

CONTRACT AGREEMENT

between the

SILVER LAKE REGIONAL SCHOOL COMMITTEE

and the

SILVER LAKE EDUCATION ASSOCIATION

Units A, B and C

2014-2017

**SILVER LAKE REGIONAL
SCHOOL COMMITTEE**

**SILVER LAKE EDUCATION
ASSOCIATION**

Chairperson

President

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ARTICLE I

PREAMBLE

Pursuant to the provisions of Section 1781 of Chapter 149 of the General Laws of Massachusetts, this contract is made this 1st day of September, 2014 by the School Committee of the Silver Lake Regional School District (hereinafter referred to as "the Committee") and the Silver Lake Education Association (hereinafter referred to as "the Association"). Recognizing that our prime purpose is to provide education of the highest quality for the children of the Silver Lake Regional School District and that good morale within the staff of the Silver Lake Regional High and Middle Schools is essential to the achievement of that purpose, we the undersigned parties of this contract, declare that:

1. Under the law of Massachusetts, the Committee, elected by the citizens of the Silver Lake Regional School District and appointed by member Town School Committees, has final responsibility for establishing the educational policies of the Silver Lake Regional School District;
2. The Superintendent of Schools of the Silver Lake Regional School District (hereinafter referred to as "the Superintendent") has responsibility for carrying out the policies so established;
3. The teaching staff of the public schools of the Silver Lake Regional School District has responsibility for providing education of the highest possible quality within the classrooms of the schools;
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
5. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II

RECOGNITION

- A. 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 representative of the following professional employees (as such employees are defined in Section 178G of Chapter 149 of the General Laws of Massachusetts) of the Committee.

Unit A. Full time and part-time High School teachers, full time and part-time Middle School teachers, full time and part-time Vocational School teachers, full time or part-time Guidance Counselors, full time and part-time Librarians, Coaches, and Supervisors of extracurricular activities, excluding all other employees.

Part-time Teachers.

- a. This is to mean all those employed under contract and/or for the full year.
- b. Their salary shall be equal to that percentage of the salary schedule that they work. (i.e. A teacher who works 1/3 day shall receive 1/3 of the proper salary step.)
- c. Their sick leave shall be allotted proportional to the length of the workday.
- d. They shall be covered by the same insurance as is offered to the full-time staff.

Unit B. Nurses. Unless otherwise referred to, the employees in the above Unit A will hereinafter be referred to as "teachers". This contract applies to Unit B only where specifically stated.

Unit C. In-School Suspension/Discipline-Community Service Specialist(s) This contract applies to Unit C only where specifically stated.

- B. As sole collective bargaining agent, the Association will bargain for all employees covered by this contract without regard to race, color, creed, national origin, political activities, association activities, sex, marital status, or previous affiliation with other teacher organizations.
- C. The Committee shall require, as a condition of employment during the term of this Agreement, that employees who are not members of the Association pay a service fee to the Association. Payment of this service fee must be made within thirty (30) days after an employee begins employment or after the effective date of this Agreement, whichever is later. The amount of the service fee is equal to the amount required to become and remain a member in good standing of the Association and its affiliates to which membership fees are paid.

The Association shall comply with the requirements of Mass. Gen. Laws, Ch. 150E, Sec. 12, relating to approval of imposition of an agency service fee and rebate of portions of that fee under certain conditions. The Association shall indemnify and save or hold the Committee harmless against all claims, demands, suits or other form of liability which may arise by reason of any action taken pursuant to this Article.

- D. The Committee and the Association agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, color, religion, national origin, political activities, association activities, sex, or marital status.
- E. Except as specifically abridged, delegated, granted, or modified by this contract or any supplement thereto or by Section 178 of Chapter 149 of the General Laws of Massachusetts, all of the rights, powers, and authority held by the Committee, under law, prior to the effective date of this contract are retained by the Committee and the exercise of said rights, powers, and/or authority shall not be subject to the grievance procedure and/or arbitration.
- F. Before the Committee adopts a change in policy which affects wages, hours, or other conditions of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request, in writing, with the Committee within five (5) days after receipt of said notice.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions:

- 1. A "grievance" is defined as a complaint by a teacher or group of teachers that as to the complaint there has been a violation, misinterpretation or inequitable application of the provisions of this agreement.
- 2. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment covered by this contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee.

C. Procedure:

LEVEL ONE: The aggrieved employee shall present the grievance in writing to his/her principal who shall, within ten (10) school days thereafter, meet with the employee and the said President, Chairperson, or his/her designee in an effort to settle the grievance.

LEVEL TWO: If at the end of ten (10) school days next following such presentation the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) school days thereafter, file with the President of the Association, the Chairperson of its Grievance Committee, or his/her designee a written statement of the grievance. Within ten (10) school days thereafter, such statement shall be reviewed with the employee by the said President, Chairperson, or his/her designee, and if after such review the employee shall so desire, the grievance shall forthwith be presented in writing by the employee and the said President, Chairperson, or his/her designee to the Superintendent, who shall, within five (5) school days thereafter, meet with the employee and the said President, Chairperson, or his/her designee in an effort to settle the grievance.

LEVEL THREE: If at the end of ten (10) school days next following such presentation to the Superintendent the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) school days thereafter, notify the said President, Chairperson, or his/her designee in writing of the employee's desire to have the grievance presented to the School Committee; and, within five (5) school days following receipt of any such notice, the Grievance Committee of the Association shall meet with said President and the employee to decide whether or not the Association shall present the grievance to the School Committee. If the Grievance Committee shall so vote, the grievance shall forthwith be presented in writing by the Association to the School Committee; and the School Committee shall meet with the Grievance Committee, the said President, and the employee in an effort to settle the grievance at the School Committee's next regularly scheduled meeting.

LEVEL FOUR: If at the end of twenty (20) school days next following presentation of the grievance in writing to the School Committee the Grievance shall not have been disposed of to the satisfaction of the Association, and if the grievance shall involve the interpretation or application of any provision of this contract, the Association may, by giving written notice to the School Committee within ten (10) school days next following conclusion of such period of twenty (20) school days, present the grievance for arbitration, in which event the School Committee and the Association shall forthwith submit the grievance to the American Arbitration Association (unless the parties shall have agreed to submit the grievance to some other arbitrator) for arbitration in accordance with the applicable rules of said American Arbitration Association. The expense of such arbitration shall be shared equally by the School Committee and the Silver Lake

Education Association and the results of said arbitration shall be final and binding upon both parties.

D. Miscellaneous:

1. If at the end of the ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the Procedure set forth in Section C (above), the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section C.
2. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
3. No written communication, other document, or record relating to any grievance shall be filed in the personnel files maintained by the School Department of the Silver Lake Regional School District for any employee involved in presenting such grievance.
4. Decisions rendered at levels one through three of the grievance procedure shall be presented in writing setting forth the decisions and reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the Grievance Committee.
5. A grievance involving more than one school may be initiated at level two in accordance with the time limitations set forth in D-1 above.
6. In cases of teacher discipline involving suspension or termination from employment the provisions of M.G.L. c. 71, §§ 42 and 42D shall be followed.
7. This Article is applicable to the employees in Unit B and Unit C.

ARTICLE IV

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Appendices A-1 through A-9 which are attached hereto and made a part thereof.

- B. All employees covered by this agreement will be paid every other Tuesday beginning with the third (3rd) Tuesday of September or in accordance with the payroll schedule for the following years which is distributed before the end of the school year according to one (1) of the options below. The administration shall distribute a form to each teacher prior to the close of school in June requesting each teacher to select an option for the following school year. Teachers who do not indicate a selection by the close of the school year shall be paid in accordance with Option 2. New teachers shall be asked to make their selection as part of the hiring procedure.
1. Twenty-one equal payments with the last payment payable by June 30th except under unusual circumstances.
 2. Twenty-six equal payments with the last five payments payable by June 30th except under unusual circumstances.
- C. Teachers included in the bargaining unit if required to work beyond the work year as prescribed in Sections A-1 and A-2 of Article V will be compensated at the rate of one two-hundredth (1/200th) of their annual base salary for every day or part thereof on which they are required to report to work.
- D. If a day's pay is to be deducted, it shall be at the rate of one two-hundredth (1/200th) of the individual's basic salary.
- E. Stipends paid for athletic positions will be paid in one lump sum upon completion of the season and extra curricular positions.
- F. An employee's current sick time will be recorded and submitted to employees on or by September 15 of each year.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. Work Year

1. The School year is to be considered as running from last Monday in August through June 30th of the following calendar year and will be no more than one hundred and eighty four (184) days, except for new personnel who may be required to attend two (2) additional orientation sessions. The teacher's work year will begin two workdays immediately preceding the student school year. One of these work days shall be used for professional development. The other of these workdays will be used for preparing the classroom for the opening of school, as well as meetings with the Superintendent and the Principal as well as the Housemaster/Assistant Principal. Two other professional development days will

occur during the course of the school year. The final school day will be a half-day for students and include time set aside for duties associated with the normal closing of school for the summer, as determined by the building principal.

2. Such additional days shall be scheduled on weekdays, other than Labor Day, contiguous to and immediately preceding the first day of school and/or during the school year up to the day immediately following the last day of school. These days will not be scheduled on Fridays, before holiday weekends, or before school vacation periods.
3. Guidance counselors shall work five (5) additional days before the teachers' work year and five (5) additional days after the teachers' work year. At the discretion of the Superintendent or his designee, any or all of the additional ten (10) days may be worked during the school year.
4. Section A-1 and A-2 (above) will be applicable to the members of Unit B and Unit C.

B. Workday

1. Teachers shall be in their schools at least fifteen (15) minutes before the start of their scheduled workday and remain at least thirty (30) minutes after the close of their scheduled workday Monday through Thursday.
2. The length of the teachers' workday shall be no more than seven (7) consecutive hours and fifteen (15) minutes Monday through Thursday and seven (7) consecutive hours on Friday including the additional time specified in Section B-1 (above). If the Committee deems it necessary to lengthen the teachers' workday, the additional time to be lengthened shall be negotiated with the Association.
3. The Committee and the Association recognize and agree that a teacher's responsibility to his/her students and profession generally entails the performance of duties and the expenditure of time beyond the regular workday. To this end, the following conditions of employment shall be effective, except in circumstances beyond the control of the School Committee, in the administration of this Contract.
 - a. Teachers may be assigned to detention coverage not to exceed one (1) hour per night. Assignments will be made on a rotation basis. Teachers supervising non-paid co-curricular or extracurricular activities shall not be assigned to detention coverage (unless said activity meets during an activity period). The Principal will determine the existence of co-curricular and extracurricular activities.

- b. Teachers may be required to be present for up to one (1) additional consecutive hour to attend up to three (3) staff or department meetings each month. The limitation on the number of meetings may be exceeded only in emergency situations beyond the control of the administration or for other good and sufficient reason approved in advance by the Principal or his/her Assistant(s).
 - c. All teachers shall be required to attend three (3) evening meetings each school year. In addition, each school year parent conferences will be scheduled during a two-week period following the distribution of second term report cards at the Middle School. The guidance staff will schedule team or individual parent/teacher conferences at the parent's request. Teams will also be asked to identify students at risk of failing for guidance counselors to contact the parent or guardian to set up an appointment. Meetings will be scheduled from 1:40 p.m. to 2:25 p.m. each day (1:40 p.m. to 2:10 p.m. on Friday) during that two-week period. Time not scheduled for parent conference will be designated for student assistance. Attendance at all other meetings will be at the option of the individual teacher.
 - d. Staff or department meetings (b) will not be scheduled on the same day as evening meetings (c).
- 4. The Committee and the Association recognize the specific needs and nature of the position of Guidance Counselor and recognize and agree that a counselor's responsibility generally entails the performance of duties and the expenditure of time beyond the teacher workday as specified in Section B-2 (above). To this end, the following conditions of employment shall be effective.
 - a. The Guidance Counselor's workday shall be forty-five (45) minutes more (Monday through Thursday) than the teacher workday as specified in Section B-2 (above). At the discretion of the Superintendent or his/her designee, the current practice on unassigned time may be continued.
 - b. The Guidance Counselor's hours during the school year shall include up to the equivalent of two (2) additional extended days or evening meetings per month. Extended days or evening schedules will be established by the Principal of each school and/or the Director of Guidance, in consultation with the Guidance Counselors, but shall be limited to no more than four (4) hours per month.
- 5. The Committee and the Association recognize the specific needs and nature of the position of School Librarian. The workday of the librarians shall be thirty (30)

minutes longer than the teacher workday as specified in Section B-2 (above) or its equivalent at the discretion of the Principal.

