

ARTICLE XXIII

MATERNITY LEAVE

Teachers in the Halifax School system will be granted leave in accordance with the law.

Maternity leave beyond the statutory provisions will be granted to a teacher on professional teacher status, without pay or increment, on the following conditions.

1. Leave shall not exceed two (2) full school years beyond the portion of the school year during which birth occurred.
2. The teacher must notify the Superintendent as far in advance as possible prior to her beginning leave date.
3. The teacher must notify the Superintendent, in writing, on or before April 15 of her intention to return the following school year.
4. Appropriate medical evidence of fitness may be required to return from maternity leave.
5. The Superintendent may require that maternity leave begin or end in conjunction with the beginning/ending of a particular marking period to provide for continuity in the educational program.
6. Sick leave provisions shall not apply to maternity leave.
7. **Special Maternity Leave**

Special maternity leave shall be granted to an adopting parent or to a teacher whose spouse gives birth to a child in accordance with the following provisions:

- (a) Leave shall not exceed one (1) full school year beyond the portion of the school year during which the adoption or birth occurred. A teacher who takes a special maternity leave at a time other than at the time of a birth or adoption shall be granted a leave of one (1) school year for the care of his/her child under the age of six.
- (b) The teacher must notify the Superintendent as soon as the pregnancy is determined or when approval for adoption is received.
- (c) The teacher must notify the Superintendent, in writing, on or before April 15 of his/her intention to return the following school year.
- (d) The superintendent may require that this special maternity leave begin or end in conjunction with the beginning/ending of a particular marking period to provide for continuity in the educational program.

- (e) This special maternity leave shall be granted only to teachers with professional teacher status and shall be granted without pay or increment.
 - (f) Sick leave provisions shall not apply to special maternity leave.
8. Applicable to nurses.

ARTICLE XXIV

SABBATICAL LEAVE

1. The purpose of sabbatical leave is to provide an opportunity for doing graduate study, research, and to generally increase the professional ability of members of the teaching staff.
2. To be eligible for sabbatical leave, a teacher must have served in Halifax in that capacity for a period of seven (7) full years prior to the granting of said leave. A teacher shall be eligible for sabbatical leave after each seven (7) full years of teaching service in the Halifax School system.
3. All requests for sabbatical leave must be submitted for approval to the Superintendent on or before April 1 for leave for the following full school year, or during the first semester of the following school year, and on or before October 1 for leave during the second semester of the school year. These requests are subject to Committee approval for the course of study. The Committee shall notify the applicant of its decision to grant or deny the request for sabbatical leave not later than one (1) week after the second regular meeting following receipt of the application. The Committee reserves the right to grant a sabbatical leave to as few as one (1) staff member per semester.
4. Either one (1) full college semester or one (1) full year of sabbatical leave will be granted at one-half the salary the teacher would ordinarily receive if he/she had remained in the active teaching service of the Halifax School Department during the period of leave.
5. The teacher's professional teacher status, regular salary increments, and professional status shall not be impaired as a result of the grant of sabbatical leave.
6. Prior to the granting of sabbatical leave by the Committee, the teacher must enter into a written agreement with the Committee that he/she will return to the service of the public schools of the town of Halifax in a professional capacity for a period equal to twice the length of the sabbatical leave, as provided in State Legislation, Chapter 71, Section 41A, of the General Laws. The method of salary payment during the sabbatical leave and repayment in cases of default shall be established by the Superintendent prior to the period of leave.

ARTICLE XXV

SICK LEAVE

Teachers absent during the school year because of illness, disability, or quarantine, shall receive full pay for each day of absence subject to the following provisions:

