

Priorities for Collective Bargaining
Masconomet School Committee
4/30/24

- I. Salary Schedule and Column Movement Changes**
- II. Sick Leave and Sick Bank Changes**
- III. Associate Master and Master Teacher Changes**
- IV. Educator Evaluation Changes**

I. Salary Schedule and Column Movement Changes.

17. Article XIII, Section 4

- a. Propose an increase of 1% per year to Salary Schedules A and B for each year of the agreement.

18. Article XIII, Section 7—Salary Schedules

- a. This section needs a major overhaul as it is a constant source of disagreement. Replace Section with the following:

Section 7 (Salary Schedules):

The current Section 7 is unclear and difficult for teachers to navigate. Recommend the following changes to streamline the process:

The Basic Teachers' Salary Schedule will consist of two salary tables: "Salary Schedule A" and "Salary Schedule B." Both tables will appear in "Appendix A(1) of this Agreement.

"Salary Schedule A" will apply to all bargaining unit members actively employed prior to August 15, 2016 and will have the following Degree Levels, or columns: "Bachelor's Degree (B)," "Bachelor's Degree plus fifteen hours (B+15)," "Bachelor's Degree plus thirty hours (B+30)," "Master's Degree (M)," "Master's Degree plus fifteen hours (M+15)," "Master's Degree plus 30 hours (M+30)," "Second Master's Degree or Master's Degree plus forty-five hours (M+45/MM)," "Master's Degree plus sixty hours (M+60)," "Master's Degree plus seventy-five hours (M+75)," "Second Master's Degree/Certificate of Advanced Graduate Study (CAGS/MM*)" and "Doctorate (Doc*)."

The following conditions apply to members on Salary Schedule A:

- 1) The CAGs/MM* and DOC* columns apply to employees who were hired as a member of the bargaining unit on or before September 1, 2013. Any member hired on or before September 1, 2013 who acquires a CAGs or a Doctorate degree is eligible to be placed on the *CAGs/MM or Doctorate column.

- 2) Employees who were hired as a member of the bargaining unit on or before September 1, 2008 who also completed a second Master's degree by that date have been placed on the *CAGs/MM column.
- 3) All other members of the bargaining unit who complete a second Master's degree will be placed on the M+45/MM column. Thereafter, said members who acquire 15 additional credits, will be eligible to be placed on the M+60 column and can progress to the M+75 column with the acquisition of 15 additional graduate credits.
- 4) A bargaining unit member may move a maximum of two (2) columns within the same school year.
- 5) For the purposes of column movement, a CAGs degree is synonymous with an EDS degree.

Salary Schedule B" applies to all bargaining unit members actively employed after August 15, 2016 and will have the following Degree Levels or columns: "Bachelor's Degree (B)," "Bachelor's Degree plus fifteen credits (B+15)," "Master's Degree (M)," "Master's Degree plus thirty credits (M+30)," "Master's Degree plus 60 credits (M+60)," Certificate of Advanced Graduate Study (CAGS)," and "Doctorate (Doc)."

The following conditions apply to all members on Salary Schedule B:

- 1) A bargaining unit member may move a maximum of two (2) columns within the same school year.
- 2) For the purposes of column movement, a CAGs degree is synonymous with an EDS degree.

19. Article XIII, Section 8—Column Movement. (NEW SECTION)

a. Add new: Section 8 (Salary Column Advancement)

Unit members may progress from one salary table column to another through earning "graduate credits" through an accredited institution of higher education, or through "in-service" credits granted through the Masconomet Regional School District.

In order to earn graduate credits, members must receive advanced approval for a graduate course from the Course Review Team, made up of two members of the Association and the Superintendent or designee. Courses that do not receive advance approval will not be counted for salary advancement.

In-service courses are defined as instructional courses offered to teachers by the Masconomet Regional School District outside of the defined teacher workday or school year. Fifteen hours of instruction will be counted as one credit for the purpose of calculating in-service course credit. In order to receive credit for

In-Service courses for salary advancement, the member must receive prior approval for the course from the Course Review Team. Courses that do not receive advance approval will not be counted for salary advancement. For the purposes of column movement, no more than 6 in-service credits may be used per column moved.

