DOVER/SHERBORN PUBLIC SCHOOLS

DOVER AND SHERBORN, MASSACHUSETTS

EDUCATORS' AGREEMENT

BETWEEN

DOVER SCHOOL COMMITTEE

SHERBORN SCHOOL COMMITTEE

DOVER-SHERBORN REGIONAL SCHOOL COMMITTEE

AND THE

DOVER-SHERBORN EDUCATION ASSOCIATION

September 1, 2026 - August 31, 2029

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Preamble

Recognizing that our prime purpose is to provide education of the highest possible quality for the students of the Dover and Sherborn Public Schools, and that good morale within the teaching and educational staffs of Dover and Sherborn is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

A. Under the laws of Massachusetts, the School Committees (hereinafter referred to as the "Committee"), elected by the citizens of Dover and Sherborn, has final responsibility for establishing the educational policies of the public schools of Dover and Sherborn;

B. The Superintendent of Schools of Dover and Sherborn (hereinafter referred to as the "Superintendent") has responsibility for carrying out the policies so established;

C. Educators of the public schools of Dover and Sherborn have responsibility for providing education of the highest possible quality and in conjunction with that responsibility to make recommendations and provide consultation on educational policies;

D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, and the Dover-Sherborn Education Association (hereinafter referred to as the "Association") in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staffs; and so,

E. Inappropriate forms of communication, including but not limited to bullying, demeaning, sarcastic or unprofessional comments with/to a staff member will not be tolerated. In addition, no administrator shall demean, bully, reprimand or otherwise speak about a personal or professional matter regarding a staff member to another staff member or in the presence of another staff member or in any public forum. Any grievance filed under this section shall be finally decided by the Committee at the conclusion of Step 4 of the Grievance Procedure and shall not be subject to arbitration.

F. To give effect to these declarations, the following principles and procedures are hereby adopted:

Collective Bargaining

Article 1 - Recognition

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees in Dover, Sherborn and the Dover-Sherborn Regional School System as defined below:

A. The following positions are recognized within the Association and are hereto collectively referred to as Educators unless otherwise specifically identified:

1. all PreK-12 Educators
2. all Department Heads
3. all Special Educators, i.e., Reading, Speech-Language, Guidance, and any other special teaching position that shall develop within the school systems
4. all Certified Librarians
5. all Certified School Nurses
6. Occupational/Physical Therapists applies to those employed by Dover, Sherborn and/or the Dover-Sherborn Regional School system. Those working as independent contractors are excluded.
7. Special Education Out-of-District coordinator subject to review of change in current setting
8. all positions listed under Appendix C

B. Excluded from recognition: All Administrative Personnel, including the Information Technology Director, the METCO Director, the Guidance Director, Administrator of Special Education, the Athletic Director, and the Community Education Director.

Article 2 – Scope of Agreement

This Agreement is a complete agreement between the parties hereto. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of. The Committee shall be under no obligation to discuss with the Association any modifications or additions to the matters dealt with in this Agreement during the term thereof. No change or modification shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives of both parties.

Article 3 - Terms of Agreement – Renegotiation of Agreement

A. This Agreement is made and entered into this 15th day of September, 1981, in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts by and between the Dover School Committee, the Sherborn School Committee and the Dover-Sherborn Regional School Committee (hereinafter jointly referred to as the "Committee and or Superintendent") and the Dover-Sherborn Education Association (hereinafter referred to as the "Association"). A Memorandum of Agreement signed on June 21, 1984, continues this Agreement with modifications through August 31, 1987. A Memorandum of Agreement signed on November 17, 1987, continues this Agreement with modifications through August 31, 1990. A Memorandum of Agreement signed on October 19, 1990, continues this Agreement with modifications through August 31, 1993. A Memorandum of Agreement signed on January 10, 1994, continues this Agreement with modifications through August 31, 1996. A

Memorandum of Agreement signed on January 28, 1997, continues this Agreement with modifications through August 31, 1999. A Memorandum of Agreement signed on March 11, 1999, continues this Agreement with modifications through August 31, 2002. A Memorandum of Agreement signed on April 22, 2002, continues this Agreement with modifications through August 31, 2005. A Memorandum of Agreement signed on March 25, 2008, continues this Agreement with modifications through August 31, 2014.

B. This Agreement shall become effective on September 1, 2014, and shall continue in effect until August 31, 2017. A Memorandum of Agreement signed on May 24, 2017 amends that agreement through August 31, 2020. A Memorandum of Agreement signed on March 24, 2020 amends that agreement through August 31, 2023. A Memorandum of Agreement signed on May 3, 2023 amends that agreement through August 31, 2026. A Memorandum of Agreement signed on April 14, 2026 amends the agreement through August 31, 2029.

C. In the event that either party wishes to change or terminate this Agreement, it shall give the other party notice in writing of such desire on or before September 15, 2028. Otherwise, this Agreement shall remain in full force and effect without change. In the event that notice is given as required in this Article and agreement is not reached by September 1, 2029 to which such notice was directed, then the existing Agreement will remain in full force and effect during negotiations until either party gives written notice of termination to the other party by registered mail.

D. It is the intent of both parties to negotiate the provisions of this Agreement for a collective bargaining agreement to become effective September 1 of the year the current contract expires.

Article 4 – Authority of Committee

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Towns of Dover and Sherborn in the Committee for the quality of education in, and the efficient and economical operation of, the Dover/Sherborn School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has and may exercise the same at its discretion without any such exercise being made the subject of a grievance.

Article 5 – General

A. There will not be reprisals of any kind taken against any educator by reason of their membership or non-membership in the Association or participation in its activities.

B. If meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

C. Copies of the Agreement will be sent through the Email system to each educator during the first week of School in September, and the educator will verify receipt of the document. Two signed hard copies of the Agreement will be retained, one by the Superintendent, one by the DSEA.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Legal

Article 6 – Grievance Procedure

A. Any complaint of an alleged violation of this Agreement or any dispute over its meaning, application, or interpretation shall constitute a grievance to be handled in accordance with the procedure set forth below:

1. Before beginning the grievance procedure with level I, the educator shall discuss the problem with the appropriate administrator most directly involved, in a good faith attempt to resolve the problem. If a grievance affects a group or class of educators who do not have a common supervisor, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall commence from that point per #3 of the Grievance Procedure.

2. If the problem is not settled by the preliminary procedure, the educator may file the grievance in writing with the same appropriate individual within thirty (30) days of the occurrence of the event upon which the grievance is based. The supervisor shall meet with the aggrieving educator and, if such educator so desires, a representative of the Association within five (5) school days of the filing. The supervisor will answer the grievance in writing within five (5) school days after such meeting, and a copy of the answer will be sent to the President(s) of the Association. Should the Supervisor fail to answer the grievance within five (5) school days, the grievant and/or the Association may file the grievance in writing with the Superintendent within five school (5) days thereafter. Under such circumstance, the grievance shall proceed pursuant to Paragraph 4 below. The disposition of the grievance shall not be inconsistent with the terms of the contract.

3. If the written answer does not satisfactorily dispose of the grievance, the grievant and/or the Association on their behalf, shall file it with the Superintendent in writing within five (5) school days of receipt of the Supervisor's answer.

4. The Superintendent shall, within ten (10) school days thereafter, meet with the grievant and/or the Association and attempt to settle the grievance.

5. The Superintendent shall make a written disposition of the grievance to the grievant and the Grievance committee of the Association within five (5) school days after the date of such meeting. If the written answer does not satisfactorily dispose of the grievance, the grievant and/or Association may appeal it in writing to the Committee. The Committee shall answer the grievance in writing within five (5) school days after the next regular meeting.

6. The Committee's answer will be accepted unless within eight (8) school days after receipt thereof the Association notifies the Committee of its intention to take the matter to Arbitration pursuant to Article 7.

7. In cases where a grievance is not resolved by the end of the school year, the school-day time limits shall be converted to calendar days and doubled, excluding Saturdays, Sundays, and holidays.

8. For purposes of this Article, the Committee shall be represented by the Personnel Sub-Committee.

Article 7 - Arbitration

A. 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 procedure:

The Arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five school days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of Arbitrators, and said Arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

B. Each party shall bear the expense of its representatives, participants, and 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 shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. 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.

C. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it is a grievance as defined in Article 6, Section A of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at their decisions solely upon facts, evidence, and contention as presented by the parties during arbitration proceedings.

D. If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability *de novo* applying the principles set forth in Section C above without according any weight to any decision on arbitrability that may have been previously made by the Arbitrator and/or any administrative agency in a similar case.

E. Subject to the limitations in Section C and D above, the decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby.

Article 8 – Indemnification of Educators

A. The Committee shall, out of any funds appropriated for that purpose pursuant to Chapter 258 of the Massachusetts General Laws, indemnify any educator for expenses or damages sustained by them by reason of an action or claim against them resulting from accidental bodily injury to or the death of any person or destruction of property, while acting as such educator and within the scope of their employment.

B. The Committee may, out of any funds so appropriated, indemnify any educator for expenses or damages sustained by them by reason of an action or claim against them arising out of any other acts done by them while acting as such educator and within the scope of their employment.

C. Indemnification under Section A and B above is subject to the provision contained in Chapter 258 of the Massachusetts General Laws that the defense or settlement of any action or claim for which indemnification is sought shall have been made by the town counsel or legal counsel for the district upon request of the Committee; or, if the town has no town counsel or the district has no legal counsel, by an attorney employed for such purpose by the Committee; or, if such counsel upon such request or such attorney upon such employment fails or refuses to defend such action or claim, by an attorney employed by such educator.

D. For purposes of illustration and not by way of limitation, an educator shall be deemed to be acting as an educator and within the scope of their employment when they are engaged in a scheduled or officially recognized school activity, chaperoning of student activities, conducting field trips as a part of curricular

or extra-curricular activities, attending, judging, or otherwise assisting at school athletic contests or exhibitions.

Article 9 – No Strike

During the term of this Agreement, the Association and its members will not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

Working Conditions

Article 10 – Teaching Hours and Teaching Load

A. The Committee shall establish the regular school hours for students and educators will be notified as soon as practicable after such determination has been made by the Committee and with at least five (5) days' notice in the event of change. However, no change in scheduling will increase the length of the normal workday.

B. The Normal Workday

1. Opening and dismissal times for each school will be published in the faculty handbook and on the website prior to the school opening. Association representatives will be consulted prior to the implementation of any changes.

2. Secondary educators will begin their workday fifteen (15) minutes before the start of the official school day for students. It is recognized that in the proper performance of their professional duties, educators are expected to work a longer workday in keeping with demands of their particular teaching assignment. Educators shall make themselves available to provide extra help to students beyond the school day at times communicated reasonably in advance.

3. Elementary educators will begin their workday fifteen (15) minutes before the start of the official school day for students. It is recognized that in the proper performance of their professional duties, educators are expected to work a longer workday in keeping with demands of their particular teaching assignment.

C. In the event the Committee deems it necessary to run a staggered student day, the length of an educator's workday will not be altered by this Committee's decision.

