

AGREEMENT

Between

WESTFORD SCHOOL COMMITTEE

and



WESTFORD EDUCATION ASSOCIATION

UNIT A

SEPTEMBER 1, 2023 – JUNE 30, 2026

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PREAMBLE

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

- a. Under the laws of Massachusetts, the School Committee, (hereafter called the Committee), elected by the citizens of Westford, has final responsibility for establishing the educational and health policies of the public schools of Westford. Educators covered under this agreement, (hereafter referred to as the employees) are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all employees on the school website.
- b. The Superintendent of Westford Public Schools (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established.
- c. The teaching staff of the public schools of Westford has the responsibility for providing in the classrooms of the school, education of the highest possible quality. The nursing staff has the responsibility for providing health care of the highest possible quality. This responsibility may include voluntary participation by individual employees in committees, task forces and other study groups. It is understood, however, that such participation shall not be deemed to constitute representation of the bargaining interests of the Westford Education Association, (hereafter called the Association).

Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the employees in the formulation and application of policies relating to wages, hours, and other conditions of employment of the teaching staff. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement.

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

ARTICLE I - SCOPE

The Committee recognizes the Association as the sole and exclusive collective bargaining representative with respect to wages, hours, and other conditions of employment for all professional employees (as such employees are defined in Section 1 of Chapter 150E of the Massachusetts General Laws) of the Committee, excepting superintendents, assistant superintendents, directors, principals, assistant principals, deans, curriculum coordinators, team chairs, nurses, central office personnel, technicians, secretaries, custodians, tutors, professional aides, and those employed on an interim basis.

Commencing in the 2008-2009 contract, ELL teachers will be Unit A members. Commencing in the 2023-2026 contract, all full and regular part-time nurses will be Unit A members.

The Committee will not employ an interim employee in any position covered by the Agreement unless the Committee has a reasonable expectation that a person on leave from a position covered by this Agreement will return to that position, or to fill a position for the remainder of a partial school year.

ARTICLE II - RIGHTS OF COMMITTEE

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with final responsibility for the quality of education in, and the efficient and economical operation of, the Westford Public Schools. It is acknowledged that the Committee has the final responsibility of establishing the educational policies of the Public Schools of Westford insofar as the law allows.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

ARTICLE III - RIGHTS OF EDUCATORS WITHOUT PROFESSIONAL STATUS

In the event of:

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

the employee involved shall have the right to a discussion of the matter with the Superintendent and a right to counsel at that discussion if the employee so desires, in instances when that employee has not received an indicated receipt of a prior

unsatisfactory evaluation. However, it is recognized that the decision of the Superintendent after any such discussion is final and shall not be challenged through the arbitration provisions of the Agreement.

ARTICLE IV - GRIEVANCES

Section 1. Definitions:

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

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

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

Time Limits:

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

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

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

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

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

Section 6. If, at the end of the thirty (30) calendar days following the occurrences of any grievance, (or when the employee should reasonably have had knowledge of such occurrence)

the grievance shall not have been presented in writing at Step 1, set forth below, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore in this Article.

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

- Step 1: The employee shall present the grievance during their non-working hours to their school principal who shall give their answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may
- Step 2: Be presented to the WEA Professional Rights and Responsibilities Committee by the employee involved within three (3) days after receipt of the Principal's answer. If the Professional Rights and Responsibilities Committee concurs in the answer of the Principal, the matter shall be considered settled at this step as far as the Association is concerned and the Principal shall be so notified. If the grievance is not satisfactorily settled at this step to the Association's satisfaction and/or if the employee shall so desire, it may
- Step 3: Be reduced to writing by the employee within fifteen (15) days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent or their designee and the employee, and, if the employee so elects, the President of the Association, or their designee, shall meet to discuss the grievance within ten (10) days after receipt of the written grievance. Grievances reaching the Superintendent's level will be summarized and forwarded to the Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or their designated representative, shall give their written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may
- Step 4: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the employee to the School Committee. The School Committee, and/or its designated representatives and the employee, and, if the employee so elects, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the President of the Westford Education Association. If any person, or persons, are to represent the employee at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not.
- Step 5: The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the

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

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

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

ARTICLE V - ARBITRATION

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

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

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

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

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

Committee, and the Association and the aggrieved employee.

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

ARTICLE VI - SICK LEAVE

Employees with professional status shall receive fifteen (15) sick days per contract year up to an accumulated total of 150 days. Employees who have accumulated the maximum number of sick days at the start of any school year, shall have the fifteen (15) days held in escrow for their use during the year with the understanding that these sick days will be used before the accumulated sick days and that these sick days cannot be accumulated beyond 150 prior to the start of the next school year. Employees without professional status shall receive ten (10) sick days per year during the first three years of employment without accumulation from year to year with one exception; nurses are exempt from this modification. Upon receipt of professional status all unused sick days accumulated during the three non-professional status years will become available to the employee. Should a non-professional status employee exhaust their allotment of sick days in one of the first three years, upon notification to the Superintendent of Schools, the employee may apply unused sick days accumulated up to the date of notification to absences due to prolonged illness or disability when additional days are necessary to make a full recovery. The number of days eligible for use may not exceed the total number of sick days the employee had when the illness or disability began. If this option is exercised by the employee, any remaining unused sick days accumulated during the three non-professional status years will become available upon attainment of professional status.

All employees eligible for sick leave shall be credited with their applicable sick leave allocation on the first school day of a new school year, provided that the employee is not on leave status and reports to work on the first day of a new school year. Employees who do not report to work on the first school day of a new school year shall receive their applicable sick leave allocation on the first day that the employee reports to work, or if applicable, on the first day an employee returns to work in a new school year following the expiration of an approved leave of absence.

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

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

The Superintendent may require documentation from a regularly licensed and practicing physician in the event of any illness resulting in five (5) or more consecutive work days. The Superintendent may also require medical documentation when circumstances warrant.

ARTICLE VII - PERSONAL, FUNERAL & RELIGIOUS LEAVE

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

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

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

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

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

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

ARTICLE VIII - SABBATICAL LEAVE

Section 1. The Committee, upon the recommendation of the Superintendent of Schools, may grant a leave of absence for a sabbatical leave or teacher exchange for the purpose of participating in a local, national or foreign nation exchange program for teaching and/or researching best teaching practices to any employee or supervisor having served seven (7) or more years, which would increase their professional ability. Such leave shall be for a period not exceeding one (1) year at one half (1/2) pay, or one half (1/2) year at full pay, provided that prior to the granting of such leave, said employee or supervisor shall enter into a written agreement with the Committee that upon termination of such leave he/she will return to serve in the public schools of Westford for a period of at least two (2) years and that in default of completing such service, they will refund to the Town an amount equal to such proportion of salary received by them while on leave as the amount of service agreed to be rendered. It is recognized that the Committee has the right to determine the number of such leaves, if any, that shall be granted.

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

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

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

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

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

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

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

ARTICLE IX - GENERAL

Section 1. Certification / Licensure

It is the responsibility of each educator to hold and maintain a valid Massachusetts Educator License in the discipline in which they are working. Prior to the expiration date of the educators' license, it is the responsibility of the educator to submit to the office of the Superintendent of Schools a copy of the document generated through the Massachusetts Department of Elementary and Secondary Education (DESE) electronic licensure file, ELAR.

The unofficial license information will be accepted as proof of current licensure/official record only after verification has been confirmed by the office of the Superintendent of Schools.

Section 2. Work Year and Hours

The work year for teachers (other than employees who may be required to attend before-school new-teacher orientation sessions) will begin no earlier than the Monday prior to Labor Day and end no later than June 30th.

The "work year" will include days when students are in attendance, orientation days at the beginning of the school year and professional development days.

The Committee recognizes the benefits of scheduling the workdays to end before June 30, and the benefit of adhering to scheduled vacations. If the Committee determines that a different schedule is necessary, it will notify the Association and consult if requested.

The school calendar will be established in collaboration with the Superintendent, the Union and the Calendar Committee.

While it is recognized that the final decision in hours of duty for bargaining unit members rests with the Committee, it is agreed that there will be no permanent change of these hours until there has been consultation with the Association on the matter. The Committee and the Association recognize that employees covered by this agreement are expected to be on duty before the school starting times so that they may adequately prepare for and welcome students. Employees will make themselves available to parents and students before or after the school day in performance of their professional responsibilities. Professional responsibilities also include supervision of students during dismissal where applicable at the end of the school day. This supervision will be determined by, and at the direction of the building principal and/or designee based on the need to ensure student safety.

The Association and Committee recognize the benefits of scheduling classes to begin no later than 9:00 a.m.

Section 3. Work Days

The teachers' work year shall consist of one hundred eighty- four (184) days, consisting of one hundred eighty (**180**) classroom days and four (4) days for other professional duties. Guidance counselors at the high school work an additional four (4) days and guidance counselors at the

middle school work an additional three (3) days. The days beyond one hundred eighty (**180**) in this paragraph will not be scheduled during vacations or on holidays.

The nurses' work year shall consist of one hundred and eighty-four (184) days as determined by the annual School Calendar. The Head Nurse will be granted one (1) day per month within this 184 day schedule to conduct administrative duties, at which time a substitute will be hired to cover the nursing duties. An additional day will be granted to attend regional meetings at the discretion of the Superintendent or their designee. The Head Nurse shall work an additional five (5) days beyond the School Calendar. During the scheduled early release time on Conference Days, nurses shall be eligible to attend a floating Professional Development Day.

The Committee may schedule an additional day of work for employees. Attendance on an additional day will be voluntary. Any employee who works on any additional day(s) will be paid per diem at the rate of their regular salary divided by the regular school year unless the employee agrees to work at a lower rate of compensation (e.g., grants, workshops, etc.). The divisor to use for payment of the per diem rate for additional days worked shall be "1/ 184." Employees will be notified of any day or days scheduled as the additional day at least thirty (30) calendar days in advance.

The employees' last classroom day will be a half day, and dismissal is subject to approval of the Principal upon sign-out accountability. There will be no days added to the calendar for staff beyond the student's last day except for the head nurse as defined above.

Section 4. Volunteering at the Elementary Level

Volunteerism is recognized as an important component to building a strong, professional education community. However, it is also recognized that individuals may at times be unable to support building or district initiatives that require them to volunteer their time.

Section 5. Travel

Employees required to travel between schools within the same day shall be allotted a reasonable block of time for transitioning, provisioning and traveling between schools. Any concerns regarding the application of "reasonable" time to a specific situation will be resolved by the Superintendent of Schools.

Section 6. Meetings and Conferences

Educators are expected to attend one (1), hour-long faculty meeting and one (1), hour-long curriculum meeting per month if scheduled by the building principal or curriculum administrator. The monthly meetings shall start no earlier than one (1) hour before the beginning of the work day and shall begin no later than fifteen (15) minutes after the end of the work day. Nurses may attend monthly faculty meetings and are expected to attend the nurse staff meetings, which will occur no more than one (1) time per month for no more than one (1) hour. Prior to October 15th and prior to April 15th educators shall be allowed to utilize one of the scheduled monthly meetings for the purpose of preparing the appropriate evaluation paperwork.