6. The above Sections B-1, B-2, B-3b, and B-3c will be applicable to the employees in Unit B.
7. In-School Suspension Specialists shall be in their schools at the start of the scheduled school day and will remain at least fifteen (15) minutes after the close of the scheduled school day. Discipline/Community Service Specialists will have a work week consisting of the same number of hours as the In-School Suspension Specialists but that schedule will include afternoon and Saturday hours. When no students are scheduled or assigned, ISS Specialists may be required to cover classes or perform other professional duties without additional pay.
8. In-School Suspension Discipline-Community Service Specialists may be required to be present for up to one (1) additional consecutive hour to attend a staff meeting each month.

C. Teaching Load

1. When the contractual day is based on a seven (7) period day, each teacher shall not be assigned more than six (6) periods per day, or its equivalent, and not more than five (5) subject teaching periods, or its equivalent, except that teachers of special subjects (Home Economics, Industrial Arts, Physical Education, Health, Reading, Music, Art, Learning Disabilities, Speech specialists, Reading specialists, etc.) and Vocational Shop teachers may be assigned to teach a sixth (6th) period in lieu of a supervisory period.
2. When the contractual day is based on an eight (8) period day, each teacher shall not be assigned more than seven (7) periods per day with the same limitations on the number of subject teaching periods as cited in C.1 above. The additional period assigned under an eight (8) period day shall be for coverage of such activities as sustained silent reading, middle school team activities, or a duty.
3. When the contractual day at the High School is based on a Block Schedule, a teacher will be assigned not more than five (5) teaching periods during each two (2) day cycle as indicated below:

	<u>Day 1</u>	<u>Day 2</u>
Teaching Periods	2 (86 minutes each)	3 (86 minutes each)
Duty Period	1 (86 minutes)	0
Unassigned Period	1/2 (43 minutes)	1/2 (43 minutes)
Professional Period	1/2 (43 minutes)	1/2 (43 minutes)

Teachers of special subjects (Home Economics, Industrial Arts, Physical Education, Health, Reading, Music, Art, Learning Disabilities, Reading Specialists, and Speech Specialists, etc.) and Vocational Shop Teachers, may be assigned six (6) periods as set forth in Article V, Sections C1 above. Such teachers will have a full unassigned period each day in lieu of a Professional Period. However, such teachers, at their option, may use part of their unassigned period as a Professional Period. Teachers may select/initiate research, curriculum development, cooperative planning or other educationally relevant activity to be performed during their Professional Period subject to the approval/veto of the Principal.

The Administration will provide written verification of participation in activities that may qualify for professional development points including the nature of the activity and the amount of time spent in accordance with Department of Education regulations.

4. When the contractual day is based on a six (6) period day, in a seven (7) period rotation over seven (7) days, each teacher shall not be assigned more than five (5) periods per day or its equivalent, except that teachers of special Subjects (Home Economics, Practical Arts, Physical Education, Health, Reading, Music, Art, Learning Disabilities, Speech specialists, Reading specialists, etc.) and Vocational Shop teachers may be assigned to teach a sixth (6th) period in lieu of a supervisory period.
5. Other than as provided in Paragraph C.3 and C.4 above, teachers will have a minimum of the equivalent of one (1) class period each day during which they will not be assigned to any duties. The following exceptions will prevail:
 - a. If a teacher who has reported for duty is absent from an assigned period or class or the equivalent due to emergency, illness, or injury; teachers who have an unassigned period or class or the equivalent may be required to cover the class or period. Assignments will be made on a rotating basis.
 - b. If a teacher who has reported for duty is required to be absent from an assigned class or period or the equivalent, teachers who have an unassigned class or period or the equivalent may be required to cover the class or period. Assignments will be made on a rotating basis.
 - c. Teachers will not leave their building during unassigned professional periods without permission from the building principal.
6. Teachers will not be required to teach in more than two (2) subject areas (ex. English and Mathematics).

- a. Senior high teachers will not be required to teach courses or classes requiring more than a total of three (3) teaching preparations within said subject area(s) (ex. Algebra I, Algebra II, and Geometry would be considered three preparations). Letters of side agreement signed by both parties shall allow exceptions to this provision and result in a senior high teacher being assigned more than a total of three (3) teaching preparations within a subject area.
- b. The School Committee in making teacher assignments in the High School shall make an attempt to ensure that no teacher shall have more than three (3) level preparations. The decision of the School Committee shall be final.

The Association recognizes the right of the Superintendent/designee to make a final decision in this area which shall not be subject to the grievance procedure. The Association further recognizes that the intent of the contract language is not to increase staff nor would the Association ask for such an increase.

The School Committee herein commits itself to making every effort to adhere to the spirit of this article.

- c. Middle School teachers will not be required to teach more than five (5) classes or groups, except that teachers of special subjects (Computer, Home Economics, Industrial Arts, Physical Education, Health, Reading, Music, Art, Learning Disabilities, Speech specialists, Reading specialists, etc.) and Vocational Shop teachers may be assigned to teach a sixth (6th) period in lieu of a supervisory period. Effective September 1, 2005, if Middle School teachers are required to teach more than five (5) classes or groups, there shall be no supervisory duties.
 - (1) Groups are presently designated as being high groups, average groups, or low groups.
 - (2) Group designations shall be made by the Principal after conferring with personnel of his/her choosing.
- d. Administration in making teacher assignments in the Middle School shall make an attempt to ensure that no teacher shall have more than three (3) level preparations.
- e. Section 4-c and 4-d (above) apply only to the following subject areas in the Middle School: English, Foreign Language, Mathematics, Science, and Social Studies.

7. Vocational teachers will not be required to teach more than three (3) subject areas (ex. Trade Science, Drawing, and Trade Mathematics) and not more than a total of six (6) different preparations.
8. Teachers will have a duty-free lunch period of not less than the length of the regular student lunch period.
9. Teacher participation in extracurricular activities (ex. clubs, athletic coaching, and similar activities taking place outside the regular workday) will be strictly voluntary, and teachers will be compensated for certain participation in accordance with the provisions of Appendix A.
10. All coaches shall be required to be CPR certified. The Committee will provide for this training.
11. The administration may assign from a volunteer list a teacher during his/her preparation period to teach a class period of an absent teacher. This volunteer list shall be updated during the course of the school year. Teachers who volunteer to teach shall be paid \$10.00 per class period. This provision is renewable annually at the option of the School Committee.
12. The Silver Lake Education Association President shall be released from his/her duty period every day except in the case where he/she teaches a block schedule in which case the President shall be relieved from his/her duties every other day to conduct Association business. The conduct of this business shall not interfere with the work of other employees.

D. Off-Campus Teachers

Off-campus teachers' work schedules shall be the same as the work schedules of teachers regularly assigned to said off-campus building.

E. Tutors

Teachers who are offered tutor assignments shall be paid at the rate of \$30 per hour.

ARTICLE VI

RELIEF FROM NON-TEACHING DUTIES

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach, and his/her energies should, to the extent possible, be utilized to this end.

- B. Teachers will not be responsible for the bookkeeping involved with or the storage of monies which they have collected.

ARTICLE VII

APPLICATION OF THE SALARY SCHEDULE

- A. Each teacher employed in the Silver Lake Regional School District, as of the effective date of this contract, shall be placed on the Salary Schedule at the step appropriate with his/her degree status, creditable years of experience, and other provisions of this contract. The manner of accomplishing this result is set forth in Sections B through K of this Article.
- B. Full credit, not to exceed nine (9) years, will be given for previous teaching experience (if within 12 years) in the subject area in which he/she is to be employed, upon initial employment. Additional credit of one (1) year may be given for military service, Peace Corps, or business experience upon initial employment. Credit beyond the aforesaid one (1) year may be given at the discretion of the Superintendent if, in his/her opinion, the functions performed while in the military service, Peace Corps, or business warrants it. This Section shall be applicable only to new teachers hired after September 1, 1969.
- C. Teachers with previous teaching experience in the Silver Lake School District may upon returning to the system, if within three (3) years, receive full credit on the salary schedule for all teaching experience. Said teachers may receive full credit for military service, Peace Corps, and business experience, up to the maximum set forth in Section B (above). Up to three (3) years of accumulated unused sick leave days will be restored to returning teachers with the exception of teachers returning from an extended leave of absence pursuant to Article XV, Section F, who shall have their unused accumulated sick leave restored to them upon their return.
- D. Teachers not at the maximum step on the salary schedule applicable to them will advance in annual increments for each full year of employment subject to the following conditions:
 - 1. At least ninety (90) school days of full-time employment in an academic year will constitute employment for the full year.
 - 2. The Superintendent may withhold an annual increment in any case where a teacher's evaluations are below a satisfactory level.
- E. To qualify for placement on the Bachelor's degree plus 15 hours level of the basic salary schedule (Appendix A-1), a person must have taken at least fifteen (15) hours of graduate study:

1. in a degree granting program, or
 2. in the teacher's subject area, or
 3. designed to improve professional competence (such courses must be approved in advance by the Superintendent.) A grade of B- or better must have been received in the course. This shall not prevail in a pass fail system. In that case, a pass grade shall be acceptable.
 4. all credits applied to the Bachelor's degree + 15 hours level of the basic salary schedule (Appendix A.1) must have been earned subsequent to the issuance of the Bachelor's degree.
- F. To qualify for placement on the Master's degree plus 15 hours or the Master's degree plus 30 hours levels of the basic salary schedule (Appendix A-1), a person must have taken at least 15 or 30 hours (whichever applies) of graduate study:
1. in a degree granting program, or
 2. in the teacher's subject area, or
 3. designed to improve professional competence (such courses must be approved in advance by the Superintendent.) A grade of B- or better must have been received in the course. This shall not prevail in a pass fail system. In that case, a pass grade shall be acceptable.
 4. all credits applied to the Master's degree + 15 or 30 hours (Appendix A-1) must have been earned subsequent to the issuance of the Master's degree.
- G. Certified Vocational School teachers who do not hold a Bachelor's or Master's Degree will receive \$400.00 for each fifteen (15) hours of approved credit above certification up to a maximum of \$1,200.00 for forty-five (45) or more hours. Such courses must be:
1. in a degree granting program, or
 2. in the teacher's subject area, or
 3. designed to improve professional competence (such courses must be approved in advance by the Superintendent.) A grade of B- or better must have been received in the course. This shall not prevail in a pass fail system. In that case, a pass grade shall be acceptable.

All certified vocational teachers who earn a degree will continue to receive in three increments the \$400.00, \$400.00, \$400.00 differentials for vocational certification after each 15 hours successfully completed toward vocational certification up to \$1,200.00 upon receipt of such certification.

Effective September 1, 2008 Vocational Teachers will continue to receive payment as contained in Art. VII, Para. G. Approved graduate level courses earned after September 1, 2008 may be used to advance to the B + 15 salary column. Once the B + 15 column has been obtained, the next approved graduate level courses of 15 credits will result in an additional payment of \$500, 30 credits for \$1, 000, and 45 credits for \$1,500. Once the teacher has moved to the B + 15 salary column the payments as contained in the current Para. G. will cease.