1. Sick leave shall be granted and taken only as the teacher is prevented from working because of the valid sickness, injury, or quarantine of the teacher or the quarantine of any member of the teacher's family residing in the same household.
2. In the event it is necessary for a teacher to care for an ill member of his/her immediate family, resident in the same household, the teacher may use up to five (5) days per year of his/her personal sick leave. A member of the bargaining unit may use any of these five (5) days to care for his/her ill parent whether or not the parent lives in the member's home.
3. Each teacher shall be eligible for fifteen (15) days of sick leave at full pay per full school year, or a pro-rated lesser amount if the teacher works less than a full school year. A teacher employed after the beginning of the school year shall be eligible for paid sick leave according to the number of full calendar months remaining in the school year, providing the teacher reports for and completes a full regularly-scheduled workday.
4. A teacher who does not complete the school year, who has taken paid sick leave in excess of the authorized number of days (based on one and one-half [1 ½] days per calendar month worked), shall have deducted from his/her final salary payment an amount of money equal to one (1) day's pay for each day of paid sick leave taken in excess of the authorized amount.
5. Sick leave shall be allowed to accumulate without limitation.
6. A doctor's certificate may be required for benefits under the sick leave plan.
7. Any teacher or nurse with perfect attendance during the school year will receive an incentive bonus equal to one day's pay at 1/184th of their annual salary, to be paid as soon as possible the following fiscal year. A teacher or a nurse shall be considered to have perfect attendance if he/she uses no sick leave beyond the two (2) days provided in the event of the death of an aunt or uncle, and no personal business days during the work year provided, however, that if a teacher applies for a personal day in accordance with the provisions of Article XXII of this Contract as a result of being summonsed to court in a case in which said teacher is not a litigant or does not have any legal interest, this personal day shall not be charged against the teacher's perfect attendance.
8. Applicable to nurses.

ARTICLE XXVI

INSURANCE

1. Group Health, Accident and Life Insurance Plan

All teachers are eligible to participate in the Town's group insurance program; one-half the cost of which is being paid by the Town of Halifax. Neither the Employer nor Town will operate such benefit program, but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. Any claims or disputes concerning eligibility for, or payment of, benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance procedure hereunder. It should be noted that the Blue Cross/Blue Shield program requires notification of sickness or injury within twenty-four (24) hours.

2. Worker's Compensation

The Town's Worker's Compensation Policy covers all school department employees with direct regard to sickness or injury suffered in connection with their employment. The Worker's Compensation Law requires that first notice of sickness or injury be made to the Industrial Accident Board within forty-eight (48) hours after it occurs. Therefore, every employee must report to the Principal as soon as is practicable any and all accidents or sickness that may be employment-connected. Any claims or disputes under the Worker's Compensation Act shall be determined in accordance with the applicable insurance policies and contracts, and shall not be subject to the grievance procedure hereunder.

3. The employee's share of group health insurance premiums shall be deducted from the employee's pay in accordance with Section 125 of the Internal Revenue Service Code, and in accordance with any other state or federal regulations which may apply.

4. Applicable to nurses.

ARTICLE XXVII

GRIEVANCE PROCEDURE

The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Contract. All such grievances shall be handled as provided in this Article. With respect to matters grievable under the Contract, the parties agree to utilize the grievance procedure as their sole and exclusive recourse. If the Committee, Association, or employees represented by the Association initiate a charge or cause of action before a court or any administrative agency, the grievance under the Contract shall be deemed to be waived.

1. The objective of both parties is the prompt resolution of all grievances at the lowest possible organizational level. All grievances shall be promptly considered solely and strictly on their merits.
2. Definitions
 - (a) A **grievance** is a dispute involving the meaning, interpretation, or application of any or all specific provisions of this contract.
 - (b) A **party in interest** is the person or group with the grievance, including nurses, any person who might be required to take action, any person against whom action might be taken, or any witness who might be called during the grievance procedure or in resolving the grievance.
 - (c) The **Grievance Committee** is the committee representing the Association in considering and presenting grievances.
3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved party shall permit the aggrieved party to proceed to the next step.
4. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be considered as acceptance of the decision rendered at that step.
5. A grievance that affects a group or class of teachers from more than one building supervised by more than one Principal, or that is of a general nature, may be submitted, in writing, by the Association to the Superintendent, and the processing of such grievance shall start on Level Two:

6. Procedure

Level One

- (a) All teachers are encouraged to discuss with the Principal any questions concerning the provisions and/or application of this Contract.
- (b) Should any teacher or teachers feel they have a grievance, they should bring it to the Grievance Committee for discussion and clarification.
- (c) Should the teacher or teachers then feel they have a just grievance, the teacher or teachers and, if the aggrieved party wishes and the Association agrees, the Grievance Committee, or its representative, shall present the grievance to the Principal within ten (10) school days of the occurrence on which the grievance is based.
- (d) The Principal will notify the aggrieved party of his/her decision, in writing, within

ten (10) school days of the receipt of the grievance.

