

AGREEMENT BETWEEN
THE MAYNARD SCHOOL COMMITTEE
AND
THE MAYNARD EDUCATION
ASSOCIATION

MOA(September 1, 2017 –August 31, 2018)
SEPTEMBER 1, 2018 - AUGUST 31, 2021

4/25

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Maynard School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Maynard Education Association (hereinafter “the Association”), acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the one-year period from September 1, 2017 through August 31, 2018.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that were effective from September 1, 2014 through August 31, 2017 shall, except as modified by the terms of this Memorandum, be extended for a one-year period from September 1, 2017 through August 31, 2018.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
4. Schedule A. Adjust the salary schedule as follows:
(September 1, 2017 – August 31, 2018): Increase of 2% applied to money items in Article 33, section 2; Steps and lanes in Appendix A; Stipends in Appendix B; and Coaches Salaries in Appendix ciii. ~~Increase each step and lane by two percent (2%).~~

MAYNARD EDUCATION ASSOCIATION

Margaret A. Sullivan
Maynard Education Association

4/26/18
Date

MAYNARD SCHOOL COMMITTEE

Dawn Capell*
Maynard School Committee

4-26-18
Date

* pending ratification by MEA & Maynard School Committee

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ARTICLE 1: AGREEMENT

This Agreement is made and entered into effective September 1, 2018 through August 31, 2021 by and between the School Committee of the Town of Maynard, Massachusetts, (hereinafter referred to as the "Committee") and the Maynard Education Association (hereinafter referred to as the "Association"), pursuant and subject to the provisions of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 2: RECOGNITION

Section 1.

The Committee recognizes the Association as the exclusive collective bargaining representative and agent for a unit of all full time teachers, part-time teachers, librarians, guidance counselors, coordinators, and coaches in the elementary, Fowler, and high schools in Maynard, but excluding the Superintendent of Schools, Assistant Superintendent, Business Manager, Director of Curriculum, Behavior Specialist, Special Education Team Chair, Para-Professional Employees, Principals, Assistant Principals, Directors, Community Education Director, Community Education Employees, School Age Child Care Employees, Fowler After School Club Employees, Adult Learning Center Employees, per diem substitute teachers and all other Employees of the Committee.

Section 2.

This Agreement applies only to the Unit described above and, unless otherwise indicated, the Employees in this Unit will be hereinafter referred to as the "educators" and references to male teachers will include female teachers.

ARTICLE 3: SCHOOL COMMITTEE RIGHTS

Section 1.

Under the Laws of Massachusetts, the Committee is a public body elected by the Citizens of Maynard and has final responsibility for establishing the educational policies of the public schools of Maynard and is charged with the responsibility for the quality of education in and the efficient and economical operation of the Maynard Public Schools.

Section 2.

Nothing in this Agreement shall be deemed to derogate or impair the powers and the responsibilities of the Committee under the Statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as abridged, granted, delegated, or modified by a specific provision of this Agreement or any supplement thereto or as mandated by M.G.L. 150E, the Committee retains exclusively to itself all the rights, powers, and responsibilities that it has or any hereafter granted by law, and the exercise of such rights at its discretion shall be final and binding and not subject to the arbitration provisions of this Agreement.

ARTICLE 4: GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as an alleged violation of the specific terms and/or provisions of this Agreement, or any dispute over the interpretation, meaning or application of the specific terms and/or provisions of this Agreement.

Section 2.

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances of the Employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved and at the procedure level involved. Nothing herein contained will be construed as limiting the right of any teacher or group of teachers having a grievance to discuss the matter informally with an appropriate member of the administration without representation by the Association. In the event the grievance is resolved, the disposition will be consistent with the provisions of the Agreement, and the Association shall be notified of said disposition by the grievant(s) in writing.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by the mutual agreement of the Superintendent and appropriate Association representative.

Section 3.

1. **Level One:** The grievance shall be presented in writing and discussed by the aggrieved Employee and, at the Employee's request, the President of the Association or his/her designee, and the immediate supervisor. The written submission shall be in accordance with the Grievance Form attached hereto as Appendix D. The immediate supervisor shall answer the grievance in writing within ten (10) school days of receipt of the written grievance or the close of the Level One discussion, whichever is later.

2. Level Two:

Should the grievance remain unresolved, it shall, at the grievant's option, be referred to the Superintendent within ten (10) school days of receipt of the Level One answer. The Superintendent shall hold a hearing with ten (10) school days of receipt of the referral and shall answer the grievance in writing within ten (10) school days of receipt of the referral or the close of the hearing, whichever is later. In order to facilitate communication, a list of officers and presidential designees will be provided to the Superintendent upon request. To help maintain open communication between the association and the administration, the results of the level 2 grievance shall be communicated, in writing, to the School Committee by the Superintendent and the Association President.

In the event of a proposed discharge, the next step to be followed is set forth in M.G.L.71:42, that is, if the Superintendent approves a discharge the next appeal step is arbitration.

3. Level Three:

Within ten (10) school days of its receipt of the answer of the Superintendent, and if the grievance involves the interpretation or application of any provision of the Agreement, the Association may present the grievance for arbitration by giving the Committee written notice of its intention to do so. At the expiration of a ten (10) school days waiting period following such notification, the Association may within ten (10) school days thereafter request arbitration pursuant to Article V below.

Section 4.

The Association, through its executive board, may initiate a group grievance on behalf of members of the unit with a common grievance.

Section 5.

The Committee agrees that it will not discriminate against any participants in the grievance procedure because of such participation.

Section 6.

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

Section 7.

If, at the end of ten (10) school days next following either the occurrence of any grievance or the date when the grievant should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One if an individual grievance, or at Level Two if a group or class grievance, 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 said Section 3.

Section 8.

School days shall be the operative measure of time for the filing and processing of a grievance from the day school opens for teachers through June 14; on June 15 through to the day prior to the opening of school for teachers, the measure shall be calendar days. In the event the processing of a grievance extends into a period after the normal school year, all periods of time after the initial filing of the grievance can be waived in order to expedite completion of the processing of the grievance.

ARTICLE 5: ARBITRATION

Section 1.

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

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) school days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrators then to be selected under the provisions of the Voluntary Labor Arbitration Rules. The computation of time hereunder shall be the same as set forth in Article IV, Section 8.

Section 2.

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee or the Association have any personal obligation for any payment under any provision of this Agreement.

Section 3.

Notwithstanding any contrary provisions, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific term or provision of this Agreement. The arbitrator will be without power or authority to alter, add to, and detract from the provisions of this Agreement or to make a decision which:

- a. is violative or inconsistent with any of the terms of this Agreement or applicable law;
- b. exceeds his/her jurisdiction and authority under law and this Agreement;
- c. involves any matter which by law or under the terms of this Agreement is within the exclusive authority of the Committee;
- d. involves any matter wherein the Committee's decision is final and binding under the terms of this Agreement or by law;
- e. involves matters which may be reviewed by the MTRS or any other matter involving the dismissal of a professional status teacher.
- f. involves the failure or refusal by the Committee to renew the contract of or reappointment of a probationary non-professional status teacher;
- g. involves dismissal of a probationary (non-professional status) employee.
- h. is inconsistent with the statutory and decisional law of the Commonwealth of Massachusetts or of the United States.

Section 4.

Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and Association and shall be final and binding upon the Committee, the Association and the Employee or Employees who initiated the grievance.

Section 5.

Any meeting with reference to the grievance-arbitration procedures shall be held at times mutually agreeable to all parties concerned.

Section 6.

The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

ARTICLE 6: RESOLUTION OF DIFFERENCES

Section 1.

The Association, the Committee and the Employees covered by this Agreement agree that during the term of this Agreement differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it and hereafter shall govern it, will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform usual professional duties on the part of any Employee covered by this Agreement.

Section 2.

The Committee agrees that, during the term of this Agreement, it will not "lock out" any Employees covered by this Agreement, nor engage in any other interference with work.

ARTICLE 7: CLASS SIZE

Section 1.

The Committee and the Association recognize that class size is an important factor in good education. The Committee will, whenever possible, subject to safety considerations, space

availability, economic factors, and other educational considerations, insure the class size of the most effective nature for both teacher and pupil. It will be the responsibility and obligation of the Committee to make final decisions as to teacher-pupil ratios.

Section 2.

The Committee will, where possible and practicable, and where economic and educational considerations permit, attempt to maintain the existing teacher-pupil ratio. However, it will be the responsibility and obligation of the Committee to make final decisions as to teacher-pupil ratios.

Section 3.

The parties agree that the subject matter of class size and pupil teacher ratio, while not subject to arbitration under the provisions of this Agreement, shall be within the scope of professional consultations as set out in Article XVI hereafter.

ARTICLE 8: TEACHING HOURS AND TEACHING LOAD

Section 1.

Effective September 1, 2009, increase the length of the student day by adding five (5) minutes of instructional time to the student day, which shall result in teachers' workday being increased by five (5) minutes.

Section 2. Meetings

The Committee and the Association agree that the professional staff of the Maynard Public Schools shall devote the time necessary to assure quality education for their students. It is understood that meetings with individual parents and Special Education team meetings are an ongoing part of a staff member's professional responsibility. The Committee and the Association agree that the following are mandatory meetings for all staff:

- a. faculty meetings not to exceed one (1) per month for the school year. In planning faculty meetings, individual principals shall plan agendas with the objective of completing said meetings within ninety (90) minutes from the dismissal of the students.
- b. evening meetings not to exceed three (3) per year for the school year. Teachers shall be given at least thirty (30) days notice of evening meeting(s). Any change in the date for such evening meetings shall not be made without consultations with the affected faculty, except in the case of emergencies or other unavoidable circumstances.
- c. principal-initiated meetings up to three (3) for the school year. In planning principal-initiated meetings, said principals shall plan agendas with the objective of completing said meetings within ninety (90) minutes from the final dismissal time of the students.
- d. normally itinerant teachers shall not be required to attend meetings that would increase the number beyond those called for in paragraph 2a, b, and c. The Superintendent will coordinate all meetings for itinerant teachers with the principal involved in order to comply with the meeting schedule. However, the parties agree that important issues may arise that could require itinerant teachers to attend two (2) meetings. All other committee activities are voluntary on the part of staff.
- e. Teachers shall be guaranteed a meaningful input, participation and contribution to all meetings which they are required to attend. A clear agenda shall be sent out no less than one day prior to the meeting.

Section 3.

- a. The Association will be consulted regarding the impact of any changes in the school calendar once said calendar has been established. This shall not, in any way, modify the Committee's rights as identified in Article III of this Agreement.
- b. The work year of personnel covered by this Agreement (other than new personnel who may be required to attend additional orientation sessions) shall not exceed 183 days.
- c. Only teachers who will be actively involved in and concerned with the workshops will be required to attend.
- d. The Committee agrees that before scheduling a school year for teachers which would start prior to Labor Day, the Superintendent will consider staff preferences by soliciting their response to alternative schedule (s), one of which would include starting after Labor Day.

Section 4.

Teachers shall be guaranteed a meaningful input, participation and contribution to all meetings which they are required to attend.

Section 5. Lunch

All Teachers will have a duty-free lunch period of 30 minutes.

Section 6. Prep

All classroom teachers will, in addition to their lunch period, have five (5) preparation periods per week.

Green Meadow teacher preparation periods will be no less than forty-five (45) consecutive minutes. Fowler School and Maynard High School teachers' shall be equal in length to a teaching period during which the teacher is not assigned to an activity or duty. Whenever possible and practicable, the preparation periods will occur daily. This period is intended to enable teachers to enhance the performance of their duties.

Special Education teachers and service providers will be provided a testing period and meeting period, whenever practicable and possible. In addition to five (5) prep periods weekly Green Meadow teachers who perform recess or lunch duty will also receive two (2) weekly thirty (30) minute common planning time periods and three (3) weekly thirty (30) minute preparation periods.

