.** This form is intended to be used in support of Step 1: Self-Assessment and Step 2: Goal Setting and Plan Development. Individuals and teams may use this form to propose goals (a minimum of one student learning goal and one professional practice goal). The form should initially be submitted with the Self-Assessment Form with the box "Proposed Goals" checked. If the goals are approved as written, the evaluator will check the box "Final Goals" and include a copy of the form with the **Educator Plan Form**. If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten. If the form is redone, the new form should have the box "Final Goals" checked and should then be attached to the **Educator Plan Form**. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Educator Plan Form.** This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the educator for a *Self-Directed Growth Plan*, by the educator and the evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the evaluator for an *Improvement Plan*. Completion and/or submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Evaluator Record of Evidence Form.** This form is intended to be used by the evaluator in gathering evidence of an educator's practice during Step 3: Implementation of the Plan. It will be completed by the evaluator and may be reviewed by the educator at any time.

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

**Formative Assessment Report Form.** This form is intended to be used in support of an educator's formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Formative Evaluation Report Form.** This form is intended to be used in support of an educator's formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward



Attaining Goals,” “Performance on each Standard,” or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Educator Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering *feedback for improvement* (evaluators are encouraged to provide comments even if there is no change to ensure that educators have a clear sense of their progress and performance and receive feedback for improvement). Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Summative Evaluation Report Form.** This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Educator Plans. It will be completed by the evaluator. The evaluator must complete all sections, which are: “Attainment of Student Learning Goal(s),” “Attainment of Professional Practice Goal(s),” “Rating on each Standard,” “Overall Performance Rating,” and “Plan Moving Forward.” Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering *feedback for improvement*. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Educator Response Form.** This form is intended to be used in support of the educator, should he/she want to have a formal response to any part of the evaluation process kept on record. It will be completed by the educator; the evaluator will sign to acknowledge receipt. If the form is submitted in response to the Formative Assessment/Evaluation or to the Summative Evaluation, receipt of the response will also be noted and initialed on the **Educator Tracking Sheet**.

**Observation Feedback Form.** This form is intended to be used by the evaluator during and after observations.

# 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 <sup>1</sup> <input type="checkbox"/> Formative Evaluation conference, if any <sup>2</sup>			
<input type="checkbox"/> Formative Assessment Report completed <input type="checkbox"/> Formative Evaluation Report completed <sup>3</sup>			
Educator response, if any, received by evaluator <sup>4</sup>			
Summative Evaluation conference, if any			
Summative Evaluation Report completed			
Educator response, if any, received by evaluator			

<sup>1</sup> 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.

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

<sup>3</sup> 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.

<sup>4</sup> 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: \_\_\_\_\_

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.

Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

Check all that apply<sup>1</sup>:  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.

<b>Student Learning SMART Goal</b> <i>Check whether goal is individual or team; write team name if applicable.</i>	<b>Professional Practice SMART Goal</b> <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: \_\_\_\_\_

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

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

# Educator Plan Form



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.

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

\*Additional detail may be attached if needed

Educator—Name/Title: \_\_\_\_\_

<b>Professional Practice Goal(s): Planned Activities</b> <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 <sup>1</sup>	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\(4\)](#))

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<sup>1</sup> 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: \_\_\_\_\_

<b>Standards and Indicators for Effective Teaching Practice: Rubric Outline</b> 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: \_\_\_\_\_

<b>Date</b> <i>(Record date of collection, duration if applicable)</i>	<b>Source of Evidence*</b> <i>(e.g., parent conference, observation)</i>	<b>Standard(s)/ Indicator(s)</b> <i>Note Standard(s) and Indicator(s) to which evidence is tied</i>	<b>Analysis of Evidence</b> <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 603 CMR 35.07</i>	<b>Feedback Provided</b> <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)<sup>1</sup>:**

- 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

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

# Formative Assessment Report Form



Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

## Assessing<sup>1</sup>:

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.*

<sup>1</sup> 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: \_\_\_\_\_

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

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.

# Formative Evaluation Report Form

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

Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

## Assessing<sup>1</sup>:

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:

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<sup>1</sup> 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



Educator—Name/Title: \_\_\_\_\_

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

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

# Formative Evaluation Report Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

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

Large empty box for providing 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

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Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

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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

## Minuteman Observation Feedback Form

Name:  
School:  
Subject:  
Grade:

Evaluator:  
Date:  
Elapsed:  
Shared:

Educator Plan:  Self-Directed Growth Plan       Directed Growth Plan      Number of Students:   
 Developing Educator Plan       Improvement Plan

Plan Duration:  Two-Year       One-Year       Less than a year \_\_\_\_\_

Announced       Unannounced      Observation Number:       Observation Date:

Observation Location (e.g.: CTE Lab, classroom, grade-level/format, etc.):

### Lesson/ Activity Objective

What is the "easily discernable" topic, skill, or concept that is the learning goal of the lesson, objective, or activity?