Level Two

(a) If the grievance has not been disposed of to the satisfaction of the aggrieved employee and the Association at Level One, or if no decision has been reached within ten (10) school days after receipt of the grievance by the Principal, the grievance shall be referred to the Superintendent by either the aggrieved party or the Association within five (5) school days of the final disposition under Level One. The grievance shall be submitted in writing, shall be signed by the aggrieved party and by the Grievance Committee, and shall specify the provision or provisions of this Contract alleged to have been violated.

(b) Within ten (10) school days after receipt of the written grievance, the Superintendent or his/her designee shall confer with the aggrieved party and the Grievance Committee or its representative. The Superintendent or his/her designee shall render his/her decision, in writing, to the aggrieved party and the Association as soon as possible after this meeting, but no later than ten (10) school days after this meeting.

Level Three

(a) If the grievance has not been disposed of to the aggrieved party's and the Association's satisfaction at Level Two, or if no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance shall be referred to the Committee by either the aggrieved teacher or teachers or the Association within ten (10) school days after the final disposition under Level Two. The grievance shall be submitted in writing, shall be signed by the aggrieved teacher or teachers and by the Grievance Committee, and shall specify the provision or provisions of this Contract alleged to have been violated.

(b) At its next regular meeting or at a special meeting called for the purpose of considering the grievance, the Committee shall meet with the aggrieved party and the Grievance Committee or its representative. The Committee will notify both the aggrieved party and the Association of its decision as soon as practicable after this meeting but no later than ten (10) school days after its next regular meeting.

Level Four

(a) If the grievance has not been disposed of to the aggrieved party's and the Association's satisfaction at Level Three, or if no decision has been rendered within ten (10) school days after the next regular meeting after the Level Three meeting, the Association may refer the grievance to arbitration within ten (10) school days of the final disposition under Level Three. The grievance shall be submitted in writing, shall be signed by the aggrieved party and the Grievance Committee, and shall specify the provision or provisions of this Contract alleged to have been violated. The Committee shall be notified that the Association is referring the grievance to arbitration and shall be

provided a copy of the grievance as it is to be submitted to the Arbitrator.

- (b) The Arbitrator shall be selected by agreement between both parties to this Contract. If both parties do not agree upon an Arbitrator, the selection shall be made by the American Arbitration Association in accordance with its rules and regulations.
 - (c) The Arbitrator shall have no power or authority to change, modify, alter, add to, or detract from any of the provisions of this Contract.
 - (d) The Arbitrator shall hold a hearing on the grievance as soon as it is practicable after his/her selection, giving all parties a full opportunity to be heard.
 - (e) The Arbitrator shall endeavor to render his/her decision, in writing, within thirty (30) calendar days after the close of the hearing. This decision shall be binding on both parties.
 - (f) The expenses of the arbitration proceedings, including the fees and expenses of the Arbitrator, shall be borne equally by the Committee and the Association. Each party shall bear the cost of preparing and presenting its own case.
- 7. Should the Committee feel that any or all provisions of this Contract are being violated by any teacher, group of teachers, or the Association, the Committee shall notify the Grievance Committee of the action in question, the provision or provisions of the Contract alleged to have been violated, and the action the Committee intends to take to correct this alleged violation.
 - 8. Settlements of grievances hereunder shall be retroactive if the case demands, but in no event shall a settlement be retroactive beyond the date on which the grievance was first presented in writing to the Principal or to the Superintendent if the grievance was submitted to the Superintendent under Item #5.
 - 9. The Association agrees that neither it nor its members individually or collectively will cause, condone, sanction, or take part in any strike, walkout, work stoppage, or slowdown or withholding of services during the period that this Agreement is in effect. The Association agrees that it will use its best efforts to secure immediate return to work if any interruption of work by an employee occurs. Any employee who violates this provision shall be subject to discipline and/or discharge. The only matter subject to the grievance and arbitration procedure is the question of participation in any of the acts prohibited by this section.
 - 10. Election of Remedies – Any suspension or termination of a teacher may be processed under General Laws, Chapter 71, Section 42 or 42D or under the grievance procedure, but not processed under both.

ARTICLE XXVIII

DEDUCTIONS

1. Teachers who are members of the Halifax Teachers Association, Massachusetts Teachers Association, National Education Association, or all three Associations may have dues deducted from their salary checks if they so desire. These deductions will be made in accordance with the system in effect in the Silver Lake Regional School District.
2. Century Bank, Educator's Division payments or Plymouth County Federal Credit Union payments will be deducted from the salary of any teacher who so wishes, providing there is no liability or responsibility on the part of the Town or the Committee in this Agreement.
3. Applicable to nurses.