At the discretion of the principal, substitute coverage will be provided when requested by the classroom teacher or provider to complete individual student assessments and specialized student reports. Examples include, but are not limited to, those used in evaluation of student progress on Individualized Education Plan goals.

Section 7.

The Administration will make every reasonable effort to provide substitute teachers when a specialist is absent. In the event no substitute is available, each teacher who loses a preparation period as a result shall be paid eighty dollars (\$80.00) for the loss of such preparation time on a daily basis.

Section 8. AD Teaching Periods

Coordinators (including the Athletic Director) will not be assigned more than fifteen (15) teaching periods per week and will not be assigned homeroom or be assigned Study Hall responsibilities.

Section 9. Teaching: Subject/Preps

Except in unusual circumstances, Middle and High School teachers will not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations within said subject at any one time exclusive of advisor/advisee programs and activity periods.

When the need arises, the Association with the affected teachers' consent can waive this requirement in writing to the principal. It is understood that this is a non-precedent setting agreement which automatically expires at the end of the school year.

Section 10. Itinerant Teachers

The Committee will insure that itinerant teachers will have sufficient time to travel between assignments in the various buildings. Employees who use their automobiles for authorized travel will be reimbursed in the same amount for such travel as Town of Maynard employees.

Section 11. Common Planning Time

Common Planning Time can be used at the discretion and direction of the collaborating teachers and administration.

ARTICLE 9: NON-TEACHING DUTIES

Section 1.

The Committee and the Association acknowledge that a teacher's primary responsibility is the total education of the children in their care and that the teacher's energies should, to the extent possible, be utilized to this end. Therefore, the parties agree that it will be the objective of the Committee to eliminate those duties which do not contribute to the overall education of the children.

Section 2.

The Committee and the Association agree that a teacher's primary responsibility is to the educational growth of Maynard's children. The Committee and the Association also recognize that teacher aides and part-time clerical Employees are useful in order to implement this principle. Where possible and practicable, non-teaching personnel shall be assigned to perform the following:

1. Administration of eye or ear examination and weighing and measuring pupils;
2. Keeping registers and other similar clerical functions;
3. Collecting money from students;
4. Supervision of lunchrooms;
5. Supervision of playgrounds;
6. Supervision of the loading and unloading of buses.

Section 3.

The subject matter of non-teaching duties shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 10: INITIAL TEACHER EMPLOYMENT

Section 1.

Initial placement on the salary schedule, plus the applicable stipend for degree status shall be determined by the Superintendent.

Section 2.

Determination of whether such credit in each case will be given and the amount of such credit will be solely within the discretion of the Superintendent.

ARTICLE 11: TEACHER ASSIGNMENT

Section 1.

The Committee will attempt to issue notice of tentative assignments to all teachers, other than newly appointed teachers, by May 15 and where practicable and where possible, such teachers will be notified in writing of their programs for the coming school year no later than July 1.

Section 2.

In order to ensure that students are taught by teachers working within their area of competence, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study, except as allowed by the Massachusetts Department of Elementary and Secondary Education, or pursuant to a waiver from the Massachusetts Department of Elementary and Secondary Education. Any such deviation shall be agreed to by the teacher in question and the Superintendent.

Section 3.

Teachers desiring to transfer from one school building to another, or desiring a change in grade assignment, shall file a Teacher Transfer Request Form for a transfer with the Superintendent by April 1, and the applicant shall meet with the Superintendent or designee regarding said request.

Section 4.

Subject to Section 3 of this Article, the Committee reserves the right to reassign or transfer a teacher, voluntarily or involuntarily, temporarily, or permanently, within one building or from one school building to another in the best interest of the school system as they may determine. When a reduction in the number of teachers in a school building is necessary, consideration shall be given to qualified volunteers before transfers are made. Except in situations of emergency, an involuntary reassignment or transfer shall be made only after the Administrator has filled out the Administrative Rationale on the Administrative Reassignment Form (found in Appendix F), and a meeting between the teacher involved and the Superintendent. The Association will, at the teacher's request, send a representative with the teacher to meet with the Superintendent to discuss the reassignment or transfer.

ARTICLE 12: VACANCIES AND PROMOTIONS

Section 1.

For the purpose of this Article, a postable position shall be defined as a full or part-time teaching position in the Maynard Public Schools, any administrative position, a paid annual extra-curricular, co-curricular or athletic position covered in this Agreement or Coordinators; or any other newly created staff positions as described in this section.

Section 2.

Whenever a vacancy in a postable position occurs during the school year (September to June), it will be publicized by the Superintendent by means of a notice posted in every school for a period of five (5) school days. During the summer months, vacancies will be posted on the District website and be sent via email. During the months of July and August, notices of any vacancies shall be sent to teachers who leave a self-addressed, stamped envelope with the Superintendent of Schools. After mailing, teachers will be given seven (7) business days to

respond; any and all risks or lack of, or untimely notice connected with this undertaking shall remain solely that of the teachers concerned. The Committee agrees to post vacancies on a school phone line during the summer months. In both situations, the qualifications for the position, the duties and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position will not be changed unless the Association has been notified in advance.

Section 3.

Due weight will be given to the professional background and attainments of all applicants, length of service in the Maynard Public Schools and other relevant factors. When in the judgment of the Principal, the qualifications of the candidates are relatively equal, preference will be given to qualified teachers already employed by the Committee. Whenever practicable, vacancies in postable positions will not be filled sooner than five (5) days after which the vacancy has been posted (except on a temporary basis). Time spent in an acting appointment shall not be used as an indicator of superior qualifications for the position. The Principal shall be the sole judge of qualifications subject to the review and approval of the Superintendent and his/her/their decision will not be subject to the arbitration provision of this Agreement.

Section 4.

Nothing in this Agreement shall prevent the Superintendent from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement. Unless qualified applicants are unavailable, all permanent appointments shall be made within thirty (30) calendar days, exclusive of vacation, from the date on which the posting period expires.

ARTICLE 13: POSITIONS IN SUMMER SCHOOL, SUMMER PROGRAMS, SPECIAL PROJECTS, ADULT EDUCATION, EVENING SCHOOL AND FEDERALLY FUNDED PROGRAMS

Section 1.

The parties agree that this Agreement covers the duties, salaries and working conditions of the professional staff in the public school programs of Maynard.

Section 2.

The Committee agrees that the Superintendent or his/her designee will be required to interview all applicants for summer school, summer programs, special projects, adult education, evening school, and federally funded program positions who are members of the bargaining unit at the time the position(s) is/are posted.

Teachers who work in summer school, summer programs, special projects, adult education, evening school and federally funded programs for the district will receive an hourly rate of thirty-six (\$36.00) dollars an hour. Any other compensated assignment approved by the Superintendent will be paid at the thirty-six (\$36.00) dollar hourly rate.

Section 3.

Teachers may submit to the School Council through the Principal of the building in which the summer school will operate, a proposal as outlined in Appendix I, for an innovative summer project or program to support student growth and development on a yearly basis. The School Council will submit endorsed programs to the School Committee for final approval. Should a teacher disagree with the School Council decision, s/he has a right to appeal that decision to the Superintendent who can determine whether s/he will recommend said program to the

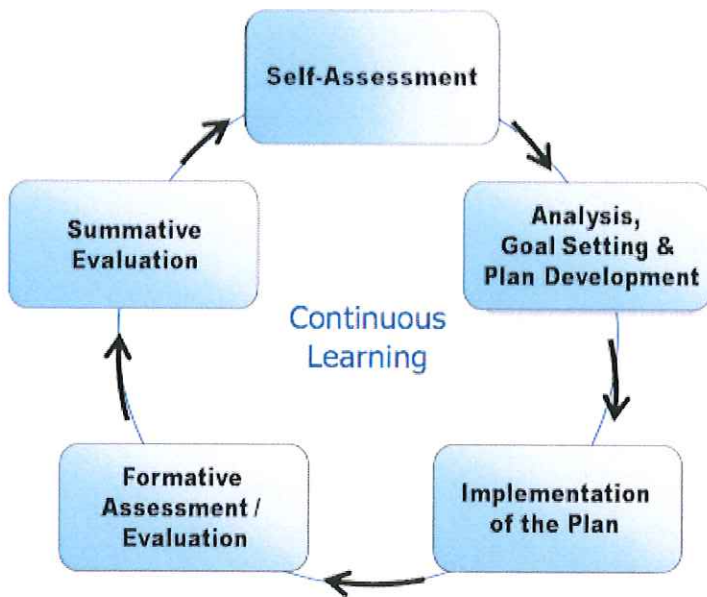
School Committee for their approval. All School Council recommendations have to be made to the School Committee on or before the first March meeting. The School Committee will approve or disapprove the program on the basis of educational priority and financial viability. The amount of compensation will be established and put in writing prior to the commencement of the project or program. Said payment will be made upon completion of the project or program as originally proposed within thirty (30) calendar days.

Section 4.

This Article will not be subject to the arbitration provisions of this Agreement.

ARTICLE 14: EVALUATION

5 Step Evaluation Cycle



- ★ Every educator is an active participant in an evaluation
- ★ Process promotes collaboration and continuous learning

Note: The language in the main body of the contract here is quite brief. However, it refers to a separate much larger appendix, also included, which contains the details of how the evaluation is structured and implemented.

- The purpose of the educator evaluations are to promote student learning, growth and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth and a clear structure for accountability. 603 CMR 35.01(2)(a).
- Educators under this contract will be observed by a Primary Evaluator, determined by the listed below, who is to perform a **majority** of the observations. Secondary evaluators can be chose from the list or by another not on the list **by mutual agreement of the primary evaluator and the educator.**

Primary Evaluators

- Building Principals
- Building Assistant Principals
- Student Services Director
- Superintendent

- The cycles for Educators will be chosen with the assistance of the Association for the first year of this evaluation system and determined by educator evaluation ratings for subsequent years as prescribed by the MA DESE, (in Appendix J), The subsequent cycles will be determined by educator evaluation ratings as prescribed by Maynard Evaluation System (in Appendix J)
- The Rubrics and all state forms for all educator evaluations were adopted by the Association and the Committee from the Department of Elementary and Secondary Education state model.
- All language for this article of the contract was adapted from the Department of Elementary and Secondary Education model contract language as seen in Appendix J
- The evaluation Language set forth in Appendix J is hereby incorporated by reference into the parties' contract.

ARTICLE 15: DISCIPLINE

Section 1.

Teachers will have the right, upon request and by appointment with the Superintendent's clerical staff, to inspect the contents of their personnel file in the presence of the Superintendent or his/her designee. A teacher will be entitled to have a representative of the Association accompany him/her during such review. No material derogatory to a teacher's conduct, service, character or personality will be placed in the personnel file unless that teacher has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such a signature does not in any way indicate agreement with the contents thereof. The teacher will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file copy.

Section 2.

Any written complaint regarding any teacher made to the Superintendent or any other administrators, or to the Committee by any parent, student, teacher, administrator or other person will be promptly called to the attention of the teacher involved.

Section 3.

The Association recognizes the authority and responsibility of the Superintendent to maintain professional standards. When the teacher is to be disciplined or written reprimand is to be placed in the teacher's personnel file, the teacher will be entitled to be represented by an MEA representative. If the teacher wishes to bring an attorney, he/she will notify the Superintendent in advance so that the school department can have legal representation present. E-mail shall not be used to discipline or reprimand any teacher.

Section 4.

No teacher shall be reduced in compensation, denied a salary increase or step increment, disciplined, or reprimanded by any member of the Administration or by the Committee without just cause. No professional status teacher shall be discharged without just cause. It is expressly understood that this Section shall not apply to the Committee's failure to reappoint a probationary (non-professional status) teacher and the Committee retains the rights which it has under professional status law and statute. The failure to reappoint a non-professional status teacher shall not be arbitral under this Agreement. It is further understood by the parties

that members of the Administration have the right to discuss matters of routine nature (academic, educational) with members of the bargaining unit, as the need arises.