Elementary teachers shall participate in two (2) early release parent conference days in the Fall

of each year and two (2) early release parent conference days in the Spring of each year. Middle School teachers shall participate in two (2) early release parent conference days in the Fall of each year. Conferences shall occur within two weeks following progress reports.

On conference days, there shall be a half day for students. Following the end of the student half-day, a five hour and fifteen minute (5h 15m) conference block shall begin. The conference block shall include four and one half hours (4h 30m) for scheduled conferences, and forty five consecutive minutes (45m) for a teacher meal break, at the teacher's discretion. Middle school conferences will be ten minutes long and elementary conferences will be fifteen minutes. Teachers may leave at the end of scheduled conferences. Conferences may be conducted remotely, e.g. by google meet or phone call. The administration will send out advance notice and invitations to all parents with the specific times available.

Unit members, excluding nurses, at the high school level shall also participate in a back-to-school evening for families in the fall. This evening event may be held on school days, which will be scheduled as an early release day for students, and will be incorporated into the development of the annual school calendar. On such days, staff shall have at least a one (1) hour break between the end of the student day and the start of the back-to-school event. The event shall last for no more than six (6) hours and shall be scheduled to end no later than 7:00 PM. A back-to-school event at the elementary and middle school levels will continue to take place on full school days for students.

Section 7. Planning Time

Teachers will receive a twenty-five (25) minute, duty-free lunch period. Teachers in the elementary schools will also receive a fifteen (15) minute, duty-free recess period. All teachers will receive a minimum of two hundred and twenty (220) minutes of planning time per week. Districtwide planning time will be in blocks of no less than twenty-five (25) minutes to be counted toward the whole. Upon a teacher's request, make-up planning time will be identified with a staff member who loses their planning time as a result of participating in an administrative meeting. An attempt will be made to provide teachers with continuous planning time on a daily basis within programmatic and fiscal constraints. For the purposes of this Section, administrative meetings shall include those called by a Principal, Assistant Principal, or Curriculum Coordinator. Nurses will receive a daily duty-free lunch of equivalent duration to teachers, but are exempt from weekly planning time requirements.

Section 8. Safety Committee

In order to continue the Committee's and the Administration's commitment to workplace safety, a School Safety Committee will be formed which will include representatives from the Administration, the Association and other employee groups. The Safety Committee will meet regularly when any group member deems necessary or immediately in the event of an emergency. The goal of the Safety Committee will be to review workplace health and safety issues. The Safety Committee may make recommendations for action to the Administration or the School Committee. Such recommendations shall be based on majority vote with the administration having the same number of votes as the represented employee groups combined.

Should a building lose power and heat and the temperature within the building falls below sixty (60) degrees Fahrenheit for one (1) hour, teachers, staff and students shall be transferred to another building or released for the day.

Section 9. WEA Consultation

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

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

Therefore, the Association shall designate two (2) representatives, in addition to the President, to meet with the Superintendent on a monthly basis at mutually convenient times to consult as provided herein. The Superintendent, at their discretion, may request two (2) management representatives to sit with them. The Association and the Superintendent agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, each will submit a written agenda of subjects about which they wish to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda. Every effort will be made to reach a resolution to the issue within sixty (60) days of the consultation.

Section 10. Grading

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

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

Section 11. Curriculum

Teachers will teach the Westford Public School curriculum as presented to the Committee and use the core materials provided by the Westford Public Schools as approved by the Superintendent. Teachers will be provided with IEPs for students and their support schedule by the end of the first full week of school. Also, teachers will receive their specialist's schedules one (1) week prior to the start of the school year.

Section 12. Training Schedule

The Committee will make every effort to schedule employee training during professional days, during the school day or during summer workshops. If needed and requested, educators shall be provided with professional development time, training and resources necessary to learn current and emerging communication methods.

Between the opening day of the school year and October 15th, each Principal will provide teachers with one (1) hour, beyond the school day, to conduct mandated training. The designated time will be at the discretion of the Principal.

Section 13. Background Checks

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

Section 14. WEA Dues

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

Section 15. Release Time

The parties agree that timely resolution of labor relations issues is critical for a successful school system. To that end:

The WEA President will receive not less than 30 minutes per week of release time during the year(s) of their presidency for union work. Prior to the start of the school year, the President and the District shall agree upon and reduce to writing the precise manner and timing of this release time, with the goal of maximizing labor relations support and minimizing impact on students. For example, a president at the Middle or High School level may have a reduction in duties, while a president at the elementary school may have a regularly scheduled block of Technology Based Learning, Independent Learning, or some similar activity.

As circumstances require, the Superintendent or their designee may, by mutual consent, provide substitutes or adjust the teacher schedule of the President and Vice President to provide release time to handle matters requiring immediate considerations.

Section 16. Building Tours

Students and/or families who are welcomed by an administrator to tour the school while school is not in session shall be accompanied by an administrator or designee for the duration of the tour.

Section 17. Academic Recommendations

Any teacher who has 16 or more academic recommendations to write shall, upon request, be granted substitute coverage for the equivalent of one (1) day during the academic year. It is understood that the teacher will remain in the building while being provided such coverage.

ARTICLE X - PROFESSIONAL DEVELOPMENT

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

Section 1. Induction Course:

During the first three (3) years of employment, all non-professional status teachers and any person employed within the Unit A contract, excluding nurses, will take a course which incorporates the essential components of teaching and learning in the Westford Public Schools. These components will include an introduction to the following topics:

Skillful Teacher, Understanding by Design, Response to Intervention, Sheltered English Instruction, Differentiated Instruction, and Digital Learning. Other topics may be incorporated as needed. The course will be titled Understanding Learning; Teaching All Students. Teachers will earn three (3) graduate credits through the University of Westford.

Upon successful completion of any component of the above mentioned course outside of the WPS offering, and with prior written approval, at the sole discretion of the Superintendent of Schools and/or their designee, the employee may be excused from attending said component of the course.

Section 2. In-house Professional Development

Employees and school personnel who are covered by this contract are required to attend all professional development days offered by the Westford Public Schools. Such days will not be scheduled during vacations or on holidays. A minimum of one-half (1/2) of one (1) professional development day will be allocated to site-based professional development activities. The schedule for the two (2) full-day professional development days (no student attendance) will mirror the middle and high school's six (6) and (1/2) one-half hour workday with adequate time for lunch. Ample notice and a daily schedule will be given to staff in advance of all professional development days.

Section 3. Tuition Reimbursement

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

It is recognized that in our rapidly changing society employees must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social changes, and other topics related to the quality of services in the classroom. There are many methods by which an employee may improve their professional background. Courses taken at

colleges and universities, travel and individual study are all sources of professional development. Continued professional improvement is an integral part of being a professional teacher.

- a. Any employee will be eligible for tuition reimbursement for tuition fees and laboratory expenses incurred up to a maximum of one thousand dollars (\$1000) for a single year, provided proper notice and documentation is furnished for any year in which the applicant is actively enrolled in a graduate degree program for an initial Masters which has received prior approval from the Superintendent.
- b. Employees who are not eligible for reimbursement under subparagraph (a) will be eligible for reimbursement for tuition fees and laboratory expenses up to a maximum of eight hundred fifty (\$850) incurred in a single year. Reimbursement will be received for graduate courses recognized by university credit and undergraduate courses if the course(s) is approved by the Superintendent or if the Superintendent specifically requested the employee take the course, provided proper notice and documentation is furnished.
- c. An employee who is granted a sabbatical leave for one-half (1/2) of the year shall be eligible for reimbursement if they are eligible that year under section 2a or 2b.

Section 4. Course Approval Process

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

- a. Prior to taking a class, the employee must complete a course approval form and receive approval from the Principal and the Superintendent or their designee at least two (2) weeks prior to the start date of the class to be reimbursed. If the employee intends on taking a non-content course, a rationale for taking the course and how it will enhance the educational experience of the students should be included on the course approval form.
- b. Upon completion of any course, a grade must be submitted to the Curriculum Office within ninety (90) calendar days. This process applies to a reimbursed or non-reimbursed course request. Any judgment to approve an extension beyond the ninety (90) calendar days shall not be made arbitrarily or in a capricious manner but shall be determined with an explanation by the Superintendent or their designee.
- c. To qualify for reimbursement, the applicant must present a receipted tuition bill, an official transcript, and cancelled check or proof of payment. The proof of payment must be either a cancelled check or a credit card and/or a bank statement that identifies the employee and the actual transaction. A receipt that states "PAID" will not be accepted as proof of payment.
- d. Employees, who have achieved the Masters + 30 column who are seeking professional development points (PDP's) or other teaching certificate qualifications under the guidelines set forth by the Massachusetts Department of

Education will be able to audit college or university courses provided the college or university has a policy about regular attendance. They will be eligible for reimbursement up to two hundred fifty dollars (\$250).

- e. Employees, with approval of the Superintendent or their designee, may be able to attend one (1) workshop or one (1) conference a year and receive up to two hundred dollars (\$200) reimbursement in lieu of courses taken for credit or audit that are reimbursed.
- f. Upon completion of any workshop or conference, a proof of attendance and payment must be submitted to the Curriculum Office within ninety (90) calendar days. This process applies to any reimbursed request. Any judgment to approve an extension beyond the ninety (90) calendar days shall not be made arbitrarily or in a capricious manner but shall be determined with an explanation by the Superintendent or their designee.
- g. In order to achieve the Department of Education's non-content licensure requirements, during each (5) five-year recertification or re-licensure cycle, employees will be permitted to take and receive reimbursement for two (2) electives from an accredited institution.
- h. Should a difference of opinion arise regarding course approval, a meeting will be held within five (5) days of the course denial between the employee, Principal and Superintendent or their designee to resolve the issue. Should an impasse be met, the Superintendent will make the final decision.

Section 5: On-line Courses

On-line Graduate Courses will only be reimbursed and recognized for column changes when they meet the following criteria:

- 1. The online course has a specific start and end date with a minimum of fifteen (15) hours of work for one (1) graduate credit.
- 2. The online course is not designed as a self-paced "module" course with no specified beginning and ending date.
- 3. The online course is offered by an accredited college or university and the online course offers graduate credit.
- 4. Courses that do not meet the above required criteria may still qualify for workshop, audit and/or conference reimbursement.

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

Section 6. Nurses

Professional Development of Nurses will be governed by this section only, as follows:

6.1. Up to two (2) days may be given for professional enrichment without loss of pay. These days may be used to attend workshops, in service programs, and/or seminars sponsored by professional associations. The decision to grant such days is discretionary with the Superintendent.

6.2. The cost of CPR, First Aid courses and the nurses' State Nursing License, which are required of all employees under this Agreement will be reimbursed. The cost of the National School Nurse Association dues will also be reimbursed.