D. The work year of the educator (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30, but will in no event be longer than one hundred and eighty-four (184) days. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year and any other days on which educator attendance is required. The Superintendent will meet with the Association regarding the school calendar and make a joint recommendation to the Committee. The Committee retains the right to vote on the school calendar.

E. In addition to the time in the regular school year, Middle School guidance counselors will work an additional six (6) days; High School guidance counselors will work an additional ten (10) days; and the Special Education out-of-district coordinator will work an additional ten (10) days. Each will be paid at a rate of 1/184 of that individual's regular salary for each of the additional days worked.

F. All educators shall have a duty-free lunch period of at least the length of the regular student lunch period.

G. Middle and High School educators will not be assigned more than five (5) teaching periods per day. In addition, each educator will have at least one preparation period per day. Consistent with the provisions of this contract, other assignments may be made to educators during the school day.

H. Educators in the elementary schools will be duty-free during the morning recess period and will have one preparation period of at least 40 minutes per day.

I. All special education educators and related service providers will be provided one additional preparation period per week.

J. On Friday and on days preceding holidays, educators are free from duty at the close of the Districts' students' school day, except for the last day of the school year.

K. Educators may be required to arrive before the start of or remain after the end of the normal workday, without additional compensation, for up to seventy (70) minutes, no more than two (2) days each month for staff meetings or other meetings authorized by the Superintendent. The meeting will start ten (10) minutes after student dismissal or end ten (10) minutes before student arrival and will run for no more than seventy (70) minutes. An administrator has the option to schedule no more than twenty (20) before school or after school meetings during the school year. The administrator must establish a calendar for the meetings at the start of each school year in September. Meeting dates can be changed with a two-week notice given to the educators.

L. Educators may be required to attend three (3) meetings after 4:00 p.m. each year. At the Elementary level, one of these required meetings will be used for parent conferences. Attendance at all other evening meetings beyond the required three will be at the option of the individual educator.

M. If concerns arise regarding special education workload, special education educators and related service providers may request a meeting with building administrators to review the situation and consider potential adjustments. During these meetings, the parties may consider a range of factors, including but not limited to: input from staff and administrators, district-wide needs, special education requirements of students, mutually accepted special education workload data tool and the best interests of students.

N. If any member of the administration whose responsibilities include scheduling educators determines that it is necessary to schedule an exception to Section F, G, or H of this Article for longer than twenty (20) working days, the Association will be notified, and such an exception will be subject to the grievance procedure. An Arbitrator shall not substitute their judgment for that of the administrator unless they determine that the administrator's action was unreasonable.

O. It is recognized that participation in some extra-curricular activities is a significant part of an educator's professional responsibility to students. It is also recognized, however, that, if an educator is asked to undertake an activity which is outside their field of competence, that educator could be ineffective. Therefore, educator participation in extra-curricular activities listed in Appendix C will be voluntary.

Article 11 – Educator Assignment

A. Educators will be notified of their tentative programs, grade and/or subjects that they will teach, and any special and unusual classes that they will have for the coming school year, prior to the close of school in June.

B. In order to ensure that pupils are taught by educators working within their areas of competence, educators will not be assigned outside the scope of their teaching license.

C. To the extent possible, changes in grade assignment in elementary schools and in subject assignment in the secondary schools will be voluntary. Before an involuntary change of assignment is made, the educator involved shall be consulted with respect to such change.

D. In arranging the schedule for educators who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Any educator so assigned will be notified of any changes in their schedule as soon as practicable. Educators who are assigned to more than one school in any one school day will receive payment at the current IRS rate per mile for Dover/Sherborn employees for all inter-school driving.

E. The Committee shall continue its present policy of making educator assignments without regard to race, creed, color, religion, nationality, gender, sexual orientation or age, as provided by law.

F. Educators who desire a change in grade or subject assignment will file a written request for the change with the Office of the Superintendent not later than April 1. As soon as practicable, but not later than June 30, the Superintendent will notify each educator requesting a change of the action taken in regard to the request.

Article 12 – Class Size

A. It is desirable to limit class size, in most areas, in relation to the subject taught, type of student, physical plant, availability of staff and various support facilities and/or techniques. Class size, where practicable, should be held to a maximum of twenty-five (25).

B. Exceptions to the above are in the subjects where the physical layout limits the class size. In certain circumstances class size may be limited by requirements of state and federal special education regulations. Classes shall be so constituted that the respective students in a grade or school shall be fairly apportioned.

C. The foregoing standards are subject to modification for conformity to the policy and educational purposes of the Dover-Sherborn individual approach to education, and shall not prevent the use of specialized or experimental techniques, nor will they cause split or half classes or other limitations that are unreasonable in the light of existing conditions. However, if an educator considers that there have been excessive departures from the agreed standards, a complaint may be filed and shall be subject to the grievance procedure.

Article 13 - Summer Work

A. Compensation for all positions covered by this contract (including school nurses, department heads, MS curriculum leaders, and Elementary PLCs) for summer curriculum work will be at the per diem rate of two hundred and fifty dollars ($250), based on a five-hour work day.

B. Approval of summer day requests shall be equitably distributed within each building and requests shall not be unreasonably denied.

C. Compensation for required change of classrooms at the elementary level will be set at two hundred dollars ($200) per day for a maximum of two days. Documentation will be prepared in advance by the Principal for each educator requested to move and serve as the agreement for payment of the day(s) by no later than September 30th of that school year. These days will not be charged against the budgeted summer workshop days of the building. When practicable, educators shall be informed of a need to move prior to the end of the school year.

Article 14 – Duties

A. The Committee and the Association agree that an educator's primary responsibility is to teach and that their energy should be utilized to this end. The Committee and the Association recognize that the teacher aides and part-time clerical employees are essential in order to implement this principle. Therefore, the Committee agrees to seek volunteer or paid teacher aides and part-time clerical employees (within the limits permitted in its judgment by budgetary considerations) in sufficient number to relieve educators in order that more of the educator's time may be devoted to instructional activities and preparation.

B. The term "duties" refers to non-instructional tasks that are supervisory in nature and that do not require advance preparation. To the extent practicable, these non-instructional duties shall be equitably distributed in time and frequency with respect to educators' roles, workloads, and additional responsibilities within the school.

C. Cafeteria duty will be supervised by educators on a volunteer basis. At the High School and at the Middle School, the cafeteria duty for one student lunch period shall be considered a full duty. At the elementary schools, those doing cafeteria duty in a particular week will not do lunch or recess duty.

Article 15 – Department Head

A. Department heads will carry a work load of no more than four (4) classes or twenty (20) periods per week.

B. Where practical, office space shall be provided for department heads.

C. Where practical, department heads will be free from such duties as study halls, homerooms and lunch duty in order to devote their full time to teaching and administrative/supervisory responsibilities.

Article 16 – Instructional Materials

A. The Committee will provide, whenever practicable, instructional materials sufficient to ensure that each pupil in a classroom has access to said materials. Instructional materials include, but are not limited to, textbooks, content licenses, and subscriptions.

B. Before the administration changes a textbook, selects a new textbook or reorders an old textbook, in more than minor replacement quantities, all educators who are concerned or affected by this textbook choice will be consulted by the administration. The above shall apply to other instructional materials. These educators may ask for advice from a competent subject matter specialist from within or without the system, provided there will be no obligation placed on the Committee.

Article 17 – Health and Safety

The Committee will maintain a healthy and safe workplace. Safety related supplies will be provided to support educators in reacting to emergency situations. Educators will report any/all safety concerns directly to their principal and/or to their building representative, who will relay their concern to their principal. Principals will address concern(s) and update educator(s) on progress.

At least annually, principals will review emergency plans with educators and run scheduled drills as dictated by state law and District protocol. Following each drill, principals will meet with their building-based emergency team to debrief and troubleshoot issues. The building-based team will consist of school administrators and at least two (2) educators appointed by the Association.

Updates regarding building-based issues will be shared with the District's Emergency Preparedness Team to enhance problem-solving and ensure consistency of response across buildings.

Pay and Benefits

Article 18 - Salaries

A. Effective September 1, 2026, the salary schedules are as noted in Appendix A.

B. Educators will be paid bi-weekly, in accordance with the payroll schedule of their employer, in twenty-six (26) substantially equal payments commencing on the first scheduled payroll in September after the opening of school. If a regular payday coincides with a holiday the Association will be notified of the actual payday scheduled by the employer.

C. By requesting in writing to the Superintendent on or before May 1, the educator may receive the salary due for the months of July and August in one payment. The lump sum option payment shall be made with the regular pay cycle on or following the last day of school.

D. Salary progress shall be determined by the Superintendent based on the Evaluation Procedure outlined in Article 28. Normal increases will be in accordance with the Salary Schedule; however, increases may be greater or may be withheld. The Superintendent, upon recommendation of the Principal, may withhold a pay increase if the Superintendent determines that the educator's performance, based upon the evaluation, warrants such action.

E. Salary adjustments will normally be effective in September.

F. The salary of educators entering the system shall be determined as follows:

1. Educators entering the Public Schools of Dover, Sherborn and the Region will be placed on the column of the salary schedule according to the degrees and/or credits earned relevant to their content/discipline at accredited institutions. Within the column, the educator may be placed on a particular step and the placement in the column and on the step is at the discretion of the Superintendent. The educator's progress thereafter on the salary schedule will be from the initial placement in the column and on the step.
2. An educator may be placed on an appropriate level of the salary scale by the Superintendent if such placement is deemed necessary for the good of the System.

G. Effective September 1997, an educator, in any year, may move only one step and one lane.

H. Extra Duties - Additional compensation will be paid to educators who perform certain special activities according to Appendix C.

I. Loss of Planning/Non-Teaching Time - The Committee will make every reasonable effort to provide qualified substitutes to fill temporary absences for general and specialist educators. When a substitute is not available to cover a class, and an educator voluntarily agrees to cover during any planning/non-

teaching time, that educator will be paid $25 for each period covered. In emergency coverage, which shall be defined as a situation that develops after the opening of a school day, the employer shall have the right to mandate coverage. Such emergency coverage shall be paid at the same rate. This section applies regardless of how much planning/non-teaching time is available to the educator on any given day. The Administrators of the school or program will make such arrangements.

J. Confidential - All salaries are considered confidential and a personal matter between the Committee, the administration and the educator; however, all salaries are subject to the public records law of the Commonwealth of Massachusetts.

K. Termination - The entire salary will be prorated so that an educator will receive that fraction of the entire salary determined by dividing the number of days the educator has worked by the number of contract days in the school year multiplied by the educator's annual rate of pay.

L. Contract Termination:

1. Any educator may terminate their teaching contract by thirty (30) days' notice in writing to the Superintendent, except that sixty (60) days' written notice shall be required if an educator wishes to terminate at the start of the school year.