Section 5.

"Reprimand" shall be defined as a formal written warning issued by an individual in a professional position outside Unit A which is placed in a teacher's personnel file.

Section 6.

Professional status teachers whose increments and/or salary increases are to be withheld will be notified by June 15 of the preceding school year. Said personnel shall have the right to the grievance and arbitration process in this matter.

Section 7.

A Teacher serving on a School Council will have all of the teacher's statutory rights and protections of this Agreement extended by the Committee to the teacher in the teacher's capacity as a School Council member.

ARTICLE 16: AVAILABILITY OF SPECIALISTS TO TEACHER

Section 1.

The Committee recognizes that classroom teachers require the assistance of certain specialists in order to carry out their assigned duties effectively. The Committee agrees that such specialists will be utilized in the system. However, it will be the responsibility and obligation of the Committee to make the final decision as to specialists.

Section 2.

The parties further agree that the subject matter of specialists while not subject to arbitration under the provisions of this Agreement shall be within the scope of professional consultation as set forth in Article XVII hereafter.

ARTICLE 17: PROFESSIONAL CONSULTATIONS

Section 1.

In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Maynard Public Schools; and in recognition of the Association's knowledge of the ideas and opinions of teachers, the Committee agrees that it (or its designated representative) will upon request of the Association meet at a reasonable time and place with the Association to consult about any matters of concern or interest to the Association. The frequency and/or length of such meeting may be extended by mutual agreement.

Section 2.

The Association agrees that prior to one week before the date scheduled for said consultation the Association will submit to the Superintendent of Schools a written agenda of subject about which it desires to consult at the meeting.

Section 3.

It is further agreed that the provision of this Article will in no way be construed as broadening the application of this Agreement as a whole; nor will these provisions make any matter subject of a grievance or arbitration matter in the absence of these provisions; nor make any matter a mandatory subject of discussion at any time other than at the consultations described

in this Article that would not be a mandatory subject of discussion in the absence of provisions of this section.

Section 4. Clear Committee

The School Committee, Superintendent and the Maynard Education Association have agreed to the formation of a committee to openly discuss any issues between the three parties. The purpose of the committee, to be known as *CLEAR* (Committee of Labor for Educative and Administrative Relations), is to maintain open communication between the three parties and solve problems in a collaborative manner. This committee will consist of the Superintendent and the President of the MEA, as well as, three designees by each person to discuss issues or concerns that may arise during the school year. *CLEAR* will meet on an as needed basis and can be commissioned by request of either the Superintendent or the MEA President.

ARTICLE 18: TEXTBOOKS

Section 1.

In accordance with the provisions of the General Laws of the Commonwealth of Massachusetts, the Committee reserves unto itself the responsibility of selecting and purchasing textbooks, and in being guided in this matter by the recommendations of the Superintendent.

Section 2.

The Committee will continue the policy of soliciting the recommendations of the teachers and shall consider such recommendations in making its selection of textbooks to be used in the schools.

Section 3.

The Committee agrees that adequate instructional material shall be available to all students so that they may complete meaningful assignments.

Section 4.

The Committee agrees that it will provide teachers' manuals and/or keys for all approved textbooks wherever these materials are available from the publishers.

Section 5.

Recognizing the statutory responsibility of the Principal for the adoption of textbooks, it is understood and agreed that the Principal reserves the right to make the final decision in regard to textbooks.

Section 6.

The subject matter of textbooks shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 19: TEACHER'S INDIVIDUAL RIGHTS RESERVED

The rights, responsibilities and benefits of persons provided herein are in addition to those provided by Town, State or Federal Statute or By-laws, State Department of Education Regulations, including without limitations all applicable professional status ("tenure") pension, and civil rights laws.

ARTICLE 20: TEACHER FACILITIES

Section 1.

Where the buildings and facilities furnished by the Town of Maynard make it feasible and practical to do so, each school will be provided with the following:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room to be reserved for the exclusive use of teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
4. Separate teacher dining areas in all schools which already have such areas.
5. Well-lighted and clean restrooms.
6. A serviceable desk and chair for each teacher.

Section 2.

Any decision of the Committee with respect to the expenditure of money for any of the foregoing facilities shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 21: USE OF SCHOOL FACILITIES

Section 1.

Subject to safety requirements and on the same basis that other public groups are afforded use of the Town's facilities, the Association will have the right to use the school buildings without cost at reasonable times for meetings. The Principal of the building in question and the Superintendent will be consulted in advance of the time and place for all such meetings in order that these appropriate school officials may avoid conflicts in the scheduling of building use.

Section 2.

The Association and/or its members will have the right to use the athletic facilities and equipment at all schools without cost, one (1) afternoon or evening each week after school hours. The schedule and other related matters will be arranged, in advance, with the Superintendent of Schools. The Committee assumes no liability when the facilities are utilized by the Association or its individual members.

Section 3.

During the summer, teachers will have access to their classrooms whenever the building is open, provided that it is not being used for other activities or being cleaned. Three weeks prior to the start of school for students, teachers will have access to their classrooms from 6:00 a.m. to 6:00 p.m., if economically feasible to do so.

ARTICLE 22: SICK LEAVE

Section 1.

Every person covered by this Agreement shall be granted an annual leave of fifteen (15) days without loss of pay for absence caused by illness or injury to be credited for usage as follows: Each Employee shall initially have five (5) days added to his/her accumulated sick leave at the beginning of each school year; in addition, one (1) day per month up to a total of ten (10) days shall be credited for each month of service thereafter.

Sick leave not used in the year of service for which it is granted shall be accumulated from year-to-year up to a maximum of 215 days.

Section 2.

Such leave with pay is intended to cover the Employee's own incapacitation due to sickness or injury. In cases where there has been an absence of more than five (5) consecutive days the Superintendent, following the fifth (5) day, may require a physician's certificate as to the necessity for such absence by the employee involved. The cost, if any, of obtaining such certificate shall be borne by the Committee.

Members of the professional staff shall be allowed to utilize up to five (5) days of their accumulated sick leave for illness or injury of any person residing in the employee's home. In case of a family separation or divorce, an employee may use these days to care for a child not residing in their residence.

Section 3.

Each employee shall be given a written accounting of all accumulated sick leave from the prior school year and the current year's allotment no later than October 1.

Section 4. Sick Leave Bank

a. The sick leave bank was established for use by eligible members of the professional staff and who have serious illness or who can demonstrate that exhaustion of their sick leave was due to serious illness.

b. Upon initial employment members of the professional staff covered by this Agreement shall each contribute two (2) days of their annual fifteen (15) days of sick leave in order to fund the sick bank.

c. The initial grant of sick leave by the sick leave bank committee to an eligible Employee shall not exceed thirty (30) days.

d. 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.

e. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.

f. The sick leave bank shall be administered by a sick leave bank committee consisting of four members. Two members shall be designated by the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness;
2. Prior utilization of all eligible sick leave.

g. The maximum accumulation of unused sick leave days in the sick leave bank which will be allowed to be carried forward to the next school year is two-hundred and fifty (250) days. When the sick leave bank falls below 250 days by an amount which is equal to the number of members of the bank, each member will contribute an additional sick leave day to the bank. Any sick leave days contributed to the sick leave bank will be deducted from the Employee's fifteen (15) annual sick leave days.

h. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

Section 5.

a. Upon death or normal retirement under the Teacher's Retirement Law or separation of employment as a result of layoff following the expiration or waiver of any recall rights, each Employee of the Maynard Public Schools covered by this agreement who was employed by the Maynard Public Schools on or before June 30, 1986, (or the estate of such employee as the case may be) shall be paid fifty-percent (50%) of their unused accumulated sick leave in

the Maynard Public Schools as of the date of such Employee's separation or a maximum of \$24,799 in 2017/2018, \$25,295 in 2018/2019, \$25,801 in 2019/2020, \$26,317 in 2020/2021 whichever is less.

b. An Employee otherwise eligible to receive the benefits of paragraph "a" above may, in lieu thereof, be eligible to receive a greater maximum payment of up to \$26,565 2017/2018, \$27,096 in 2018/2019, \$27,631 in 2019/2020, \$28,971 in 2020/2021. If, as of the date of such Employee's death, normal retirement of separation from employment pursuant to said paragraph "a", such Employee has, in addition:

1. Served a minimum of fifteen (15) years in the Maynard Public Schools; and
2. Accumulated a minimum of ninety-percent (90%) of the applicable maximum sick leave accumulation. (193.5 days)

c. Employees covered by this Agreement who commenced employment after June 30, 1986, shall be paid fifty-percent (50%) of their accumulated sick leave in the Maynard Public Schools or a maximum of \$9540 in 2017/2018, \$9731 in 2018/2019, \$9926 in 2019/2020, \$10,125 in 2020/2021 whichever is less.

Section 6. FMLA

"The Association acknowledges that the Association and the Committee are subject to the provisions of the FMLA. The FMLA shall not increase or decrease the length of leave available to eligible employees under this agreement. Where an employee takes leave under one of the aforementioned articles for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's Statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to the leaves currently available to the extent such leaves are for reasons covered by the FMLA. You may elect to substitute accrued paid leave for unpaid FMLA leave.

ARTICLE 23: TEMPORARY LEAVES OF ABSENCE

Section 1.

It is recognized by all that absences by regular teachers from the classroom interrupt the educational process and must, therefore, be held to an absolute minimum.

Section 2.

A full-time member of the professional staff covered by this Agreement will be allowed leave without loss of pay in any one (1) school year for the following reasons:

a. Bereavement/serious illness: Three (3) consecutive days in each instance of death or serious illness in the immediate family (immediate family for the purpose of this Section is defined to mean father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandparents, grandchildren and any person residing in the employee's household. Additional Bereavement Leave may be granted at the discretion of the Superintendent for either days or other individuals.

b. Court: Absence caused by required court appearance in connection with school business or teacher's employment.

c. Personal Days: In each school year, the teacher may obtain two (2) days of personal leave per school year for the purpose of transacting imperative legal business, household or family matters which are impossible to transact during non-school hours or, outside normal teacher's work day, including the inability to reach school in inclement weather. Such personal days shall not be cumulative. Additional personal days may be granted at the discretion of the Superintendent.

The following items of explanation apply:

1. Application for such leave must be made in writing to the Superintendent as early as possible and, except in the case of an emergency, not less than one week in advance in order to assure adequate coverage. Such application will set forth the reasons for such personal leave.
2. Except in emergency situations, personal leave days and comp days shall not be granted the scheduled work day before or after a holiday, vacation period, or other leave of absence.

Section 3.

Teachers called into temporary active duty with a unit of the United States Armed Forces or National Guard will perform such duty during a period when school is not in session except when the necessity of government makes other demands absolutely necessary. Such teachers will receive all benefits and rights to which they are entitled under existing law.

Section 4.

Leave taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his/her own substitute.

Section 5.

Leave requested pursuant to this Article shall not be unreasonably and arbitrarily withheld.

Section 6.

In accordance with Chapter 234A of the General Laws of Massachusetts the Employer shall pay a teacher who serves as a juror in the Courts of the Commonwealth of Massachusetts or the United States the difference between the teacher's regular wages and the payment the teacher received for such jury service, exclusive of any travel allowance. The teacher shall present proof of jury service, and the amount of compensation the teacher received therefore, to the Superintendent or designee in order to receive payment from the Employer under this Article. For the purposes of this Article only, regular wages shall include any compensation for extra-curricular stipends or coaching positions, if they would be lost by the teacher by doing jury service. It is further understood that any Employee selected to serve as a juror will attempt to have their service deferred to non-school periods.