ARTICLE XXIX

SALARY PROVISIONS & SCHEDULES

1. The salary schedule included in this Contract shall be used in determining the teachers'/nurses' salaries.
2. All teachers covered by this Agreement shall be paid in twenty-one (21) equal installments, with the last payment due on or before June 30, or in twenty-six (26) equal payments, with the last five (5) payments due on or before June 30, provided that the service required by this Agreement, relative to the length of the school year and the number of days teachers are required to be in attendance, has been rendered.
3. The salary of a teacher commencing service in Halifax shall be determined by the Principal with the approval of the Superintendent, upon the appraisal of training, experience, and other qualifications at the time of appointment.
4. Advancement from any one step to another shall take place only at the beginning of the school year. Change from one degree level to another shall take place at the beginning of the school year or on January 1, so long as the teacher anticipating such change shall notify the Superintendent, in writing, of the potential change at least sixty (60) days before the effective date of the change.
5. The Committee reserves the right to exceed any salary step or the maximum salary upon recommendation of the Superintendent in order to foster special skills or for extra services.
6. One day's salary shall be considered 1/184th of the annual salary.
7. Applicable to nurses.

8. **Salary Schedules** - see Appendix A.

ARTICLE XXX

SEVERANCE

The employees covered by this Contract who retire after twenty-five (25) years of service in the Halifax School System shall be compensated for unused, accumulated sick leave in accordance with the following provisions:

1. If an employee who otherwise qualifies pursuant to the above language wishes to retire, she/he must notify the Superintendent of Schools in writing of her/his intention on or before February 1, of the fiscal year preceding the fiscal year in which the employee intends to retire in order to be eligible to receive any severance benefits pursuant to this Article.
2. For an employee who otherwise qualifies for a severance benefit and retires pursuant to paragraph 1, his/her compensation shall be paid in a lump sum in the payroll as close to the effective date of retirement as is possible.
3. The computation of this benefit shall be based upon fifty percent (50%) of the employee's unused, accumulated sick leave, or fifty (50) days, whichever is lower. Said computation shall be based upon the employee's rate of pay at the time of retirement.
4. This Article shall be applicable to Nurses.

ARTICLE XXXI

MANAGEMENT RIGHTS

The Halifax School Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by Statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights, and duties that it has by law, and may exercise the same at its discretion without any such exercise being made a subject of a grievance proceeding.

ARTICLE XXXII

GENERAL

1. The Committee and the Association will be responsible for the printing and distribution of copies of this Agreement and shall share the costs equally of such printing and distribution.

2. Members of the bargaining unit who present workshops to the staff shall be paid one hundred dollars (\$100.00) for a workshop of up to two (2) hours in length. In addition, said member of the bargaining unit shall receive professional development points (PDP's) for presenting such a workshop to the staff.
3. An ongoing mentoring program shall be established in the Halifax Elementary School to comply with the Massachusetts Education Reform Law and to provide a means to attract and retain qualified new teachers in Halifax.
4. A member of the bargaining unit with fifteen or more years of completed service in Halifax is eligible to receive longevity payments in the amount of three thousand dollars (\$3000.00) per year for three (3) consecutive years. The member may elect which three years to receive annual optional longevity payments by notifying the Superintendent in writing of his/her desire to receive the longevity payments by January 15 of the school year preceding the school year in which the longevity payments are to commence. Eligible members will be entitled to the entire sum of nine thousand dollars (\$9000.00) regardless of the date of severance from employment. Eligibility of a member of the bargaining unit to receive any payment pursuant to Article XXX, Severance, of this Agreement shall cease once a member elects to receive payments under this optional longevity program herein described.

ARTICLE XXXIII

SEVERABILITY

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

ARTICLE XXXIV

TERMS AND AMENDMENTS

This Agreement shall be effective on July 1, 2011, and shall continue in effect to and including June 30, 2014, and shall thereafter automatically renew itself for successive terms of one (1) year, unless by October 1 prior to the expiration of this Agreement, either the Committee or the Association shall have given the other written notice of its desire to amend or terminate this Agreement. This Agreement may be amended, by agreement of the parties, at any time by an instrument in writing. Any such amendment shall be appended to, and made a part of this Agreement, and shall be effective as of a date agreed to by both parties to the Agreement.