2. An educator, in lieu of notice as provided above, may give notice of intent to retire by November 1 of the school year, after which the educator will retire. Such notice shall be irrevocable as of February 1. An educator entitled to any payments will receive such payments in accordance with relevant contract provisions. For further details, see Article 19, Sec. B for specifics of retirement notification incentives.

3. An educator may be dismissed only as provided in General Laws Chapter 71, Section 42.

M. An educator serving without professional status shall be notified in writing on or before May 15th whenever they are not to be employed for the following school year; otherwise they shall be deemed to be appointed for the following school year.

N. Absences Without Pay - In the event an educator is absent from school without pay, the loss of pay shall be an amount that is determined by dividing the number of days of absence without pay by the number of contract days in the school year, multiplied by the educator's annual rate of pay.

Article 19 – Longevity/Retirement Notification Payment

A. Longevity Pay

Effective September 1, 2026, members of the bargaining unit shall receive longevity payment as follows:

Between 15-19 years of service - $1,200
Between 20-24 years of service - $1,750
Twenty-five plus years of service - $2,250

An educator hired prior to February 1st shall be given credit for a full year. No credit will be given for long-term substitute service.

B. Retirement Notification Payment

Bargaining unit members with fifteen completed years of service in the Dover-Sherborn Schools at the start of the school year may elect by November 1st an early retirement payment of $5,000, plus an amount equal to their longevity payment as described in Article 19(A). Per terms described in Article 18.L.2, an educator must retire at the end of the school year.

Article 20 – Salary Deductions

A. Dues deduction - Educators who belong to the Dover-Sherborn Education Association, and who wish to do so, may have their annual professional association dues deducted from their salary from October to May.

B. Tax deductions - Greater than standard tax withholdings may be made in accordance with the applicable law.

C. Other deductions - Other deductions may be made for Insurance and Tax-Sheltered Annuities under plans established for Town or District employees.

D. Authorization - Written authorization is required for all payroll deductions.

E. The Association shall indemnify and hold the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken on making membership dues deductions and remitting the same to the Association or the M.T.A. pursuant to this Article.

Article 21 – Insurance and Annuity Plan

A. Hospitalization and Group Life Insurance - Full-time educators are eligible for enrollment in the plan for Town or District employees. One-half of the cost of this plan will be paid by the employing authority. Effective September 1, 1989, Retirees from the Dover-Sherborn Regional School Systems, who are or have been previously covered under this collective bargaining agreement or its predecessors, shall be eligible for enrollment in the Hospitalization Insurance plan for Town or District employees. One-half the cost of this plan will be paid by the Dover-Sherborn Regional School District. Retirees in the Dover or Sherborn School System will continue their coverage. Effective March 1997, all educators not employed prior to the 1996-1997 school year shall pay 30% of the premium of currently offered plans.

B. Annuities and Retirement Savings Plans - Educators may participate in tax-sheltered annuities or other tax deferred retirement savings plans in accordance with the Internal Revenue Code and General Laws of Massachusetts. The Committee shall maintain access to 403(b) Plans including a Roth (post-tax) option for at least one (1) 403(b) Plan, provided that the vendor allows for a Roth option. The Committee shall provide access to the 457 SMART Plan including the Roth option.

C. Upon the death of an employee, their estate shall be entitled to a lump-sum payment. This payment shall equal the cash value determined by multiplying the educator's annual rate of pay by one-third (1/3) the accumulated sick leave, divided by the number of school days in the year. The Committee reserves the right to make such payment in the fiscal year following the death.

D. As of September 1, 1991, the Region instituted a plan for the deduction of health insurance premiums on a pre-tax basis. The Towns of Dover and Sherborn have instituted the same plan.

E. Effective September 1, 2011, to the extent permitted by applicable federal laws and regulations, including

but not limited to applicable IRS regulations, the School Districts will provide bargaining unit members with a Cafeteria Plan that will enable unit members to pay with pre-tax earnings for uninsured medical expenses (MEDCAP) and for day-care expenses for dependents (DECAP).

Leaves

Article 22 – Sick Leave

A. Sick leave with pay shall be granted as follows:

1. Fifteen (15) days per school year.

2. Sick leave may be accumulated without limit.

3. After an educator has been absent on sick leave for five (5) consecutive school days, the Superintendent may require medical evidence to determine the educator's eligibility for sick leave pay. In addition, the Committee may require examination by a doctor of its choosing. If so, the Committee shall pay for the doctor.

4. Sick leave of up to seven (7) days in any school year may be used to care for an ill, dependent child. Sick leave of up to five (5) days in any school year may be used to care for all other ill members of the immediate family (parent, spouse, or anyone of whom the educator is legal guardian), or any person residing in said educator's household. Additional use of sick leave may be granted at the discretion of the Superintendent.

5. In the event of termination, no compensation will be granted for accumulated sick leave pay.

6. In special cases, the Committee may allow sick leave with pay beyond the above limit.

7. Before October 30 of the school year, a statement of unused sick leave shall be issued to each educator in writing.

Article 23 – Sick Leave Bank

A. The Sick Leave Bank, presently in existence for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness, shall be continued.

1. The bank shall be maintained at a minimum of one day per professional staff member after the first year of maintenance. A maximum shall be two per professional staff member.

2. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

3. Eligibility to apply to the sick leave bank starts after an educator has completed thirty (30) school days of employment under this Educator Agreement.

B. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion, and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted.

C. Those applying to utilize the Sick Leave Bank shall complete a Sick Leave Application. The Application, with required information attached, including a licensed physician's letter, shall be submitted to the

Superintendent, who will have the appropriate data (i.e. years of service in the Dover/Sherborn Public Schools and the number of sick days available to the applicant in September of the school year when the request is being made) recorded and verified prior to submitting data to the members of the Sick Leave Bank Committee.

1. The Sick Leave Bank Committee may request additional medical information prior to making a decision. If the Sick Leave Bank Committee questions the medical evidence, it can request a second opinion. The School Committee will pay the medical expenses for the second opinion.

D. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the educator's annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.

E. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

F. The Sick Leave Bank may not be used for family illness leave.

Article 24 - Temporary Leave with Pay

A. Temporary leave with pay shall be as provided below:

1. Personal leave - Up to three (3) days per year shall be granted for urgent personal business that cannot be conducted during non-school hours. Personal leave shall not be used for the purpose of extending a school vacation or holiday period. The educator shall make their request in writing as far in advance as possible, but, except in the case of emergency, at least twenty-four (24) hours prior to the time for which the leave is requested. All personal leave shall be submitted only to the Principal. In case of emergency, a written statement of the reason for the leave shall be submitted, and the educator paid if the leave was for a reason appropriate under this Section.

   Effective Fiscal Year 2015, all unused personal days will be converted into sick days at the end of each school year per Art. 22.

2. Professional Business Leave - Temporary leave with pay may be granted at the discretion of the administration for the purpose of visiting other schools, attending meetings or conferences of an educational nature, or for Association Representatives to attend M.T.A. and/or N.E.A. conferences and conventions.

3. Legal Proceedings - Time necessary for appearance in legal proceedings directly connected with the person's employment as an educator or in the performance of assigned duties shall be granted.

4. Bereavement - Leave with pay for time lost, up to five (5) school days will be granted to an educator in the event of the death of a member of the educator's immediate family, to include parent, sibling, spouse, child, as well as anyone of whom the educator is legal guardian, or any person residing in said educator's household. Up to three (3) school days shall also be granted in the event of death of an educator's father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunt or uncle. Additional and/or other bereavement leave may be granted at the discretion of the Superintendent.

5. Religious Leave - An educator will be granted leave up to two (2) days in any one school year for

time necessarily and actually lost for required observance of a recognized major religious holiday of the religious faith to which such educator belongs, when such holiday falls on a day on which educators are required to report. Notification by an educator of their intention to take such leave shall be made to the appropriate principal no less than two weeks in advance of such holiday.

6. Military Leave - A maximum of ten (10) days per school year should be provided for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session and a statement to that effect is obtained from the unit commanding officer. The educator shall be paid the difference between their regular pay and the service pay.

7. Temporary leave may be granted by the Superintendent in extraordinary circumstances.

Article 25 - Temporary Leave without Pay

A. Temporary leave without pay shall be as provided below:

1. Military leave without pay will be granted to any educator who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, the educator will be placed on a salary level which they would have achieved had they remained actively employed in the system during the period of their absence up to a maximum of two years.

2. A leave of absence without pay of up to two (2) years may be granted to any educator who joins the Peace Corps or any Teacher's Corps, or who serves as an exchange teacher, and is a full-time participant in any such program. Upon return from such leave, an educator will be considered for salary purposes as if they had been actively employed by the Committee during the leave.

3. Leaves of absence for professional or personal reasons may be granted to educators with professional status. Such leaves may be granted for not more than two consecutive school years. Requests for such leaves shall be made to the Superintendent prior to January 15 of the school year preceding the first school year in which the leave is to be taken. An educator awarded this leave will, except in the event of a reduction of staff during their absence, be assured of a position upon their return. In the event of a reduction of staff, educators on such leave will be given equal consideration with educators not absent because of such leave.

4. Other leaves without pay may be granted at the sole discretion of the Committee.

Article 26 –Parental and Child Rearing Leave

A. Birth mothers, partners of birth mothers and adoptive or foster parents, shall be granted Parental Leave for the purpose of giving birth, adoption and/or foster care placement of a child under the age of 18 in accordance with applicable Federal and State Statutes including but not limited to the Massachusetts Parental Leave Act and the Family Medical Leave Act (FMLA). The Committee will maintain and make available to educators an informational reference that outlines applicable federal and state statutes.

1. Such leaves shall be taken concurrently, subject to the following: the eight (8) weeks of leave pursuant to the Massachusetts Parental Leave Act starts from the day of the birth but is only

counted during scheduled working time. The twelve (12) weeks of FMLA leave commences at birth but is only counted during scheduled working time. A request for such leave shall be made at least two (2) months before the anticipated birth, adoption or foster placement except in situations where that is not practical.

2. Parental Leave is available during the first year of a newborn's life and during the first year after adoption or foster care placement. Said leave may be taken in up to two (2) separate blocks of time.

3. Paid Parental Leave. All educators, which includes birthing and non-birthing parents, who have been employed in the District for at least the previous six (6) consecutive months prior to the beginning of the leave shall be eligible for up to fifteen (15) paid Parental Leave days, not to be deducted from the educator's sick leave. Birth mothers shall be eligible for an additional five (5) paid Parental Leave days, not to be deducted from the educator's sick leave, for a total of twenty (20) paid Parental Leave days.

4. All educators may use accrued sick leave and personal days for the remaining duration of their eight (8) weeks of Parental Leave. The days taken shall be deducted from an educator's available sick leave and/or personal days. Any remaining time taken shall be unpaid.

5. Birth mothers may further use sick leave to the extent that they remain disabled, as documented by a medical professional. Birth mothers who run out of sick leave while recovering from birth and are still disabled after eight (8) weeks as previously described are entitled to use the Sick Leave Bank in accordance with Article 23.