ARTICLE 24: EXTENDED LEAVES OF ABSENCE

Section 1. Peace Corps/Exchange Teacher

A leave of absence without pay of up to two (2) years may be granted to a professional status teacher who joins the Peace Corps, serve as an exchange teacher, and is a full-time participant in any such program. Upon return from such leave, a teacher will be considered to be actively employed by the Committee for increment purposes during the leave and will be placed in the salary schedule at the level that would have been achieved if the teacher had not been absent.

Section 2. Military Service

As covered by the applicable law, military leave will be granted to any permanent teacher who is included or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher may be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system during the period of absence up to a maximum of three (3) years.

Section 3. Family Illness

A leave of absence without pay or increment of up to one (1) year may be granted to a professional status teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent for this purpose.

Section 4. Health

A professional status teacher may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

Section 5. Leave Process

The teacher will notify the Superintendent by April 1 of the teacher's intention to return at the beginning of the next school year following termination of the leave. All requests for extensions or renewals of leave must be applied for in writing on or before March 15 of each year in which the leave expires. Decisions of such requests will be confirmed in writing by April 15.

Section 6.

Applications for an extended medical leave of absence, without pay, must state the specific reasons therefore and should be submitted at the earliest possible date to the Superintendent of Schools, who, in turn, will make his/her recommendations thereon to the Superintendent. If the reason for the requested extended leave of absence is due to prolonged illness or recovery from injuries, the application shall be supported by a physician's certificate setting forth the nature of the illness or injury and that the absence is medically necessary; and, in such case, the Committee may require the Employee to undergo a physical examination by a physician designated and paid by the Committee.

Section 7.

All benefits except incremental advancement to which a teacher was entitled at the time a leave of absence commenced, will be restored upon the teacher's return. The teacher will be assigned to the same position held at the time said leave commenced, if available. If the same position is not available, the teacher will be assigned to a position which is available at the time of the teacher's return and for which the teacher is qualified.

Section 8.

The Superintendent may grant one (1) professional status teacher a leave of absence without pay for two (2) years for the purpose of holding elective office in the Massachusetts Teachers Association or National Education Association.

Section 9.

The Superintendent may grant a leave of absence of two (2) years without pay for increment credit to one (1) professional status teacher to campaign for himself/herself or serve in an elective county, state or federal office.

Section 10.

Other leaves of absence without pay may be granted by the Superintendent. All requests for extensions or renewals of leave will be applied for and answered in writing and the Superintendent's decision shall be final and binding.

Section 11.

The Superintendent may grant an unpaid leave of absence of up to two (2) years in order to pursue alternative careers.

ARTICLE 25: PARENTING LEAVE

This Article applies to all pregnant teachers, adoptive parents and to paternity leave as needed by male teachers employed by the Committee on a permanent basis.

Section 1.

A teacher who becomes pregnant will notify the Superintendent in writing as soon as possible but in no event less than four (4) weeks before the commencement of such leave, stating the anticipated dates of departure and return.

Section 2.

The pregnant teacher may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Superintendent may require such medical evidence of the teacher's ability to continue employment as it may require when questioning the health of a teacher in a non-maternity related situation.

Section 3.

Staff members who desire to return as soon as possible after conclusion of pregnancy will be allowed up to eight (8) weeks leave and will be guaranteed the same position held at the time the leave commenced. In the event birth takes place during a vacation when the teacher is not on leave, the eight-week period will commence from the date of conclusion of pregnancy.

Section 4.

In the event a teacher desires to leave longer than the time allowed in Section 3 above the procedure listed below will follow:

- a. If the leave commences before February 1, it shall terminate with the return of the teacher either the first or second beginning of next school year.
- b. If the leave commences on or after February 1, it shall terminate with the return of the teacher on either the start of the following second school semester or the beginning of next school year after that.
- c. Upon returning from parenting leave, a teacher will be returned to the same position, or to a similar position which she held at the time the leave commenced. Teachers who wish to return prior to the dates described above will not be guaranteed a position on the date requested but will be offered the next available position in the area in which they were working at the time their leave commenced.
- d. In no event shall a parenting leave include time in more than two (2) school years.

Section 5.

The teacher shall notify the Superintendent in writing which option she is electing with respect to leave duration. Such option will be binding on the teacher. Notification must be received by the Superintendent at least four (4) weeks prior to the teacher's anticipated departure on maternity leave. Parenting leave will be granted to commence as of the date requested. A physician's statement giving the approximate date of delivery is to accompany each request for parenting leave of absence. The Superintendent may terminate a teacher's employment if the teacher fails to return to work at the conclusion of the teacher's requested parenting leave. Such a termination will not be subject to grievance arbitration provisions of this Agreement.

The Superintendent may extend the teacher's parenting leave because of extraordinary circumstances.

Section 6.

The teacher who is pregnant or is on parenting leave, and who is physically unable to work because of disability connected to pregnancy, may use accumulated personal sick leave to cover those days when she is disabled and unable to work. The Superintendent may require a teacher to submit adequate medical evidence verifying the disability. Disability connected to pregnancy shall be defined as a physical inability to work caused by pregnancy, miscarriage, abortion, childbirth, or recovery there from.

Section 7.

Any benefits to which a teacher was entitled under this Agreement will be restored to the teacher upon return and the teacher will be placed on the applicable salary schedule at the step attained when the leave commenced except that a teacher who had taught ninety-one (91) days or more in the school year in which the leave commenced will be placed on the next step of the applicable salary schedule.

Section 8.

A male teacher shall be granted paternity leave of absence without pay of up to one (1) year provided the Superintendent is given at least forty-five (45) days' notice in writing prior to the expected date of birth. Such leave may be granted only at the end of a marking period, and must terminate at the beginning of the next school year. A male teacher wishing to return at another time may do so only if a vacancy occurs that he is qualified to fill.

A teacher on paternity leave shall not accrue paid sick leave during the period of such leave. Upon returning from paternity leave, the teacher will receive credit for one full year of teaching if he completed at least ninety-one (91) days of teaching during the school year prior to his leave. Otherwise, the teacher shall return to the step on the salary schedule which he held prior to his leave. The teacher shall be returned as soon as practicable to the position he held prior to his leave, or to a similar position for which he is qualified/certified.

Section 9.

A teacher adopting a child shall be granted a leave of absence without pay under conditions similar to those listed in this Article as they relate to a teacher who wishes to commence her/his parenting leave at a fixed date earlier than the expected Parental Leave.

Section 10.

The parties agree that these procedures will be interpreted in order to assure compliance with Federal and State (Massachusetts) laws governing maternity leave.

ARTICLE 26: SABBATICAL LEAVE

Sabbatical leave is a leave of absence granted to Employees by the Committee, in its discretion, so that Employees may engage in professional study or research for periods of one (1) full school year or one (1) full school semester. Such sabbatical leave may be granted subject to the following conditions:

- a. Such leave will improve the quality of teaching.

- b. No more than two (2) members of the professional staff as covered by this Agreement will be absent on sabbatical leave at any one time.
- c. Notification of intent to apply for a sabbatical leave will be made by the teacher in writing to the Superintendent by November 1 of the school year preceding the desired sabbatical leave. Final application for sabbatical leave will be made by February 1 of the preceding school year. Such application will be in writing to the Superintendent and action must be taken on all such requests no later than April 1 of the preceding school year for which the sabbatical leave is requested.
- d. The teacher has completed at least six (6) consecutive full years of service in the Maynard Public Schools.
- e. Teachers on sabbatical leave shall be paid 50% of their regular salary rate for time spent on sabbatical leave up to one year. Upon submission of financial plan by the teacher involved providing for funding by a third party, the Committee may in addition to such funding provide a differential payment to the teacher or teachers involved. Such differential payment by the Committee shall not exceed 50% of the teacher's salary and in no event will the teacher while on sabbatical leave receive more than his/her annual salary.
- f. Upon termination of such leave the teacher will return to service in the Maynard Public Schools for a period equal to twice the length of such leave and that in default of completing such service except in the case of permanent disability or death, the teacher will refund to the town an amount equal to such proportion of salary received by the teacher while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

ARTICLE 27: ASSOCIATION RIGHTS AND PRIVILEGES

The Committee agrees that in the interest of providing the professional staff of Maynard with the finest professional atmosphere, the following rights and privileges will be extended to the Association.

1. Where possible and practicable, space will be provided for the Association President to have a filing cabinet conveniently located near the President's primary teaching station.
2. The President of the Association and two (2) of the President's designees will be granted leave to attend one meeting of the Massachusetts Teachers' Association without loss of pay.
3. Once monthly, teachers who plan to attend an Association meeting will be allowed to leave their respective buildings at the end of the school day in order to attend such meetings.
4. No teacher will be prevented from wearing pins or other identification of membership to teacher organizations.

ARTICLE 28: PROFESSIONAL DEVELOPMENT AND EDUCATION DEVELOPMENT

The Employer will grant financial assistance to teachers covered by this Agreement who pursue advanced study directly related to the professional growth of the individual teacher, subject to the approval of the Superintendent and subject to the following terms and conditions.

Section 1.

A teacher who wishes to attend a workshop, seminar, conference, visitation to another school, or undertake any other similar activity to enhance the teacher's professional development and who wishes to be reimbursed for some or all of the costs of this activity shall make application for use of said fund. The application will state, among other things, the purpose for the request, the amount of the cost for the activity and the amount of reimbursement sought, if different. The application must be approved and be signed by the teacher's Principal. The

Superintendent shall then receive the application and recommend the amount of the reimbursement, which may be approved in advance of the attendance at the class, workshop, etc. The Principal and the Superintendent may, at their discretion, require a report from the teacher evaluating the usefulness of the particular activity.

Section 2.

A teacher may also apply for reimbursement of not more than one (1) course per semester to be taken at an accredited college or university or professional training school. All courses must be approved in advance by the Superintendent. Assistance will be limited to tuition, registration and laboratory fees and will not include books or transportation. Reimbursement shall also be subject to presentation of evidence of payment and the earning of graduate credits with a grade of "A" or "B", where applicable.

Section 3.

\$8400 will be available for the 2018/19 school year, \$8400 for the 2019/20 year, and \$8400 for the 2020/2021 school year.

The funds available to teachers under this Article shall be available on a "first come, first served" basis until all the funds for the year are encumbered. No other funds will be available for these purposes. The deadline for submitting requests is May 14th. By May 15th, the Association President, Superintendent and Director of Finance will meet to discuss how any surplus funds can be used."

"A teacher may also apply for reimbursement of not more than two (2) courses per year to be taken at an accredited college or university or professional training school. All courses must be approved in advance by the Superintendent. Assistance will be limited to tuition, registration and laboratory fees and will not include books or transportation. Reimbursement shall also be subject to presentation of evidence of payment and the earning of graduate credits with a grade of ""A"" or ""B"", where applicable. Reimbursement is limited to a maximum of \$400 per course. "

Section 4.

This Article is not subject to the arbitration provision of this Agreement.

Section 5.

The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request of and/or with the advanced approval of the Superintendent whose decision shall be final and binding and not subject to the arbitration provisions of this Agreement. This provision does not preclude a teacher from attending such activities, at the teacher's own expense and without loss of pay where approved by the Superintendent.

Section 6.

Teachers participating in curriculum development or an in-service course within the Maynard Public Schools shall be considered to have earned the equivalent of semester hours of credit toward advancement on the salary schedule where such courses and curriculum programs have received prior approval for such purposes by the Superintendent or designee.

Section 7.

The Superintendent will establish a Professional Development Advisory Committee in consultation with the President of the Maynard Education Association. Said Committee will meet from time to time, as it deems appropriate to formulate recommendations relative to professional development programs. The Superintendent will consider said recommendations when deciding upon professional development activities for the staff.