6.3. Providing the annual school calendar offers a professional development day before the commencement of classes, the nurses will use this day to meet with parents and guardians to discuss medicine and medical care plans.

6.4. Nurses shall receive reimbursement of up to \$600 for CEU's, contact hours, and/or PDP's or reimbursement of up to \$750 for a pre-approved course in a Master's Degree program, or reimbursement of up to \$500 for pre-approved courses taken beyond the Masters level. The Superintendent of Schools or their designee will approve all courses. To qualify for college level tuition reimbursement for the budget year following, the employee must file with the Superintendent of Schools by December 1st of the previous school year their intent to take courses. Nurses Unit C members in their first year of employment must file their intent to take courses during that year with the Superintendent of Schools by October 1st. They must also present receipted tuition bill(s) along with the university credit after completion of course(s). A canceled check along with official university credit after completion of a course would also be acceptable for reimbursement. A Part-time employees' tuition reimbursement shall be pro-rated based on their FTE status unless otherwise agreed to by the parties.

ARTICLE XI - POLICY STATEMENTS

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

Section 1. Employee Files - A copy of any material that is put in an employee's Central Office personnel file must first be sent to that employee to make them aware of the situation. The employee will have a right to submit a written, dated response or comment to such material within thirty (30) days after they receive the copy, and such response shall be included in their file.

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

Section 3. Job Openings - All job openings within the system will be announced to all Westford employees at the same time as outside the system. The Committee may fulfill its duty under this paragraph by posting job openings on the district's web site. All employees will be notified when the posting occurs. Whenever a permanent vacancy occurs for a Nursing position, notice of such vacancy will be posted at each school where employees are regularly assigned at or before the time it is announced to others, but at least for a period of five (5) school days prior to filling the vacancy. Employees who desire the position will notify the Superintendent. The Committee, in its discretion, will determine whether said vacancy will be filled by the interested candidate.

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

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

Section 6. Interim Employees - While it is recognized that interim employees are not covered by this Agreement, any certified teacher who is employed as an interim employee for a minimum of ninety-one (91) school days in a school year and is hired as a regular employee for the following school year shall have that service credited toward advancement on the salary schedule.

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

Section 8. Part-time Employees - Employees who are hired to teach and/or perform other services on less than a full-time schedule will be classified as part-time employees.

The compensation of part-time employees will be based on the proportion of their regularly scheduled workload compared to full-time employees. The President of the Association will be notified of the salaries of part-time employees in writing on or before the first day of the school year, or within two (2) weeks after the employee's start of employment. A part-time employee who teaches at least 50 percent (50%) of a full-time schedule will receive full step credit for purposes of salary payment.

- a. At the high school and middle school levels, the salary of part-time employees who work every school day on a part-time basis will be calculated in increments of one-fifth (1/5) of a full-time teacher's salary with the expectation that employees employed more than one-half (1/2) time shall also be assigned a daily duty period. At the elementary level, a part time employee's salary will be

calculated in increments of one tenth (1/10) of a full time employee's salary. The numerator of the employee's part-time salary will be established by the Principal, subject to review by the Superintendent. In the event such an employee is requested to work a full workday, they will receive additional pay up to the daily rate of their equivalent full-time employee's salary. A Part-time Nurse's salary shall be pro-rated based on their FTE status.

- b. The salary of a part-time employee who works a reduced work week will be based on the proportion of their regularly scheduled work week compared to full-time employee (e.g. an employee who is regularly scheduled to work three (3) days a week will receive sixty percent (60%) of a full-time salary, an employee who is regularly scheduled to work two and one-half (2 ½) days per week will receive fifty percent (50%) of a full-time salary, etc.)
- c. Part-time employees who work a reduced work week/workday will be asked to attend half (1/2) of the required meetings. Part-time employees will receive benefits on a pro rata basis as follows:
 1. Standard tuition reimbursement for employees working fifty percent (50%) or more of a full time schedule and pro rata tuition reimbursement for employees working less than fifty percent (50%) of a full time schedule.
 2. Sick leave benefits based on their regular schedule, as follows:
 - a. Employees who work every school day on a part-time basis will receive the same number of sick leave days as full-time employees. The employee will be compensated at their regular daily rate of pay for each sick day taken. In the event such an employee becomes full-time, any unused sick leave will be converted to an equivalent number of full time days for purposes of carry over.
 - b. Employees who work a reduced work week will be credited with sick days reduced by a pro rata amount to reflect that employee's portion of a full work schedule (e.g. an employee who works three (3) full days per week will receive three-fifths (3/5) of the number of sick days accrued by a full-time employee, employees who works two and one half (2 ½) days per week will receive one-half (1/2) the number of sick days accrued by a full-time employee, etc.). The employee will be compensated at their regular daily rate of pay for each regularly scheduled workday missed due to sickness. In the event such an employee converts to full-time status any unused sick leave will be converted on a day-for-day basis.
 3. Personal and Religious Leave based on their regular schedule.
 - a. Employees who work every school day on a part-time basis may obtain the same number of personal and religious leave days as full-time employees, to be taken under the same conditions as full-time

employees. The employee will be compensated at their daily rate of pay for each personal and religious day taken.

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

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

Part-time employees will be entitled to up to five (5) consecutive school days without loss of pay, and without accumulation, for bereavement leave in the event of the death of the employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, or any individual who resides with the employee. In the event of the death of a part-time employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for purposes of attending such service without the loss of the regular day's pay, and with no accumulation.

Section 9. Jury Duty

In accordance with Chapter 234A of the General Laws of Massachusetts, any employee required to be absent from work because of Jury Duty shall be paid the difference, if any, between their regular wages over and above the amount they receive because of such jury duty.

Section 10. Nurse Benefits

The School Committee will purchase, for each Nurse, a malpractice insurance policy of protection for said members as is currently in effect. The School Committee will purchase one membership to the Massachusetts School Nurse's Organization during each year of this agreement.

ARTICLE XII - COMPENSATION

Section 1. Salary Schedule Policy

- a. A step number represents the employees' place on the salary schedule and does not necessarily represent years of experience in or out of Westford Public Schools. An employee will move one (1) step per year until reaching the maximum step. Salary steps are based on successful and satisfactory performance. Any employee, upon the recommendation of the Principal and Superintendent may be retained on step.
- b. Promotion from the Bachelors column to the Masters column and from the Masters column to the Masters plus 30 column and step increment will be authorized twice annually. The first authorization shall be submitted no later than October 1st, with a retro allowance effective September 1. The second authorization shall be submitted no later than February 1st and will be paid out on the first pay period of February. Evidence of completion of an approved program

of courses must be on file with the Superintendent prior to the stipulated dates.

- c. Only graduate courses (including online courses) in graduate degree programs at accredited colleges and universities which receive prior approval of the Superintendent or their designee before the first day of class will be considered for Bachelors to Masters column transfer. Requests will be submitted and decisions made in a timely manner. Distance learning courses that meet Department of Education Guidelines will be the standard by which course approval will be determined. Correspondence courses will not be considered for reimbursement or movement on the salary scale. Graduate courses at accredited colleges and universities which receive prior approval of the Superintendent or their designee and "University of Westford" courses, may be used for transfer from the Masters to Masters plus 30 column. "University of Westford" courses will be offered at no cost to participants. All "University of Westford" courses shall start no sooner than 3:45 pm, unless no elementary teachers are enrolled in the course. Employees on the Masters plus 30 column can accumulate up to thirty (30) "University of Westford" credits and apply them to one of the following: (i) a one-time lump sum payment of four thousand dollars (\$4,000); (ii) a tax deferred annuity of four thousand dollars (\$4,000); (iii) a nontax deferred annuity of four thousand dollars (\$4,000); (iv) a payment of eight hundred dollars (\$800) per year over five (5) years.

Participation in "University of Westford" courses is voluntary. Correspondence and television graduate courses that are not directly related to the person's current academic assignment may be denied approval by the Superintendent.

- d. Any employee who is on maximum step may, upon recommendation of the Principal/Director, be denied a salary increase by the Superintendent if the employee has received written notice by January 15 from the Principal/Director or their designee of the intention to recommend denial of the increase. This notice shall list the reason(s) for the possible recommendation and contain recommendations for correcting the problem(s) listed. If the Principal/Director or their designee believes the problem(s) were not corrected by May 15, the recommendation may be made to the Superintendent who will decide on or before June 30 whether to deny any increase scheduled for the next school year.
- e. The Superintendent may place a newly hired employee on any step of the salary schedule; provided, however, that no salary placement credit will be granted for more than six (6) years of non-teaching related work experience. This paragraph will not be construed as requiring such non-teaching related work credit toward schedule placement in any case. Nurses shall be placed on the salary scale on the step determined by the Superintendent or their designee. The factors to consider may include the employee's prior public school community health, and pediatric nursing experience.

Section 2. Salary Schedules

See Attachment "B"

Section 3. Differentials

See Attachment "C"

Section 4. Compensation and Unused Sick Leave

In recognition of dedicated service to the children of Westford, any employee covered by this Agreement who has taught for twenty (20) years in the Westford School System OR who has spent thirty (30) years total teaching, the last fifteen (15) of which has been consecutive in the Westford School System OR who has worked as a nurse in the Westford School System for ten (10) years shall receive thirty-five dollars (\$35.00) for each accumulated sick day remaining unused on the date of retirement up to a total of one hundred and fifty (150) days. Employees who give a binding notice of their intention to retire prior to the start of the school year after which they intend to retire will receive compensation under this section on July 15th following their retirement or on the following January 15th at the employee's option (e.g., an employee who retires on June 15, 2011 will receive compensation on July 15, 2011 or January 15, 2012 if a binding notice was given prior to the start of the 2011-2012 school year). Employees who retire after giving a nonbinding notice of retirement and/or without giving notice prior to the school year in which they intend to retire will receive compensation under this section on July 15th of the calendar year following the effective date of retirement or on the following January 15th at the employee's option (e.g., an employee who retires on June 15, 2012 will receive compensation on July 15, 2012 or January 15, 2013).

Nurses, in order to be eligible, must file one year in advance a notice of intent to retire from the Westford Public Schools under the provisions of the Massachusetts Teacher Retirement System.

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

Section 5. Pay Periods

The annual salary for employees covered under this agreement shall be paid based on twenty-six (26) equal payments. The first twenty-two (22) payments shall be paid on a bi-weekly basis beginning in September. Four (4) bi-weekly payments shall be paid in one lump sum, in June.

Section 6. Teachers Acting as Substitutes

Once every good faith effort has been exhausted to utilize a substitute teacher to fill an unsupervised classroom/student setting, those who have previously submitted their name to be an emergency substitute may be selected to fill-in for that period. When possible, teachers shall be selected on a rotating basis and provided with the right to decline. A staff member may be assigned by the school administration if no other solution is available. Compensation shall be

\$15.00 for each assignment. Teachers performing services as a short-term substitute teacher for five days or less shall not be expected to plan and grade for the class in which the teacher is providing short-term substitute teaching services during that five day or less period.