- H. In September of each year, all credits requiring a salary column change will result in an effective date of the beginning of that school year for such salary column change, provided, however, that any teacher affected submits proof of credits earned or the equivalent to the Superintendent by October 1 of the school year in which due compensation shall become effective. During the remainder of the school year, one (1) additional salary column change will be allowed, and will become effective as of January 1 of that school year, provided the teacher submits proof of credits earned or the equivalent to the Superintendent by February 1st of said school year, and provided further that any teacher anticipating a salary column change to be effective on January 1, so notify the Superintendent in writing on or before October 1 of the school year in which the change is to become effective. A form for the purpose of complying with this section is available at the Central Office of the School District.
- I. Members of Unit B not on the maximum step on the salary schedule (Appendix A-1) applicable to them will advance in annual increments for each full year of employment. At least ninety (90) school days of full-time employment in an academic year will constitute employment for the full year.
- J. At the discretion of the Superintendent credit for prior coaching experience may be given for placement on the Athletic Department Salary Schedule (Appendix A-2). Coaches within the system who move from Freshmen to Assistant positions shall be placed at the salary scale at the lowest step of the new position which would grant them an increase over what they would have received if they had remained in their former position. All coaches will be given a written notification including step placement and salary before the start of the Coaching season.
- K. The Superintendent shall exercise his/her discretion in granting credit for educational background in determining the placement of teachers on the salary schedule.

- L. Pass/Fail courses shall not be considered for lane changes or salary increases if the teacher had the choice of taking the course for a letter grade rather than as a pass/fail course.

ARTICLE VIII

TEACHER ASSIGNMENTS AND TRANSFER

- A. Under normal circumstances, teachers will be given in writing their course assignment by the close of the school year; and their complete daily schedule by August 1. Changes may have to be made at a later date due to circumstances unforeseen by the administration. Teachers will be notified of such change promptly.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily, and for good cause, to teach subjects outside the scope/areas where they hold active or inactive certification and/or their major or minor fields of study.
- C. In making changes in subject assignment, the convenience and wishes of the individual teacher will be considered to the extent that these do not conflict with the best interests of the school system and the pupils.
- D. Teachers who desire a transfer in subject matter assignment will file a written statement of such desire with the principal of their school not later than April 1. Each statement will include the subject to which the teacher desires to be assigned and the reasons for the request. As soon as practicable, and not later than the close of school, the teacher will be notified by the principal of any action taken in regard to his/her request for transfer.
- E. In making a voluntary or involuntary transfer, a teacher's area of competence, quality of teaching performance, and length of service for the Committee will be considered. In the absence of a significant difference in the above factors as determined by the Committee, seniority shall be the determining factor. An arbitrator shall not substitute his/her judgment for that of the Committee unless it is determined that the Committee has not demonstrated that its decision was made on a reasonable basis.
- F. Volunteers shall be solicited before an involuntary transfer is made.
- G. In making a transfer, the conveniences and wishes of the individual teacher will be honored if these do not conflict with the best interest of the school system and the pupils. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher will be notified of

the reasons for the transfer. Notice of transfer will be given to the teachers as soon as possible and under normal circumstances not later than the end of the school year.

- H. All teacher schedules shall be posted as soon as they are completed.

ARTICLE IX

PROMOTIONS

- A.
 - 1. For purposes of this Article, a *promotional position* is defined as any position paying a salary differential and/or any position on the administrator-supervisor level, including newly created promotional positions.
 - 2. An extra compensatory position is defined as any position paying a salary differential which is not considered to be a promotional position including newly created extra compensatory positions.
- B. Whenever any vacancy in a promotional or extra compensatory position occurs during the school year, notice thereof shall be placed on the faculty bulletin board in every school and the Association President shall be sent a copy of said notice as far in advance of the date of filling of the vacancy as soon as possible. The President shall have the responsibility of notifying the Superintendent if the notice has not been posted in any school building. During July and August the President of the Association or his/her designee will be notified.
- C. All teachers will be given adequate opportunity to make application for such positions, and the administration agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. When, in the opinion of the School Administration, all other factors are substantially equal, preference will be given to qualified teachers already employed by the School District, and each teacher who is a finalist will receive written notification of the action taken by the Superintendent. Any other teacher interviewed who is not a finalist will receive written notification of the fact that the teacher was not selected. The decision of the Superintendent will not be subject to the grievance or arbitration procedure.
- D. Whenever practicable, vacancies will not be filled within two (2) weeks and ordinarily not within thirty (30) days from the date the notice of vacancy is given or mailed to the teachers.
- E. Appointments to promotional or extra compensatory positions will be made without regard to race, color, creed, religion, national origin, sex, age, or marital status.

- F. This article is applicable to the employees in Unit B and Unit C.

ARTICLE X

TEACHER EVALUATION

- A. Educators evaluations will be conducted in accordance with the procedures and standards contained in Appendix D.
- B. Personnel Files:
1. A teacher will have the right, upon written request, to review the content of his/her personnel files.
 2. No material originating after original hiring which is derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel files unless the teacher has had an opportunity to review the material.
 - a. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with express understanding that such signature in no way indicates agreement with the contents thereof.
 - b. The teacher will also have the right to submit a written answer to such material. His/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Miscellaneous:
1. Any official complaints regarding a teacher made to any member of the Committee by, or coming to, the Superintendent or the teacher's building principal from any parent, student, or other person will be promptly called to the attention of the teacher.
 2. The Association recognizes the authority and responsibility of the administration to discipline or reprimand a teacher for delinquency in professional performance. Upon request, a teacher is entitled to have a representative of the Association present at an investigatory interview by a member of the administration if the employee reasonably believes such interview might result in disciplinary action.

3. No teacher will be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage without just cause; however, the Association recognizes the right of the Superintendent under law to discharge or not to rehire a teacher without professional teacher status. It also recognizes the right of the Superintendent not to reappoint coaches, or extracurricular activity advisors.

ARTICLE XI

PHYSICAL FACILITIES FOR TEACHERS

To the extent feasible in existing buildings without substantial expenditure or remodeling which would reduce instructional areas and in new buildings, the Committee will provide the following facilities:

1. A communication system so that teachers can communicate with the office from their classrooms in the event of an emergency.
2. Faculty dining facilities completely separate from student dining facilities.
3. Teacher work rooms containing adequate equipment and storage area for supplies to aid in the preparation of instructional materials.
4. A room to be reserved for the exclusive use of the school staff as a faculty lounge. To the extent possible, said room will be in addition to the aforementioned teacher work rooms.
5. A faculty bulletin board in the faculty lounge in each school for the purpose of displaying notices, circulars, and Association material. Copies of all such material will be given to the Principal prior to posting.
6. A Safety Committee consisting of an equal number of representatives from the Committee and the Association shall be established at each school building whose responsibilities shall include monitoring environmental conditions in the work place.

ARTICLE XII

USE OF SCHOOL FACILITIES

- A. The Association will have the right, subject to the approval of the Committee, to use school buildings at a cost of \$5.00 per activity or meeting. However, the Association will

be required to pay for any additional custodial, cafeteria, police, and matron costs resulting due to said activity.

- B. The Association will apply for school use in the same manner and use the same form as prescribed for other groups in requesting use of a school facility.

ARTICLE XIII

SICK LEAVE

- A. Teachers, other than first year teachers, shall be entitled to fifteen (15) days in each school year for absences due to personal illness or injury as of the first day the teacher reports for duty in said school year. This section shall not operate to prevent any teacher from using any accumulated sick leave if he/she is absent due to personal illness or injury at the beginning of the school year.
- B. Sick leave shall accumulate to the extent not used, up to a maximum of two hundred and forty-five (245) days.
- C. A doctor's certificate indicating the nature and continuance of the disability may be required for any absence under this article and shall be furnished, if requested, to the Superintendent or his/her designee if the absence continues for ten (10) consecutive days. A doctor's certificate may be required as a condition of return to service. The Superintendent may require further certification for absence continuing beyond the aforesaid ten (10) consecutive days.
- D.
 - 1. Newly appointed teachers will accumulate sick leave days at the rate of one and one-half (1 1/2) days per month and these days will be available to them on the first day of each month.
 - 2. Newly appointed teachers shall be reimbursed for any loss in salary caused by not having accrued sufficient sick leave to cover absences by applying credit for any sick leave remaining unused at the end of the first year.
- E.
 - 1. In addition to the absences for personal illness or injury (Section A, above) teachers will be entitled to a maximum of three days leave, to be deducted from sick leave, to be used when serious illness of a member of the immediate family or a member of the permanent household requires personal care by the teacher. For such leave, a statement of circumstances shall be submitted by the teacher to the Superintendent or his/her designee. More than the above number of days may be granted to the teacher at the discretion of the Superintendent as long as the Superintendent's decision is not subject to the grievance and arbitration procedure.

2. Employee who takes time off for reason covered by *Small Necessities Law* may be required to use personal days or accrued sick days.
- F. Teachers shall be paid annually at the end of the work year a lump sum attendance incentive of two hundred fifty dollars (\$250) for zero (0) days absent for personal illness during a school year or one hundred dollars (\$100) for only one (1) or two (2) days of absence taken for personal illness during a school year.
 - G. The above sections A, B, C, D-1, D-2, E and F will be applicable to the members of Unit B.
 - H. After one year of employment, Unit C employees shall be entitled to ten (10) days in each school year for absences due to personal illness or injury as of the first day the employee reports for duty in said school year. This section shall not operate to prevent any Unit C employee from using any accumulated sick leave if he/she is absent due to personal illness at the beginning of the school year.
 - I. Unit C members shall accumulate to the extent not used, up to a maximum of fifty (50) days.
 - J.
 1. Newly appointed Unit C members will accumulate sick leave days at the rate of one (1) day per month and the day will be available to them on the first day of each month.
 2. Newly appointed Unit C employees shall be reimbursed for any loss in salary caused by not having accrued sufficient sick leave to cover absences by applying credit for any sick leave remaining unused at the end of the first year.
 - K. The above sections C and E will be applicable to the employees in Unit C.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year:
 1. Time for attending meetings or conferences of an educational nature at the discretion of the Superintendent or his/her designee.
 2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

3.
 - a. Up to five (5) working days each time there is a death of a teacher's spouse, child, mother or father. At the discretion of the Superintendent and upon written request, additional time may be granted. Such additional time may be deducted from accumulated sick leave.
 - b. Up to three (3) days each time there is a death of a teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, sibling, grandparent, or grandchild. At the discretion of the Superintendent and upon written request, additional time may be granted. Such additional time may be deducted from accumulated sick leave.
 4. Up to three days for personal business under the following conditions:
 - a. It is recognized that the absence of the regular teacher from the classroom interrupts the educational process and must therefore be kept to a minimum. It is understood that teachers will make every effort to attend to their personal business on non-teaching days and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the teaching commitment.
 - b. Such leave will be for: (1) court and legal proceedings; (2) real estate closing; (3) summons by governmental agencies; (4) religious holiday observances; (5) equivalent personal or family business which cannot be scheduled during non-working hours, provided that a reasonable explanation of such absence is given in writing to the Superintendent or his/her designee. The Superintendent is to have the discretion of whether or not to grant the days under this subparagraph. (b.4)
 - c. Application for personal business leave will be made at least forty-eight (48) hours before taking such leave. In an emergency, the preceding requirement may be waived provided that the principal or his/her designee is notified of the emergency and the individual notifies the Superintendent of his/her return to school. Emergency personal business leave will be granted according to the terms outlined above in Section A.4.(b).
 5. Up to ten (10) days each school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled when school is not in session. Teachers will receive their regular pay minus the military pay during the absence.
 6. Subject to the approval of the Superintendent or his/her designee, teachers may be allowed time for the purpose of visiting other school systems. A written report on

the visit shall be submitted by the teacher to the Superintendent or his/her designee.