ARTICLE XXXV

RATIFICATION

This Contract is hereby ratified by the Halifax Teachers Association and the Halifax School Committee.

COMMITTEE:

By

Lisa Gilbert

9/22/12

Date:

ASSOCIATION:

By

Kerry W Daigler

10-3-12

Date:

APPENDIX A

HALIFAX TEACHERS SALARY SCHEDULE

2011-2012 WORK YEAR

STEPS	BACHELORS	B+15	B+30	MASTERS	M+15	M+30	CAGS
1	42,799	43,895	44,902	45,912	47,005	49,032	50,582
2	45,140	46,226	47,242	48,246	49,338	51,364	52,925
3	47,472	48,563	49,576	50,582	51,679	53,701	55,254
4	49,810	50,896	51,906	52,925	54,007	56,033	57,598
5	52,140	53,228	54,247	55,254	56,345	58,367	59,927
6	54,476	55,569	56,580	57,598	58,686	60,706	62,265
7	56,822	57,903	58,916	59,927	61,014	63,042	64,602
8	59,153	60,238	61,250	62,265	63,351	65,380	66,934
9	61,491	62,575	63,588	64,602	65,694	67,716	69,274
10	63,828	64,910	65,921	66,934	68,025	70,050	71,612
11	66,156	67,250	68,260	69,274	70,364	72,382	73,942
12	70,525	71,650	72,688	73,738	74,854	76,942	78,538
S-1	72,641	73,799	74,869	75,950	77,100	79,250	80,894
S-2	72,994	74,158	75,232	76,319	77,474	79,635	81,286
S-3	73,346	74,516	75,596	76,687	77,848	80,020	81,679
S-4	73,699	74,874	75,959	77,056	78,223	80,404	82,072

HALIFAX TEACHERS SALARY SCHEDULE**2012-2013 WORK YEAR**

STEPS	BACHELORS	B+15	B+30	MASTERS	M+15	M+30	CAGS
1	43,869	44,992	46,025	47,060	48,180	50,258	51,847
2	46,269	47,382	48,423	49,452	50,571	52,648	54,248
3	48,659	49,777	50,815	51,847	52,971	55,044	56,635
4	51,055	52,168	53,204	54,248	55,357	57,434	59,038
5	53,444	54,559	55,603	56,635	57,754	59,826	61,425
6	55,838	56,958	57,995	59,038	60,153	62,224	63,822
7	58,243	59,351	60,389	61,425	62,539	64,618	66,217
8	60,632	61,744	62,781	63,822	64,935	67,015	68,607
9	63,028	64,139	65,178	66,217	67,336	69,409	71,006
10	65,424	66,533	67,569	68,607	69,726	71,801	73,402
11	67,810	68,931	69,967	71,006	72,123	74,192	75,791
12	72,288	73,441	74,505	75,581	76,725	78,866	80,501
S-1	74,457	75,644	76,741	77,849	79,028	81,231	82,916
S-2	74,819	76,012	77,113	78,227	79,411	81,626	83,318
S-3	75,180	76,379	77,486	78,604	79,794	82,021	83,721
S-4	75,541	76,746	77,858	78,982	80,179	82,414	84,124

HALIFAX TEACHERS SALARY SCHEDULE**2013-2014 WORK YEAR**

STEPS	BACHELORS	B+15	B+30	MASTERS	M+15	M+30	CAGS
1	44,966	46,117	47,175	48,236	49,385	51,514	53,143
2	47,425	48,566	49,634	50,688	51,836	53,964	55,604
3	49,875	51,022	52,086	53,143	54,295	56,420	58,051
4	52,332	53,473	54,534	55,604	56,741	58,870	60,514
5	54,780	55,923	56,993	58,051	59,197	61,322	62,961
6	57,234	58,382	59,444	60,514	61,657	63,779	65,417
7	59,699	60,834	61,899	62,961	64,103	66,234	67,872
8	62,148	63,288	64,351	65,417	66,558	68,690	70,323
9	64,604	65,743	66,807	67,872	69,020	71,144	72,781
10	67,059	68,196	69,258	<u>70,323</u>	71,469	73,596	75,237
11	69,505	70,655	71,716	72,781	73,926	76,046	77,685
12	74,095	75,277	76,368	77,471	78,643	80,837	82,514
S-1	76,318	77,535	78,659	79,795	81,003	83,262	84,989
S-2	76,689	77,912	79,041	80,183	81,396	83,667	85,401
S-3	77,059	78,288	79,423	80,569	81,789	84,071	85,814
S-4	77,430	78,664	79,804	80,957	82,183	84,474	86,227