B. A leave of absence without pay of up to one (1) school year shall be granted to an educator for the purpose of child rearing subsequent to leave taken pursuant to A. and or B. above. An educator on child rearing leave must notify the Superintendent of their intent to return to school for the next school year by February 1. If an educator notifies the Superintendent of their intent to return to school on February 1, they do not have the right to request a second year of leave. The Committee may require that the educator remain on leave until September following the year of expiration of the one (1) year period. If no position for which the educator is qualified is available at the end of the leave period, the educator shall be offered the first such available position irrespective of the one (1) year period.

Article 27 - Sabbatical Leave

A. Sabbatical Leave - Upon recommendation of the Superintendent, sabbatical leaves may be granted to an educator by the Committee for study or research which would increase the educator's professional ability. The granting of any sabbatical leaves is subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing in such form as the Superintendent may require no later than December 31, and action must be taken on all such requests no later than April 1 of the school year preceding the year for which the sabbatical leave is requested.

2. The educator shall have completed at least seven (7) consecutive full school years of service in the Dover, Sherborn, or Dover-Sherborn Regional School System.

3. Educators on sabbatical leave will be paid at fifty (50) percent of their regular salary rate, provided that such pay, when added to any program grant or when added to any other stipend resulting from scholarly work carried on while on leave and in connection with the purpose of the leave, will not

exceed the regular salary rate.

4. The term of such sabbatical leave shall not exceed one (1) year. Prior to the granting of any sabbatical leave, the educator shall enter into a written agreement with the Committee that, upon termination of such leave, they will return to employment in the Dover, Sherborn, or Dover-Sherborn Regional School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave. 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 not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

5. The Association shall not be held liable in the event an educator on leave fails to render their required service following their leave.

6. Upon return from such leave, an educator for salary purposes, shall be considered as if they had been actively employed by the Committee during the leave.

Personnel

Article 28 – Evaluation Procedure

The current evaluation agreement and associated protocols, forms, and rubrics are included in Appendix D. Every educator who is formally evaluated is ultimately provided two (2) summative ratings, one based on the educator's performance, as quantified by the evaluation rubric, and the second based on the educator's impact on student learning.

Formal evaluation will be done only by trained administrators. Students and parents may have comments on educator performance and relay them to the administrators. Administrators will make appropriate use of these comments within the guidelines of this agreement and the policies of the Dover-Sherborn Public Schools.

A. Evaluators will make periodic observations and offer written comments on a Formal Observation Feedback Form in accordance with the Professional Growth and Evaluation System. These written comments will be made in accordance with the Professional Growth and Evaluation System. Evaluators may make additional unannounced visits that are not a formal observation. The evaluator may provide written or oral comments to the educator as a follow-up to these informal visits.

1. Professional Status Educators: Fifty-one percent of all educators in every school building will be evaluated in accordance with the Professional Growth and Evaluation System beginning in September 2013 (for the 2013-14 school year). The remaining forty-nine percent of all educators in every school building will be evaluated in accordance with the Professional Growth and Evaluation System beginning in September 2014 (for the 2014-15 school year).

   Educators without Professional Status: In accordance with the Professional Growth and Evaluation System, and pursuant to M.G.L. c.71, §41, any educator in their first three years in the school district remains on the Developing Educator Plan as defined in the Professional Growth and Evaluation System.

2. The End of Plan Form/End of Plan Self-assessment will be reviewed with the educator at the conclusion of their plan cycle and placed in the educator's personnel file.

3. Should an educator feel that the evaluation is not an accurate representation, they may, within five (5) school days, indicate their objection in writing. If such objection is made, the educator's written statement is to be attached to the End of Plan Form/End of Plan Self-assessment before it becomes a part of the educator's personnel file.

4. If the educator has made written objection to the evaluation, then a conference with the Superintendent, evaluator, and educator must be held within five (5) school days following receipt of the objection or a subsequent date set for the conference. The educator may request to have a second evaluator appointed by the Superintendent observe their practice prior to the formulation of a recommendation by the Superintendent.

5. Each educator shall receive by October 1st the evaluation criteria that will be used by evaluators who will evaluate them.

6. Any written signed complaint regarding an educator made to any member of the administration will promptly be called to the attention of the educator.

B. The evaluation instrument rating system beginning during the 2013-14 academic year shall include

Unsatisfactory, Needs Improvement, Proficient, and Exemplary, a change that was approved by DSEA and School Committees.

C. All monitoring or observations of an educator's work performance will be conducted openly and with full knowledge of the educator.

1. No material derogatory to an educator's conduct, service, character, or personality will be placed in their personnel file unless the educator has had an opportunity to review the material. The educator will acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The educator will also have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent and attached to the file copy.

2. At the request of an educator, they shall be permitted by appointment to inspect the contents of their personnel file, and to make copies of such contents and records as concern their work or themselves.

3. An educator without professional status who disagrees with the Committee's decision in the matter of retention will be granted, upon request, a meeting with the Committee in Executive Session at its next regularly scheduled meeting. Educators meeting with the Committee will be entitled to counsel of their own choosing. The "ground rules" for such meetings will be established by the Committee. The Superintendent's decision in the matter of retention cannot be overruled by the Committee.

4. An educator with professional status who disagrees with the Committee's decision in the matter of a salary increase may request to meet with the Committee in Executive Session at its next regularly scheduled meeting.

5. In either case listed above, the Committee's decision will be final and not subject to the grievance procedure. It is understood that the educator will have first consulted with the Principal of their school and, secondly, with the Superintendent.

6. No educator will be disciplined or reprimanded in writing without just cause; however, this provision does not apply to cases of termination of employment or retention of department heads, coaches, or educators holding extra-compensatory assignments. Professional evaluations prepared in accordance with this Article shall be accepted as an accurate evaluation of said educator and shall not be subject to contrary evidence except as to statements based on fact: e.g., attendance records, as opposed to questions of judgment. An educator who does not agree with an evaluation may request that it be reviewed by the Superintendent. The Superintendent's decision shall be final with the exception of statements based on fact as defined above.

Article 29 - Promotions

A. Whenever any vacancy in a promotional position occurs, it will be adequately publicized by means of a notice in the appropriate Email system for each school.

B. All educators will be given adequate opportunity to make application for such positions. When in the opinion of the Committee all other factors are substantially equal, preference will be given to educators already in the Dover/Sherborn system. Each candidate will receive a written notification of the action taken by the Committee.

C. All decisions on promotions shall be final and binding and not subject to the provisions of Article 7.

Article 30 – Professional Development and Educational Improvement

A. The Professional Development Committee will oversee the establishment of a program, schedule and calendar for professional development throughout the District. Its charge will be to examine such issues as:

- Number and kind of full and half-day programs
- Voluntary summer programs
- Determination of budget requests and stipend amounts
- Recruitment of staff and outside professionals
- Definition of District Professional Development Goals

There will be a minimum of 2 educators from each building selected by the educators of said building to serve on the Professional Development Committee along with an administrator from each building selected by the Superintendent and the Assistant Superintendent. This Committee will develop the district's professional development plan as well as the building's Professional Development Plan.

B. Educators may receive financial assistance for professional improvement through advanced course work.

1. Criteria

a. Any staff member of the Dover/Sherborn School System interested in any program for professional improvement and personal development is eligible to apply for such assistance.

b. The following factors will be taken into consideration when the final decision is made:

(1) Study of modern methods and trends
(2) Grade level or subject matter reassignment
(3) Certification or Degree Program requirements
(4) Pertinence of course to applicant's assignment
(5) Alignment with District's Professional Development Goals

2. Applications

a. Applications may be secured from the Superintendent's office. Requests will be approved by the building Principal and an Association representative. In the event of a disagreement at the first level of approval, the request will be forwarded to the Association President(s) and the Superintendent. If agreement cannot be reached, the request is denied.

3. Reimbursement

a. Each School District shall fund a sum of money for course reimbursement. The fund will equal the number of educators in the district times four hundred dollars ($400). For funding purposes, the number of educators in a district will be counted on October 1 for use in the next fiscal year. An educator who works in more than one district will be counted only once and assigned to a district for reimbursement purposes. Budgeted and unused course reimbursement funds for each school shall be calculated in the spring of each year and said funds shall be made available to the respective school's Principal to support summer per diem professional development requests.

b. The amount of money each recipient receives is subject to approval by the Superintendent or their designee and will be paid upon submission of documentary evidence of successful

completion of the course and provided the staff member is in service in the system upon reopening of school in September. For reimbursement of tuition, individuals must maintain a "B" average for an undergraduate or graduate course.

Audited courses, while not eligible for lane changes, shall be recognized for PDPs for licensure and eligible for reimbursement following the same reimbursement process as tuition.

The Professional Development Committee will approve payments not to exceed $800 to each educator who has completed a course and submitted the documentary evidence. The balance of payments to educators with claims that exceeds $800 will be made in June subject to available funds, but total reimbursement shall not exceed $1,500 per educator.

C. Administration will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by educators who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the administration.

D. Educators who hold earned Master's degrees and who take graduate courses for which no formal graduate credit is given may have the instructor, if qualified to do so, or the institution of higher learning define how much graduate credit, if any, such course is worth. It is recognized that courses taken through in-service programs may qualify under the terms of this paragraph.

The educator may then apply administration for application of this credit to their record.

Post Master's courses not at a graduate level from an accredited University/College may be approved by the Superintendent for salary credit. The course must be relevant to the educator's assignment. The decision of the Superintendent is final.

E. All educators hired after June 30, 2023, will be required to complete the approved course on diversity, equity and/or culturally responsive teaching outside of school hours within the first three (3) full school years of employment. The approved course will be provided by the Committee at no cost to the educator. Educators will not receive additional monetary compensation for completing the course; however, the Committee shall provide three (3) credits which shall count toward lane movement within the salary scale to educators who successfully complete this requirement.

If a newly hired educator has previously taken the same or a substantially similar class, the Superintendent shall have the discretion to grant an exemption or require the educator to take an alternative course.

Any educator hired before July 1, 2023, shall have the option of taking the approved course at no cost to the educator. Similarly, the Committee shall provide three (3) credits which shall count towards lane movement within the salary scale to educators who complete the requirement.

Article 31 - Suspension

An educator may be suspended as provided in General Laws, Chapter 71, Section 42D.

Article 32 – Reduction in Staff for Educators with Professional Status

A. In as much as possible, normal attrition will be used whereby educators who retire or resign will not be replaced if there are fully qualified educators available who are capable of filling the position and who would otherwise be subject to layoff. When the Committee determines that staff reductions are necessary, it shall, consistent with existing law, retain those educators whom it deems most qualified. The educator's placement on the salary schedule shall not be a consideration. "Qualified," for the purpose of this Article, shall be determined by considering the performance record of the three most recent summative evaluations of an educator. Extra compensatory jobs or positions outside the scope of the regular school day shall not be considered for the purpose of this Article.