7. When a school day is interrupted by emergency, illness, or injury, the day will not be deducted from accumulated sick leave if the teacher has completed one-half (1/2) of his/her scheduled workday.
 8. No more than six (6) delegates shall be entitled to one (1) day each without loss of pay for each delegate to the MTA Annual Meeting. In addition, Association representatives are entitled to a total of three (3) other days during the school year which it may use for other Association conferences or meetings without loss of pay.
- B. Leaves taken pursuant to Section A (above), unless stated otherwise, will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his or her own substitute.
 - C. Absence for jury duty shall not be counted in calculating absence limitations under this or other articles. The salary paid by the Silver Lake Regional School District during such an absence shall be at the regular rate less fees paid by the court, provided proof of court attendance is submitted. If an employee is excused or released from jury service during the regular workday, he/she shall return to work.
 - D. This article will be applicable to the employees in Unit B.
 - E. Subject to the provisions A.4a, b, c, and d Unit C employees shall be entitled to one (1) personal business day.
 - F. The above sections A-1, A-2, A-3a and b, A-5, A-7, A-8, C and E of this article will be applicable to the employees in Unit C.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. Military leave, including the difference between his/her regular pay and military pay for two (2) weeks, will be granted to any teacher who is inducted, or is called, or enlists after being notified to report for his/her pre-induction physical, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service or any involuntary extension required by such induction. Upon return from such leave, such teacher will be placed on the salary schedule at the same level s/he would have achieved if s/he had not been absent or as is consistent with Federal law.

- B. Maternity leave shall be granted to teachers in compliance with the Massachusetts Maternity Leave Act and the Federal Family and Medical Leave Act.
- C. A leave of absence without pay or increment of up to one (1) year will be granted to a teacher with Professional Teacher Status for the purpose of caring for a sick member of the teacher's immediate family upon written request substantiated by the appropriate medical evidence. Additional leave may be granted at the discretion of the Superintendent.
- D. A teacher with Professional Teacher Status may be granted a leave of absence without pay or increment for up to one (1) full year for health reasons. Written requests for such leave will be supported by appropriate medical evidence in writing. Additional leave may be granted at the discretion of the Superintendent.
- E. Any teacher whose personal illness extends beyond the period of sick leave compensation may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness, up to a maximum of one (1) year.
- F. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to the teacher upon his/her return.
- G. Upon returning from a leave of absence taken pursuant to Sections A through F, above, a teacher will be assigned to the same position which s/he held at the time said leave commenced, if available, or if not, to a substantially equivalent position. In regard to a leave taken pursuant to Sections A through F above, it is recognized that the Superintendent may fill the position in question at the time said leave commences.
- H. All requests for extended leaves, extensions, or renewals of leaves will be applied for and granted in writing.
- I. The Superintendent may grant leaves of absence for reasons which he/she considers good and sufficient with or without remuneration. Decisions on such requests are not subject to the grievance procedure.
- J. All requests for extension or renewals of leave shall be made in writing to the Superintendent of Schools before April 1 of each school year immediately preceding the commencement of such extension or renewal. If granted such extensions or renewals shall be in writing.
- K. This article will be applicable to the employees in Unit B and C.

ARTICLE XVI

SABBATICAL LEAVE

- A. In the interest of encouraging independent research, achievement, and professional growth, the Committee shall grant sabbatical leaves as follows:
 - 1. No more than two (2) teachers may be absent on sabbatical leave at any one time.
 - 2. Only those teachers who have completed seven years of professional service in the Silver Lake Regional School District shall be eligible for sabbatical leave, and no teacher having been on sabbatical leave shall again be eligible until s/he has completed seven years of professional service in the Silver Lake Regional School District after his/her return from such leave.
 - 3. Any teacher who desires to apply for sabbatical leave shall submit such application by December 31 to the Superintendent in writing in such forms as the Superintendent may require.
 - 4. In considering an application for sabbatical leave the Superintendent shall apply the following criteria: years of service of the applicant, number of years the application has been submitted, type of research, study, or educational program; educational value of the proposed research, study, or educational program to the Silver Lake Regional School District; relationship to the professional growth of the applicant and urgency of the proposed research, study, or education program.
 - 5. The Superintendent shall make his/her recommendation to the Committee, which shall act thereon not later than April 1 following submission of the application.
- B. Any teacher accepting a sabbatical leave shall enter into a written agreement with the Committee in accordance with Chapter 71, Section 41 A of the General Laws of Massachusetts.
- C. When the sabbatical leave has been completed, the teacher shall submit a written report of his/her research, study, or educational program to the Committee in such form as has been determined by the Superintendent.
- D. The Association will inform any teacher on sabbatical leave of opportunity for advancement or promotion, and such teacher shall be considered for such advancement or promotion in the manner as those who are presently in service.
- E. Each teacher granted a sabbatical leave shall have the right to return to the same position if it is available, or, if not, to a position substantially equivalent to his/her former position.

- F. Upon returning to the system after a sabbatical leave of one (1) year, the teacher shall be placed on the salary schedule as if s/he had completed a year of satisfactory service within the district.
- G. A teacher shall receive one-half (1/2) salary, including the current increment, while on a sabbatical leave.
- H. When a teacher is granted a sabbatical leave, both parties must agree in writing as to the length of his/her expected absence, the purpose, the amount of pay as well as the salary credit s/he will receive upon his/her return.

ARTICLE XVII

PROTECTION

- A. Teachers will immediately report in writing to their principal all cases of assault suffered by them in connection with their employment.
- B. The principal will acknowledge receipt of the report in writing and this report will be forwarded via the Superintendent to the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, police, and courts.
- C. The Committee will provide the information for teachers provided by c. 258 of the General Laws of Massachusetts under the conditions set forth in that Section and will include in its budget any appropriation request necessary to provide such indemnification. A copy of said Section 100C is attached hereto as Appendix "B". If a teacher is accused of the commission of a crime while acting as a teacher in the employ of the Committee and is thereafter found not guilty or the matter is dismissed without trial, the Committee will reimburse the teacher for the reasonable expense of his/her defense including but not limited to, the fees of an attorney, if such attorney shall have been approved by District Counsel.
- D. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, s/he will be paid the difference between his/her weekly salary and the amount of weekly payment from Workmen's Compensation for so long as the weekly Workmen's Compensation payment continues, provided the teacher has sufficient accumulated sick leave to cover the period during which weekly Workmen's Compensation payment continues. During each week in which Workmen's Compensation payment is made, a proportionate amount of the teacher's accumulated sick leave will be deducted to cover the payment of the difference between his/her weekly salary and the amount of weekly payment from Workmen's Compensation. In no event will the teacher be paid the difference between his/her weekly

salary and the amount of weekly payment from Workmen's Compensation after the proportionate deduction from the teacher's accumulated sick leave results in the teacher's accumulated sick leave being exhausted.

- E. This article will be applicable to the employees in Unit B and Unit C.

ARTICLE XVIII

INSURANCE AND ANNUITY PLAN

- A. The Committee shall pay fifty percent (50%) of the cost of a group term life insurance and accidental death and dismemberment policy, of the type presently in effect, for the face value of the base salary of an employee, rounded to the nearest one thousand dollars (\$1,000). The policy shall have a minimum value of twenty-five thousand dollars (\$25,000) and a maximum value of sixty five thousand dollars (\$65,000). An employee may purchase additional term life insurance at one hundred percent (100%) of the cost and to a limit set by the insurance provider. Payroll deduction shall be provided for the additional premiums paid. This agreement shall be subject to all provisions set by the insurance provider regarding enrollment.
- B. **Effective July 1, 2011 Health Insurance shall be provided as follows:**

<u>PLAN</u>	<u>TYPE</u>	<u>MONTHLY DISTRICT CHARGE 2014-15</u>	<u>MONTHLY EMPLOYEE & RETIREE COST</u>	<u>EMPLOYEE PER PAY DEDUCTION</u>
<u>Employees & Retiree</u>				
HARVARD/PILGRIM	FAMILY	1,790.00	714.53	357.27
HMO	INDIV.	672.00	263.14	131.57
BLUE CROSS/BS	FAMILY	2,136.00	996.69	498.35
BLUE CARE ELECT	INDIV.	901.00	419.54	209.77
BLUE CROSS/BS	FAMILY	1,693.00	680.18	340.09
NETWORK BLUE	INDIV.	635.00	256.24	128.12
DELTA DENTAL	FAMILY	0.00	123.00	61.50
	INDIV.	0.00	48.00	24.00

- Any increase or decrease in health insurance premiums for the applicable plan in excess or less than the totals set forth above shall be divided equally and such

equal amounts shall be added to or subtracted from the Committee's monthly premium payment and the participating employee's monthly premium payment.

2. Employees may join the HMOs as set forth above provided the minimum participation requirements of the HMO are met.
 3. If the employee elects, all premiums for health insurance shall be deducted from the employee's pay in pre tax dollars in accordance with Section 125 of the Internal Revenue Service Regulations for cafeteria plans and a side agreement signed by the parties.
- C. Teachers will be eligible to participate in a dental insurance plan to be chosen by the Association. Teachers will pay 100% of the cost of such coverage. This section will take effect only if it does not conflict with state law.
 - D. Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370. Those monies should be disbursed within eight (8) business days of the payroll date, or a longer time period in accordance with the specific annuity contract.
 - E. Any teacher while on sabbatical leave has the option of continuance in the benefits described in Sections A through C (above).
 - F. This article will be applicable to the employees in Unit B and Unit C.
 - G. The Committee shall not be held responsible for changes made by the insuring agencies.
 - H. If any bargaining unit member becomes separated from the school system after completing a school year as defined in Article V, Section A, the employer's share for July and August premium payments for health insurance will continue to be paid.
 - I. Retired employees or surviving spouse may continue to participate in the health insurance programs as outlined in this Article, in accordance with Chapter 32B 9A and 9B.
 - J. Teachers will be eligible to participate in a Flexible Spending Plan at no cost to the school district. All costs incurred for participating in such plan will be at the expense of the participant. (This provision will become effective in the second year of the contract).

ARTICLE XIX

TEXTBOOKS

- A. The Committee will provide sufficient textbooks to ensure that each pupil in a classroom has textbooks for his/her own use where textbooks have been and are normally used.

ARTICLE XX

ACADEMIC FREEDOM

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.
- B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- C. This article will be applicable to employees in Unit B and Unit C.

ARTICLE XXI

PAYROLL DEDUCTIONS

- A. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify the Treasurer of the Silver Lake Regional School District all payroll deductions for payment of dues to the Association duly authorized by employees covered by this agreement.
- B. A standard form (below) will be used for dues deduction authorization.

"Dues/Agency Fee Deduction Authorization Card"	
NAME	ADDRESS
I hereby request and authorize the School Committee of the Silver Lake Regional School District to request the Treasurer to deduct from my earnings and transmit to the Associations checked below an amount sufficient to provide for regular payment of the membership dues/agency fee as certified to the District Treasurer by such Association (here insert the amount and intervals of payment over the remainder of the school year and the succeeding school year), such deductions to be made (here insert the payroll periods in which deductions are to be made). I understand that the Committee will discontinue such deductions if I give the Committee sixty (60) days advance written notice to do so and that I may give such notice at any time. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and the District and all their respective officers from any liability therefor. Teacher Organization: Silver Lake Education Association () Massachusetts Teachers Association ()	

National Education Association ()
Plymouth County Education Association ()

Dated: _____ Teacher's Signature _____

- C. The Committee hereby accepts the provisions of Section 178B of Chapter 149 of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Treasurer of the Silver Lake Regional School District, all payroll deductions for the payment to a credit union duly authorized by the employees covered by this Agreement.
- D. This article will be applicable to the employees in Unit B.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Provided the advance approval of the Superintendent or his/her designee is obtained, the Committee will pay the reasonable expenses (including tuition, fees, meals, lodging and/or transportation) incurred by teachers who attend in-service training courses, workshops, seminars, conferences, or other professional improvement sessions.
- B. Teachers will be reimbursed for tuition and registration costs for courses granting at least two (2) credits, up to one-hundred fifty dollars (\$150.00) per credit, with a maximum of one thousand three hundred fifty dollars (\$1,350.00) per contract year, provided such credit fulfills the requirements of Article VII, Sections E, F and H. The \$1,350.00 maximum shall be applied to the expenses pre-approved by the Superintendent as set forth in Article XXII A. Credits from a non-accredited institution must be approved in advance by the Superintendent or his/her designee.