APPENDIX B

HALIFAX NURSES SALARY SCHEDULES

STEP	2011-2012	2012-2013	2013-2014
1	34,237	35,093	35,970
2	36,111	37,014	37,939
3	37,977	38,926	39,900
4	39,848	40,844	41,865
5	41,714	42,757	43,826
6	43,580	44,670	45,786
7	45,457	46,593	47,758
8	47,322	48,505	49,718
9	49,194	50,424	51,684
10	51,062	52,339	53,647
11	52,925	54,248	55,604
12	56,420	57,831	59,276
S-1	58,536	59,999	61,499
S-2	58,889	60,361	61,870
S-3	59,241	60,722	62,240
S-4	59,594	61,084	62,611

A nurse shall be reimbursed up to two hundred fifty dollars (\$250) per work year for uniform expenses upon request, accompanied by appropriate documentation. Reimbursement money shall be paid on or before June 1 of each work year.

Appendix A and Appendix B

In all of the preceding salary schedules for teachers and nurses which include Steps S1, S2, S3, and S4, members of the bargaining unit shall be eligible to receive the salary listed in those steps in the following manner:

Members of the bargaining unit who have completed twelve (12) years of service in the Halifax Public Schools shall be eligible for Step S1 beginning in their thirteenth (13th) year of service.

Members of the bargaining unit who have completed fifteen (15) years of service in the Halifax Public Schools shall be eligible for Step S2 beginning in their sixteenth (16th) year of service.

Members of the bargaining unit who have completed twenty (20) years of service in the Halifax Public Schools shall be eligible for Step S3 beginning in their twenty-first (21st) year of service.

Members of the bargaining unit who have completed twenty-five (25) years of service in the Halifax Public Schools shall be eligible for Step S4 beginning in their twenty-sixth (26th) year of service.

APPENDIX C
TEACHER PERFORMANCE STANDARDS
FOR THE
HALIFAX SCHOOL DEPARTMENT

A. STATEMENT OF PHILOSOPHY

This evaluation program was developed with a commitment to providing students with the highest quality instruction possible. An open and honest communication between the evaluator and the teacher should function as a major component in accomplishing this goal. This process must be conducted in a positive, constructive, and supportive manner.

B. GENERAL OBJECTIVES OF EVALUATION

- To improve the quality of classroom instruction.
- To promote the professional growth of staff.
- To enhance communication between evaluators and teachers.
- To foster professional satisfaction among the teaching staff.
- To accumulate data in an objective, accurate manner as a prerequisite for personnel decisions.
- To verify that district educational goals and curricula are being implemented and achieved.

C. TEACHER PERFORMANCE STANDARDS

[Principles I - VII from the Commonwealth of Massachusetts Board of Education documents entitled: **PRINCIPLES OF EFFECTIVE TEACHING AND EXAMPLES OF DESCRIPTORS**]

D. EVALUATION PROCEDURES

1. Frequency of Evaluation

Assessment of performance is recognized as the most important strategy to be utilized in promoting and maintaining the highest quality educational experiences and opportunities for our students. Such assessment, in addition to promoting professional growth, shall be based on teacher performance in the classroom, within the school building, and within the profession. As such, the following represents the **minimum** number of formal evaluations to be performed for the benefit of the school's teaching personnel:

a. Teachers serving WITHOUT Professional Status

- (1) Year #1 of Employment

In year #1 of employment in the schools, teachers will be formally observed three (3) times. Additionally, a year-end summary evaluation will be completed and presented to the evaluatee for signature by June 1.