When the Committee determines that there is no significant difference between educators per above, seniority will govern. In case of a grievance, the comparison shall be between the affected educator and the junior educator in the discipline. Seniority will be determined by an educator's length of uninterrupted service in the Dover, Sherborn, or Dover-Sherborn Regional school districts. For the purposes of this Article, date of employment is the date on which an educator begins to serve, not the date on which an educator signs the employment contract, and length of service will be counted as years, months, and calendar days for purposes of this definition. Leaves of absence shall not be considered breaks in service, and seniority shall continue to accrue while an educator who has professional status is on leave. Continued accrual shall be limited to a one-year period. Ties in length of service shall be resolved by a lottery conducted by the President(s) of the Association and the Superintendent or their respective designee(s). The educators are welcome to attend the lottery at a prescribed location and date/time.

Annually by November 1st, the Superintendent shall publish a seniority list by discipline in each of the three districts of all educators and will include each individual's effective date of employment, length of service, area(s) of certification assigned and certification(s) held. The list will be provided to the Association and made available to all educators. Educators will have twenty (20) school days to challenge the list. In the event that an educator works in more than one of these three school districts, the educator will accrue seniority in each district contingent upon uninterrupted service in each school district.

An educator reduced in force based upon the contractual criteria may be considered in another discipline in the district in which they work if the educator has taught in that discipline in a substantial capacity in the past three (3) years prior to the reduction and has used the applicable active license (issued and approved by the Department of Elementary and Secondary Education). For compelling reasons, as hereinafter defined, the Superintendent, after consultation with the Association, may determine for reduction in force an educator who is not listed as the most junior educator in a specific discipline/department. "Compelling reasons" shall be limited to: (1) avoiding the retention of an educator who is not immediately able to competently teach any of the available courses in said discipline/department; or (2) avoiding a situation in which there will be an insufficient number of educators in that department who are immediately able to teach the identified courses and/or programs. The Superintendent will document the compelling reasons in writing. In the event that the Superintendent makes such a determination, the decision shall be subject to the grievance procedure.

B. No educator with professional status shall be subject to reduction in force unless said educator has been so notified in writing no later than April 30th of the school year preceding the school year in which the reduction in force shall take effect, notwithstanding MGL Ch.71 Sec.42. Notification by the Superintendent of intent to layoff shall be considered sufficient notice under this paragraph.

C. Educators with professional status who are subject to a reduction in force shall, for the two school years subsequent to the layoff notice, retain rehire rights to positions within the discipline from which they were laid off. For the purpose of this article, assuming the educator holds both health and physical education

licenses, these shall be considered synonymous, and discipline shall be defined in terms of active (fully issued and approved by the Department of Elementary and Secondary Education) educator licensure as follows:

Biology
Chemistry
Deaf and Hard of Hearing
Dance
Early Childhood: Students with and without Disabilities
Earth Science
Elementary
English
English as a Second Language
Foreign Language – Chinese
Foreign Language – French
Foreign Language – Spanish
General Science
Guidance
History/Social Studies
Health/Family and Consumer Sciences
Industrial Technology
Instructional Technology
Latin and Classical Humanities
Library
Mathematics
Middle School Humanities
Middle School Mathematics/Science
Moderate Disabilities
Music: Vocal/Instrumental/General
Nurse
Physical Education
Physics
Political Science/Political Philosophy
Psychologist
Reading
Severe Disabilities
Social Worker/Adjustment Counselor
Speech
Speech Language-Hearing Disorder
Technology/Engineering
Theater
Transitional Bilingual Learning
Visual Art
Visually Impaired

All disciplines apply solely to the school district within which the positions exist.

Educators who are notified of termination pursuant to this Article may, by waiving their present and future rights under Chapter 71, Section 42, be placed on a RIF leave of absence for the recall period specified in the Article. The form for such waiver will be provided by the Superintendent along with the notice of termination and must be returned to them within seven (7) calendar days of the termination notice.

D. Rehire notices shall be sent via certified mail and via email to the educator's addresses of record at least 21 days in advance of the effective date of return. If an educator fails to notify the school department within seven (7) days of receipt of a rehire notice of their intent to accept rehire, said educator shall forfeit all rights and benefits provided for in this Article. An educator who accepts rehire and fails to return on the return date shall also forfeit all rights and benefits provided for in this Article.

E. The right of educators with professional status to a hearing upon layoff for the continuing professional status rights of an educator who is rehired after the reduction in force shall be determined in accordance with the provisions of the General Laws of Massachusetts.

F. The Association may establish a three-person committee of its members appointed by the President(s) to review "RIF" decisions. Subject to the assent of individuals involved, the committee will be given access to all relevant materials. The Superintendent, if so requested, will meet with the review committee to hear its findings and consider them. However, neither the Superintendent, the Committee nor the Association is bound by such findings.

Article 33 – New Hires

A. Mentoring / Induction Program

1. Administration will continue their mentoring program for all new hires under DESE's requirements. A second year of mentoring will be available to educators who are new to teaching, recommended by their primary evaluator or received a "needs improvement" on any category in their summative evaluation the previous year. Further information regarding this program is available in the District's Mentoring and Induction Handbook.

2. Mentors will be paid the full mentoring stipend for each individual who they work with, regardless of whether the mentee is a long-term substitute or a new hire.

3. Educators will be eligible to serve as mentors once they have earned Professional Teacher Status.

B. Training and Materials

1. Prior to the start of the school year, Administration shall provide:
   a) a comprehensive orientation that includes education and enrollment details for all employee benefits.
   b) comprehensive training on all District software, including but not limited to Aspen.
   c) training on all District policies and procedures such as emergency evacuation and other safety protocols.
   d) laptops/technology devices and other necessary operational items such as key fobs, etc.

2. For staff hired after the New Employee Orientation, the Administration shall provide all the same information and materials to new staff as soon as reasonably practicable.

Signatures

DOVER SCHOOL COMMITTEE

Goli Sephar, Chairperson — Date: 4/14/2026

SHERBORN SCHOOL COMMITTEE

Rebecca Hammond, Chairperson — Date: 4/14/2026

DOVER-SHERBORN REGIONAL SCHOOL COMMITTEE

Angie Johnson, Chairperson — Date: 4/14/2026

DOVER-SHERBORN EDUCATION ASSOCIATION

Leonie Glen, DSEA Co-President — Date: 4/14/2026

Judy Gooen, DSEA Co-President — Date: 4/14/2026

APPENDIX A - SALARIES

Year 1 - 3.00%
Year 2 - 3.00%
Year 3 - 3.00%

Matrices begin on the following page

FY27	BA	BA+15	MA	MA+15	M+30	M+45	M+60
Step 1	$60,777	$62,365	$65,603	$67,325	$69,089	$70,863	$72,636
Step 2	$63,507	$64,999	$68,724	$70,479	$72,270	$74,120	$75,871
Step 3	$66,139	$67,697	$71,966	$73,712	$75,500	$77,242	$78,939
Step 4	$68,724	$70,398	$75,059	$76,911	$78,673	$80,410	$82,149
Step 5	$71,405	$73,149	$77,995	$80,115	$82,011	$83,784	$85,550
Step 6	$74,205	$76,010	$81,841	$83,556	$85,344	$87,068	$88,905
Step 7	$77,108	$78,983	$85,171	$86,981	$88,744	$90,509	$92,394
Step 8	$82,854	$84,523	$88,514	$90,396	$92,227	$94,069	$96,026
Step 9	$86,102	$87,835	$95,304	$96,568	$97,362	$98,157	$99,801
Step 10	$89,481	$91,285	$99,052	$100,613	$101,657	$102,234	$103,729
Step 11	$93,264	$95,145	$102,950	$104,572	$106,353	$107,436	$108,026
Step 12	$97,734	$99,706	$107,314	$108,689	$110,541	$114,338	$118,528
Step 13	$102,086	$104,147	$112,469	$113,299	$115,232	$119,195	$123,563
Step 14			$117,488	$118,746	$120,774	$124,928	$129,510
Step 15				$124,050	$126,170	$130,512	$135,302

FY28	BA	BA+15	MA	MA+15	M+30	M+45	M+60
Step 1	$62,601	$64,236	$67,571	$69,345	$71,162	$72,989	$74,815
Step 2	$65,412	$66,949	$70,785	$72,593	$74,438	$76,343	$78,147
Step 3	$68,124	$69,728	$74,125	$75,923	$77,765	$79,559	$81,307
Step 4	$70,785	$72,510	$77,311	$79,218	$81,034	$82,822	$84,613
Step 5	$73,547	$75,343	$80,335	$82,519	$84,471	$86,298	$88,116
Step 6	$76,431	$78,290	$84,296	$86,062	$87,904	$89,680	$91,573
Step 7	$79,421	$81,353	$87,726	$89,591	$91,406	$93,224	$95,166
Step 8	$85,340	$87,059	$91,170	$93,108	$94,994	$96,891	$98,907
Step 9	$88,685	$90,470	$98,163	$99,465	$100,283	$101,102	$102,795
Step 10	$92,166	$94,023	$102,024	$103,632	$104,707	$105,301	$106,841
Step 11	$96,062	$98,000	$106,038	$107,709	$109,543	$110,659	$111,267
Step12	$100,666	$102,697	$110,533	$111,949	$113,857	$117,768	$122,084
Step 13	$105,149	$107,272	$115,843	$116,698	$118,689	$122,771	$127,270
Step 14			$121,013	$122,308	$124,397	$128,676	$133,395
Step 15				$127,772	$129,955	$134,428	$139,361

FY29	BA	BA+15	MA	MA+15	M+30	M+45	M+60
Step 1	$64,479	$66,164	$69,598	$71,425	$73,297	$75,179	$77,059
Step 2	$67,374	$68,958	$72,909	$74,771	$76,671	$78,634	$80,491
Step 3	$70,167	$71,819	$76,349	$78,201	$80,098	$81,946	$83,747
Step 4	$72,909	$74,686	$79,630	$81,595	$83,465	$85,307	$87,152
Step 5	$75,753	$77,603	$82,745	$84,994	$87,005	$88,887	$90,760
Step 6	$78,724	$80,639	$86,825	$88,644	$90,541	$92,370	$94,320
Step 7	$81,804	$83,794	$90,358	$92,279	$94,148	$96,021	$98,021
Step 8	$87,900	$89,670	$93,905	$95,901	$97,844	$99,798	$101,874
Step 9	$91,345	$93,184	$101,108	$102,449	$103,291	$104,135	$105,879
Step 10	$94,931	$96,844	$105,084	$106,741	$107,848	$108,460	$110,046
Step 11	$98,944	$100,940	$109,219	$110,940	$112,830	$113,979	$114,605
Step 12	$103,686	$105,778	$113,849	$115,308	$117,273	$121,301	$125,747
Step 13	$108,303	$110,490	$119,318	$120,199	$122,250	$126,454	$131,088
Step 14			$124,643	$125,977	$128,129	$132,536	$137,397
Step 15				$131,605	$133,854	$138,461	$143,542

ADDITIONAL TRAINING LEVELS

A. Training level B + 15 subject to the following conditions:

1. Only applicable in an approved program leading to a Master's Degree from an accredited college or university.

2. The maximum time that any one person can remain in this category is four (4) years. At the end of that time, they will either have received their Master's and have advanced to the Master's lane or will drop back to the Bachelor's level.