Section 8

District required certifications as a result of state or federal legislative required services will be provided by the district two (2) times during the summer recess when school is not in session. These will be provided one (1) week after school ends and one (1) week prior to the start of school. Teachers will be compensated for their time at an hourly rate of thirty-six dollars (\$36.00). Extenuating circumstances will be discussed between the teacher and the Superintendent. Teachers who facilitate professional development and participate in curriculum development for the district will receive an hourly rate of thirty-six (\$36.00) an hour. Any other compensated assignment approved by the Superintendent will be paid at the thirty-six dollar (\$36.00) hourly rate

Section 9

Bargaining unit members hired before July 1, 2018 who have not earned the Sheltered English Instruction (SEI) endorsement and who are required by the Department of Elementary and Secondary Education to receive this endorsement will be reimbursed at the rate charged for this course by area collaborative upon successful completion of the course. Members who prefer to take the SEI MTEL will be reimbursed for the cost of one (1) test upon the successful passage of the test. Bargaining unit members hired on or after July 1, 2018 who are required to have the SEI endorsement will obtain the endorsement at their own expense.

ARTICLE 29: SEPARABILITY AND SAVINGS

Section 1.

If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with our enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement and rider thereto, or the application of such Article or Section to person or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Section 2.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into negotiations at the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE 30: PROTECTION

Section 1.

The rights of the teacher to indemnification against certain actions and claims and to legal assistance will be governed by Massachusetts General Laws, Chapter 258.

Section 2.

In case of personal injury to a teacher, sustained as a result of and in the performance of his/her duties, the Superintendent's Office will notify the Massachusetts Teachers' Retirement Board as required by M.G.L. 32:7, and will provide a copy of such notification to the teacher.

Section 3.

Teachers who receive a personal injury arising out of and in the course of their employment are entitled to Workers' Compensation benefits provided by the Town of Maynard.

ARTICLE 31: PAYROLL DEDUCTION

Section 1.

The Committee agrees to deduct from the salaries of its Employees dues for the Maynard Education Association or Massachusetts Teachers Association and/or the National Education Association. Written requests on appropriate forms must be filed with the Superintendent by the third Monday of October.

Section 2.

The Association will certify to the Committee in writing the current rate of membership dues. The Association shall give the Committee thirty (30) days written notice prior to the effective date of change of membership dues.

Section 3.

Deduction shall be made in installments on specified payroll periods. The Committee will not be required to honor for any month's deduction any changes in authorizations that are delivered to it later than three weeks prior to the payday when the deductions are to be made.

Section 4.

The Treasurer of the Town of Maynard shall send all dues thus collected and accumulated to the Association Treasurer.

Section 5.

In order to provide for a non-forfeitable tax-sheltered annuity payable upon retirement or termination of employment, a teacher may contract with the Committee pursuant to Section 37B or Chapter 71 of the General Laws of Massachusetts for purchase of such annuity as part of his or her Employment compensation. Such contract shall specify the premium to be paid toward the annuity and the benefits payable there under.

Section 6.

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

ARTICLE 32: LAYOFF

Section 1.

The School Committee retains the exclusive right to determine the number of teaching positions and other professional positions and the number of teachers and staff in the Maynard Public Schools and to determine that a reduction in the number of professional staff and/or layoffs are necessary. For the purposes of this Article, a "layoff" shall be defined as a reduction in the total amount of time a teacher is employed either in whole or in part. Such

decisions shall be final and binding and not subject to the arbitration provisions of this Agreement.

Section 2.

For the purpose of this Article, the following seniority levels shall be established:

- Level 1. Certification in grades Kindergarten through eight
- Level 2. Certification in grades six through twelve
- Level 3. System-wide specialists (art, music, physical education, technology education, home economics, etc.)
- Level 4. Certification as special needs teachers

Section 3.

For the purposes of this Article, the subject areas, for layoff purposes in grades six through twelve shall be: English, Science, Social Studies, Mathematics, Language Arts, Foreign Languages, Guidance, Business Education, Technology Education, Home Economics, and Health/Life Studies.

Section 4.

When the Committee determines that it is necessary to layoff a member of the professional staff, such layoff will take place in accordance with the following procedures:

- a. To the extent possible, normal attrition will be used to reduce the number of positions in those levels and/or subject areas in which reductions and/or layoffs are necessary. That is, Employees who resign, retire or otherwise terminate their employment shall not be replaced unless there is no one in the Maynard Public Schools who is qualified to fill such position.
- b. No qualified professional status teacher shall be laid off while a non-professional status teacher is holding a job which the professional status teacher is qualified to fill.
- c. Any and all substitute teachers will be issued non-rehire notices before any regular full or part-time teacher is laid off.
- d. All staff who are employed in less than a regular full-time capacity will be laid off first in the following order:
 - 1. Temporary substitutes
 - 2. Permanent substitutes
 - 3. Regular part-time staff that were originally hired as regular part-time staff.
- e. The Committee agrees that in the event certain subject courses are being taught by certified or non-certified members of the professional staff on a limited basis, no teacher with professional teaching status who has seniority and is certified to teach in that area or areas of certification shall be laid off as a result.

It is understood and agreed that if a part-time teacher is laid off in accordance with these provisions, the Committee will not be obligated or required to convert the part-time position to a full-time position.

Section 5.

The Superintendent will not lay off any teacher with professional teacher status pursuant to a reduction in force if there is a teacher without such status and the teacher with professional teacher status is certified in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same certification as the PTS teacher. The order of layoffs of professionally status teachers shall be determined based on the teachers' qualifications, which shall mean job performance, including overall ratings on

teacher evaluations, and the best interests of students in the school or district. The best interest of the students in the school or district shall mean the teacher's best four (4) summative evaluation ratings, or an equal number of summative evaluation ratings, if the teacher has fewer than four (4) as compared to the other teachers' summative evaluation ratings. Proficient and Exemplary will be considered as equal. The number of summative evaluations compared will include all evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. The most recent evaluations that will be used are from the previous full school year that the RIF is taking place. The first year following an involuntary transfer may be left out at the request of the transferred teacher. In the event that teacher' qualifications are no different from one another, a members' length of service as a teacher in the district shall serve as the tie-breaker in determining the first teacher to be laid off, For purposes of this section, no distinction shall be made between an overall performance rating of exemplary and proficient.

Prior to implementing a Reduction in Force, the Superintendent shall inform the Association President of the RIF decision, and then meet with the PTS to be laid off and the Association President to inform them of the decision

Section 6.

Where possible and practicable, teachers who are laid off pursuant to this Article shall be notified no later than May 1st that they are being laid off the following September.

Section 7.

a. While teachers covered by this Agreement are on layoff, the Committee agrees not to hire teachers new to Maynard to fill permanent vacancies for which teachers on layoff are qualified and certified to fill. Any teacher whose position has been completely reduced and is on layoff will have a right to recall within his/her level and/or subject area until the third September first following the effective date of termination. An "involuntary" part-time teacher shall have a right to recall within his/her level and/or subject area until the fifth September first following the effective date of any involuntary reduction(s). However, teachers on layoff who have declined an offer to be rehired, need not be contacted further nor rehired in the event of additional openings to be filled by the Superintendent. Recall to a level and/or subject area will be by seniority or length of service (in the inverse order of layoff) providing that the teacher is qualified for the position in question.

b. A teacher on layoff can be recalled to any level or subject area that they are certified to teach in when an opening occurs. Any new certifications obtained by a teacher while on layoff may be used for recall purposes as openings occur. It is the responsibility of the teacher on layoff to inform the Superintendent of any new certifications acquired in writing. These new certifications can only be used by a teacher on layoff for recall purposes and in no way will the new certification attained be used for bumping back into the unit.

Section 8.

All professional employees who are on layoff will be placed on the recall list by the Superintendent unless otherwise indicated by the teacher in writing.

Section 9.

Teachers shall be notified of recall via certified mail at the last address of record at the Office of the Superintendent of Schools. Teachers shall have ten (10) calendar days from date of mailing to notify the Superintendent of their acceptance or rejection.

Section 10.

Nothing in this policy shall prevent the Superintendent from temporarily filling a vacancy under conditions or circumstances which he/she considers to be an emergency.

Section 11.

Employees who have been laid off shall be given preference on the substitute list if they so desire and so indicate in writing.

Section 12.

When a layoff and/or non-renewal of non-professional status teacher is necessary, the decision of the Superintendent as to the layoff and/or non-renewal of non-professional teachers shall be final and binding and not subject to the arbitration procedure of the Agreement in accordance with Article IV, Section 3 of the Agreement.

Section 13.

DEFINITIONS - The following terms shall have the following meanings when used in this Article:

- a. *Authorized Leaves* - Any leaves of absence approved by the Superintendent or by a vote of the School Committee.
- b. *Qualified* - Certified in accordance with the provisions of this Agreement.
- c. *Certified* - Possession of a valid teaching certificate and/or valid administrative certificate as issued in accordance with Section 38G of Chapter 71 of the General Laws of the Commonwealth and the rules and regulations of the Department of Education. It is the responsibility of the teacher to see that an up-to-date copy of said certificate is on file in the Superintendent's Office.
- d. *Length of Service* - (seniority) - Length of continuous full-time employment in a professional position in the Maynard Public Schools from the most recent employment day (for which compensation was received) including time spent on authorized leave. The President of the Maynard Education Association shall have super-seniority during the life of this Agreement for the purposes of layoff.
- e. *Actively Teaching* - means full time teaching and does not include teaching as a temporary replacement, part-time teacher or substitute teacher.

Section 14. Seniority List

One Seniority List shall be established to each school year prior to October 1 of said year if possible and practicable, but in no event shall the list be established later than December 1 of said year and shall remain in effect until the subsequent list has been established. The Maynard Education Association shall consult with members of the bargaining unit to determine appropriate placement and shall forward to the Superintendent the initial Seniority List containing the names of all Employees covered by this Agreement. Should the Superintendent choose to challenge the accuracy of the Seniority List, written notice detailing the challenge shall be sent to the President of the Association within fifteen (15) school days of receipt of the Seniority List. Within ten (10) school days of the receipt of the challenge, the Superintendent shall meet with the President of the Association to resolve the challenge. Challenges to the make-up of subsequent annual Seniority Lists may be made only to the extent of the changes, if any, to the preceding Seniority List. The Superintendent and the President of the Maynard Education Association shall sign the Seniority List within ten (10) days after each revision and/or upon the resolution of a challenge. Should either party fail to sign the list within said ten (10) day period, the list shall be considered to be approved by both

parties.

Section 15.

Questions or issues as to whether professional status teachers have been laid-off or recalled in accordance with the layoff and recall procedures of this Article shall be subject to Grievance and Arbitration Article.

ARTICLE 33: RETIREMENT INCENTIVE

Section 1.

In order to provide an incentive for retirement from the Maynard Public Schools, to reward those who desire to end their careers of long service to the children of Maynard and, at the same time, to provide a long term financial savings to the Town of Maynard as well as career advancement opportunities for other teachers, a retirement program has been agreed upon as follows:

Section 2.

Those eligible to participate in the program are all teachers who have, as of January 1 of the fiscal year in which they elect to retire, served a minimum of fifteen (15) years in the Maynard Public Schools and who, as of that date, meet the following requirements and qualifications.