Effective September 1, 2005, teachers will be reimbursed for tuition and registration costs for courses granting at least two (2) credits, up to two hundred twenty-five dollars (\$225.00) per credit, with a maximum of one thousand five hundred seventy-five dollars (\$1,575.00) per contract year, provided such credit fulfills the requirements of Article VII, Sections E, F and H. The \$1,575.00 maximum shall be applied to the expenses pre-approved by the Superintendent as set forth in Article XXII A. Credits from a non-accredited institution must be approved in advance by the Superintendent or his/her designee.

- C. If the District requires a teacher to attend a Professional Development Workshop the District will pay for the actual time spent at the Workshop (seat time) beyond the Teacher's contracted work day. If the Workshop is voluntary and occurs on site the teacher will be released from work responsibilities and will be paid only for the regular work day. If the Workshop is voluntary and occurs off site the teacher will be paid only for the regular work day. All of the above Workshops must be pre-approved by the

Superintendent. Teachers will be compensated for the above activities at the rate of thirty-one (\$31.00) dollars per hour. Effective September 1, 2002 such rate will be thirty-three (\$33.00) dollars per hour and effective September 1, 2003 such rate will be thirty-five (\$35.00) dollars per hour. Effective September 1, 2005 such rate will be thirty-seven (\$37.00) dollars per hour.

- D. Teachers without professional teacher status and hired after July 1, 2008 may be required to take one (1) course determined by the Administration within the first three (3) years of employment. The District will pay for the cost of the course outside of Article XXII, Section B of the Contract. The cost of graduate credits will be reimbursed in accordance with Article XXII, Section B of the contract. Reasonable advance notice of the required course will be provided to the teacher to the extent possible.
- E. Unit B members will be reimbursed at the same level as teachers for courses required for certification.
- F. Unit C employees will be reimbursed at the same level as teachers for courses required by the school district.

ARTICLE XXIII

GENERAL

- A. Teachers will be informed of a telephone number which they may call between 6:00 a.m. and 6:30 a.m. to report their unavailability for work. Once a teacher has reported his/her unavailability for work, it will not be his/her responsibility to arrange for a substitute teacher.
- B. If meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from all regular duties without loss of pay or leave time as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to the Grievance Procedure, for a School Representative, members of the Grievance Committee, or other representatives designated by the Association to investigate a grievance (provided that the investigator can be released without detriment to the educational program) or attend a grievance meeting or hearing during a school day, s/he will, upon notice to the Principal by the Chairperson of the Grievance Committee, be released without loss of pay or leave time as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that those rights will not be abused.
- C. If any member of the bargaining unit is requested to meet with representatives of the School Committee, Administration, and/or their designees, s/he shall be released from his/her assigned duties without loss of pay or leave time.

- D. The Committee will, upon request, provide the Association with any available information which is neither confidential nor privileged under law which may be necessary for the Association to process a grievance under this agreement.
- E. 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.
- F. On the matters contained herein, this Agreement constitutes Committee and Association policy for the term of said Agreement, and the Committee and the Association will carry out the commitments contained herein and give them full force and effect as their policies. The Committee will amend its Administration Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- G. Any agreement regarding compensation for duties not stated within this Contract shall be made in writing between the parties involved.
- H. The Association will not engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by such employees. (Chapter 764-Section 178M)
- I. The parties agree that each has exercised its rights to bargain for any provision it wished to include in this Agreement; that if either has made a proposal not included in this Agreement, such proposal has been withdrawn in consideration of the making of this Agreement; and that the Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained.
- J. This article will be applicable to the employees in Unit B and Unit C.

ARTICLE XXIV

DURATION

- A. This Agreement shall take effect as of September 1, 2014 and shall continue in effect to and including August 31, 2017.
- B. On or before October 1, 2016, the Committee and the Association, or either of them may, by giving written notice to the other, institute negotiations for a renewal of this Agreement or for a successor agreement. Such notice shall specify those matters as to which negotiations are desired.
- C. The receipt of any such written notice shall be acknowledged in writing by the party to this Agreement receiving such notice within ten (10) school days of its receipt.

Negotiations concerning the subject matter referred to in any such notice shall commence not later than ten (10) school days from the date of the acknowledgment in writing of such notice.

- D. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- E. If mutually agreed to in writing, any item in this agreement which is not specified in section A (above) or any new item not covered by this agreement may be opened for negotiation. Only the item(s) specified will be subject to negotiation and said negotiation shall be permanently terminated at the request of either party.
- F. New Schools. It is understood that all schools under the jurisdiction of the Silver Lake Regional School Committee shall be covered by this contract and any substantial changes in working conditions shall be subject to negotiations.
- G. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXV

REDUCTION IN FORCE

- A. When the School Committee determines that staff reductions are necessary, it shall, consistent with existing law, make those reductions. If a reduction in force is made, the Superintendent shall consider both performance and seniority. In the absence of a significant difference in performance as determined by the Superintendent, seniority shall be the determining factor. An arbitrator shall not substitute his/her judgment for that of the Superintendent unless it is determined that the Superintendent has not demonstrated that his/her decision was made on a reasonable basis.
- B. Seniority is defined as a teacher's length of uninterrupted teaching service in years, months and calendar days in the Silver Lake Regional School District. Leaves of absence shall not be considered breaks in service; however, leaves of absence for which salary credit is granted shall be counted toward length of service. Ties in length of service shall be resolved by lot.
- C. A teacher with Professional Teacher Status who is notified of a total or partial reduction shall have the opportunity to receive a "RIF leave of absence" in lieu of dismissal. Such leave of absence shall be for a two (2) year duration. In order for a teacher to elect a "RIF leave of absence", the teacher must, within ten (10) days of written notification from the Superintendent of intent to recommend reduction, execute on a form provided by the

Superintendent, a waiver of any present or future rights under Chapter 71, Section 42 and Chapter 32, Section 16 of the Massachusetts General Laws.

- D. A teacher with Professional Teacher Status on a RIF leave of absence shall be recalled to the position from which s/he was laid off in reverse order of said layoff. A teacher with Professional Teacher Status on a RIF leave of absence shall be recalled to other vacant positions for which s/he holds active or inactive certification and in which s/he has had two (2) or more years of past teaching experience in the Silver Lake Regional School District.
- E. The Committee shall make every effort to notify in writing a teacher with Professional Teacher Status affected of a RIF by April 15 of the school year preceding the school year in which the reduction shall take effect, but, in no event, later than May 15.
- F. Notwithstanding any other provision of this Agreement, a teacher on a leave of absence is subject to the same conditions of this Article as teachers actively teaching.
- G. During the recall period teachers who have been laid off shall be given preference on the substitute list if they so desire.
- H. During the recall period teachers shall be entitled to participate in any group health and/or life insurance programs available to any teacher on a leave of absence without pay, provided the teacher forward the entire cost of insurance premiums to the District Treasurer within 30 days of the billing date.
- I. Subject to negotiation with the Administrators Association, administrators represented by the Administrators Association whose jobs are eliminated shall be considered under the criteria in Section A for continued employment in positions in which they have had two (2) or more years of past teaching experience in the Silver Lake Regional School District. For purposes of determining length of service, only years spent in a bargaining unit represented by the Silver Lake Education Association shall be counted.
- J. It shall be the responsibility of teachers on a "RIF leave of absence" to keep the Superintendent's office informed of their current address. Failure to accept a position in writing within seven (7) days of receipt of a certified letter (return receipt requested), but no later than fifteen (15) days from the mailing of the written offer shall be deemed a rejection and the "RIF leave of absence" shall expire.

ARTICLE XXVI

SICK LEAVE BANK

- A. A Sick Leave Bank shall continue in effect 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. If a teacher has unused sick days in a school year from his/her annual entitlement of fifteen (15) days such sick day or days up to a maximum of two (2) sick days shall be contributed to the sick leave bank, provided the teacher has accumulated the maximum number of sick days.
- B. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
- C. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
- D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members -- three members shall be designated by the School Committee and three members shall be designated by the Association to serve at its discretion. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. In the event of a tie vote, the members of the Sick Leave Bank Committee shall secure the services of a state mediator or some other mutually agreeable neutral to break the tie.
- E. When the number of days in the Sick Leave Bank reaches fifty (50), all employees covered by this Agreement will be assessed an additional day which will be deducted from their annual sick leave.

ARTICLE XXVII

LONGEVITY BENEFIT PLAN

Effective Sept. 1, 2008 an employee will not be eligible for payment under Article XXVII unless the employee was already receiving payment, or signed up for payment, under the prior Agreement between the parties. If the employee signed up for this payment but has not yet received any payments, he/she may rescind this election provided that notice is given to Administration by 3:00 p.m. on August 21, 2008. Employees not receiving benefits under Article XXVII will be eligible for payment under the new S steps which will provide payment of \$1450 for at least 20 years of service and \$1800 for at least 25 years of service.

An employee receiving payment under Article XXVII will continue to receive this payment and will be paid under the S steps as contained in the prior Agreement between the parties. The

employee will not be eligible for the new S steps after receiving the full payment under Art. XXVII, but will continue to receive payment under the prior S steps.

No member may apply under the prior Agreement's Article XXVII after January 1, 2008. The new longevity schedule begins September 1, 2008.

ARTICLE XXVIII

DEPARTMENT CHAIRPERSONS

The High School Department Chairperson(s) are appointed yearly, by the Principal, to serve as liaison between the department and the Principal. The Department Chairperson(s) will be assigned to teach no more than three (3) sections per semester. The Department Chairperson(s) will be required to work five (5) additional days beyond the regular work year for teachers. The Department Chairperson(s) will serve as contributing evaluators in the supervision and evaluation process for the teachers in the department. The Department Chairperson(s) will meet with each teacher in the department, in the fall of each year, to review the individual professional development plans. The High School Principal will serve as the Coordinating Evaluator in the supervision and evaluation process. The High School Principal will review all contributions from the High School Department Chairperson(s) and all other contributing evaluators before writing the final evaluation on any teacher.

Department Chairperson(s) may be appointed, based upon full funding, to any of the following departments: English/Language Arts, Fine and Practical Arts, Foreign Language, Mathematics and Computer Science, Social Studies, and/or Science.

Department Chairperson(s) are required to complete at least one (1) course in supervision and evaluation, and to participate in district sponsored workshops on supervision and evaluation.

Department Chairperson(s) shall receive an annual stipend of \$3,000 plus \$150 per teacher supervised in the department.

ARTICLE XXIX

MENTORS

The Lead Mentor will be paid a stipend of \$1,500. The Lead Mentor may be a member of the Administration or a teacher as determined by the Principal of the School Building.

A mentor will be paid a stipend of \$750 for one mentee. If the mentor is assigned a second mentee, the mentor will be paid an additional stipend of \$500.

IN WITNESS WHEREOF the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their hand and/or seals to be affixed hereto, as this date first above written.