3. This level is applicable only at the beginning of the individual teacher's contract year. There will be no midyear adjustments in this scale.

4. Eligibility, bookkeeping and administration will be in the hands of the Superintendent.

B. The Masters + 15, 30, 45 and 60 training levels are subject to the following conditions:

1. The subject matter must be pertinent and approved by the Superintendent.

2. These levels are applicable only at the beginning of the individual educator's contract year. There will be no midyear adjustments in these scales.

3. In the case of new educators coming into the system, responsibility rests with the Superintendent to determine the relevancy of courses applicable to this category on a basis of subject matter and how long ago the course was taken. Certain courses taken many years ago will not apply.

4. Eligibility, bookkeeping, and administration will be in the hands of the Superintendent.

C. A doctorate must be earned at an accredited college or university.

APPENDIX B – Intentionally Omitted

Appendix C – Remuneration for Extra-Compensatory Duties

School/Category	Position	Ratio
TEACHING AND LEARNING		
DSHS	Department Head	7.00
DSHS	Student Information Manager*	3.00
DSMS	Curriculum Leaders	5.25
DSMS	Team Leader*	4.25
Pine Hill/Chickering	Prof. Learning Community Leaders*	2.50
District (PK-12)	Educator Mentor Leader (Elementary and Region)	1.00
District (PK-12)	Educator Mentor	0.75
District (PK-12)	School Nurse Leader*	5.50
District (K-12)	Department Chair Fine Arts	7.00
Region (6-12)	Department Chair Technology & Engineering	7.00
Region (6-12)	Department Chair Wellness	7.00
* *These positions remain eligible for an increase through the ACED process for the duration of this contract.*		
CO-CURRICULAR		
DSHS		
Academic and Civic		
	Class advisor: Freshman	2.00
	Class advisor: Sophomore	2.00
	Class advisor: Junior	2.50
	Class advisor: Senior	3.00
	National Honor Society	3.00
	Peer Helping	1.50
	Senior Project Advisor	4.00
	Student Activity Fund Treasurer	2.75
	Student Activity Program	4.00
	Student Council	3.00
Performing Arts		
	Band Director	4.00
	Director of Drama	3.50
	Director of Musical	4.50
	Musical - Choral	2.00
	Musical - Orchestra	2.00
	Production Assistant	3.00
	Scenic Designer	0.75
	Noteworthy	1.00
General		
	A cappella Advisor	1.00
	Art Club	1.00
	Asian Student Union (ASU) Advisor	1.50

	Chess Advisor	1.50
	China Exchange	2.00
	Community Service Club	1.00
	DECA	3.00
	Digital Recording Studio & Music Club Advisor	2.50
	Global Citizenship Certificate Program	2.00
	GSA (Gay Straight Alliance) Advisor	1.50
	Harvard Model UN	1.00
	Knitting Club	1.00
	MARC Advisor	1.50
	Math Team Advisor	2.00
	Medical Club	1.00
	Mock Trial Advisor	3.00
	Newspaper Advisor	2.00
	Personal/Social Issues Advisor	1.00
	Relay for Life	1.00
	Runes Advisor	1.50
	Robotics Team Advisor	2.00
	SADD Advisor	3.50
	Science Olympiad	3.00
	Tuft's Inquiry	2.00
	Ultimate Frisbee Club	0.50
	Volleyball Club	1.00
	Weight Room Supervisor (1 each season)	1.00
	Yearbook Advisor	3.75
DSMS		
Academic and Civic		
	Student Council	3.00
	D1A	1.50
	Peer Leaders	1.00
	Washington DC Trip Coordinator	3.00
	Boston Trip Coordinator	0.50
Performing Arts		
	Director of Drama	3.50
	Director of Musical	4.50
	Sharp 9 Big Band	4.00
	Musical – Choral*	2.00
	Musical - Orchestra*	2.00
General		
	After School Advisor	2.50
	Green Team Advisory	1.00
	GSA (Gay Straight Alliance) Advisor	2.25
	HELP-ELNA	1.50
	MARC Advisor	1.50
	Math Advisor	2.00
	Science Olympiad Advisor	1.50
	Talent Show Advisor	0.50
	Yearbook Advisor	2.00
	Jazz Band Director – Chickering	1.00
	Rainbow Club - Chickering	1.00

ATHLETICS
DSHS
Fall

Football Head Coach	6.00
Football Assistant	3.50
Football JV	2.75
Football Freshmen	2.75
Soccer Boys Head Coach	5.50
Soccer Boys JV	2.75
Soccer Boys Freshmen	2.00
Soccer Boys Assistant Coach	2.00
Soccer Girls Head Coach	5.50
Soccer Girls JV	2.75
Soccer Girls Freshmen	2.00
Soccer Girls Assistant Coach	2.00
Field Hockey Head Coach	5.50
Field Hockey JV	2.00
Field Hockey Assistant Coach	2.00
Cross Country Boys Head Coach	5.50
Cross Country Girls Head Coach	5.50
Cross Country Assistant	2.00
Golf	4.00
Golf JV	2.00
Cheerleading, Fall	2.25

Winter

Basketball Boys Head Coach	6.00
Basketball Boys JV	3.50
Basketball Boys Freshmen	2.00
Basketball Boys Assistant Coach	2.00
Basketball Girls Head Coach	6.00
Basketball Girls JV	3.50
Basketball Girls Freshmen	2.75
Basketball Girls Assistant Coach	2.00
Ice Hockey Boys Head Coach	6.00
Ice Hockey Boys Assistant	2.75
Ice Hockey Girls Head Coach	6.00
Ice Hockey Girls Assistant	2.00
Indoor Track Head Coach	5.50
Indoor Track Assistant	2.00
Alpine Ski Head Coach	4.75
Alpine Ski Assistant	2.00
Swimming Head Coach	5.50
Swimming Assistant	2.00
Dive	2.00
Nordic Ski Head Coach	4.75
Nordic Ski Assistant	2.00
Cheerleading, Winter	2.50

Spring

Lacrosse Boys Head Coach	5.50
Lacrosse Boys JV	2.75
Lacrosse Boys Assistant Coach	2.00
Lacrosse Girls Head Coach	5.50
Lacrosse Girls JV	2.75
Lacrosse Girls Assistant Coach	2.00
Baseball Head Coach	4.75
Baseball JV	2.75

	Baseball Assistant Coach	2.00
	Softball Head Coach	4.75
	Softball JV	2.75
	Softball Assistant Coach	2.00
	Sailing	4.75
	Sailing Assistant Coach	2.00
	Track and Field Boys and Girls (2)	5.50
	Track and Field Boys and Girls Assistant	2.00
	Tennis Boys	4.75
	Tennis Girls	4.75
	Tennis Boys JV	2.00
	Tennis Girls JV	2.00
DSMS	Intramurals	1.00

* Paid from student activity account

1. The base, or 1.0 multiplier, is $1,600 as of September 1, 2026.

2. The Committee shall maintain and publish a list of job descriptions for all positions. Changes to any of these descriptions, responsibilities, or required time commitments shall be shared with the Association and the Association shall have the right to bargain over such changes.

3. The Advisory Council on Extra Compensatory Duties (ACED) concept is a regular part of our administrative design to allow for the review of Co-Curricular and Athletic existing positions and the analysis of new Co-Curricular and Athletic positions, excluding those designated as Teaching and Learning (with the exception of those positions marked with an asterisk). The membership of ACED consists of three (3) Administrators, three (3) educators representing various grade levels, one being a Dover-Sherborn Education Association Executive Board Member, and the Superintendent, or their delegate representative, serving as chairperson ex-officio. The Administrators and educators on the ACED shall have equal voice in making recommendations to the Superintendent. The Athletic Director may be consulted by the ACED when considering Athletic roles. Elementary (Dover or Sherborn) representation will be required when addressing issues affecting either or both districts.

   The following procedures will be held annually to allow for additions and deletions to the current list of Extra Compensatory Assignments, along with ratio changes as recommended by the ACED to the Superintendent and will be brought before the Committee.

   a. In May of each year, the Building Administrators and/or Superintendent will post all Appendix C positions to be filled for the upcoming school year and assign roles by the end of the school year in June.
   b. By September 30th, Administration will prepare and present an athletic enrollment report to the Regional School Committee. Athletic positions to be added or deleted will first be reviewed and approved by the Athletic Advisory Committee (AAC) and their findings shall be made as a recommendation to the ACED. The AAC shall not consider the salaries/ratios for added positions or changes to the salaries/ratios for existing positions.
   c. Requests for changes (additions, deletions, ratios, and other salary arrangements) must be made by staff and administrators to the ACED in writing by November 1st.

d. The ACED will meet by December1st to review requests and make recommendations to the Superintendent in writing who will bring these recommendations to the appropriate school committee at their December meeting.
e. The school committees will consider changes to the current year's budget and grant final approval as needed.
f. All requests submitted by November 1st to the ACED will be notified of the outcome in writing.
g. If the ACED makes any changes to the list of extra compensatory positions, including the addition of or removal of positions and/or changes to ratios that are subsequently approved by the Committee, an updated list will be provided to the Association and all bargaining members.

APPENDIX D
EVALUATION AGREEMENT

DOVER-SHERBORN PUBLIC SCHOOLS

PROFESSIONAL GROWTH & EVALUATIONSYSTEM

October 2021

"To enter into dialogue presupposes equality amongst participants. Each must trust the others; there must be mutual respect and love (care and commitment). Each one must question what he or she knows and realize that through dialogue existing thoughts will change and new knowledge will be created." – Paulo Freire

Formation

A Memorandum of Understanding (MOU) committee was formed in response to issues raised during the 2017 Dover-Sherborn Education Association (DSEA) contract negotiation process. Teachers and administrators expressed concerns about the efficacy of the evaluation system in place at that time. There was consensus among those involved in the negotiation process that the existing evaluation instrument had limited value in informing or enhancing educators' practice and that the process itself was unnecessarily time-consuming.

Purpose

A standing joint committee consisting of 8 members of the DSEA, 3 school committee members and four administrators, shall be established to review the Professional Growth and Evaluation System developed in January 2013 for the purpose of improving the efficiency and quality of the evaluation process for educators. The joint committee will be charged with preparing a draft Memorandum of Agreement amending/replacing the Professional Growth and Evaluation System and incorporating revisions to Article 27 sections A and B and any other relevant articles consistent with those changes. The draft Memorandum of Agreement will include a recommendation regarding timelines for implementation.

In October 2021, the Dover School Committee, Sherborn School Committee, Dover-Sherborn Regional School Committee and Dover-Sherborn Educators' Association voted to approve the updated evaluation system as outlined below.