Section 7: **Teachers Acting as Long Term Substitutes**

A: If a professional employee at the High School level voluntarily agrees to act as a long-term substitute teacher by teaching a course in addition to their normal workload during their preparation period, that member shall receive additional compensation at a prorated rate of 20% of their base salary, including current step and level, for the duration of that long-term substitute assignment

B: No Duties Period. If a Unit A member agrees to teach an additional class, as set forth in paragraph A above, the additional class would be added to the member's responsibilities in lieu of a duties period, and will not be added in lieu of a preparation period. Unit A members at Westford Academy who assume responsibility to teach an additional (sixth) class will not be required to perform a duty period during any day on which staff members maintain primary teaching responsibility for teaching the additional class. The Westford Public Schools' Administration reserves the right to modify the scheduling of a member's preparation block to accommodate a new class assignment but will retain the preparation block for the member during the school day.

C: Professional Teaching Responsibilities. The language set forth in Article XII, Section 6 of the Unit A CBA regarding short-term substitute teaching remains in effect. However, the parties agree that members shall be entitled to the additional pay provided for in this section when a voluntary teaching assignment to provide long-term substitute coverage for a class beyond 1.0 FTE is 6 days or longer. The member's entitlement to the additional pay pursuant to paragraph 1 above shall commence on the 6th consecutive day, provided that as of that day, the member is required to perform all the professional teaching responsibilities for that class.

D: Selection Process. The selection process to determine which staff members will be offered additional teaching duties and the pay set forth in paragraph A above will be conducted by the building administrators and recommended to the Superintendent. If there is an opportunity for additional teaching duties, then the building administrator and/or curriculum coordinator will notify all eligible staff and ask for volunteers to express interest. If more than one member volunteers for a teaching opportunity, then the selection will be based on licensure of employees and the administrator's professional judgment. The Westford Public Schools reserves the right to not assign an additional class to a volunteer if in the Westford Public Schools' professional judgement, it would not be in the best interests of the students.

Section 8: **Head Nurse and Nurse Summer Work**

In addition to their regular compensation the Head Nurse shall be paid an annual stipend of six thousand, five hundred dollars (\$6500.00). This stipend includes an additional five (5) days beyond the annual School Calendar work year with the extra days being scheduled cooperatively, perhaps in hourly segments. The head nurse will be responsible for hiring substitutes and conducting

regular staff meetings. The head nurse will not be responsible for scheduling substitutes. Any employee needing a substitute will use the sub placer system.

When the Head Nurse has been absent for at least ten (10) consecutive school days, the employee who may be offered and who accepts the duties and responsibilities of Acting Head Nurse will be paid the differential paid to the Head Nurse for the period this appointment remains in effect.

A total of fifteen (15) days for summer work for nurses shall be budgeted by the Committee. Such appropriation will be divided between the three (3) nurses working at the K-2 level, and the two (2) nurses working at the middle school level. Nurses will be paid at a per diem rate.

ARTICLE XIII - EMPLOYEE EVALUATION

Employee evaluations will be conducted in accordance with the Westford Public Schools Professional Standards and The Massachusetts Model System for Educator Evaluation designed by the Department of Elementary and Secondary Education (DESE), pursuant to the new educator evaluation regulations, 603 CMR 35.00, as from time to time, modified or supplemented at the agreement of the parties.

Other subcommittees may be formed, to review topics such as Evidence Guidelines and Observations. These sub-committees will develop recommendations and submit them to the overall Educator Evaluation Review Committee, which will make decisions regarding adaptations to the framework to be piloted that year or the following year.

Section 1: Nurse Evaluations

After the completion of training, the Head Nurse will perform formal evaluations of the school nurses. Additionally, the Superintendent of Schools or their designee may conduct the evaluation of a school nurse. At the discretion of the Superintendent or their designee, a substitute will be provided to enable the Head Nurse to conduct evaluations, receive training and to facilitate the duties of the Head Nurse's stipend position.

ARTICLE XIV - CHAPTER 766

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

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

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

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

ARTICLE XV - REDUCTION IN FORCE (RIF)

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

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

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

Section 2. Qualified means possessing a valid Massachusetts teaching license at either the preliminary, initial or professional levels and having such certification on file with the Superintendent as of September 30 of the school year in which the reduction in force is announced.

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

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

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

- a. A person without professional status whose position the person with professional status is qualified to fill.
- b. A person with professional status in a classification which said teacher is certified to teach but is not currently assigned who has less than 60 percent (60%) of the seniority of the former teacher. Said teacher will have one year to become highly qualified, if not already, in order to remain in the position.

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

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

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

A person who exercises their recall rights and resumes employment in the Westford Public Schools shall be credited with all benefits and privileges that they were entitled to as of the date of the layoff.

Section 7. Layoffs shall be conducted among professional status teachers within targeted disciplines based on a teachers' performance and the best interest of the students. A targeted discipline for the purpose of this section, is the area of certification in which the bargaining unit employees are teaching and for which a lay off is contemplated. A teacher job performance and the best interest of the students shall be defined as the teachers past summative overall evaluation ratings as compared to other teachers past summative overall evaluations ratings in the discipline targeted to be reduced. Summative ratings of Proficient and Exemplary are considered equal and valued as the highest.

The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline, but not to exceed four (4) years and excluding the most recent summative evaluation that is to be determined for the year of the reduction.

Nothing in this section or Chapter 71, Section 41 shall affect the right of a superintendent to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified. No teacher with such status shall be displaced in accordance with the terms of a collective bargaining agreement or otherwise by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to section 38G and is at least as qualified for

the position as the junior teacher holding the position. The criteria for determining a qualified teacher under this paragraph shall be subject to the collective bargaining provisions of chapter 150E; provided, however, that any such collectively bargained for qualifications shall include, as the primary factors, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with Chapter 71, Section 38, and the best interests of the students in the school or district; and provided further, that for the purposes of this paragraph, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said section 38 and that are defined by the board as proficient and exemplary.

The school committee and the collective bargaining representative may negotiate for seniority or length of service only as a tie-breaker in personnel actions under this paragraph among teachers whose qualifications are no different using the qualifications collectively bargained for in accordance with this paragraph.

Section 8. To the extent permitted by G.L., c.32B and the Town Bylaws, laid off employees may continue group health and life insurance coverage during the recall period as provided to members of the bargaining unit by reimbursing the Town Treasurer for premium cost. Failure to timely forward premium payments or refusal to return to employment on recall will terminate this option.

Section 9. In cases where two (2) or more employees have the same seniority, the Superintendent shall have the discretion to determine the order of layoff and recall of those employees, and their judgment shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

Section 10. Professional employees not covered by this Agreement who are laid off from their non- bargaining unit position shall be treated, for purposes of this Article, as if they were persons covered by this Agreement. For purposes of Section 4 and 5, if they previously taught in Westford, they shall be deemed to be currently employed in the classification to which they were last assigned. If they did not previously teach in Westford, that includes their primary area of certification. For purposes of this Section, a "professional employee" is an employee other than directors, curriculum coordinators, principals, assistant principals, deans, assistant superintendents, superintendents, secretaries, custodians, team chairs, technicians, tutors, professional aides, nurses and those employed on an interim basis.

Section 11. A list specifying the seniority and the highly qualified status of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within ninety (90) days following the execution of this Agreement. An updated list shall be supplied by the Committee annually thereafter.

Section 12. Whenever the layoff or recall of highly qualified personnel with professional status is deemed advisable by the Committee, the President of the Association shall be notified and the Standing Committee referred to in Section 12 shall meet to consider the order of layoff or recall. If a majority of the members of the Committee can agree on the order of layoff or recall, that decision shall be final and binding on all concerned. If a majority of the members of

the Committee cannot agree on the order of layoff or recall, then either the Committee or the Association may, in accordance with the rules of the American Arbitration Association, request the appointment of an arbitrator to determine the proper order of layoff or recall in accordance with the terms of this Article, and such arbitration shall be governed by Article VI. The Association and the Committee may jointly agree to submit a dispute under this section to arbitration before the Massachusetts Board of Conciliation and Arbitration.

Section 13. The Standing Committee referred to in Section 11 shall consist of three (3) members appointed by the Committee and three (3) members appointed by the Association.

Section 14. If the reassignment of personnel due to a reduction in force is deemed advisable by the Superintendent, their judgment in this regard shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

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

Section 16. While it is recognized that only personnel with professional status are covered by the provisions of this Article, in view of the fact that a reduction in force may affect a person without professional status during a school year or after a person without professional status has been reappointed for the following year, it is agreed that, in such cases, the person without professional status shall receive notice of the intended layoff at least fifteen (15) days, exclusive of customary vacation periods, before the effective date of the layoff.

Section 17. This Article does not apply to "personnel without professional status."

Section 18. Nurses

18.1 Nurse seniority shall be calculated as per section 1 above, but layoffs of Nurses shall be conducted separate from layoff of other professional staff covered in this agreement, as follows:

18.2 In the event a reduction in the number of School Nurses covered by this Agreement is deemed advisable by the Committee, a School Nurse will have the right to bump a School Nurse having the least seniority. Super seniority will be given to the Head Nurse.

18.3 If, subsequent to a layoff, vacancies occur, the School Nurses who have been laid off within the prior year under the foregoing provisions will have recall rights on the basis of seniority at the time of layoff to nursing vacancies that may subsequently occur.

18.4 Any School nurse who has recall rights shall be notified of such vacancy by means of a registered letter sent to their last address of record. The School Nurse shall have seven (7) days from the sending of the registered letter to notify the Superintendent of their desire to return. If

notification of acceptance of the vacant position is not received within this period, the School Nurse will forfeit all rights and benefits provided for in this Article.

18.5 To the extent permitted by General Laws, Chapter 32B and the Town By-Laws, laid-off School Nurses may continue group health and life insurance coverage during the recall period as provided to members of the bargaining unit by reimbursing the Town Financial Director for premium costs. Failure to timely forward premium payments or refusal to return to employment on recall will terminate this option.

18.6 In cases where two (2) or more School Nurses have the same seniority, the Superintendent will have the discretion to determine the order of layoff and recall of those School Nurses, and their judgment shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

18.7 A list specifying the seniority of each member of the bargaining unit shall be prepared by the Human Resources Department and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated list shall be supplied by the Human Resources Department annually thereafter.

18.8 School Nurses who are to be affected by a reduction in staff should normally be notified no later than May 15 of the school year preceding the September in which the reduction will take place. It is recognized, however, that such notification of the intended reduction may be given after May 15, and that reductions may occur during a school year. In such cases, the School Nurse will receive notice of the intended layoff at least thirty (30) calendar days before the effective date of layoff.