### Student Engagement Level

Engagement defined as: "students attending to the instructional activities occurring in class."

- [ ] All
- [ ] Most
- [ ] Some
- [ ] Few
- [ ] None

### Comments on Student Engagement Level

### Strategies Used to Ensure Engagement

What is the teacher doing to ensure that all students are engaged in meaningful learning activities?

- [ ] Framing the Learning
- [ ] Noticing and Reacting when Students are not Engaged
- [ ] Equitable Distribution of Questions and Responses
- [ ] Proactive Student Grouping
- [ ] Managing Response Rates
- [ ] Using Physical Movement
- [ ] Effectively Addressing Problem Behaviors
- [ ] Appropriate Pacing
- [ ] Setting Classroom Expectations
- [ ] Building/ Reinforcing Student-Adult Relationships
- [ ] Using Praise/ Recognition
- [ ] Withitness/ Proximity Awareness
- [ ] Lesson Planned and Structured to Support Student Learning
- [ ] Career Readiness Training
- [ ] Routines in Place
- [ ] Other

### Comments on Engagement Strategies

**Instructional Practices Used to Help Students Interact with Content  
(Presenting Information through Explanatory Devices, CTE Examples or Career Readiness)**

- Identifying Similarities and Differences
- Summarizing and Note Taking
- Homework and Review
- Nonlinguistic Representations (Visual Cues/ Manipulatives/ CTE Hands on Practice and Modeling)
- Cooperative Learning/ Interpersonal Work
- Hypothesis/ Predictions
- Activating Background Knowledge
- Technology Infusion
- Identifying Critical Information
- Examining Errors in Reasoning
- Using Academic Games
- Debate/ Friendly Controversy
- Setting Objectives/ Providing Feedback
- Academic Writing
- Higher Order Thinking and Questioning
- Use of Questions, Prompts, and Cues to Scaffold Learning
- Inquiry, Role-Playing, and Experiential Learning Activities (Connections to previous/subsequent learning)
- Educational Organizers
- Differentiation to Meet Student Needs
- Practice (Including CTE Hands on Practice and Modeling)
- Modeling Thinking
- Other

**Comments on the use of Instructional Practices**

**Frequency of "Checks for Understanding" (formative assessment)**

- No Checks for Understanding Observed
- 1-2 Checks for Understanding Observed
- Multiple Checks for Understanding Observed

**Comments on Frequency of "Checks for Understanding"**

**Student Instructional Mode**

How are students engaging in instruction?

- Individually
- In a small group
- As a whole class
- In partners

**Comments on Student Instructional Mode**

**Teacher Instructional Mode**

What is the teacher doing to deliver instruction?

- Whole Class Direct Instruction
- Small Group Direct Instruction
- Individual Instruction
- Lecture
- Facilitating/ Providing Feedback
- Leading Discussion
- Video
- Test/ Quiz/ Performance Assessment
- At Desk/ Computer
- Attending to Misc. Needs
- Monitoring Student Transitions

- [ ] Demonstration
- [ ] Circulating
- [ ] Not in Room
- [ ] Lab Activity
- [ ] CTE Based Learning Activity
- [ ] Consolidating & Anchoring the Learning (Summarizing)

**Comments on Teacher Instructional Mode**

**Feedback to the Educator (General Feedback, Commendations or Recommendations)**

Observation Evidence pertains to (check any that apply):

- Progress toward attaining student learning goal(s)
- Progress toward attaining professional practice goal(s)

<b>Standards and Indicators for Effective Teaching Practice: Rubric Outline</b>			
<b>I. Curriculum, Planning, &amp; Assessment</b>	<b>II. Teaching all Students</b>	<b>III. Family &amp; Community Engagement</b>	<b>IV. Professional Culture Engagement</b>
I-A. Curriculum and Planning I-B. Assessment I-C. Analysis	II-A. Instruction II-B. Learning Environment II-C. Cultural Proficiency II-D. Expectations	III-A. Engagement III-B. Collaboration III-C. Communication	IV-A. Reflection IV-B. Professional Growth IV-C. Collaboration IV-D. Decision-making IV-E. Shared Responsibility IV-F. Prof. Responsibilities

**Evaluator Signature**

**Teacher Reflection**

Please enter your comments on the evaluation.

**Teacher Signature (indicates receipt)**

# Setting SMART Goals<sup>1</sup>

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 <b>hope</b> is now a <b>goal</b> , that meets most of the SMART Framework criteria:	
It's <b>S</b> pecific and <b>S</b> trategic	= 10 pounds, 1 mile
It's <b>M</b> easurable	= pounds, miles
It's <b>A</b> ction-oriented	= lose, run
It's got the 3 Rs	= weight loss and running distance
It's <b>T</b> 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,

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<sup>1</sup> 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.

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

### **S = Specific and Strategic**

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

### **M = Measurable**

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

### **A = Action Oriented**

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

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

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



**T = Timed**

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