Committee Membership

Amanda Brown, *Sherborn School Committee*
Maggie Charron, *Regional School Committee*
Ann Dever-Keegan, *High School Assistant Principal*
Leonie Glen, *DSEA Co-President*
Judy Gooen, *DSEA Co-President*
Renee Grady, *Chickering Educator*
Allison Gullingsrud, *Pine Hill Assistant Principal*
Mark Healey, *Dover School Committee*
John Hickey, *High School Department Chair*
Kristen Loncich, *High School Educator*
Heather Mackay, *Pine Hill Educator*
Elizabeth McCoy, *Assistant Superintendent*
Kate McCarthy, *Director of Student Services*
Laura McGovern, *High School Educator*
Pam Ritchie, *Pine Hill Educator*

Mission

The ultimate mission of the educators' evaluation process is to ensure that:

- Every educator has a common understanding of high quality educational practice and has both the time and shared language to engage in discourse about these practices.
- Every educator benefits from a culture in which professional growth and evaluation are inseparable aspects of educational practice.
- Every educator is expected to consider their students' needs using a wide range of ways to assess student growth and propose one or more challenging goals for improving student learning. They will be able to monitor progress carefully and analyze the impact of their hard work.
- Every educator is encouraged to consider team goals, a clear indication of the value the process places on both collaboration and accountability.
- Every educator will assess their own performance and propose at least two "SMART" goals for improving their own practice. A formal process for reflection and Self-assessment creates the foundation of a new opportunity for educators to chart their own course for professional growth and development.
- Every educator will be using a rubric that offers a detailed picture of practice at four levels of performance. State-wide rubrics set the stage for both reflection and the dialogue about practice that our profession seeks.
- Every educator will compile and present evidence and conclusions about their performance and progress on their goals, ensuring that the educator voice is critical to the process.

Introduction to the Professional Growth & Evaluation System

The purpose of the Dover-Sherborn Public Schools' Professional Growth and Evaluation System is to establish a structure to improve students' learning experience by creating a comprehensive understanding of an educator's work, by supporting professional development, and by assuring accountability according to the appropriate rubric (for counselors, librarians, nurses, or teachers).

Improving one's practice begins with the recognition that educating young people is a complex process, certain aspects of which can be studied, understood, and described in terms of certain categories, indicators, and attributes of effectiveness.

The educator's professional skills are assessed and evaluated utilizing a variety of data sources on the basis of these indicators of effective practice. These include classroom observations, conferences, and analyses of student artifacts. The intended outcomes of the process are several: to foster continuous self-examination of professional skills; to foster professional growth; to commend professional achievement; to provide a rational and reliable basis for making recommendations for improvement of professional practice and instruction; and to provide a basis for making employment decisions.

In the context of supervision and evaluation, a major role of the supervisor is to provide focus and feedback for the educator about performance issues, to support and stimulate the educator's thinking

about instructional decisions and professional practice, and to provide direction regarding program implementation and goals. The evaluator may also request that certain specific areas for improvement be addressed as priorities through the educator's professional development plan. A supervision and evaluation process is most productive when both collaboration and respect exist between the educator and the evaluator.

While the educator is ultimately responsible for continuous professional growth, the supervisor is also responsible for explicitly identifying educator strengths and helping an educator achieve the desired professional growth. In practice, when an evaluator identifies an area that needs improvement, they are responsible for providing recommendations for improvement and for progress monitoring.

Professional development occurs in a variety of ways. Formal courses, mentoring, collegial dialogue, personal assessment and reflection, among others, are the means educators use to realize continuous improvement in the quality of their practice. Central to any professional development are clearly set goals, goal reflection and observation, compelling models of improved practice, deeper understanding of the rationale for improvement following well defined rubrics, opportunities for practice, problem solving, and feedback.

Key Design Features

The Dover-Sherborn Public Schools Professional Growth and Evaluation System contains five key design features:

1. **Alignment with statewide Standards and Indicators for Effective Administrative Leadership and Teaching Practice**, in accordance with the regulations 603 CMR 35.03 and 603 CMR 35.04, intended to promote a statewide understanding about what effective practice looks like.

2. **Two Categories of Evidence** to assess educator performance on the Standards and Indicators: (a) judgments based on observation and artifacts of professional practice, including unannounced observations of practice of any duration; and (b) additional evidence relevant to one or more Performance Standards.

3. **Performance Rating Scale** that is consistent across all districts in the state such that the performance of every educator is consistently rated against the Performance Standards. All educators earn one of four ratings: *Exemplary, Proficient, Needs Improvement*, or *Unsatisfactory* defined in Step 5: Summative Evaluation.

4. **Five-step Evaluation Cycle** that is designed to have all educators play a more active, engaged role in their professional growth and development. Evaluation begins with Self-assessment and concludes with a summative performance rating and a determination of the educator's impact on student learning. It also is a continuous improvement process in which evidence from the summative evaluation and impact on learning determination become

important sources of information for the educator's self-assessment and subsequent goal setting.

FIVE-STEP EVALUATION PROCESS
Step 1: Self-Assessment
Step 2: Analysis, Goal Setting/Review, and Plan Development
Step 3: Implementation of the Plan
Step 4: Mid-Cycle Goals Review (Formative Assessment)
Step 5: Summative Evaluation

5. **Five Educator Plans** that differentiate evaluation by both career stage and performance:

- **Developing Educator Plan**

For educators without Professional Teaching Status, administrators in the first three years in a district, or at the discretion of an evaluator for an educator in a new assignment; one school year or less in length.

- **Two-Year Self-Directed Growth Plan**

For experienced educators rated Proficient or Exemplary on their last evaluation; two years in length.

- **One-Year Self-Directed Growth Plan**

For experienced educators rated Proficient or Exemplary on their last evaluation; one year in length.

- **Directed Growth Plan**

For educators rated Needs Improvement on their last evaluation; up to one school year in length.

- **Improvement Plan**

For educators rated Unsatisfactory on their last evaluation; a minimum of 30 calendar days or up to one school year in length.

Step 1: Self-assessment & Goal Proposal

The first step of the Educator Evaluation cycle is self-assessment and goal proposal. The key actions are for educators to analyze student data, reflect on their performance, and propose a minimum of one student learning goal and one professional practice goal individually and/or in teams.

The process begins the same way for all educators. For every educator, any evaluation Plan begins with Step 1 by way of completing a Self-Assessment and Goal Setting Form. Every educator engages in self-assessment addressing standards of performance and student learning. They then establish at least two goals to be included in the educator's plan for the year. One goal focuses on student

learning and another focuses on improving the educator's own practice. Goals are to be "SMART"; that is,

S = **S**pecific and **S**trategic
M = **M**easurable
A = **A**ction Oriented
R = **R**igorous, **R**ealistic and **R**esults-focused (**the 3 R's**)
T = **T**imed and **T**racked

Team/department goals can be considered.

Step 2: Goal Setting & Plan Development

The second step of the evaluation cycle is goal setting and plan development. The key actions are for educators to share their self-assessments and proposed goals with evaluators; for evaluators to work with teams and individuals in refining proposed goals as needed; for evaluators to ensure that proposed team goals (when applicable) are measurable for individual educators; and for educators and evaluators to develop Educator Plans that identify activities and supports that will drive improvement and progress toward goal attainment.

Each Educator Plan creates a clear path for action that will support the educator's and/or team's professional growth and improvement; aligns with school and district goals; and leverages existing professional development and expertise from within the school to ensure access to timely support and feedback for improvement.

School leadership will be committed to giving educators the agreed-upon support. Collectively, the Educator Plans will shape the professional development and other supports that empower educators to successfully work toward goals that they have identified and prioritized, while continuing to advance school-wide performance.

Step 3: Implementation of the Educator Plan

The third step of the evaluation cycle is implementing the Plan. Responsibility for this step is shared between educators and evaluators. For the duration of their cycle, educators will pursue the attainment of the goals identified in the Educator Plan and collect evidence. Evaluators will provide educators with feedback for improvement, ensure timely access to planned supports, and collect evidence on educator performance and progress toward goals through multiple sources, including formal observations.

The Educator Plan provides a roadmap for dialogue, collaboration, and action. Educators and teams use their Educator Plans as a roadmap for improvement, completing the action steps in quest of progress toward fulfillment of professional practice and student learning goals. Evaluators use

Educator Plans to drive appropriate and timely support for educators and teams. Collectively and individually, educators and evaluators will continue to use rubrics and student data to develop a shared understanding of effective practice, foster ongoing reflection, monitor progress toward goals, and guide decisions as to what evidence to collect.

Plan Descriptions

Developing Educator Plan

The Developing Educator Plan applies to educators without Professional Teacher Status (PTS) pursuant to M.G.L. c.71, §41, to an administrator in their first three years in a district, or, at the discretion of an evaluator, for an educator in a new assignment. The Developing Educator Plan is developed by the educator and the evaluator and is for one school year or less.

1. Plan Name: Developing Educator Plan (for educators without Professional Teaching Status)			
Form Name	***Author***	***Frequency***	***Due Date***
Self-Assessment & Goal Setting Form	Educator	1	October 15
DESE Teacher/Librarian/Counselor/Nurse Rubric	(in Vector)	1	October 15
Goal Setting Meeting		1	October 30
Formal Observation Form (full announced observation)	Evaluator	1	November 15
Reflection & Evidence Form (1 of 2)	Educator	1	February 1
Formative Meeting		1	February 15
Formal Observation Form	Evaluator	3	April 15
End of Year Evidence, Self-Reflection & Summative Form	Educator	1	May 15
Summative Meeting		1	June 15

After being on a Developing Educator Plan for one's first three years of employment and based on the educator's summative performance rating, they may be placed on a Two-Year Self-Directed Growth Plan or on a One-Year Self-Directed Growth Plan.

Educators deemed to need an Improvement Plan at the conclusion of their third year of employment will not be granted Professional Teaching Status and will not have their contracts renewed.

The following three plans apply only to educators with Professional Teaching Status.

Two-Year Self-Directed Growth Plan

The Two-year Self-directed Growth Plan applies to educators receiving a summative performance rating of *Exemplary* or *Proficient.* The Plan is developed by the educator and approved by the evaluator.

The Two-Year Self-Directed Growth Plan begins as it does for any other Plan; that is, an educator on the Plan completes a Self-Assessment and Goal Setting Form. In so doing, the educator engages in self-assessment addressing standards of performance and student learning. The educator then establishes at least two "SMART" goals. One goal focuses on student learning and another focuses on improving the educator's own practice.

Year 1 of Two-Year Plan: Action Research Year

The Action Research Year encourages professional growth, reflection, and collaboration. During the year, educators undertake comprehensive research on a topic that directly correlates to their assignment and that informs their practice.

2. Plan Name: Action Research Year **(for educators previously rated Proficient or Exemplary; one year followed by an observation year)**			
Form Name	***Author***	***Frequency***	***Due Date***
Self-Assessment & Goal Setting Form	Educator	1	October 15
DESE Teachers'/Librarian/Counselor/Nurse Rubric	(in Vector)	1	October 15
Goal Setting Meeting			October 30
End of Year Evidence, Self-Reflection & Summative Form (reflect on goals only)	Educator	1	May 15
Formative Meeting		1	June 15

Depending on one's Summative rating, the subsequent plan may include Year 2 of a Two-Year Self-Directed Plan, a One-Year Self-Directed Plan, a Directed Growth Plan or an Improvement Plan.