- a. The teacher must be at least fifty-five (55) years of age;
- b. The teacher must be at the maximum step of the salary schedule.
- c. The teacher must elect to take advantage of the incentive by retiring in either of the 2017/2018 fiscal year, the 2018-2019 fiscal year 2019/2020 fiscal year or 2020/2021 fiscal year.
- d. Notices of irrevocable intention to retire must be given by 5:00 p.m., November 1, and will become final and irrevocable as of 5:00 p.m., April 15, of the applicable fiscal year.
- e. No more than three (3) teachers shall be eligible to receive the incentive, in each of the three (3) fiscal years it is effective. In the event more than three (3) teachers have finally elected retirement in a single fiscal year, the three (3) teachers with the greatest seniority shall be considered eligible. Notices of intent to irrevocably retire shall not be binding on those teachers subsequently determined to be ineligible for the benefits of this Article.
- f. The Superintendent may in its sole and unreviewable discretion agree or refuse to agree 1) to extend the benefits of this Article to any number of teachers greater than three (3) in any fiscal year this benefit is applicable or 2) to waive or extend time limits for application hereunder. Final approval and acceptance of notices of retirement hereunder shall be made by April 15 of the fiscal year concerned.
- g. Each teacher electing to irrevocably retire and who is eligible under the requirements of this Article shall receive a one-time grant of \$7,885. In the 2017/2018, \$8043, in the 2018/2019, \$8,204, in the 2019/2020, \$8,368.in the 2020/2021. Depending upon the effective date of retirement of the particular teacher concerned, the cost of the teacher's replacement, if any, and, as a result, the remaining monies available to the Committee, payment of said one-time grant will be made, at the Superintendent's sole discretion, within ninety (90) days of the effective date of retirement or at a date no later than August 15 of the first fiscal year subsequent to that fiscal year in which the retirement becomes effective.

Section 3.

Teachers who elect to retire under the provisions of this Article will be eligible to redeem unused accumulated sick leave only if their retirement otherwise, and independently, qualifies them for such under the provisions of Article XXI, Sick Leave, Section 5.

Section 4.

Compliance with the eligibility requirements and deadlines for applications hereunder shall be strictly enforced.

Section 5.

Notwithstanding any other provision of this Agreement, the Committee may offer such retirement incentives as it may from time to time deem to be appropriate pursuant to the following conditions.

a. A written announcement of the retirement incentive will be sent to the President of the Association and to all members of the bargaining unit who will be completing twenty (20) or more years of service in Maynard at the end of the school year in which the announcement is made.

b. Eligible personnel will be given at least sixty (60) calendar days from the date of the announcement in which to submit an irrevocable written resignation to be effective without any further action by the Committee upon the close of the school year.

c. No later than July 31st of the calendar year in which the resignation is effective, the Committee will pay each teacher who submits a resignation the amount of money set forth in the announcement as a retirement incentive.

ARTICLE 34: AGENCY SERVICE FEE

Section 1.

Effective the 30th day following the ratification of this Agreement, each member of the bargaining unit who is a member of the Association in good standing shall be required to maintain such membership in the Association or pay an Agency Service Fee, as a condition of employment.

Section 2.

Effective the thirtieth (30th) day following the ratification of this agreement, all other Employees shall be required to become a member of the Association or pay an Agency Service Fee, as a condition of employment.

The Association agrees to indemnify and save the School Committee harmless against any and all claims, demands, or suits or other forms of liability or costs, including reasonable attorneys' fees that may arise out of or by reason of any action taken by the Committee for the purpose of complying with the provisions of this Article.

The Association agrees to assume full responsibility for the disposition of the Agency Service Fee monies so deducted under Paragraphs 1 and 2 above once they have been turned over to the Treasurer of the Association.

No action by the School Committee shall be considered against any member of the bargaining unit for failure to meet his/her Agency Service Fee obligation, unless and until the Association certifies, in writing, to the School Committee that said member has not met the obligation imposed by this Article.

ARTICLE 35: SALARIES

A. Teachers Salary Schedules

The Teachers Salary Schedules for this three-year Agreement are attached hereto as "Appendix A". Salaries and stipends for each school year shall become effective September 1 of the school year concerned and where increases are set forth as effective in the "second

half" of a particular school year, such increases shall be effective on the 91st day of that school year.

Annual stipends for additional degrees beyond Bachelor's Degree and/or additional credits.

Annual stipends for degrees and/or course credits obtained beyond a Bachelor's Degree shall be as set forth in Appendix A.

B. Extra/Co-Curricular Stipends

The extra-curricular Stipend Schedules are attached hereto as "Appendix B".

C. Coaches Salary Schedules

Coaches Salary Schedules are attached hereto as "Appendices C(i), C(ii) and C(iii)."

ARTICLE 36: ANNUAL COMPENSATION

Section 1.

It is understood and agreed that annual increments (steps) on the salary schedule and/or salary increases are not automatic but will be granted only where there has been a continuance of high standards of teaching.

Section 2.

Professional status personnel whose increments and/or salaries are withheld will be notified by June 15 of the preceding school year.

Section 3.

This article shall not apply to termination of a teacher's contract due to reduction in force, elimination of positions, or co-curricular and/or extra-curricular assignments listed in Appendix B and C(i), C(ii), and C(iii) of this Agreement, nor shall reprimand or discipline under this Article be applicable to the evaluations procedure.

Section 4.

The salaries of all personnel covered by this Agreement shall consist of two components: Basic Salary and Extra Duty Compensation.

a. The salary shall be in accordance with Appendix A attached hereto and made a part hereof.

b. Evidence of degree status is required of all teachers on employment or on receipt of a degree, Providing the notice of intent has been submitted by February 15th of the year preceding the change in degree status, then the step increase will take effect in the first pay period after central office receives the appropriate documentary evidence."

Section 5.

The rate of pay for part-time teachers will be prorated on the step of the salary schedule to which the teacher would be entitled if employed full-time.

ARTICLE 37: CHAPERONES

Teachers who chaperone overnight trips for school functional may elect to receive either one (1) compensatory day or one hundred twenty-five dollars (\$125.00) per night. Teachers may not take more than 2 of their nights of compensation as compensatory days.

ARTICLE 38: RECERTIFICATION

In accordance with the provisions of the Education Reform Legislation of 1993, which requires that all teachers in Massachusetts be recertified or relicensed, the Committee agrees to

compensate each said recertified or relicensed teacher, hired on or before July 1, 2018, once in every five year cycle, the sum of \$100.00 for the cost of such recertification or relicense upon receipt of a copy of the recertification or relicensed documents. Teachers must apply for reimbursement within 90 calendar days of receiving notification of recertification from the DESE. The parties agree that the Committee shall not be required to reimburse a teacher for more than \$100.00 in any five (5) year period.

ARTICLE 39: SCHOOL DAY/YEAR

If the Committee determines that changes in the length of the school day and/or school year become necessary during the term of this agreement, the Maynard Education Association President will be so notified, and the Maynard Education Association will have the right to bargain over the impact of any such changes.

ARTICLE 40: HEALTH AND SAFETY

The School Committee agrees to provide working conditions that meet health and safety standards provided for in all relevant federal, state, and local laws and regulations, generally accepted standards, and the dictates of common sense.

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

Issues of health and safety in the district are the responsibility of the Maynard Wellness Committee. The Wellness Committee shall be co-chaired by the Superintendent and Association President or their designees. Functions related to health and safety shall be to identify health and safety issues and concerns; develop plans for addressing and resolving health and safety issues and concerns; monitor implementation of repairs or remediation of health and safety issues and concerns; inform employees of health and safety issues and concerns; track workplace illnesses and injuries to determine if additional health and safety protective measures should be implemented.

ARTICLE 41: EVERGREEN CLAUSE

The Association and the Committee agree that in the event that a contract expires before a new contract is agreed upon, that the terms of the final year of the most recent contract will be extended until a new agreement has been reached.

ARTICLE 42: ELECTRONIC SURVEILLANCE

A School Committee policy addressing this matter has been written, and presented at the School Committee on May 15, 2014. We will not add language to the teacher contract on this matter.

ARTICLE 43: DURATION

The Association and the School Committee agree to a 3-year contract, beginning September 1, 2018 through August 31, 2021.

Maynard School Committee


Chairperson

6/22/18
Date

Maynard Education Association


President

6-18-18
Date

APPENDIX A

17-18 Revised New	B	B*	B+15	M/M+15	M+30	M+45	MM/M+60 CAGS after 6/16	DOCTRATE CAGS Before 6/16
1	\$41,973	\$43,795	\$44,708	\$49,812	\$54,167	\$55,905	\$58,737	\$61,568
2	\$44,026	\$45,867	\$46,789	\$51,935	\$56,323	\$58,073	\$60,921	\$63,769
3	\$46,184	\$48,039	\$48,969	\$54,115	\$58,566	\$60,325	\$63,188	\$66,051
4	\$48,447	\$50,316	\$51,250	\$56,462	\$60,897	\$62,666	\$65,539	\$68,412
5	\$50,819	\$52,697	\$53,637	\$58,871	\$63,323	\$65,096	\$67,978	\$70,859
6	\$53,311	\$55,192	\$56,135	\$61,382	\$65,843	\$67,621	\$70,508	\$73,394
7	\$55,920	\$57,806	\$58,751	\$64,000	\$68,465	\$70,244	\$73,133	\$76,022
8	\$58,662	\$60,543	\$61,486	\$66,730	\$71,192	\$72,969	\$75,854	\$78,740
9	\$61,535	\$63,411	\$64,350	\$69,578	\$74,027	\$75,798	\$78,678	\$81,556
10	\$64,549	\$66,412	\$67,348	\$72,546	\$76,976	\$78,740	\$81,606	\$84,473
11	\$67,713	\$69,557	\$70,484	\$75,639	\$80,040	\$81,793	\$84,644	\$87,495
12	\$71,033	\$72,856	\$73,770	\$78,873	\$83,226	\$84,966	\$87,798	\$90,629
13	\$72,744	\$74,568	\$75,466	\$80,529	\$84,850	\$86,598	\$89,419	\$92,242
14	\$74,513	\$76,311	\$77,210	\$82,245	\$86,546	\$88,279	\$91,081	\$93,884

18-19 Revised	B	B*	B+15	M/M+15	M+30	M+45	MM/M+60 CAGS after 6/16	DOCTRATE CAGS Before 6/16
1	\$42,812	\$44,671	\$45,602	\$50,808	\$55,250	\$57,023	\$59,912	\$62,799
2	\$44,907	\$46,784	\$47,725	\$52,974	\$57,449	\$59,234	\$62,139	\$65,044
3	\$47,108	\$49,000	\$49,948	\$55,197	\$59,737	\$61,532	\$64,452	\$67,372
4	\$49,416	\$51,322	\$52,275	\$57,591	\$62,115	\$63,919	\$66,850	\$69,780
5	\$51,835	\$53,751	\$54,710	\$60,048	\$64,589	\$66,398	\$69,338	\$72,276
6	\$54,377	\$56,296	\$57,258	\$62,610	\$67,160	\$68,973	\$71,918	\$74,862
7	\$57,038	\$58,962	\$59,926	\$65,280	\$69,834	\$71,649	\$74,596	\$77,542
8	\$59,835	\$61,754	\$62,716	\$68,065	\$72,616	\$74,428	\$77,371	\$80,315
9	\$62,766	\$64,679	\$65,637	\$70,970	\$75,508	\$77,314	\$80,252	\$83,187
10	\$65,840	\$67,740	\$68,695	\$73,997	\$78,516	\$80,315	\$83,238	\$86,162
11	\$69,067	\$70,948	\$71,894	\$77,152	\$81,641	\$83,429	\$86,337	\$89,245
12	\$72,454	\$74,313	\$75,245	\$80,450	\$84,891	\$86,665	\$89,554	\$92,442
13	\$74,199	\$76,059	\$76,975	\$82,140	\$86,547	\$88,330	\$91,207	\$94,087
14	\$76,003	\$77,837	\$78,754	\$83,890	\$88,277	\$90,045	\$92,903	\$95,762