ARTICLE XVI – LEAVES (MPLA/FMLA/MILITARY/LONG TERM)

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

- a. A leave of up to and no more than eight (8) work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.
- b. A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a newborn, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

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

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

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

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

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

Basic Leave Entitlement: FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for the following reasons:

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

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

Benefits and Protections: During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their

original or equivalent positions with the equivalent pay, benefits, and other employment terms.

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

Eligibility Requirements: Employees are eligible if they have worked for a covered employer for at least one (1) year, for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if at least fifty (50) employees are employed by the employer within seventy-five (75) miles.

Definition of Serious Health Conditions: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave: The leave year shall be based on a twelve (12) month basis with only one (1) FMLA leave allowed in a twelve (12) month period. The twelve (12) month period will be calculated forward from the commencement date of the requested FMLA leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave: The use of eligible sick time during an employees' FMLA will be at the discretion of the employee. Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

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

Employer Responsibilities: Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities.

If they are not eligible, the employer must provide a reason for the ineligibility.

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

When the reason for the Family Medical Leave overlaps with the Massachusetts Medical Leave Act, the leave will run concurrently. MMLA leave shall not be combined with FMLA leave for more than twelve (12) work weeks as established in the approved school calendar.

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

Section 3. Long Term Leave:

While it is recognized that except as specifically required by this Agreement, the Superintendent is not required to grant long term leaves of absence. An employee who has completed two (2) full years of employment may be granted a long term leave of up to one (1) year without pay. If granted, the employee shall notify the Superintendent in writing of their intent to return and the date of return by March 1st of the leave year. A person with professional status returning from leave under this Article will be placed on the next step of the schedule if the employee had been actively employed by the Westford School System for more than ninety-one (91) days in the school year during which the leave commenced. Upon return, all sick leave that was accumulated on the date the leave began shall be restored.

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

ARTICLE XVII - SICK LEAVE BANK

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

Section 2. The Sick Leave Bank shall be administrated by the WPS Human Resources Department and the Superintendent's office, and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the Committee to serve at its discretion and three (3) members designated by the Association to serve at its discretion. The Human Resources Department will be responsible for reviewing all requests and verifying sick time data. The Superintendent will review applications for approval. Applicants may appeal the Superintendent's decision to the Sick Bank Committee. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration. The Sick Leave Bank Committee shall be responsible for developing procedures for processing applications. These procedures will be designed to respect employees' reasonable

expectations of confidentiality.

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

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

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

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

Section 7. The initial grant of sick leave to an “eligible employee” shall not exceed twenty (20) days, unless a clear need for additional days has been demonstrated in which case the initial grant may be up to fifty (50) days. Upon completion of the initial grant, additional entitlement may be extended upon demonstration of need by the applicant, and these days may extend into a second school year.

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

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

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

Section 11. Eligible members of the Sick Leave Bank may also apply for benefits related to their participation in a treatment program for weight control, food disorders, stress, alcohol, and other chemical abuse, including smoking. Applications for such benefits must include a physician’s recommendation. If the application for benefits is approved, the School Department will pay the costs of the program that are not covered by the teacher’s insurance and/or the teacher’s spouse’s insurance. The number of days remaining in the Sick Leave Bank will be

reduced to reflect the payment for such treatment program. The reduction will be calculated by dividing the cost of the program to the School Department by the applicable daily rate of substitute pay. The result, rounded to the nearest whole number, will be deducted from the Bank.

ARTICLE XVIII - CAREER CHANGE LEAVE

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

Section 2. To be eligible, an employee must have six (6) or more years of seniority as defined in Article XV, at the time the written application for the leave is filed with the Committee. The application must be filed no later than March 15th preceding the date on which the leave is to begin. Self-employment is considered to be employment for purposes of this Article only if it is bona fide. The application will state the name of the potential new employer and the capacity in which the applicant is to be employed. Such employment must be on a full-time basis for the period of the leave. The employee receiving a career leave must submit an intent to return letter to the Superintendent by March 15th of the leave year.

Section 3. All leaves will be for a period of one (1) year commencing at the beginning of the school year, and an employee shall be eligible for only one (1) such leave during the term of their service in Westford.

Section 4. No more than ten percent (10%) of the bargaining unit and no more than the following number of employees from any of the areas listed in Article XV, Section 3, shall be entitled to be on leave under this Article, Article IX, or Article XVI in any school year:

Areas with 1-15 members, 1 leave

Areas with 16 or more members, 2 leaves

For purposes of these numbers, the K-5 area shall be computed by school rather than by area. The area of an employee shall be his/her primary area of assignment.

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

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

ARTICLE XIX - NON-RESIDENT TUITION

The Committee agrees to permit children of employees; non-resident in Westford, to attend Westford Schools, provided that such attendance shall not require the Committee (pursuant to its

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

ARTICLE XX - TRANSFERS

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

Section 1. Voluntary Transfers

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

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

Section 2. Involuntary Transfers

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

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

ARTICLE XXI – NURSE PROTECTION AND INDEMNIFICATION

Section 1. A School Nurse who, in good faith, renders emergency aid or transportation to a person who has become injured or incapacitated in a school building or on school grounds will not be subject to disciplinary action by the Committee for such emergency first aid or transportation.

Section 2. In the event that a School Nurse is incapacitated as a result of a bona fide injury or sickness arising out of, or in connection with, their service to the Town, for which Workers' Compensation is payable, all guidelines will be followed as established with the Town of Westford and their designated insurance carrier.

Section 3. Nurse assignments shall prioritize the greatest support to the greatest number of students; thus, nurses shall only be assigned to assist students with toileting needs only if other staff, such as 1:1 aides, are not available.

SEVERABILITY AND SAVINGS CLAUSE

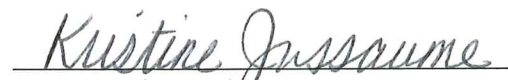
Section 1. In the event that a court or administrative body of competent jurisdiction finds any provision of this Agreement to be in conflict with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

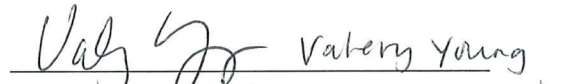
Section 2. If a law or regulation change affects an issue subject to mandatory bargaining or a provision of this Agreement, the employer and the union shall engage in bargaining as provided in M.G.L. Chapter 150E.

DURATION

This contract is effective on September 1, 2023 and shall remain in full force and effect through and including June 30, 2026 and from year to year thereafter unless either parties notifies the other part of its desire to terminate or modify this contract. Such notifications shall be made in writing by the requesting party.

In Witness Whereof, the Committee has caused this instrument to be duly executed by its authorized designees, and the Association, acting on behalf of the employees, has caused this instrument to be signed by its proper officers hereto duly authorized this 29th day of August, 2023.


WEA President


School Committee Chair

Reopener Language: Active for the Duration of this Agreement; Shall Expire on June 30, 2026

The parties agree that if the Town of Westford approves a budget or budget-related action such that additional funds may be available to the District, either party shall have the right to reopen this Agreement solely on matters pertaining to increasing wages and compensation (e.g., stipends, longevity payments, etc.) by providing written notice to the other party prior to June 30

of any contract year. Negotiations shall commence under this section within twenty (20) working days after such notice, unless the parties mutually agree to a later date. The terms and conditions of this Agreement will remain in full force and effect during such negotiations, and any agreement reached on modification of the provisions of this Agreement shall only be effective beginning the school year following any agreement reached in negotiations.

WESTFORD EDUCATION ASSOCIATION	WESTFORD SCHOOL COMMITTEE
<i>Rustine Gussame</i>	<i>July 12/8</i>
	<i>K. O'Leary</i>
	<i>W. A. Sh...</i>
	<i>Sam. Ph...</i>
	<i>Chris...</i>

ATTACHMENT A - INTERIM EMPLOYEES AND RECALL RIGHTS

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

An “interim employee” is a person who is employed to replace an employee covered by this Agreement who is on an approved leave of absence for an extended period of time and of no less than ninety-one (91) school days.

Since such interim positions are outside the scope of this Agreement, it is understood that:

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

ATTACHMENT B - SALARY SCHEDULE 2023-2026

Wages shall be increased by a Cost of Living Adjustment as follows:

Year 1 2.0% at contract start, plus 0.4% in the 14th paycheck.

Year 2 3%

Year 3 BA Column: 4.6% MA Column: 4.64% MA+30 Column: 4.6%

Westford Salary Scale FY 24			
<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+30</u>
1	\$51,292	\$56,962	\$61,536
2	\$53,573	\$59,347	\$63,987
3	\$56,102	\$61,689	\$66,443
4	\$58,671	\$64,689	\$69,544
5	\$61,153	\$67,274	\$72,049
6	\$63,933	\$70,120	\$74,962
7	\$67,210	\$73,466	\$78,174
8	\$70,169	\$76,575	\$81,610
9	\$73,251	\$79,828	\$84,628
10	\$76,283	\$83,335	\$88,165
11	\$79,259	\$87,254	\$92,356
12	\$81,690	\$90,780	\$96,577
13	\$84,373	\$93,459	\$99,353
14	\$86,280	\$95,013	\$102,464

Westford Salary Scale FY 24 (Mid Year)			
<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+30</u>
1	\$51,497	\$57,190	\$61,782
2	\$53,788	\$59,584	\$64,243
3	\$56,326	\$61,935	\$66,709
4	\$58,906	\$64,948	\$69,822
5	\$61,398	\$67,543	\$72,337
6	\$64,188	\$70,400	\$75,262
7	\$67,479	\$73,759	\$78,487
8	\$70,450	\$76,882	\$81,937
9	\$73,544	\$80,148	\$84,967
10	\$76,588	\$83,668	\$88,517
11	\$79,576	\$87,603	\$92,725
12	\$82,017	\$91,143	\$96,963
13	\$84,711	\$93,832	\$99,751
14	\$86,625	\$95,393	\$102,874

Westford Salary Scale FY 25			
<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+30</u>
1	\$53,042	\$58,905	\$63,635
2	\$55,401	\$61,372	\$66,170
3	\$58,016	\$63,793	\$68,710
4	\$60,673	\$66,897	\$71,916
5	\$63,240	\$69,569	\$74,507
6	\$66,114	\$72,512	\$77,520

7	\$69,503	\$75,972	\$80,841
8	\$72,563	\$79,188	\$84,395
9	\$75,751	\$82,552	\$87,516
10	\$78,886	\$86,178	\$91,173
11	\$81,963	\$90,231	\$95,507
12	\$84,477	\$93,877	\$99,872
13	\$87,252	\$96,647	\$102,743
14	\$89,224	\$98,255	\$105,960

Westford Salary Scale FY 26			
<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+30</u>
1	\$55,482	\$61,639	\$66,562
2	\$57,950	\$64,219	\$69,214
3	\$60,685	\$66,753	\$71,870
4	\$63,464	\$70,001	\$75,225
5	\$66,149	\$72,798	\$77,934
6	\$69,155	\$75,877	\$81,085
7	\$72,700	\$79,497	\$84,560
8	\$75,901	\$82,863	\$88,277
9	\$79,235	\$86,382	\$91,542
10	\$82,514	\$90,177	\$95,367
11	\$85,734	\$94,418	\$99,900
12	\$88,363	\$98,233	\$104,466
13	\$91,266	\$101,132	\$107,469
14	\$93,328	\$102,814	\$110,834

LONGEVITY

On or before June 30 of each year, the Committee will pay the following additional salary based on continuous years of service in Westford Public Schools. Unit members will receive their longevity payment based on the number of completed years of employment in Westford Public Schools. Per this article, one year is considered a full school year of active employment with the District. Notwithstanding the foregoing, an educator's first year in the district shall count as a "full year" if they work at least 90 days. When the years of continuous service in the District are reached by June 30 of a given year, the payment will be issued on or before June 30 of that year.