SILVER LAKE REG. SCHOOL COMMITTEE

SILVER LAKE EDUCATION ASSOCIATION

Chairperson

President

APPENDIX A-1

SALARY SCHEDULE FOR THE 2014-2015 SCHOOL YEAR (1.8%)

SILVER LAKE

STEP	Bachelors	Bachelors +15	Masters	Masters +15	Masters +30	Masters +60	CAGS
1	\$46,010	\$47,209	\$49,600	\$50,791	\$51,996	\$52,430	\$53,085
2	\$48,575	\$49,960	\$52,699	\$53,958	\$55,213	\$55,651	\$56,307
3	\$51,156	\$52,698	\$55,812	\$57,127	\$58,441	\$58,878	\$59,532
4	\$53,732	\$55,458	\$58,919	\$60,297	\$61,670	\$62,107	\$62,766
5	\$56,290	\$58,196	\$62,027	\$63,454	\$64,893	\$65,326	\$65,989
6	\$58,856	\$60,947	\$65,129	\$66,627	\$68,125	\$68,562	\$69,215
7	\$61,423	\$63,695	\$68,240	\$69,792	\$71,348	\$71,788	\$72,439
8	\$64,002	\$66,460	\$71,348	\$72,960	\$74,579	\$75,014	\$75,667
9	\$66,572	\$69,160	\$74,458	\$76,126	\$77,797	\$78,238	\$78,886
10	\$69,131	\$71,947	\$77,563	\$79,299	\$81,034	\$81,467	\$82,123
11	\$72,429	\$75,440	\$81,481	\$83,293	\$85,087	\$85,530	\$86,190

For individuals who **have not** participated in the "Lexington Plan"

S-1	\$72,729	\$75,740	\$81,781	\$83,593	\$85,387	\$85,830	\$86,490
S-2	\$73,879	\$76,890	\$82,931	\$84,743	\$86,537	\$85,980	\$87,640
S-3	\$74,229	\$77,240	\$83,281	\$85,093	\$86,887	\$87,330	\$87,990

For individuals who **have previously** participated in the "Lexington Plan"

S-1	\$72,729	\$75,740	\$81,781	\$83,593	\$85,387	\$85,830	\$86,490
S-2	\$72,929	\$75,940	\$81,981	\$83,793	\$85,587	\$85,030	\$86,690
S-3	\$73,229	\$76,240	\$82,281	\$84,093	\$85,887	\$86,330	\$86,990

Guidance Differential \$4,738

In School Suspension Specialist \$32,201

SCHOOL NURSES

Effective July 1, 2014 school nurses will be moved to the first step on the Bachelor column providing for an increase over their current salary. Nurses are not eligible for S steps and nurses only move on the Teacher Bachelor Column.

NOTE:

STEP S-1 (+300) shall be paid to individuals covered by this agreement who have at least fifteen (15) years of service in the Silver Lake School District.

STEP S-2 (+1,450) shall be paid to individuals covered by this agreement who have at least twenty (20) years of service in the Silver Lake School District, or (+500) if they have participated in the "Lexington Plan."

STEP S-3 (+1,800) shall be paid to individuals covered by this agreement who have at least twenty-five (25) years of service in the Silver Lake School District, or (+800) if they have participated in the "Lexington Plan."

NOTE: S-1, S-2, and S-3 shall apply to Units A and C.

APPENDIX A-2

SALARY SCHEDULE FOR THE 2015-2016 SCHOOL YEAR (1.9%)

SILVER LAKE

STEP	Bachelors	Bachelors +15	Masters	Masters +15	Masters +30	Masters +60	CAGS
1	\$46,884	\$48,106	\$50,542	\$51,756	\$52,984	\$53,426	\$54,093
2	\$49,498	\$50,910	\$53,700	\$54,983	\$56,262	\$56,708	\$57,376
3	\$52,127	\$53,699	\$56,872	\$58,213	\$59,552	\$59,997	\$60,663
4	\$54,753	\$56,511	\$60,038	\$61,443	\$62,842	\$63,287	\$63,958
5	\$57,360	\$59,302	\$63,205	\$64,660	\$66,126	\$66,567	\$67,243
6	\$59,974	\$62,105	\$66,366	\$67,893	\$69,419	\$69,865	\$70,530
7	\$62,590	\$64,905	\$69,536	\$71,118	\$72,703	\$73,152	\$73,815
8	\$65,218	\$67,723	\$72,703	\$74,346	\$75,996	\$76,440	\$77,105
9	\$67,837	\$70,474	\$75,872	\$77,572	\$79,275	\$79,725	\$80,385
10	\$70,445	\$73,314	\$79,037	\$80,806	\$82,573	\$83,015	\$83,683
11	\$73,805	\$76,873	\$83,029	\$84,875	\$86,704	\$87,155	\$87,828

For individuals who **have not** participated in the "Lexington Plan"

S-1	\$74,105	\$77,173	\$83,329	\$85,175	\$87,004	\$87,455	\$88,128
S-2	\$75,255	\$78,323	\$84,479	\$86,325	\$88,154	\$88,605	\$89,278
S-3	\$75,605	\$78,673	\$84,829	\$86,675	\$88,504	\$88,955	\$89,628

For individuals who **have previously** participated in the "Lexington Plan"

S-1	\$74,105	\$77,173	\$83,329	\$85,175	\$87,004	\$87,455	\$88,128
S-2	\$74,305	\$77,373	\$83,529	\$85,375	\$87,204	\$87,655	\$88,328
S-3	\$74,605	\$77,673	\$83,829	\$85,675	\$87,504	\$87,955	\$88,628

Guidance Differential \$4,828

In School Suspension Specialist \$32,813

SCHOOL NURSES

Effective July 1, 2014 school nurses will be moved to the first step on the Bachelor column providing for an increase over their current salary. Nurses are not eligible for S steps and nurses only move on the Teacher Bachelor Column.

NOTE:

STEP S-1 (+300) shall be paid to individuals covered by this agreement who have at least fifteen (15) years of service in the Silver Lake School District.

STEP S-2 (+1,450) shall be paid to individuals covered by this agreement who have at least twenty (20) years of service in the Silver Lake School District, or (+500) if they have participated in the "Lexington Plan."

STEP S-3 (+1,800) shall be paid to individuals covered by this agreement who have at least twenty-five (25) years of service in the Silver Lake School District, or (+800) if they have participated in the "Lexington Plan."

NOTE: S-1, S-2, and S-3 shall apply to Units A and C.

APPENDIX A-3

SALARY SCHEDULE FOR THE 2016-2017 SCHOOL YEAR (2.0%)

SILVER LAKE

STEP	Bachelors	Bachelors +15	Masters	Masters +15	Masters +30	Masters +60	CAGS
1	\$47,821	\$49,068	\$51,553	\$52,791	\$54,044	\$54,495	\$55,175
2	\$50,488	\$51,928	\$54,774	\$56,083	\$57,388	\$57,843	\$58,524
3	\$53,170	\$54,773	\$58,010	\$59,377	\$60,743	\$61,197	\$61,876
4	\$55,848	\$57,642	\$61,239	\$62,672	\$64,099	\$64,553	\$65,238
5	\$58,507	\$60,488	\$64,469	\$65,953	\$67,449	\$67,899	\$68,587
6	\$61,173	\$63,347	\$67,693	\$69,251	\$70,807	\$71,262	\$71,941
7	\$63,842	\$66,204	\$70,927	\$72,540	\$74,157	\$74,615	\$75,291
8	\$66,522	\$69,077	\$74,157	\$75,833	\$77,516	\$77,968	\$78,647
9	\$69,194	\$71,883	\$77,390	\$79,124	\$80,860	\$81,319	\$81,992
10	\$71,854	\$74,780	\$80,618	\$82,422	\$84,225	\$84,676	\$85,357
11	\$75,281	\$78,411	\$84,689	\$86,573	\$88,438	\$88,899	\$89,584

For individuals who **have not** participated in the "Lexington Plan"

S-1	\$75,581	\$78,711	\$84,989	\$86,873	\$88,738	\$89,199	\$89,884
S-2	\$76,731	\$79,861	\$86,139	\$88,023	\$89,888	\$90,349	\$91,034
S-3	\$77,081	\$80,211	\$86,489	\$88,373	\$90,238	\$90,699	\$91,384

For individuals who **have previously** participated in the "Lexington Plan"

S-1	\$75,581	\$78,711	\$84,989	\$86,873	\$88,738	\$89,199	\$89,884
S-2	\$75,781	\$78,911	\$85,189	\$87,073	\$88,938	\$89,399	\$90,084
S-3	\$76,081	\$79,211	\$85,489	\$87,373	\$89,238	\$89,699	\$90,384

Guidance Differential \$4,924

In School Suspension Specialist \$33,469

SCHOOL NURSES

Effective July 1, 2014 school nurses will be moved to the first step on the Bachelor column providing for an increase over their current salary. Nurses are not eligible for S steps and nurses only move on the Teacher Bachelor Column.

NOTE:

STEP S-1 (+300) shall be paid to individuals covered by this agreement who have at least fifteen (15) years of service in the Silver Lake School District.

STEP S-2 (+1,450) shall be paid to individuals covered by this agreement who have at least twenty (20) years of service in the Silver Lake School District, or (+500) if they have participated in the "Lexington Plan."

STEP S-3 (+1,800) shall be paid to individuals covered by this agreement who have at least twenty-five (25) years of service in the Silver Lake School District, or (+800) if they have participated in the "Lexington Plan."

NOTE: S-1, S-2, and S-3 shall apply to Units A and C.

APPENDIX A-4
Athletic Department Schedule 2014-2015 (1.8%)

Position	Step 1	Step 2	Step 3	Step 4
Athletic Director	\$4,694	\$6,133	\$7,452	\$8,845
Faculty Manager	\$2,551	\$2,758	\$3,033	\$3,307
Equipment Manager	\$2,222			
Football, Head	\$6,634	\$8,286	\$9,945	\$11,605
Football, Assistant	\$3,312	\$4,145	\$4,982	\$5,802
Boys/Girls Basketball	\$5,602	\$6,634	\$7,734	\$8,845
Assistant Basketball	\$2,758	\$3,312	\$3,861	\$4,427
Freshman Basketball	\$2,551	\$2,758	\$3,033	\$3,312
Sophomore Basketball	\$1,148			
Baseball	\$3,705	\$4,282	\$4,982	\$5,803
Assistant Baseball	\$1,947	\$2,334	\$2,731	\$3,122
Freshman Baseball	\$1,389	\$1,660	\$1,935	\$2,214
Softball	\$3,705	\$4,282	\$4,982	\$5,803
Assistant Softball	\$1,947	\$2,334	\$2,731	\$3,122
Freshman Softball	\$1,389	\$1,660	\$1,935	\$2,214
Ice Hockey	\$5,602	\$6,634	\$7,734	\$8,847
Assistant Hockey	\$2,758	\$3,312	\$3,861	\$4,427
Field Hockey	\$3,705	\$4,282	\$4,982	\$5,803
Assistant Field Hockey	\$1,947	\$2,334	\$2,731	\$3,122
Freshman Field Hockey	\$1,389	\$1,660	\$1,935	\$2,214
Boys/Girls Soccer	\$3,705	\$4,282	\$4,982	\$5,803
Assistant Soccer	\$1,947	\$2,334	\$2,731	\$3,122
Freshman Soccer	\$1,389	\$1,660	\$1,935	\$2,214
Boys/Girls Lacrosse	\$3,561	\$4,116	\$4,789	\$5,803
Assistant Lacrosse	\$1,871	\$2,244	\$2,624	\$3,122
Boys/Girls Outdoor Track	\$3,705	\$4,282	\$4,982	\$5,803
Assistant Track	\$1,947	\$2,334	\$2,731	\$3,122
Freshman Track	\$1,389	\$1,660	\$1,935	\$2,214
Boys/Girls Indoor Track	\$3,705	\$4,282	\$4,982	\$5,803
Assistant Track	\$1,947	\$2,334	\$2,731	\$3,122
Assistant Wrestling	\$1,947	\$2,334	\$2,731	\$3,122
Wrestling	\$3,705	\$4,282	\$4,982	\$5,803
Boys/Girls Swimming	\$3,561	\$4,116	\$4,789	\$5,803
Boys/Girls Gymnastics	\$2,328	\$2,925	\$3,506	\$4,095
Boys/Girls Cross Country	\$1,947	\$2,334	\$2,731	\$3,122
Assistant Cross Country	\$1,389	\$1,660	\$1,935	\$2,214
Boys/Girls Tennis	\$1,947	\$2,334	\$2,731	\$3,122
Golf	\$1,745	\$2,147	\$2,538	\$2,925
Cheerleaders, Varsity	\$1,745	\$2,147	\$2,538	\$2,925
Volleyball	\$3,705	\$4,282	\$4,982	\$5,803
Assistant Volleyball	\$1,947	\$2,334	\$2,731	\$3,122