19-20 New	B	B*	B+15	M/M+15	M+30	M+45	MM/M+60 CAGS after 6/16	DOCTRATE CAGS Before 6/16
1	\$43,669	\$45,564	\$46,514	\$51,824	\$56,355	\$58,164	\$61,110	\$64,055
2	\$45,805	\$47,720	\$48,679	\$54,033	\$58,598	\$60,419	\$63,382	\$66,345
3	\$48,050	\$49,980	\$50,947	\$56,301	\$60,932	\$62,762	\$65,741	\$68,719
4	\$50,404	\$52,349	\$53,321	\$58,743	\$63,357	\$65,198	\$68,187	\$71,176
5	\$52,872	\$54,826	\$55,804	\$61,249	\$65,881	\$67,726	\$70,724	\$73,722
6	\$55,465	\$57,422	\$58,403	\$63,862	\$68,503	\$70,353	\$73,357	\$76,359
7	\$58,179	\$60,141	\$61,125	\$66,586	\$71,231	\$73,082	\$76,088	\$79,093
8	\$61,032	\$62,989	\$63,970	\$69,426	\$74,068	\$75,917	\$78,919	\$81,921
9	\$64,021	\$65,973	\$66,950	\$72,389	\$77,018	\$78,860	\$81,857	\$84,851
10	\$67,157	\$69,095	\$70,069	\$75,477	\$80,086	\$81,921	\$84,903	\$87,886
11	\$70,449	\$72,367	\$73,332	\$78,695	\$83,274	\$85,097	\$88,064	\$91,030
12	\$73,903	\$75,799	\$76,750	\$82,059	\$86,588	\$88,399	\$91,345	\$94,290
13	\$75,683	\$77,581	\$78,515	\$83,782	\$88,278	\$90,097	\$93,032	\$95,969
14	\$77,523	\$79,394	\$80,329	\$85,568	\$90,042	\$91,845	\$94,761	\$97,677

20-21 New	B	B*	B+15	M/M+15	M+30	M+45	MM/M+60 CAGS after 6/16	DOCTRATE CAGS Before 6/16
1	\$44,542	\$46,476	\$47,444	\$52,861	\$57,482	\$59,327	\$62,332	\$65,336
2	\$46,721	\$48,674	\$49,653	\$55,114	\$59,770	\$61,628	\$64,650	\$67,672
3	\$49,011	\$50,979	\$51,966	\$57,427	\$62,151	\$64,017	\$67,056	\$70,094
4	\$51,412	\$53,396	\$54,387	\$59,918	\$64,624	\$66,502	\$69,551	\$72,599
5	\$53,930	\$55,922	\$56,920	\$62,474	\$67,199	\$69,080	\$72,139	\$75,196
6	\$56,574	\$58,570	\$59,571	\$65,139	\$69,873	\$71,760	\$74,824	\$77,886
7	\$59,343	\$61,344	\$62,347	\$67,917	\$72,656	\$74,543	\$77,609	\$80,675
8	\$62,253	\$64,249	\$65,249	\$70,814	\$75,550	\$77,435	\$80,497	\$83,560
9	\$65,301	\$67,292	\$68,289	\$73,837	\$78,558	\$80,437	\$83,494	\$86,548
10	\$68,500	\$70,477	\$71,470	\$76,986	\$81,688	\$83,560	\$86,601	\$89,643
11	\$71,858	\$73,814	\$74,798	\$80,269	\$84,939	\$86,799	\$89,825	\$92,850
12	\$75,381	\$77,315	\$78,285	\$83,701	\$88,320	\$90,167	\$93,172	\$96,176
13	\$77,197	\$79,132	\$80,085	\$85,458	\$90,043	\$91,898	\$94,892	\$97,888
14	\$79,074	\$80,982	\$81,936	\$87,279	\$91,843	\$93,682	\$96,656	\$99,630

APPENDIX B

Position	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21
Dean of Students	\$11,053	\$11,274	\$11,499	\$11,729
High School Yearbook	\$3,613	\$3,685	\$3,759	\$3,834
Math League Olympiad	\$1,018	\$1,038	\$1,059	\$1,080
High School Dramatics	\$2,289	\$2,335	\$2,382	\$2,430
Junior of Senior Class Advisor(2)	\$1,525	\$1,556	\$1,587	\$1,619
Freshman or Sophomore Class Advisor(2)	\$1,018	\$1,038	\$1,059	\$1,080
8th Grade Advisor	\$1,018	\$1,038	\$1,059	\$1,080
High School Student Government	\$1,525	\$1,556	\$1,587	\$1,619
High School Youth and Government	\$1,018	\$1,038	\$1,059	\$1,080
National Honor Society	\$1,018	\$1,038	\$1,059	\$1,080
International Club	\$1,018	\$1,038	\$1,059	\$1,080
GLBT Club	\$1,018	\$1,038	\$1,059	\$1,080
Anime Club	\$1,018	\$1,038	\$1,059	\$1,080
Mock Trial Club	\$1,018	\$1,038	\$1,059	\$1,080
Green Committee	\$1,018	\$1,038	\$1,059	\$1,080
HS Peer Leaders	\$1,525	\$1,556	\$1,587	\$1,619
Approved Club or Activity	\$1,018	\$1,038	\$1,059	\$1,080
Chaperone Assignment: \$158,\$162 max. (per hr)	\$48.25	\$49.22	\$50.20	\$51.20
High School Math Help (per hour)	\$24.11	\$24.59	\$25.08	\$25.58
High School or Fowler Homework Club (per hour)	\$24.11	\$24.59	\$25.08	\$25.58
Fowler Head Teacher	\$4,604	\$4,696	\$4,790	\$4,886
High School or Fowler Lead Teacher	\$3,686	\$3,760	\$3,835	\$3,912
Fowler Yearbook	\$1,525	\$1,556	\$1,587	\$1,619
Fowler Student Government	\$1,525	\$1,556	\$1,587	\$1,619
Fowler Nature's Classroom	\$3,770	\$3,845	\$3,922	\$4,000
Fowler Science Fair	\$2,211	\$2,255	\$2,300	\$2,346
Fowler Math Club	\$2,211	\$2,255	\$2,300	\$2,346
Fowler Maynard Pride Week	\$1,840	\$1,877	\$1,915	\$1,953
Fowler Drama	\$2,289	\$2,335	\$2,382	\$2,430
Fowler Talent Show	\$1,485	\$1,515	\$1,545	\$1,576
HS Jazz Band	\$1,894	\$1,932	\$1,971	\$2,010
Fowler Jazz Band	\$1,894	\$1,932	\$1,971	\$2,010
Musical Play Director	\$3,760	\$3,835	\$3,912	\$3,990
Musical Play Director Assistant	\$538	\$549	\$560	\$571
HS Director of Bands	\$3,135	\$3,198	\$3,262	\$3,327
Fowler Director of Bands	\$2,762	\$2,817	\$2,873	\$2,930
High School Wind Ensemble	\$1,894	\$1,932	\$1,971	\$2,010
Director of Chorus High School or Fowler	\$2,762	\$2,817	\$2,873	\$2,930
Green Meadow Grade Leader or Tech Teacher	\$3,686	\$3,760	\$3,835	\$3,912
Green Meadow Chorus	\$1,018	\$1,038	\$1,059	\$1,080
Project Leaders (Any School)	\$851-\$4254	\$868-\$4339	\$885-\$4426	\$903-\$4515

**Appendix Ci
Coaches Salaries
2017-18**

<u>Position</u>	<u>Category</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Athletic Director**	0	\$9,391	\$10,331	\$11,271
Assistant Athletic Director	00	\$5,813	\$6,393	\$6,975
Football Head	1	\$6,640	\$6,975	\$7,320
Basketball Head B/G	2	\$4,780	\$5,017	\$5,273
Football Assistant (1)	3	\$4,326	\$4,546	\$4,770
Field Hockey Head	3	\$4,326	\$4,546	\$4,770
Soccer Head B/G	3	\$4,326	\$4,546	\$4,770
Baseball Head	3	\$4,326	\$4,546	\$4,770
Softball Head	3	\$4,326	\$4,546	\$4,770
Track Head B/G	3	\$4,326	\$4,546	\$4,770
Basketball Assistant B/G*	4	\$3,572	\$3,752	\$3,938
Football Assistant (1)	4	\$3,572	\$3,752	\$3,938
Field Hockey Assistant	5	\$3,169	\$3,327	\$3,492
Fowler Football (2)	5	\$3,169	\$3,327	\$3,492
Soccer Assistant B/G	5	\$3,169	\$3,327	\$3,492
Cheerleader (per season)	5	\$3,169	\$3,327	\$3,492
Baseball Assistant	5	\$3,169	\$3,327	\$3,492
Softball Assistant	5	\$3,169	\$3,327	\$3,492
Track Assistant B/G	5	\$3,169	\$3,327	\$3,492
Fowler Soccer B/G	5	\$3,169	\$3,327	\$3,492
Fowler Basketball B/G	5	\$3,169	\$3,327	\$3,492
Fowler Softball B/G	5	\$3,169	\$3,327	\$3,492
Fowler Baseball	5	\$3,169	\$3,327	\$3,492
Fowler Field Hockey	5	\$3,169	\$3,327	\$3,492
Fowler Track	5	\$3,169	\$3,327	\$3,492
X-Country (Track) Fowler	5	\$3,169	\$3,327	\$3,492
Cheerleader	6	\$2,515	\$2,637	\$2,775
Golf	6	\$2,515	\$2,637	\$2,775

Coaches may be hired initially at any step by the Superintendent based upon a candidate's prior experience. A teacher in the unit who is appointed to an Appendix C position shall receive an additional \$852 for the Appendix C position held.

**The Superintendent, Athletic Director and Maynard Education Association president will meet to review the responsibilities and functions of the Athletic Director in order to determine if any additional increase in salary is warranted during this contract.

*Includes Grade 9.

**Appendix Cii
Coaches Salaries
2018-19**

<u>Position</u>	<u>Category</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Athletic Director**	0	\$9,579	\$10,538	\$11,496
Assistant Athletic Director	00	\$5,929	\$6,521	\$7,115
Football Head	1	\$6,773	\$7,115	\$7,466
Basketball Head				
B/G	2	\$4,876	\$5,117	\$5,378
Football Assistant (1)	3	\$4,413	\$4,637	\$4,865
Field Hockey Head	3	\$4,413	\$4,637	\$4,865
Soccer Head B/G	3	\$4,413	\$4,637	\$4,865
Baseball Head	3	\$4,413	\$4,637	\$4,865
Softball Head	3	\$4,413	\$4,637	\$4,865
Track Head B/G	3	\$4,413	\$4,637	\$4,865
Basketball Assistant B/G*	4	\$3,643	\$3,827	\$4,017
Football Assistant (1)	4	\$3,643	\$3,827	\$4,017
Field Hockey Assistant	5	\$3,232	\$3,394	\$3,562
Fowler Football (2)	5	\$3,232	\$3,394	\$3,562
Soccer Assistant B/G	5	\$3,232	\$3,394	\$3,562
Cheerleader (per season)	5	\$3,232	\$3,394	\$3,562
Baseball Assistant	5	\$3,232	\$3,394	\$3,562
Softball Assistant	5	\$3,232	\$3,394	\$3,562
Track Assistant				
B/G	5	\$3,232	\$3,394	\$3,562
Fowler Soccer B/G	5	\$3,232	\$3,394	\$3,562
Fowler Basketball B/G	5	\$3,232	\$3,394	\$3,562
Fowler Softball B/G	5	\$3,232	\$3,394	\$3,562
Fowler Baseball	5	\$3,232	\$3,394	\$3,562
Fowler Field				
Hockey	5	\$3,232	\$3,394	\$3,562
Fowler Track	5	\$3,232	\$3,394	\$3,562
X-Country (Track)	5	\$3,232	\$3,394	\$3,562
Fowler				
Cheerleader	6	\$2,565	\$2,690	\$2,831
Golf	6	\$2,565	\$2,690	\$2,831

Coaches may be hired initially at any step by the Superintendent based upon a candidate's prior experience. A teacher in the unit who is appointed to an Appendix C position shall receive an additional \$869 for the Appendix C position held.

**The Superintendent, Athletic Director and Maynard Education Association president will meet to review the responsibilities and functions of the Athletic Director in order to determine if any additional increase in salary is warranted during this contract.