<u>YEARS OF SERVICE</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
6-9 (Nurses Only)	\$900	\$900	\$900
10-14 (Nurses Only)	\$1100	\$1100	\$1100
15 and <20	\$1200	\$1500	\$1500
20 and <25	\$1425	\$1800	\$1800
25 and <30	\$1775	\$2200	\$2200
30+	\$2000	\$3000	\$3000

Any employee retiring at the end of the school year will receive a one-time additional salary of five hundred dollars (\$500) on or before June 30th.

SUMMER PAY

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

Stipend Language Shall Remain In Effect Until the Stipend Subcommittee Recommendations are Finalized and Ratified prior to the end of FY24, pursuant to the MOA Dated August 29 2023.

CATEGORIES OF STIPENDS

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

- Co-Curricular
- Coaching
- Administrative
- General

COCURRICULAR STIPEND PROCESS

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

Co-Curricular Club/Advisor Approval Process

A written proposal will be submitted to the building principal by October 15th of that school year. The proposal form is in **(Attachment D)** of this Agreement. Principals or the Stipend Supervisor may also submit a request to the stipend committee to review a club/advisor stipend for the following year based on student attendance levels. See **(Attachment F)**

Pilot programs may be paid (Tier 1 level) at the end of the pilot year with the recommendation of the building principal or Stipend Supervisor based on student attendance and number of meetings.

Establishment of Co-Curricular Tiers and Compensation

The stipend compensation level and the number of advisors for the co-curricular activities will be determined by the Stipend Committee and will be based on a weighted point value which considers the number of contact hours beyond the school day and number of students. Any request for a change of the tier or the number of advisors will require a staff member to collect the data outlined in the "Proposal" form **(Attachment D)**. This data will be submitted to the Stipend Committee for reconsideration. Tiers will be established via a weighted point system outlined below. The number of students participating will be confirmed by attendance sheets submitted to the building principal and/or stipend supervisor after each meeting. **(Attachment F)**.

Tiers will be based on the formula below: (Hour points) + (Student points) = Tier points

Hours Beyond Prep & Contact Time	Hour Points
10 – 12 Hours	1
13 – 24 Hours	2
Over 25 Hours	3

# of Students	Student Points
3 – 10	1
11 – 23	2
Over 30	3

Tier	Total Point Range
1	2 total tier points
2	3 to 4 total tier points
3	5 to 6 total tier points

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

Stipend Committee

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

ATHLETIC STIPEND PROCESS

Athletic Coaching stipends are paid to individuals who provide interscholastic coaching to student athletes. Process for Establishing a New Sport

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

- Varsity
- Junior Varsity & Freshmen
- Middle School

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

Establishment of Coaching Groups and Compensation

Coaching positions are categorized into three groups depending upon the number of participants and the length of the season. Coaching stipends are established via the collective bargaining process.

GENERAL STIPEND PROCESS

General Stipends

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

Establishment of General Stipend

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

**ATTACHMENT C
SCHEDULE OF MISC. STIPENDS**

<u>Activity</u>	<u>Stipend FY18</u>	<u>Stipend FY19</u>	<u>Stipend FY20</u>	<u>Notes</u>
Team Leader: Middle School	\$2,192	\$2,192	\$2,192	
Team Leader: Elem. School	\$2,192	\$2,192	\$2,192	
Summer School Facilitator	\$3,836	\$3,836	\$3,836	
Teacher Mentor: First Year Teacher	\$552	\$552	\$552	
Mentor Site Facilitator	\$661	\$661	\$661	
Guidance Counselors *				
New Teacher Orientation **	\$100	\$100	\$100	\$100 per day
Principal Designee	\$1200	\$1200	\$1200	

* Regular high school guidance counselors are required to work one hundred eighty-eight (188) days and middle school guidance counselors are required to work one hundred eighty-seven (187) days. Regular guidance counselors are paid at a per diem rate for days beyond one hundred eighty-four (184) days. With pre-approval from the building principal, middle school counselors may work one additional day at their per diem rate if they deem it necessary for completion of their regular duties.

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

The above stipends will be paid in any year in which the position is filled. Recognizing the need to create a formal process for the adoption of new clubs and student activities, the Committee and Association will create a stipend committee to establish a uniform system for adding stipends to the

ATTACHMENT C
SCHEDULE for SPORTS STIPENDS
WESTFORD ACADEMY and MIDDLE SCHOOLS

<u>Group</u>	<u>Fall Sport</u>	<u>Position</u>	<u>Recommended Number of Staff</u>	<u>Stipend FY18</u>	<u>Stipend FY19</u>	<u>Stipend FY20</u>
1	Football	Head Coach	1	\$8,701	\$8,701	\$8,701
		Asst / JV	3	\$5,369	\$5,369	\$5,369
		Freshman	2	\$4,819	\$4,819	\$4,819
2	Soccer, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Soccer, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Field Hockey	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Cross Country, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
	Cross Country, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		Middle School	2	\$2,631	\$2,631	\$2,631
2	Volleyball, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
3	Golf	Head Coach	1	\$5,221	\$5,221	\$5,221
3	Cheerleading - Fall	Head Coach	1	\$5,221	\$5,221	\$5,221
		Asst	1	\$2,951	\$2,951	\$2,951
2	Crew/Rowing, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
2	Crew/Rowing, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
2	Basketball, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Basketball, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Ice Hockey, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Asst	1	\$3,473	\$3,473	\$3,473
2	Ice Hockey, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Asst	1	\$3,473	\$3,473	\$3,473

ATACHMENT C
SCHEDULE for SPORTS STIPENDS
WESTFORD ACADEMY and MIDDLE SCHOOLS (Con't)

Group	Fall Sport	Position	Recommended Number of Staff	Stipend FY18	Stipend FY19	Stipend FY20
2	Wrestling	Head Coach	1	\$6,161	\$6,161	\$6,161
		Asst	1	\$4,023	\$4,023	\$4,023
2	Gymnastics	Head Coach	1	\$6,161	\$6,161	\$6,161
		Asst	1	\$3,473	\$3,473	\$3,473
2	Indoor Track, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
2	Indoor Track, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
2	Swimming, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
2	Swimming, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
3	Alpine Ski	Head Coach	1	\$5,221	\$5,221	\$5,221
3	Nordic Ski	Head Coach	1	\$5,221	\$5,221	\$5,221
		Asst	1	\$3,473	\$3,473	\$3,473
3	Cheerleading - Winter	Head Coach	1	\$5,221	\$5,221	\$5,221
		Asst	1	\$2,951	\$2,951	\$2,951
2	Baseball	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Softball	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Tennis, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
		Asst	1	\$4,023	\$4,023	\$4,023
2	Tennis, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		Asst	1	\$4,023	\$4,023	\$4,023
2	Track, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
		Asst	2	\$4,023	\$4,023	\$4,023
		Middle School	2	\$2,631	\$2,631	\$2,631
2	Track, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		Asst	2	\$4,023	\$4,023	\$4,023
		Middle School	2	\$2,631	\$2,631	\$2,631
2	Volleyball, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
		Middle School	1	\$2,631	\$2,631	\$2,631
2	Lacrosse, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$6,161
		Freshman	1	\$3,473	\$3,473	\$3,473
2	Lacrosse, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		JV	1	\$4,023	\$4,023	\$4,023
		Freshman	1	\$3,473	\$3,473	\$3,473
2	Crew/Rowing, Boys	Head Coach	1	\$6,161	\$6,161	\$6,161
2	Crew/Rowing, Girls	Head Coach	1	\$6,161	\$6,161	\$6,161
		MSAthletic Coordinator				

ATTACHMENT C
SCHEDULE FOR ADVISOR / COORDINATOR STIPENDS
WESTFORD ACADEMY

<u>Group</u>	<u>Activity</u>	<u>Recommended Number of Staff</u>	<u>Stipend FY18</u>	<u>Stipend FY19</u>	<u>Stipend FY20</u>
5	Class Advisor Freshman	2	\$1,892	\$1,892	\$1,892
5	Class Advisor Sophomore	2	\$1,892	\$1,892	\$1,892
5	Class Advisor Junior	2	\$2,011	\$2,011	\$2,011
5	Class Advisor Senior	2	\$2,364	\$2,364	\$2,364
3	ADC Director	1	\$949	\$949	\$949
	Auditorium Manager	1	\$6,000	\$6,000	\$6,000
7	Band-Summer	1	\$1,774	\$1,774	\$1,774
4	Broadcast/Communications WABC	1	\$1,253	\$1,253	\$1,253
4	Choreographer	1	\$1,253	\$1,253	\$1,253
4	Community Service	1	\$1,253	\$1,253	\$1,253
	Holiday Bazaar Coordinator	1	\$949	\$949	\$949
5	International Coordinator	1	\$2,364	\$2,364	\$2,364
4	Musical Assistant	1	\$1,253	\$1,253	\$1,253
4	NHS	1	\$1,253	\$1,253	\$1,253
3	NHS Assistant to Academic Support	1	\$949	\$949	\$949
1	Open Gym	1	\$393	\$393	\$393
4	Peer Counseling	1	\$1,892	\$1,892	\$1,892
3	Red Cross	1	\$949	\$949	\$949
5	School Store	1	\$1,892	\$1,892	\$1,892
6	Student Council	1	\$2,508	\$2,508	\$2,508
4	Technical Assistant	1	\$1,253	\$1,253	\$1,253
7	Theater Arts Director	3/year	\$2,364	\$2,364	\$2,364
4	WA Pride	1	\$1,253	\$1,253	\$1,253
6	Yearbook Advisor	1	\$2,755	\$2,755	\$2,755