APPENDIX A-5
Athletic Department Schedule 2015-2016 (1.9%)

Position	Step 1	Step 2	Step 3	Step 4
Athletic Director	\$4,783	\$6,250	\$7,593	\$9,013
Faculty Manager	\$2,600	\$2,810	\$3,090	\$3,370
Equipment Manager	\$2,265			
Football, Head	\$6,760	\$8,443	\$10,134	\$11,826
Football, Assistant	\$3,374	\$4,224	\$5,077	\$5,912
Boys/Girls Basketball	\$5,708	\$6,760	\$7,881	\$9,013
Assistant Basketball	\$2,810	\$3,374	\$3,935	\$4,511
Freshman Basketball	\$2,600	\$2,810	\$3,090	\$3,374
Sophomore Basketball	\$1,170			
Baseball	\$3,775	\$4,363	\$5,077	\$5,913
Assistant Baseball	\$1,984	\$2,379	\$2,783	\$3,182
Freshman Baseball	\$1,415	\$1,692	\$1,972	\$2,256
Softball	\$3,775	\$4,363	\$5,077	\$5,913
Assistant Softball	\$1,984	\$2,379	\$2,783	\$3,182
Freshman Softball	\$1,415	\$1,692	\$1,972	\$2,256
Ice Hockey	\$5,708	\$6,760	\$7,881	\$9,016
Assistant Hockey	\$2,810	\$3,374	\$3,935	\$4,511
Field Hockey	\$3,775	\$4,363	\$5,077	\$5,913
Assistant Field Hockey	\$1,984	\$2,379	\$2,783	\$3,182
Freshman Field Hockey	\$1,415	\$1,692	\$1,972	\$2,256
Boys/Girls Soccer	\$3,775	\$4,363	\$5,077	\$5,913
Assistant Soccer	\$1,984	\$2,379	\$2,783	\$3,182
Freshman Soccer	\$1,415	\$1,692	\$1,972	\$2,256
Boys/Girls Lacrosse	\$3,629	\$4,194	\$4,880	\$5,913
Assistant Lacrosse	\$1,907	\$2,286	\$2,674	\$3,182
Boys/Girls Outdoor Track	\$3,775	\$4,363	\$5,077	\$5,913
Assistant Track	\$1,984	\$2,379	\$2,783	\$3,182
Freshman Track	\$1,415	\$1,692	\$1,972	\$2,256
Boys/Girls Indoor Track	\$3,775	\$4,363	\$5,077	\$5,913
Assistant Track	\$1,984	\$2,379	\$2,783	\$3,182
Assistant Wrestling	\$1,984	\$2,379	\$2,783	\$3,182
Wrestling	\$3,775	\$4,363	\$5,077	\$5,913
Boys/Girls Swimming	\$3,629	\$4,194	\$4,880	\$5,913
Boys/Girls Gymnastics	\$2,372	\$2,980	\$3,573	\$4,173
Boys/Girls Cross Country	\$1,984	\$2,379	\$2,783	\$3,182
Assistant Cross Country	\$1,415	\$1,692	\$1,972	\$2,256
Boys/Girls Tennis	\$1,984	\$2,379	\$2,783	\$3,182
Golf	\$1,778	\$2,188	\$2,586	\$2,980
Cheerleaders, Varsity	\$1,778	\$2,188	\$2,586	\$2,980
Volleyball	\$3,775	\$4,363	\$5,077	\$5,913
Assistant Volleyball	\$1,984	\$2,379	\$2,783	\$3,182

APPENDIX A-6
Athletic Department Schedule 2016-2017 (2%)

Position	Step 1	Step 2	Step 3	Step 4
Athletic Director	\$4,879	\$6,375	\$7,745	\$9,194
Faculty Manager	\$2,652	\$2,866	\$3,152	\$3,438
Equipment Manager	\$2,310			
Football, Head	\$6,896	\$8,612	\$10,336	\$12,062
Football, Assistant	\$3,442	\$4,309	\$5,178	\$6,030
Boys/Girls Basketball	\$5,823	\$6,896	\$8,038	\$9,194
Assistant Basketball	\$2,866	\$3,442	\$4,013	\$4,602
Freshman Basketball	\$2,652	\$2,866	\$3,152	\$3,442
Sophomore Basketball	\$1,194			
Baseball	\$3,850	\$4,450	\$5,178	\$6,031
Assistant Baseball	\$2,024	\$2,426	\$2,839	\$3,245
Freshman Baseball	\$1,443	\$1,726	\$2,011	\$2,301
Softball	\$3,850	\$4,450	\$5,178	\$6,031
Assistant Softball	\$2,024	\$2,426	\$2,839	\$3,245
Freshman Softball	\$1,443	\$1,726	\$2,011	\$2,301
Ice Hockey	\$5,823	\$6,896	\$8,038	\$9,196
Assistant Hockey	\$2,866	\$3,442	\$4,013	\$4,602
Field Hockey	\$3,850	\$4,450	\$5,178	\$6,031
Assistant Field Hockey	\$2,024	\$2,426	\$2,839	\$3,245
Freshman Field Hockey	\$1,443	\$1,726	\$2,011	\$2,301
Boys/Girls Soccer	\$3,850	\$4,450	\$5,178	\$6,031
Assistant Soccer	\$2,024	\$2,426	\$2,839	\$3,245
Freshman Soccer	\$1,443	\$1,726	\$2,011	\$2,301
Boys/Girls Lacrosse	\$3,701	\$4,278	\$4,977	\$6,031
Assistant Lacrosse	\$1,945	\$2,332	\$2,728	\$3,245
Boys/Girls Outdoor Track	\$3,850	\$4,450	\$5,178	\$6,031
Assistant Track	\$2,024	\$2,426	\$2,839	\$3,245
Freshman Track	\$1,443	\$1,726	\$2,011	\$2,301
Boys/Girls Indoor Track	\$3,850	\$4,450	\$5,178	\$6,031
Assistant Track	\$2,024	\$2,426	\$2,839	\$3,245
Assistant Wrestling	\$2,024	\$2,426	\$2,839	\$3,245
Wrestling	\$3,850	\$4,450	\$5,178	\$6,031
Boys/Girls Swimming	\$3,701	\$4,278	\$4,977	\$6,031
Boys/Girls Gymnastics	\$2,420	\$3,040	\$3,644	\$4,257
Boys/Girls Cross Country	\$2,024	\$2,426	\$2,839	\$3,245
Assistant Cross Country	\$1,443	\$1,726	\$2,011	\$2,301
Boys/Girls Tennis	\$2,024	\$2,426	\$2,839	\$3,245
Golf	\$1,814	\$2,232	\$2,638	\$3,040
Cheerleaders, Varsity	\$1,814	\$2,232	\$2,638	\$3,040
Volleyball	\$3,850	\$4,450	\$5,178	\$6,031
Assistant Volleyball	\$2,024	\$2,426	\$2,839	\$3,245

APPENDIX A-7

Extra Curricular Activities Salary Schedule for 2014-2015 (1.8%)

SENIOR HIGH SCHOOL

Student Council				\$1,246
Senior Class Advisor				\$2,214
Junior Class Advisor				\$1,496
Sophomore Class Advisor				\$750
Freshman Class Advisor				\$750
Drama Club Advisor				\$2,214
Senior Class Musical/Play				\$1,660
Assistant Senior Class Musical/Play				\$1,101
Silver Spectrum				\$1,389
Laker Legend				\$1,389
Yearbook Art				\$2,757
Yearbook Business				\$1,101
A-V Director				\$1,660
Color Guard Advisor				\$966
Head Counselor				\$2,214
National Honor Society Advisor				\$1,246
Key Club Advisor				\$1,246
Math Team Advisor				\$1,101
Extra-Curricular Band Director				\$1,101
Extra-Curricular Choir Director				\$1,101
Academic Decathlon Director				\$1,101
SADD Advisor				\$1,101
Distributive Education Club of America (DECA)				\$1,101
Future Farmers of America (FFA)				\$1,101
Best Buddies				\$1,101
Head, Marching Band	\$5,064	\$5,654	\$6,239	\$6,822
Assistant, Marching Band	\$1,947	\$2,538	\$3,122	\$3,705
Head, Forensics	\$2,993	\$3,506	\$4,095	\$4,627
Assistant, Forensics	\$1,766	\$2,334	\$2,925	\$3,412

JUNIOR HIGH SCHOOL

A-V Director				\$1,660
Musical/Drama Advisor				\$1,101
Student Council Advisor				\$1,246
Year Book Advisor				\$1,101
Jr. SADD Advisor				\$1,101

DRIVER TRAINING

Road Instruction (Hourly)	\$27.35
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INTRAMURAL TRAINING

Supervisors (Hourly)	\$17.09
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NOTE: Stipends for extracurricular activities to be paid upon completion of activity.

APPENDIX A-8

Extra Curricular Activities Salary Schedule for 2015-2016 (1.9%)

SENIOR HIGH SCHOOL

Student Council				\$1,270
Senior Class Advisor				\$2,256
Junior Class Advisor				\$1,525
Sophomore Class Advisor				\$765
Freshman Class Advisor				\$765
Drama Club Advisor				\$2,256
Senior Class Musical/Play				\$1,692
Assistant Senior Class Musical/Play				\$1,122
Silver Spectrum				\$1,415
Laker Legend				\$1,415
Yearbook Art				\$2,809
Yearbook Business				\$1,122
A-V Director				\$1,692
Color Guard Advisor				\$984
Head Counselor				\$2,256
National Honor Society Advisor				\$1,270
Key Club Advisor				\$1,270
Math Team Advisor				\$1,122
Extra-Curricular Band Director				\$1,122
Extra-Curricular Choir Director				\$1,122
Academic Decathlon Director				\$1,122
SADD Advisor				\$1,122
Distributive Education Club of America (DECA)				\$1,122
Future Farmers of America (FFA)				\$1,122
Best Buddies				\$1,122
Head, Marching Band	\$5,160	\$5,761	\$6,358	\$6,951
Assistant, Marching Band	\$1,984	\$2,586	\$3,182	\$3,775
Head, Forensics	\$3,050	\$3,573	\$4,173	\$4,715
Assistant, Forensics	\$1,800	\$2,379	\$2,980	\$3,477

JUNIOR HIGH SCHOOL

A-V Director				\$1,692
Musical/Drama Advisor				\$1,122
Student Council Advisor				\$1,270
Year Book Advisor				\$1,122
Jr. SADD Advisor				\$1,122

DRIVER TRAINING

Road Instruction (Hourly)	\$27.87
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INTRAMURAL TRAINING

Supervisors (Hourly)	\$17.42
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NOTE: Stipends for extracurricular activities to be paid upon completion of activity.

APPENDIX A-9

Extra Curricular Activities Salary Schedule for 2016-2017 (2%)

SENIOR HIGH SCHOOL

Student Council				\$1,295
Senior Class Advisor				\$2,301
Junior Class Advisor				\$1,555
Sophomore Class Advisor				\$780
Freshman Class Advisor				\$780
Drama Club Advisor				\$2,301
Senior Class Musical/Play				\$1,726
Assistant Senior Class Musical/Play				\$1,145
Silver Spectrum				\$1,443
Laker Legend				\$1,443
Yearbook Art				\$2,865
Yearbook Business				\$1,145
A-V Director				\$1,726
Color Guard Advisor				\$1,004
Head Counselor				\$2,301
National Honor Society Advisor				\$1,295
Key Club Advisor				\$1,295
Math Team Advisor				\$1,145
Extra-Curricular Band Director				\$1,145
Extra-Curricular Choir Director				\$1,145
Academic Decathlon Director				\$1,145
SADD Advisor				\$1,145
Distributive Education Club of America (DECA)				\$1,145
Future Farmers of America (FFA)				\$1,145
Best Buddies				\$1,145
Head, Marching Band	\$5,263	\$5,877	\$6,485	\$7,090
Assistant, Marching Band	\$2,024	\$2,638	\$3,245	\$3,850
Head, Forensics	\$3,111	\$3,644	\$4,257	\$4,809
Assistant, Forensics	\$1,836	\$2,426	\$3,040	\$3,547

JUNIOR HIGH SCHOOL

A-V Director				\$1,726
Musical/Drama Advisor				\$1,145
Student Council Advisor				\$1,295
Year Book Advisor				\$1,145
Jr. SADD Advisor				\$1,145

DRIVER TRAINING

Road Instruction (Hourly)	\$28.43
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INTRAMURAL TRAINING

Supervisors (Hourly)	\$17.77
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NOTE: Stipends for extracurricular activities to be paid upon completion of activity.