*Includes Grade 9.

**Appendix Ciii
Coaches Salaries 2019-20**

<u>Position</u>	<u>Category</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Athletic Director**	0	\$9,771	\$10,749	\$11,726
Assistant Athletic Director	00	\$6,048	\$6,651	\$7,257
Football Head	1	\$6,908	\$7,257	\$7,615
Basketball Head				
B/G	2	\$4,974	\$5,219	\$5,486
Football Assistant (1)	3	\$4,501	\$4,730	\$4,962
Field Hockey Head	3	\$4,501	\$4,730	\$4,962
Soccer Head B/G	3	\$4,501	\$4,730	\$4,962
Baseball Head	3	\$4,501	\$4,730	\$4,962
Softball Head	3	\$4,501	\$4,730	\$4,962
Track Head B/G	3	\$4,501	\$4,730	\$4,962
Basketball Assistant B/G*	4	\$3,716	\$3,904	\$4,097
Football Assistant (1)	4	\$3,716	\$3,904	\$4,097
Field Hockey Assistant	5	\$3,297	\$3,462	\$3,633
Fowler Football (2)	5	\$3,297	\$3,462	\$3,633
Soccer Assistant B/G	5	\$3,297	\$3,462	\$3,633
Cheerleader (per season)	5	\$3,297	\$3,462	\$3,633
Baseball Assistant	5	\$3,297	\$3,462	\$3,633
Softball Assistant	5	\$3,297	\$3,462	\$3,633
Track Assistant				
B/G	5	\$3,297	\$3,462	\$3,633
Fowler Soccer B/G	5	\$3,297	\$3,462	\$3,633
Fowler Basketball B/G	5	\$3,297	\$3,462	\$3,633
Fowler Softball B/G	5	\$3,297	\$3,462	\$3,633
Fowler Baseball	5	\$3,297	\$3,462	\$3,633
Fowler Field				
Hockey	5	\$3,297	\$3,462	\$3,633
Fowler Track	5	\$3,297	\$3,462	\$3,633
X-Country (Track)	5	\$3,297	\$3,462	\$3,633
Fowler				
Cheerleader	6	\$2,616	\$2,744	\$2,888
Golf	6	\$2,616	\$2,744	\$2,888

Coaches may be hired initially at any step by the Superintendent based upon a candidate's prior experience. A teacher in the unit who is appointed to an Appendix C position shall receive an additional \$886 for the Appendix C position held.

**The Superintendent, Athletic Director and Maynard Education Association president will meet to review the responsibilities and functions of the Athletic Director in order to determine if any additional increase in salary is warranted during this contract.

*Includes Grade 9.

GRIEVANCE FORM

Date:

TO:

FROM:

1. I believe that the following portion of the agreement has been violated.
List each article(s) and section(s).

2. Evidence/facts related to alleged violation (what happened?)

3. What remedy do you seek?

MAYNARD

PUBLIC SCHOOLS



Teacher Transfer Request Form

1. Please provide a rationale for superintendent by April 1st for the next school year
(Use additional space or paper if needed):

Teacher's Signature: _____

2. Principal/Teacher discussion about required supports held on this date: _____

3. Supports Agreed Upon:

Principal's Initials: _____ Teachers Initials: _____

4. Superintendent's Decision. Yes / No

Superintendent's Signature: _____

MAYNARD

PUBLIC SCHOOLS



Administrative Reassignment and Relocation Protocol Form

1. Principal Rationale for Reassignment or Relocation (Use additional space or paper if needed)

After taking into account the best interests of the school district, I have decided to assign you to the position of _____ Teacher at _____ for the _____ school year, consistent with your license and Article XI, Sections 2 and 4 of the parties' collective bargaining agreement.

OR:

After taking into account the best interests of the school district, I have decided to relocate you to _____ (new classroom/new school) effective _____

Principal's Signature: _____

(Copy to be forwarded to Superintendent's Office)

2. Initial conversation between principal and teacher held on this date: _____

Principal's Initials: _____ Teacher's Initials: _____

3. Conversation with Superintendent held on this date: _____

Superintendent's Initials: _____ Teacher's Initials: _____

4. Conversation between Principal/Director of Student Services and Teacher about required support, supplies or training that may be needed; on this date: _____

Principal's Initials: _____ Teacher's Initials: _____

5. Follow-up meeting between Principal/Director of Student Services and Teacher to Determine if additional support supplies or training is required held on this date: _____

Principal's Initials: _____ Teacher's Initials: _____

6. Principal identified new location/workspace and provided new location/workspace to Teacher on this date: _____

Principal's Initials: _____ Teacher's Initials: _____

7. Principal and Teacher discuss on which date current location/workspace must be packed up and emptied and identify which curriculum materials remain in current location/workspace; on this date: _____

Principal's Initials: _____ Teacher's Initials: _____

8. Principal and Teacher confirms that new location/workspace is sufficient clean and empty of previous items/belongings from former occupant; on this date: _____

Principal's Initials: _____ Teacher's Initials: _____

9. Teacher, if he/she chooses, provides classroom map to Principal to aid in delivery of materials and set up of new classroom/workspace; on this date: _____

Principal's Initials: _____ Teacher's Initials: _____



"We help children learn."

Massachusetts Department of

Education

Sample Individual Professional Development Plan for Massachusetts Educators

Appendix G

Name: Last	First	Middle	Renewal Year
Home Address	City	State	Zip Code
Primary Area	Certificate Number		
District	School	Grade Level(s)	Subject(s)

Professional Development Points Required for Renewal of **Primary Area** 150 PDPs (no longer 120)

Total number of PDPs required in content

My professional growth goals (please number):

My professional growth goals are consistent with the following district and/or school goals:

MAYNARD PUBLIC SCHOOLS (NEW LANGUAGE) 3.10.10

Cycle #1 Evaluation Summary

Name:

School/GR/Subject Area:

Key: E = Exceeding Standards (Excellent) S = Meeting Standards (Satisfactory)

NI = Does not meet all standards (NI)* U = Unsatisfactory (U)*

*A teacher who receives either an NI or U will require an explanation and suggestions for improvement.

(A non-renewed teacher will not receive an explanation or suggestions).

PROFESSIONAL STANDARDS

I	Currency in the Curriculum	V	Promotion of High Standards and Expectations for Student Achievement
II	Effective Planning and Assessment of Curriculum and Instruction	VI	Promotion of Equity and Appreciation of Diversity
III	Effective Management of Classroom Environment	VII	Fulfillment of Professional Responsibility
IV	Effective Instruction	VIII	Student Outcomes

SUMMARY OF TEACHING PERFORMANCE (include strengths and suggestions for growth):

Summary Evaluation:

Exceeding Standard

Meeting

Not Meeting all Standards

Unsatisfactory

Recommendation: Move to Cycle #2 Remain on Cycle #1 (explain) With Increment

Re-appoint (if teacher does not have Professional Status) Without Increment

Evaluator : _____

Date: _____

Signature:

Date:

Record of Approved Professional Development Activities for Primary Area

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs (pedagogy or professional skills)	*Date Approved & Supervisor's Initials OPTIONAL	Date Completed

*The Supervisor's initials indicate that the professional development activity is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.

Record of Additional Professional Development Activities for Elective PDPs

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs	Date Completed

Use additional copies of this form if necessary.
 This document and other Department of Education documents and publications are available on our website at www.doe.mass.edu/recert.

Educator's Name _____ Certificate Number _____

Initial Review and Approval	Date _____	
<p>The signature below indicates that 80% of this educator's Individual Professional Development Plan is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.</p>		
_____	_____	_____
Supervisor's Name (print)	Title	Signature

First Two Year Review	Date _____	
<p>The signature below indicates that this educator's Individual Professional Development Plan was reviewed.</p> <p><i>Please check one.</i></p> <p>_____ The Plan remains consistent with the educational needs of the school and/or district.</p> <p>_____ The Plan was reviewed and amended.</p>		
_____	_____	_____
Supervisor's Name (print)	Title	Signature

Second Two Year Review	Date _____	
<p>The signature below indicates that this educator's Individual Professional Development Plan was reviewed.</p> <p><i>Please check one.</i></p> <p>_____ The Plan remains consistent with the educational needs of the school and/or district.</p> <p>_____ The Plan was reviewed and amended.</p>		
_____	_____	_____
Supervisor's Name (print)	Title	Signature

Final Endorsement	Date _____
<p>The signature below indicates the supervisor has reviewed this educator's Record of Professional Development Activities and the reported activities are consistent with the approved professional development plan.</p>	

Supervisor's Name (print)

Title

Signature

Appendix H

**MAYNARD PUBLIC SCHOOLS
STUDENT-TEACHER FEEDBACK SHEET
Grades 2-12**

Teacher Name

Subject/Grade

Date

1. What have you learned/found interesting this year?

2. Suggestions for making the class (or subject matter) more interesting?

3. (Grades 5-12) – Overall Rating (Circle)

Not Helpful Experience

Very Helpful Experience

1

2

3

4

5

APPENDIX I

SUMMER EDUCATOR ENDEAVOR DESCRIPTION (SEED)

Date of submission:

Name of Teacher/Teachers:

Title of program:

Write a short description of the program:

What standards will it address?

What if any outcomes are expected?

Will there be any assessment data to reflect on?

Location:

Time frame i.e. Number of Days/Weeks:

Time of day:

Materials list
Number of students
Number of teachers

Cost:
Fee:
Salaries:

It is the understanding of those submitting the document that a meeting with the following administrators will be part of the process. Building Principal, Curriculum Director, Superintendent.

All summer projects will be self sustained and are subject to the terms and conditions of the MEA Agreement.

APPENDIX J

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- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle: Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans: General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Career Advancement
- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) General Provisions

Maynard Evaluation System

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 (deleted); 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.
- 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 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***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 and will conduct the majority of the observations.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator within a reasonable time period.
- 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, departments, or 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 MEPA gain scores, as appropriate for the educator position. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) ***Observation:** A data gathering process that includes notes and observations made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) ***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.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's analysis of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) 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.
- DD) ***Trends in student learning:** At least two 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, as appropriate for each educator position;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (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. Maynard Public Schools have adopted the rubrics provided by the ESE.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- 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 through the mentoring program 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.

6) **Evaluation Cycle: Annual Orientation**

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

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

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

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

- A) The Plan 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 7 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 7 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.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

The educator shall have a minimum of 5 observations during the school year.

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

- A) The educator shall have a minimum of 3 observations during the school year.
- B) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- C) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan.
- D) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan. 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 less than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 1. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date, upon mutual agreement between the evaluator and the educator.

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, walkthroughs, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least verbal and/or written feedback from the Evaluator within 3-5 school days of the observation.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 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.
 - (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.
 - (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 analysis.
 - (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.

12) **Evaluation Cycle: Formative Assessment**

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

- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

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.

- 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 educator. The supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by May 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report within 7 school days of the meeting. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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

16) **Educator Plans: Developing Educator Plan**

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

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 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 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 10th.
- 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 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:

- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than May 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.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed On or Before:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluators meet with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 7
Evaluators meet 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 7
Evaluators complete Educator Plans	November 1
Evaluators should complete first observation of each Educator	November 1
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>December 1*</i>
Evaluators should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluators hold 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>March 20*</i>
Evaluators complete Summative Evaluation Report	April 15
Evaluators meet with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 1
Evaluators meet with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	May 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	May 15

A) Educators with PTS on Two Year Plans

Activity:	Completed On or Before:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>May 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>May 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	April 30 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	May 25 of Year 2
Evaluator and Educator sign Summative Evaluation Report	Within 7 school days of the summative meeting.

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 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 by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in 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

- A) The parties may agree that 100% of Educators in the district will be evaluated under the new procedures at the outset of this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that 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.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school, the number of teachers on each cycle will be evenly balanced.
- D) 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 administrators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching

practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team (MALT) which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.