ATTACHMENT C
SCHEDULE FOR CLUBS / ORGANIZATIONS
WESTFORD ACADEMY

<u>Group</u>	<u>Activity</u>	<u>Recommended Number of Staff</u>	<u>Stipend FY18</u>	<u>Stipend FY19</u>	<u>Stipend FY20</u>
2	Animal Rights	1	\$710	\$710	\$710
	Anime Club	1	\$393	\$393	\$393
2	Apollo Science/Technology	1	\$710	\$710	\$710
3	Art Club	2	\$949	\$949	\$949
	Astronomy	1	\$710	\$710	\$710
	Baking Club	1	\$414	\$414	\$414
7	Band Concert	1	\$2,364	\$2,364	\$2,364
7	Band Jazz	1	\$2,364	\$2,364	\$2,364
2	Book Club	1	\$393	\$393	\$393
2	Chess Club	1	\$710	\$710	\$710
7	Chorus	1	\$2,364	\$2,364	\$2,364
6	Cirrus Instructors	4	\$2,364	\$2,364	\$2,364
7	Colorguard	1	\$2,364	\$2,364	\$2,364
4	Dance Club	1	\$1,253	\$1,253	\$1,253
5	DECA	3	\$1,892	\$1,892	\$1,892
2	Destination Imagination	1	\$393	\$393	\$393
	English Literacy	1	\$949	\$949	\$949
	Entrepreneur Club	1	\$949	\$949	\$949
2	Environmental Club	1	\$710	\$710	\$710
	Fencing	1	\$710	\$710	\$710
2	Film Club	1	\$949	\$949	\$949
4	French Club	1	\$1,253	\$1,253	\$1,253
2	Future Educators	1	\$710	\$710	\$710
	Game Club	1	\$949	\$949	\$949
4	German Club	1	\$1,253	\$1,253	\$1,253
2	G.S.A	1	\$710	\$710	\$710
5	Ghostwriter Newspaper	1	\$1,892	\$1,892	\$1,892
2	Ghostwriter Newspaper Assistant	1	\$949	\$949	\$949
3	Harvard Model Congress	1	\$949	\$949	\$949
	High School Quiz Show	1	\$710	\$710	\$710
	History Club	1	\$414	\$414	\$414
	Hope/Relay for Life	1	\$710	\$710	\$710
	HOSA (Health Occp Student of Amer)	1	\$949	\$949	\$949
2	Human Rights	1	\$710	\$710	\$710
4	International Club	1	\$1,253	\$1,253	\$1,253
	Junior State of America	1	\$949	\$949	\$949
	Knitting Club	1	\$414	\$414	\$414
	K-pop Drama	1	\$710	\$710	\$710
4	Latin Club	1	\$1,253	\$1,253	\$1,253
2	Literacy Magazine	1	\$949	\$949	\$949
	Mandarin Club	1	\$393	\$393	\$393
7	Marching Band Director	1	\$5,510	\$5,510	\$5,510
4	Marching Band Assistant Director	3	\$2,364	\$2,364	\$2,364
2	Math Team	1	\$1,253	\$1,253	\$1,253
	Mobile App Development	1	\$393	\$393	\$393
2	Mock Trial	2	\$1,253	\$1,253	\$1,253
2	Model U.N.	1	\$949	\$949	\$949
2	Museum Club	1	\$710	\$710	\$710
	NOW (Nat'l Org for Women)	1	\$949	\$949	\$949
4	Outing Club	1	\$1,253	\$1,253	\$1,253
	Pep Band Director	1	\$ 949	\$ 949	\$ 949

ATTACHMENT C
SCHEDULE for CLUBS / ORGANIZATIONS
WESTFORD ACADEMY (Con't)

<u>Group</u>	<u>Activity</u>	<u>Recommended Number of Staff</u>	<u>Stipend FY18</u>	<u>Stipend FY19</u>	<u>Stipend FY20</u>
2	Photography	1	\$710	\$710	\$710
	Ping Pong Club	1	\$949	\$949	\$949
2	Political Forum	1	\$710	\$710	\$710
	Project Purple	1	\$949	\$949	\$949
4	CSL Programming Club	1	\$1,253	\$1,253	\$1,253
2	Raise Your Voice	1	\$710	\$710	\$710
	Robotics Club	1	\$ 949	\$ 949	\$ 949
2	S.A.D.D.	2	\$710	\$710	\$710
4	Science Team	1	\$1,253	\$1,253	\$1,253
	Scrapbooking Club	1	\$393	\$393	\$393
2	Ski Club	1	\$1,253	\$1,253	\$1,253
	Smash Club (Super Mario Bros)	1	\$949	\$949	\$949
4	Spanish Club	1	\$1,253	\$1,253	\$1,253
4	Speech & Debate Team	1	\$1,253	\$1,253	\$1,253
2	Speech & Debate Team Assistant	1	\$710	\$710	\$710
2	Symphony / Winds	1	\$2364	\$2364	\$2364
2	Three on Three Basketball	1	\$710	\$710	\$710
	Troubadours	1	\$2,364	\$2,364	\$2,364
	UNICEF	1	\$710	\$710	\$710
2	Unicycle Club	1	\$710	\$710	\$710
2	WA Friends	1	\$1,253	\$1,253	\$1,253
2	W.A.V.E	1	\$710	\$710	\$710
1	W.O.R.D	1	\$393	\$393	\$393
	3-D Design	1	\$949	\$949	\$949

ATTACHMENT C
SCHEDULE FOR ADVISOR/COORDINATOR STIPENDS
MIDDLE SCHOOLS

<u>Group</u>	<u>Activity</u>	<u>Recommended Number of Staff</u>	<u>Stipend FY18</u>	<u>Stipend FY19</u>	<u>Stipend FY20</u>
2	6 th Grade Band	1	\$710	\$710	\$710
2	6 th Grade Orchestra	1	\$710	\$710	\$710
2	6 th Grade Chorus	1	\$710	\$710	\$710
7	Band Concert	1	\$1,253	\$1,253	\$1,253
7	Chorus	1	\$1,253	\$1,253	\$1,253
7	Symphony/Chamber Orchestra	1	\$1,253	\$1,253	\$1,253

**ATTACHMENT C
SCHEDULE FOR CLUBS/ORGANIZATIONS
MIDDLE SCHOOLS**

<u>Group</u>	<u>Activity</u>	<u>Recommended Number of Staff</u>	<u>Stipend FY18</u>	<u>Stipend FY19</u>	<u>Stipend FY20</u>
	AMC/Math Counts	1	\$1,017	\$1,017	\$1,017
	Anime Club	1	\$414	\$414	\$414
7	Band Jazz	1	\$1,253	\$1,253	\$1,253
2	Book Club	1	\$710	\$710	\$710
2	Chess Club	1	\$710	\$710	\$710
3	Computer	2	\$1,017	\$1,017	\$1,017
2	Crafts	2	\$710	\$710	\$710
	Cubing Club	1	\$710	\$710	\$710
2	Dance / Dance	1	\$710	\$710	\$710
	Destination Imagination	1	\$710	\$710	\$710
2	Drama Club	1	\$710	\$710	\$710
1	Environment	2	\$414	\$414	\$414
2	Fantasy Came Club	1	\$710	\$710	\$710
	Finding X	1	\$710	\$710	\$710
	Fitness Club	1	\$710	\$710	\$710
2	French / Italian Club	1	\$710	\$710	\$710
1	Geography Bee	1	\$414	\$414	\$414
2	German Club	1	\$710	\$710	\$710
	Girls on the Run	1	\$949	\$949	\$949
1	Hiking Club	2	\$414	\$414	\$414
	History Club	1	\$949	\$949	\$949
	Latin Club	1	\$710	\$710	\$710
	Literacy Magazine	1	\$710	\$710	\$710
3	Math Team	3	\$1,017	\$1,017	\$1,017
	6 th Grade Math Club	1	\$710	\$710	\$710
4	Mock Trial	2	\$1,253	\$1,253	\$1,253
2	Multicultural Club	1	\$710	\$710	\$710
3	Newspaper	2	\$1,017	\$1,017	\$1,017
1	Peer Mediators	2	\$414	\$414	\$414
2	Quilting Bee	1	\$710	\$710	\$710
	Roller Hockey	1	\$949	\$949	\$949
1	Science Club	1	\$414	\$414	\$414
	Service Learning Club	1	\$710	\$710	\$710
1	Sign Language	1	\$414	\$414	\$414
2	Ski Club Assistant	2	\$710	\$710	\$710
3	Ski Club Coordinator	1	\$1,017	\$1,017	\$1,017
2	Spanish Club	1	\$710	\$710	\$710
2	Speech & Debate	1	\$710	\$710	\$710
4	Student Council	2	\$1,253	\$1,253	\$1,253
	Theater Arts	3	\$1,253	\$1,253	\$1,253
1	West Street Serenaders	1	\$414	\$414	\$414
2	Woodworking	1	\$710	\$710	\$710
	Writers Club	1	\$710	\$710	\$710
4	Yearbook	2	\$1,253	\$1,253	\$1,253
2	Yearbook Assistant	2	\$710	\$710	\$710
	Yoga	1	\$414	\$414	\$414
9	*Intramurals not to exceed \$3,630/Staff/Year		\$35/hour	\$35/hour	\$35/hour

ATTACHMENT C
SCHEDULE FOR CLUBS/ORGANIZATIONS STIPENDS
ELEMENTARY LEVEL

<u>Group</u>	<u>Activity</u>	<u>Recommended Number of Staff</u>	<u>Stipend FY18</u>	<u>Stipend FY19</u>	<u>Stipend FY20</u>
	5 th Grade Band	1	\$710	\$710	\$710
2	5 th Grade Chorus	2	\$710	\$710	\$710
	5 th Grade Camp	1	\$3,000	\$3,000	\$3,000
3	5 th Grade Musical Director	1	\$1,017	\$1,017	\$1,017
3	5 th Grade Play Director	1	\$1,017	\$1,017	\$1,017
	5 th Grade Strings	1	\$710	\$710	\$710
2	Book Club	2	\$710	\$710	\$710
	Environment Club	1	\$710	\$710	\$710
	Grade 1 Math Club	1	\$710	\$710	\$710
	Grade 2 Math Club	1	\$710	\$710	\$710
2	Nature's Classroom	1	\$414	\$414	\$414
2	Ski Club	2	\$710	\$710	\$710
	Stem Fair Club	7 *Districtwide	\$414	\$414	\$414
2	Upper Elem Newspaper	1	\$710	\$710	\$710

ATTACHMENT D
PROPOSAL FOR NEW COCURRICULAR CLUB/ADVISOR STIPENDS

PILOT YEAR _____

DATE _____

NAME _____

SCHOOL _____

PROPOSED CLUB/Advisor _____

BRIEF DESCRIPTION _____

DATA	PROPOSED Projected # for Pilot Year	ACTUAL Upon completion of Year 1
Number of hours needed for preparation outside of school day (each session)		
Number of students expected to participate		
Location (in or out of school)		
Start and end dates		
Number of meetings outside of school day		
Cost of supplies		

YEAR 2 OF APPROVAL PROCESS or request to review

Principal Input:

Building Principal Signature _____

STIPEND COMMITTEE ACTION

Date _____

Number of Advisors _____

Stipend Tier _____

Stipend Amount _____

*Submit to the building principal. Building Principal will then send to Human Resources.
 Stipend Committee returns to Building Principal.*

ATTACHMENT E: CO-CURRICULAR / ADVISOR PLANNING FORM

Today's Date: _____ Co-Curricular Activity: _____

Advisor(s): _____ Room Requested: _____

Schedule of Meetings:

(Please provide specific dates and include trips, conferences, etc. No meetings on early release days.)