APPENDIX B

INDEMNIFICATION FOR TEACHERS

General Laws of Massachusetts
(Chapter 41 – Section 100C)

In addition to the indemnification provided in section one hundred A, a city, town or regional school district, acting by its school committee, shall, out of any funds appropriated for the purpose of this section which appropriation shall be made in the same manner as appropriations for general school purposes, indemnify a teacher in its employ for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of the negligence of such teacher or other act of his/hers resulting in accidental bodily injury to or the death of any person or in accidental damage to or destruction of property, while acting as such teacher, and may, out of any funds so appropriated, indemnify a teacher in its employ for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of any other acts done by him/her while acting as such teacher; provided, in either case, that after investigation it shall appear to the school committee that such teacher was at the time the cause of action or claim arose, acting within the scope of his/her employment; and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under this section shall have been made by the city solicitor, town counsel or legal counsel for the district upon request of the school committee, or, if the town has no town counsel or the district has no legal counsel, by an attorney employed for the purpose by the school committee, or, if such solicitor or 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 a teacher.

APPENDIX C

POLICY REGARDING DRUG AND ALCOHOL ABUSE

The Silver Lake Regional School Committee considers drug/alcohol abuse a treatable illness and, as such, the School Department would work with the employee and his/her representatives if such an illness occurs. It is the policy of the Committee to provide employees with a working environment that is free of the problems associated with the use and abuse of drugs and alcohol. The use of drugs/alcohol is inconsistent with the behavior expected of employees and subjects the Committee to problems that would diminish the Committee's ability to provide an appropriate educational environment.

The Committee is obligated, under the federal Drug Free Workplace Act of 1998 (DFWA) to put these policies in writing, circulate them and provide a drug free awareness program. The policies are applicable to all employees including administrators and supervisors.

Policies applicable to all employees:

- A. The non-prescriptive use, sale, possession, distribution, dispensation, manufacture, or transfer of drugs, controlled substances* or alcohol on school property or other work site where employees may be assigned during working hours is strictly prohibited. Further prohibited is the use, sale, possession, distribution, dispensation, manufacture or transfer of drugs or alcohol on non-working time to the extent such use impairs an employee's ability to perform his/her job or when such use, sale, possession, distribution, manufacture or transfer affects the ability of the Committee to provide a proper educational environment.
- B. Employees who violate the Committee's drug free work place policy may be subject to discipline. However, the Committee, at its option, may require an employee together with, or instead of disciplinary action, to successfully complete a drug abuse assistance or similar program as a condition of continued employment. The Committee encourages employees afflicted with alcoholism/drug abuse to undergo a program designed to rehabilitate the employee. If the employee refuses to avail him/herself of assistance, and alcoholism/drug abuse impairs work performance, attendance, conduct, or reliability, the usual disciplinary procedures for dealing with problem employees will be used.
- C. The Committee will publish this statement, give it to each employee and establish a drug free awareness program. The employee should be aware that this policy is a condition of employment, he/she will abide by its terms and notify the Superintendent of Schools of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such conviction or plea of nolo contendere. The Committee will fulfill its responsibilities under the Drug Free Workplace Act.

* “Controlled substances” is defined to mean those drugs listed in Schedules I through V of Section 202 of the federal Controlled Substance Act, 21 U.S.C. Section 812, and includes, but is not limited to, marijuana, cocaine, (including “crack” and other cocaine derivatives), morphine, heroin, amphetamines and barbiturates. When used in this policy, the term “drugs” means “controlled substances.” The term does not include those controlled substances used pursuant to and in accordance with a valid prescription.

APPENDIX D

Silver Lake Education Association changes 3/5/13



Massachusetts Department of
**ELEMENTARY & SECONDARY
EDUCATION**

Massachusetts Model System for Educator Evaluation

Part IV: Model Collective Bargaining Contract Language

Appendix C. Teacher and Caseload Educator Contract Language

January 2012

Massachusetts Department of Elementary and Secondary Education
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Corrections July 2012

P. C-17: Section 18 (Educator Plans: Directed Growth Plan) Sub-section C. Date of June 10th in January 2012 publication inaccurate; changed from June 10th to May 15th to match timelines elsewhere in document.

P. C-22: Section 22 (Rating Impact on Student Learning Growth). Release date of July 15th, 2012 for Model Contract Language for Rating Impact on Student Learning Growth is removed. ESE will publish Model Contract Language for this phase of the evaluation framework when guidance for rating impact is more fully developed through technical appendices.

P. C-23: Section 25 (Transition from Existing Evaluation System) Sub-section B. Language in January 2012 publication stating "Educators who have received ratings of unsatisfactory or its equivalent

in the prior year will be placed on **Self-Directed** Growth or Improvement Plans at the sole discretion of the Superintendent " was inaccurate; language should have specified *Directed Growth* instead of *Self-Directed Growth*. ESE's intent is that any educator who has received a rating of unsatisfactory or its equivalent in the prior year should be on a Directed Growth or an Improvement Plan; the choice of plan should be determined at the discretion of the Superintendent.

Appendix C. Teacher and Caseload Educator Model Contract Language

Article ____

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- (2) Definitions
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Appendix C: Teacher and Caseload Educator Contract

1) Purpose of Educator Evaluation

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

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

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

Appendix C: Teacher and Caseload Educator Contract

- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 42 calendar days in a school year and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. Anytime an Improvement plan spans the summer, or requires summer work, the plan will be no less than 90 calendar days. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

Appendix C: Teacher and Caseload Educator Contract

- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **New Assignments:** An assignment in which an Educator with PTS teaches under a different license or in a new discipline.

Appendix C: Teacher and Caseload Educator Contract

- T) ***Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 5 minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using agreed-upon verbal or written protocols.

Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- U) ***Parties:** The parties to this agreement are the Association and the School Committee.

- V) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- W) ***Performance Standards:** Locally negotiated standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with and/or supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

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

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

Appendix C: Teacher and Caseload Educator Contract

- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- AA) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **Self Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. 603 CMR 35.603 (2). The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development. 35.03 (2)(b). Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator. 35.06(3)(a).
- CC) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence.
- DD) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- EE) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

Appendix C: Teacher and Caseload Educator Contract

- FF) ***Trends in student learning:** At least two (2) years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS scores, if applicable, in which case at least two years of data is required.
 - iii) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the ACCESS gain scores, if applicable, in which case at least two years of data is required.
 - iv) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - v) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of at least 5 minutes in duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Announced observations may be used in evaluating PTS Educators.
 - iv) Examination of Educator work products.
 - v) Examination of student work samples.

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- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district will use the rubrics provided by ESE in January, 2012, and attached hereto.

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. Effort will be made to have this training occur during the contractual work day. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE and input from the Association.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

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6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directly related to improving student learning.
- B) Proposing the goals
 - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the

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professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.

- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may be team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals whether they be individual or team goals.

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- iv) For educators with Professional Teacher Status with ratings of Proficient or Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
 - D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response, which will be attached to the plan. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.
 - ii) The Educator may request additional observations.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least two unannounced observation during the evaluation two-year cycle.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
 - D) The Educator may request additional observations.

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11) Observations

The Evaluator's first observation of the Educator should take place by November 15 and in no case later than December 1st. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by secure electronic notification, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Either the Evaluator or the Educator can request a meeting in response to the written feedback resulting from an unannounced observation at any time.
- iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 20 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation. Announced observations should be a full class period, 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 lesson.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

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- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.
- C) Walkthroughs, Learning Walks, Instructional Rounds or other like procedures by any other name (herein called "walkthroughs") are intended to gauge the overall climate, culture, and instruction within a school, program, or department, entail walking into multiple classrooms, usually for less than five minutes each. Observations from walkthroughs summarize the aggregate climate, culture, and instruction, rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system and do not result in feedback to individual educators. A walkthrough can be announced or unannounced.

12) Evaluation Cycle: Formative Assessment for Educators on a One (1) Year Plan

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice and/or Educator Goals.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

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- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
 - D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
 - E) No less than two weeks before the due date for the Formative Assessment report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
 - F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within five (5) school days either before or after completion of the Formative Assessment Report.
 - G) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by secure electronic notification, or to the Educator's school mailbox or home.
 - H) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. The Educator's reply shall be attached to the report.
 - I) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
 - J) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - K) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
 - L) After the formative assessment the educator may request another trained supervisor be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.
- 13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in

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which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) No less than two weeks before the due date for the Formative Evaluation report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
- E) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by secure electronic notification, or to the Educator's school mailbox or home.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet about the Formative Evaluation Report.
- G) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The Educator's reply shall be attached to the report.
- H) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- K) After the formative evaluation the educator may request another trained supervisor be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.

14) **Evaluation Cycle: Summative Evaluation**

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

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- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) No less than four weeks before the due date for the Summative Evaluation report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
- I) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- J) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by secure electronic notification, or to the Educator's school mailbox or home no later than May 15th.
- K) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- L) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- M) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- N) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

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

15) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

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

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between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

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

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 42 calendar days in a school year and no more than one school year. Anytime an Improvement plan spans the summer, or requires summer work, the plan will be no less than 90 calendar days. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:

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- i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator along with the input of the Educator. The final content of the Improvement Plan will rest solely with the Evaluator.
 - ii) The Educator may request that a representative of the Association attend the meeting(s).
 - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s), indicator(s), element(s), and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator and possibly a mentor teacher and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

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

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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A) Educators with PTS on Two Year Plans

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

B) Educators on Plans of Less than One Year

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

21) Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22) Rating Impact on Student Learning Growth

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

Appendix C: Teacher and Caseload Educator Contract

23) Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter including protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

24) Using Staff feedback in Educator Evaluation

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

25) Transition from Existing Evaluation System 2012-2013

- A) The Silver Lake Teachers Association and the Silver Lake School Committee agree to place all PTS teachers who are currently in "good standing" (i.e. not on a Professional Improvement Plan) at the Proficient classification.
- B) The parties agree that those PTS Educators who were on Cycle A of the existing Evaluation system in the 2012-2013 school year shall be placed on the one-year Self-Directed Growth Plan.
- C) All Educators who are currently on a Professional Improvement Plan shall be placed at the Needs Improvement classification. Said Educators will continue to fulfill the terms and conditions of the already created plans for the remainder of the current school year and a determination of the appropriate future placement will be made at the end of the school year at a Summative meeting.
- D) The evaluation system contained in this agreement shall be implemented in accordance with 603 CMR 35.11.
- E) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

Appendix C: Teacher and Caseload Educator Contract

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree that there will be continuous need to review and to revise this Evaluations Procedure for the first of 3 years. To that end, the parties agree to the following:
 - i) The creation of a joint labor-management evaluation team to jointly review and revise, if necessary, the Evaluation Procedure no later than May 15th of each school year through School Year 2014-2015.
 - ii) Said review and revision shall include, but not be limited to, the parties amending, by mutual consent, this agreement, and by adding any other aspect needed to implement the Evaluation Procedure.
- F) Violations of this article are subject to the grievance and arbitration procedures.
- G) For School Year 2012-2013 the Committee and the Association agree to continue discussions to:
 - i) Develop mutually acceptable standards for determining what Exemplary Proficient, Needs Improvement, and Unsatisfactory ratings will be.
 - ii) Develop mutually agreed upon district measures for student learning and/or how they will be applied to an Educator's Evaluation.