Year 2 of Two-Year Plan: Observation Year

The Observation Year provides educators with an opportunity to have an assigned evaluator observe direct classroom instruction and professional practice and provide constructive feedback.

At the conclusion of the second year, the educator shall author and submit a Reflection & Collection of Evidence Form, 1) outlining the attainment of benchmarks and progress on student learning and professional practice goals, and 2) providing artifacts/evidence of performance on the four standards of practice as indicated in the evaluation rubric. One to three pieces of evidence should be submitted for each of the four standards; artifacts may include:

- Products of Practice (i.e. teacher-developed lesson plans or materials, meeting notes, communication logs, etc.)
- Measures of Student Learning (i.e. student work, portfolios, performance assessments, etc.)
- Other Evidence Related to Standards (i.e. student feedback, student surveys, etc.)

The evaluator remains the sole decision-maker with respect to an educator's summative ratings in this Plan.

3. Plan Name: Observation Year **(for educators previously rated Proficient or Exemplary; one year following the action research year)**			
Form Name	***Author***	***Frequency***	***Due Date***
Self-Assessment & Goal Setting Form	Educator	1	October 15
DESE Teacher/Librarian/Counselor/Nurse Rubric	(in Vector)	1	October 15
Goal Setting Meeting			October 30
Formal Observation Form	Evaluator	3	April 15
End of Year Evidence, Self-Reflection & Summative Form	Educator	1	May 15
Summative Meeting		1	June 15

Depending on one's Summative rating, the subsequent plan may include a Two-Year Self-Directed Plan, One-Year Self-Directed Plan, Directed Growth Plan or Improvement Plan.

One-Year Self-Directed Growth Plan

The One-year Self-directed Growth Plan applies to educators receiving a summative performance rating of *Exemplary* or *Proficient.* The Plan is developed by the educator and approved by the evaluator.

4. Plan Name: One-Year Self-Directed Plan **(for educators previously rated Proficient or Exemplary; one year in length)**			
Form Name	***Author***	***Frequency***	***Due Date***
Self-Assessment & Goal Setting Form	Educator	1	October 15
DESE Teacher/Librarian/Counselor/Nurse Rubric	(in Vector)	1	October 15
Goal Setting Meeting			October 30
Formal Observation Form	Evaluator	1	November 15
End of Year Evidence, Self-Reflection & Summative Form (1 of 2)	Educator	1	February 1
Formative Meeting		1	February 15
Formal Observation Form	Evaluator	2	April 15
End of Year Evidence, Self-Reflection & Summative Form (2 of 2)	Educator	1	May 15
Summative Meeting		1	June 15

Depending on one's Summative rating, the subsequent plan may include a Two-Year Self-Directed Plan, One-Year Self-Directed Plan, Directed Growth Plan or Improvement Plan.

Directed Growth Plan

The Directed Growth Plan applies to educators receiving a summative performance rating of *Needs Improvement*. The Plan can be up to one year in length and is developed by the educator and evaluator.

5. Plan Name: Directed Growth Plan **(for educators previously rated Needs Improvement; up to 1 year in length)**			
Form Name	***Author***	***Frequency***	***Due Date***
Self-Assessment & Goal Setting Form	Educator	1	October 15
DESE Teacher/Librarian/Counselor/Nurse Rubric	(in Vector)	1	October 15

Goal Setting Meeting			October 30
Formal Observation Form	Evaluator	1	November 15
End of Year Evidence, Self-Reflection & Summative Form (1 of 2)	Educator	1	February 1
Formative Meeting	Educator	1	February 15
Formal Observation Form	Evaluator	2	April 15
End of Year Evidence, Self-Reflection & Summative Form (2 of 2)	Educator	1	May 15
Summative Meeting		1	June 15

Depending on one's Summative rating, the subsequent plan may include a Two-Year Self-Directed Plan, One-Year Self-Directed Plan, Directed Growth Plan or Improvement Plan.

The Improvement Plan applies to educators receiving a summative performance rating of *Unsatisfactory*. It is a plan for a term of no fewer than thirty (30) calendar days and no more than one (1) school year, developed by the evaluator (603 CMR 35.02).

6. Plan Name: Improvement Plan **(for educators previously rated Unsatisfactory; 30 days to 1 year in length)**			
Form Name	***Author***	***Frequency***	***Due Date***
Self-Assessment & Goal Setting Form	Educator	1	October 15
DESE Teacher/Librarian/Counselor/Nurse Rubric	(in Vector)	1	October 15
Goal Setting Meeting			October 30
Formal Observation Form	Evaluator	2	November 15
Plan Review (Meeting)	Evaluator	1	January 15
Formal Observation Form	Evaluator	4	April 15
Improvement Plan Outcome Form	Evaluator	1	June 15
Summative Meeting		1	June 15

Depending on one's Summative rating, the subsequent plan may include a Directed Growth Plan, nonrenewal, resignation or termination.

According to this process, every educator (even one on a Two-Year Self-Directed Growth Plan) is summatively rated at least every two years by an evaluator, and any educator may be observed at any time by an evaluator per the Collective Bargaining Agreement.

At the conclusion of any Plan, a Summative Form is authored. Information gathered from the educator's work while on their Plan, as well as other sources, shall be used in authoring the Form.

Step 4: Formative Assessment & Evaluation

The fourth step of the educator evaluation cycle is formative assessment or evaluation, during which evaluators assess educator progress toward attaining goals set forth in Educator Plans, performance on rubric categories, or both.

This step ensures an opportunity for educators to receive feedback and suggestions for improvement. Formative assessment of educators' performance will be ongoing and used to prompt reflection, promote dialogue between educators and evaluators, and plan changes to practice, goals, or planned activities when adjustments are necessary. At a minimum, formative assessment of educators' practice will be a mid-cycle opportunity of taking stock, implemented through a review of evidence collected by both the educator and the evaluator. If there are patterns of evidence demonstrating performance that is either unsatisfactory or in need of improvement, this is a critical time for evaluators to discuss this evidence so there are no surprises during the summative evaluation and more importantly, to provide the educator with the opportunity to address areas of concern.

If a concern surfaces at any time, the evaluator will discuss the issue with the educator, after which the evaluator may opt to complete a Notice of Concern. If the evaluator determines the educator's overall performance is no longer satisfactory, the evaluator may move the educator to another plan of the evaluator's choosing.

The use of common planning time, regular faculty meeting breakout sessions, and benchmarking sessions will help the formative assessment stage in the cycle to be (a) familiar and authentic for educators and (b) manageable for evaluators. Evaluators will ensure that they have established an effective system and budgeted time for reflecting on artifacts/evidence in a manner that is thoughtful, is timely and allows for educators' self-identification of strengths and needs.

Although formative review is ongoing during the evaluation cycle, discussion around findings and observations will typically occur at the mid-cycle of an educator's Plan. For example, an educator on a One-Year Self-Directed Growth Plan is likely to participate in a formative assessment (mid-cycle) meeting in January. Educators on a Two-year Self-directed Growth Plan participate in a formative (mid-cycle) evaluation meeting in May or June of the first year of the Two-Year Plan, which is also the midpoint of their evaluation cycle.

Step 5: Summative Evaluation

Every educator who is formally evaluated is ultimately provided a summative rating based on 1) the educator's progress toward attainment of their professional practice and student learning goals and 2) performance as quantified by the evaluation rubric.

Performance Rating

The performance of every educator on schedule to be formally evaluated is based on the performance ratings of *Exemplary, Proficient, Needs Improvement,* or *Unsatisfactory* on each of the seven Categories in the rubric. Ultimately, the educator is assigned an overall summative performance rating of *Exemplary, Proficient, Needs Improvement,* or *Unsatisfactory* based on the total of the Categories (considering the educator's progress towards goal fulfillment).

- ***Exemplary*** performance shall mean the educator's performance consistently and significantly exceeds the requirements of a Category or overall. Exemplary performance represents a level of performance that exceeds the already high standard of *Proficient*. A rating of *Exemplary* is reserved for performance on an Indicator/Category that is of such a high level that it could serve as a model. Moreover, earning *Exemplary* on an Indicator/Category during one evaluation cycle does not mean that the same rating can or should be expected on that Category on future evaluations.
- ***Proficient*** shall mean the educator's performance fully and routinely meets the requirements of a Category or overall. *Proficient* performance is understood to be fully satisfactory. This is the rigorous expected level of performance: demanding but attainable.
- ***Needs Improvement*** shall mean the educator's performance on a Category or overall is below the requirements of the Category or overall, but is not considered unsatisfactory at this time. Improvement is necessary and expected. For new educators, *Needs Improvement* has a different connotation, typically meaning "developing." In other words, that educator might be "on track" to achieving *Proficiency* within three years.
- ***Unsatisfactory*** shall mean that the educator's performance on a Category or overall has not significantly improved following a rating of *Needs Improvement*, or the educator's performance is consistently below the requirements of a Category or overall and is considered inadequate, or both.

Evaluation Rubric

The Educator Evaluation Regulations define rubrics as "scoring tool[s] that describe characteristics of practice or art facts at different levels of performance" (603 CMR 35.02) and are required for every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what effective performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall.

As of October 2021, the Dover-Sherborn schools have officially adopted the rubrics and Standards of Practice defined in the Massachusetts Model Educators' Evaluation System.

Formal Observations

As part of Dover-Sherborn's multi-year evaluation process, every educator will be subject to *at least* three mini-observations every two years. Educators without Professional Teaching Status are subject to at *least* three mini-observations and one full-observation annually. Mini-observations consist of an evaluator dropping-in, unannounced for *at least* 10-15 minutes per visit. Full observations are at *least* 30 minutes in duration and involve a lesson or activity with a clear beginning, middle and end.

Observation dates and times can also be suggested and/or agreed upon (announced) if there is a certain aspect of teaching the evaluator wants to observe or the educator wants the evaluator to observe. Additional observations (possibly including announced or unannounced observations of full lessons) and/or conferences may be held to discuss instructional matters or to address issues that may arise. The majority of observations should be conducted in an instructional setting.

After each observation, the evaluator will provide feedback to the educator by way of a Formal Observation Form. The Form is to be completed and provided to the educator, either in person or electronically, within two school days after a mini-observation and within five school days following a full-observation. The educator may also follow-up with the evaluator. Feedback should include commendations and recommendations for improvement.

Evaluation Authority

- **Principal & Assistant Principal**
  - Faculty & Staff
- **Director of Student Services & Special Education Coordinators**
  - Special Education, Counselors & Nursing Staff
  - Related Service Providers
- **Director of Guidance**
  - Counselors
- **High School Department Chairs**
  - Contributes to Departmental Faculty Members at High School

Timelines/Deadlines

As outlined under each plan type and in the chart below.