Other Facilities/Equipment Needs:

Submit to the building principal before 1st meeting

ATTACHMENT F - CO-CURRICULAR ATTENDANCE FORM

Please complete one attendance chart after each meeting and submit to the building Principal or Stipend Supervisor. Include the total meeting time and the number of students who participated at each meeting in the spaces below.

Meeting Date: _____ **Total Mtg. Time:** _____ **Total # of students:** _____

#	Student Name
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

****Submit to building principal/or stipend supervisor after each meeting.***

WESTFORD PUBLIC SCHOOLS



EDUCATOR EVALUATION PROCESS

Westford Public Schools
Educator Evaluation Process

An Adaptation to the MA Model System for Educator Evaluation Suggested Contract Language

Changes Were Made by the Educator Evaluation Review Committee (Art. XIII Section 1 of former CBA):

1) Purpose of Educator Evaluation

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

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

- A) *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) Classroom Teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

- D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) *Common Assessments: Identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post tests, unit and course assessments, performance assessments, and capstone projects.
- F) *Educator(s): Inclusive term that applies to all teachers covered by this article, 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 and/or overall performance rating. There shall be four types of Educator Plans:
- i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) *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 person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation.

Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

- i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- 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) *Expected Impact: the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments.
- M) *Experienced Educator: An educator with Professional Teacher Status (PTS).
- N) *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
- O) *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans and performance on the Standards and Indicators of Effective Teaching Practice. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- P) *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 and performance on Standards and Indicators of Effective Teaching Practice.
- Q) *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- R) *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) *Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments where available, and student ACCESS for ELLs gain scores.
- T) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) Parties: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- 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 Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation

includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

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

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

3) **Evidence Used In Evaluation**

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

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

- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks, or other relevant frameworks that are comparable within grades or subjects in a school;
- ii) Common assessments of student learning, growth, and achievement 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, district-developed pre and post unit and course assessments, and capstone projects.
- iii) One such measure may be the MCAS Student Growth Percentile (SGP) or ACCESS for ELLs gain scores, if applicable.
- iv) 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.
- v) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

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

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

iii) Examination of Educator work products.

iv) Examination of student work samples.

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

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

- Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

- Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student; and

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

4) **Rubric**

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

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the evaluation process contained in this article, districts shall arrange training for all new Educators, principals, and other evaluators that outlines the components of the 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 DESE.

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

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educators in year 2 of employment or year 2 or a substantially new role completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 15th or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - o An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - o An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - o 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 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.
- 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 1st or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS who have received ratings of needs improvement or unsatisfactory in order to develop professional practice goal(s) that address the specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

8) Evaluation Cycle: Observation of Practice and Examination of Artifacts – NPS Educators

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

10) Observations

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email or other electronic methods, placed in the Educator's mailbox or mailed to the Educator's home.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - o 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.
 - o Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and

any other information that will assist the Evaluator to assess performance.

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practicable.

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:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

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

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

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

performance on each performance standard and overall.

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

13) Evaluation Cycle: Summative Evaluation

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

place educators on either a one or two-year plan. If the Evaluator selects a one-year plan, the Evaluator's supervisor shall discuss and review the evaluation with the Evaluator and the supervisor shall confirm or revise the duration of the Educator's plan. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the plan duration shall not be subject to review.

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

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

14) 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) Clear expectations for educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as evidence of educator performance.
- D) It is the Educator's responsibility to attain the goals in the Plan and to participate in any training and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

15) 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.
- C) Educators who in their third year of a Developing Educator Plan (i.e., NPS3) and received a proficient and/or exemplary ratings on all four standards and on the overall rating on all prior year's summative evaluations may, upon approval of the Evaluator after a positive Formative Assessment in year three (3), have a streamlined evaluation process for the second part of their third year, after a successful Formative Assessment, as described below:

- It is assumed by the Educator and Evaluator that the Educator's ratings will remain the same on the Summative Evaluation as it was on last year's summative evaluation.
- The Educator does not have to provide additional evidence toward the standards in the spring.
- The Educator does have to provide additional evidence toward their goals by the deadline indicated in the timeline.
- If an Educator meets the aforementioned criteria with their ratings from their prior Formative Evaluation but the Evaluator believes there is a chance that one or some ratings may change to a lower rating, the Evaluator must inform the Educator with adequate time so that the Educator can resume the normal evaluation process and provide evidence toward all standards, in addition to their goals by the deadline indicated on the timeline.

16) Educator Plans: Self-Directed Growth Plan

- A) A Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - i) The evaluator shall apply professional judgment to the evidence to place the educator on a one- or two-year Self-directed Growth Plan.
 - ii) Educators who are on year two (2) of a two-year plan *and* received a proficient and/or exemplary on all four standards and on the overall rating in the spring of year one (1) of that cycle, may have a streamlined evaluation process for that particular year, as described below:
- B) In year two (2) of a two-year plan, it is assumed by the Educator and Evaluator that the ratings will remain the same on the Summative Evaluation as they were on last spring's Formative Evaluation.
- C) The Educator does not have to provide additional evidence toward the standards.
- D) The Educator does have to provide additional evidence toward their goals by the deadline indicated in the timeline.
- E) If an Educator meets the aforementioned criteria with their ratings from their prior formative evaluation but the Evaluator believes there is a chance that one or some ratings may change to a lower rating, the Evaluator must inform the Educator by January 1 of their year two (2) of the cycle. Once that communication has taken place, the Educator resumes the normal evaluation process and must provide evidence toward all standards, in addition to their goals by the deadline indicated on the timeline.

17) 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.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

18) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the

Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
- iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

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

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

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

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

- 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.
- 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.

19) Educator Evaluation Timelines

Non-Professional Status (NPS) & Professional Status Educators on One-Year Plans

Activity	Completed On or Before:
1. System-wide and school-based initiatives distributed to educators: - <u>Strategic District Improvement Plan</u> (priority system-wide initiatives), - curriculum areas of focus, - school improvement plan, - <u>District Curriculum Accommodation Plan</u> (DCAP), and/or - <u>DESE rubrics</u>	End of 1 st week of school
2. List of evaluator/educator with primary evaluator and other observers (including supervising evaluator)	End of 1 st week of school
3. Evaluative observations based on rubric may begin during 2 nd full week of school	n/a
4. Evaluator meets with educators to assist in self-assessment and goal setting process, if requested.	10/1
5. Educator submits self-assessment, proposed goals, and Educator Plan to evaluator	10/15
6. Evaluator meets with educator in teams or individually to review Educator Plan, if needed. Educator Plan may be established at Summative Evaluation Report meeting in prior year. • within 5 days, the educator may submit a written response • within 5 days from the receipt of educator's response, the evaluator approves the Educator Plan	10/30
7. Evaluator should complete first evaluative observation of each educator in new cycle with written feedback to educator within 5 days of observation	11/15
8. Educator submits evidence on standards and/or progress toward goals *or 4 weeks prior to Formative Assessment Report date established by evaluator	1/7*
9. Evaluator should complete mid-cycle Formative Assessment Report	1/30
10. Evaluator holds Formative Assessment Meeting if requested by either evaluator or educator	2/13
11. Evaluator observes at least one full lesson with a written follow-up and conversation with educator in their first year of employment	5/1
12. Educator submits additional evidence on standards and progress toward goals *or 4 weeks prior to Formative Evaluation Report date established by evaluator	4/16*
13. Evaluator submits Summative Evaluation Report and meets with educators whose overall ratings are NI or U *within 5 days the educator submits the signed Evaluation Report and may also submit a written response	5/14*
14. Evaluator submits Summative Evaluation Report to educators whose overall ratings are P or E. A meeting may occur at the request of the evaluator or educator *within 5 days the educator submits the signed Evaluation Report and may also submit a written response	5/29*

Notes:

- The timeline for Educators on Plans of less than one year will be established in the Educator Plan
- The reference to days means school days
- If completion dates fall on a non-school day, prior check in with evaluator/evaluate is suggested

Timelines (cont.)

Professional Status (PS) Educators on Two-Year Plans

Activity	Completed On or Before:
1. System-wide and school-based initiatives distributed to educators: - Strategic District Improvement Plan (priority system-wide initiatives), - curriculum areas of focus, - school improvement plan, - District Curriculum Accommodation Plan (DCAP), and/or - DESE rubrics	End of 1 st week of school
2. List of evaluator/educator with primary evaluator and other observers (including supervising evaluator)	End of 1 st week of school
3. Evaluative observations based on rubric may begin during 2 nd full week of school	n/a
4. Evaluator meets with educators in Year 1 of their cycle to assist in self-assessment and goal setting process if necessary	10/1
5. Educator in Year 1 of evaluation cycle submits self-assessment, proposed goals, and Educator Plan to evaluator. If necessary, educator in Year 2 of cycle reviews self-assessment, proposed goals, and Educator Plan with evaluator.	10/15
6. Evaluator meets with educator in teams or individually to review Educator Plan, if needed. Educator Plan may be established at Summative Evaluation Report meeting in prior year. • within 5 days, the educator may submit a written response • within 5 days from the receipt of educator's response, the evaluator approves the Educator Plan	10/30
7. Evaluator should complete first evaluative observation of each educator in Year 1 with written feedback to educator within 5 days of observation	11/15
8. Evaluator communicates to individuals on Year 2 and eligible for a "lighter year" if it is foreseeable that a rating or ratings may change to a NI or U status	1/1
9. Educator submits evidence on standards and/or progress toward goals (not necessary in Year 2 if ratings on formative assessment ratings were P or E and there is no indication of a change in ratings for Year 2 evaluation) *or 4 weeks prior to Year 1 Formative or Year 2 Summative Evaluation Report date established by evaluator	4/16*
10. Evaluator submits Year 2 Summative Evaluation Report and Meets with educators whose overall rating is NI or U *within 5 days the educator submits the signed evaluation document and may also submit a response	5/14*

Activity	Completed On or Before:
11. Evaluator submits Year 1 Formative Evaluation Report and meets with educators whose overall rating is NI or U *within 5 days the educator submits the signed Evaluation Report and may also submit a written response	5/29*
12. Evaluator submits Year 2 Summative Evaluation Report to educators whose ratings are P or E. A meeting may occur at the request of the evaluator or educator. *within 5 days the educator submits the signed Evaluation Report and may also submit a written response	5/29*

Notes:

- The timeline for Educators on Plans of less than one year will be established in the Educator Plan
- The reference to days means school days
- If completion dates fall on a non-school day, prior check in with evaluator/evaluate is suggested
- A retiree who submits formal notice prior to Sept. 30 of final year will be exempt from the evaluation process for that last year of service

20) Career Advancement

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

21) **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 ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or nonrenewal of an Educator, then no financial remedy or reinstatement shall be issued if there was substantial compliance.