(2) Year #2 and #3 of Employment

In years #2 and #3 of employment in the schools, teachers will be formally observed two (2) times. Additionally, a year-end summary evaluation will be completed and presented to the evaluatee for signature for June 1.

b. Teachers serving WITH Professional Status

Teachers with Professional Status will be evaluated over a two-year cycle. However, teachers on Professional Teacher Status not performing satisfactorily will be excluded from this requirement. The cycle will include three phases: goal setting (including a conference between the evaluatee and evaluator during the first year of the cycle); formal observation (or mutually agreed upon alternative assessment method) during the second year of the cycle; and a summative evaluation at the end of the two-year cycle. At the elementary level this summative evaluation will be prepared by the building administrator and presented to the evaluatee for signature by June 1. At the secondary level the summative evaluation will be prepared by the coordinator and/or administrator with input from the building administrator and presented to the evaluatee for signature by June 1.

c. Teachers serving at more than One School Site

Teachers who serve in more than one school site will be assigned an evaluator annually by the Superintendent. Such assignments will be annually communicated by the Superintendent to the teachers so impacted. The evaluator will author the observations/summative evaluations of such personnel in conjunction with other supervisors under whom the teacher serves.

E. OTHER EVALUATION FACTORS

1. A pre-observation conference will be held not more than five (5) school days prior to the observation.
2. A copy of the final observation document will be provided by the evaluator to the evaluatee within five (5) school days of the post-observation conference.

3. Evaluatees are required to sign formal observations/summative evaluations. Their signature implies that the evaluatee is aware of and has read the observation/summative evaluation. It does not imply consent with the content.
4. If so desired, evaluatees may attach statements to their formal observations/summative evaluations. Such statements shall be submitted to the evaluator within five (5) school days of receipt of the observation/summative evaluation. These statements may serve to qualify, confirm, or rebut, statements made by the evaluator.
5. All timelines with respect to the pre-observation conference, the observation period, the post-observation conference, and the return of a signed copy of the evaluation will be adhered to except where there are extenuating circumstances.
6. Optimally, classroom observations will be made over a full class period. However, observations may be less than a full class period in duration, but not less than thirty (30) minutes, provided that the evaluator was present from the beginning of the class period, unless it is mutually agreed that the evaluator remained for a sufficient time to observe the sequence of the lesson. A teacher will not be observed for more than one class period in a given day unless mutually agreed.
7. Through mutual agreement, teachers may be evaluated through alternative assessment methods including but not limited to portfolios, journals, goal setting, and multiple class visits.
8. Plan of Assistance:

Any narrative which indicated that a standard(s) has not been satisfactorily met could become the focus of a Plan of Assistance. The Plan of Assistance shall be written by the evaluator with the input of the evaluatee at the post-observation conference or a subsequent conference held for that purpose. The Plan of Assistance process shall begin upon the completion of this conference.

The Plan of Assistance shall include the following documentation:

- a. State the problem(s)
- b. Provide suggestions/strategies for improvement
- c. Establish timelines whereby the standard shall be met
- d. State possible consequences if the standard is not met
- e. State the criteria to be used in determining if the standard has been met

As the ultimate goal of a Plan of Assistance is improved performance, and with the recognition that improvements are generally made in incremental steps, not more than one (1) Plan of Assistance shall be written per evaluation cycle. Teachers whose evaluations indicate a need for improvement may have additional

observations scheduled.

F. GENERAL

1. It is the responsibility of the Superintendent of Schools to ensure that both evaluators and teachers have training in the general principles of supervision and evaluation and that evaluators have or have available to them expertise in the subject matter or area to be evaluated. Evaluations will be conducted by any or all of the following:

Superintendent, Assistant Superintendent, Principals, Assistant Principals, Coordinators/Directors, and/or Administrator of Special Education.

2. The evaluation process shall be free of racial, sexual, religious, and other discrimination as defined by state and federal law.

G. EVALUATION INSTRUMENTS

The following pages contain the Observation/Evaluation Form and Year-End Summary Evaluation Form.

CLASSROOM OBSERVATION and TEACHER EVALUATION REPORT

Department: _____

Teacher: _____ Building: _____

Date: _____ Period of Day: _____ Assignment: _____
Course/Level/Grade

Time: _____ From: _____ To: _____

Please refer to the *Principles of Effective Teaching*

A. Description/Objectives of Lesson:

B. Critique of Lesson:

C. Commendations:

D. Recommendations:

Evaluator's Signature: _____ Date _____

Teacher's Comments:

Teacher's Signature: _____ Date _____

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SUMMATIVE EVALUATION REPORT FORM

Name: _____

Evaluation Period: From: _____ To: _____

School: _____ Assignment: _____

Evaluators: _____

Evaluators' Signatures: _____ Date: _____

Teacher's Comments:

Teacher's Signature: _____ Date: _____