Movement across columns on the Salary Tables will follow an annual process based on the school year:

- 1) Members who are planning to move a column on the salary table will submit their intention to move to the Course Review Team for approval on or before December 15th preceding the beginning of the school year in which such progression is to occur.
- 2) Once the requisite coursework is completed, the member will submit an official transcript documenting the necessary credits or graduate degree to the superintendent.
- 3) The column move will be effective at the beginning of the next school year.
- 4) If transcripts are not presented prior to the start of the school year, the date they are submitted will be the effective date of column change.

The process outlined above is an annual process. In cases where the member does not present transcripts either before or during the school year identified in the prior year's intention to move, the member will need to submit a new intention to move by December 15th for the next school year.

20. Article XIII, Section 9 Keep current language in a NEW SECTION:

Section 9

The provisions of this Section are limited to teachers employed at Masconomet as of November 19th, 2002. Teachers hired after that date must pursue a second Master's degree, a CAGS, or a Doctorate in order to advance beyond Master's+75 on the salary schedule.

Any teacher employed at Masconomet prior to November 19th, 2002, who has achieved the M+75 column will be eligible for an additional salary increment of \$250 per three-credit course satisfactorily completed, payable upon presentation of a transcript indicating that the course was completed with a grade of at least "B." These courses must receive advance approval of the Course Review Team. A teacher may take only two (2) of these courses per year, up to a maximum of six (6) courses (eighteen credits).

Any teacher currently at M+75 as of November 19th, 2002, who chooses to pursue a second Master's degree, CAGS, or Doctorate will receive an interim annual \$1000 payment upon completion of one half of the credits for the second Master's degree, CAGS, or Doctorate. The teacher will receive this additional annual payment until final completion of the program. If the teacher does not complete the second Master's degree or CAGS program within two

(2) years, or Doctorate within four (4) years from the initial award of the interim payment, the teacher shall no longer receive the additional annual payment. *Exception: See Note on page A-1 and A-3.

21. Article XIII, Section 10 Keep current language in a NEW SECTION:

Section 10 – Course Reimbursement

For all graduate courses in which tuition is paid, teachers will be reimbursed a portion of the cost of the course based on the following guidelines:

- 1) The School Committee will budget \$40,000 specifically for course reimbursement. The total amount of money distributed to teachers for course reimbursement will not exceed the amounts budgeted by the School Committee.
- 2) Each year, a teacher must notify the Course Approval Committee of his/her intention to seek reimbursement for a qualifying graduate course no later than May 30th for courses being offered between July 1st and June 30th of the following year. An exception to this will be for new teachers, who shall inform the Superintendent by September 30th.
- 3) Once a teacher presents an official transcript indicating that the approved course was completed with a grade of at least “B”, he/she will be reimbursed up to \$500 per course for a maximum of two (2) courses per teacher per year. However, no teacher may be reimbursed for a second course in any one year until every teacher who has taken a course receives reimbursement for one course.
- 4) Budgeted course reimbursement funds not encumbered by May 30th of each year may be redistributed among teachers who have taken a second approved graduate course, but who have not received reimbursement for it.

22. Need to Re-Number subsequent sections in Article XIII

Current Section 7 Language

~~To encourage teachers to pursue programs of advanced graduate study and to further raise the professional standards as these exist at Masconomet in order to provide the students of this school with the finest, most dedicated, and best informed teachers possible on a continuing basis, the “Basic Teachers’ Salary Schedule” (See Appendix A) provides for the payment of a differential as shown therein for each 15 Semester Hours of approved (see Section 9) graduate study for the following degree levels: Bachelor’s Degree plus fifteen (15) hours, Bachelor’s Degree plus thirty (30) hours, Master’s Degree, Master’s Degree plus fifteen (15) hours, Master’s Degree plus thirty (30) hours, Second Master’s Degree or Master’s plus forty five (45) hours, Master’s Degree plus sixty (60) hours, Master’s Degree plus seventy five (75) hours, Second Master’s/ Certificate of Advanced Graduate Specialization (CAGS), and Doctorate, or those similar to it (such as Education Specialist (EDS)) which result in the issuing of such a certificate by the awarding institution. *Exception: See Notes on page A-1.~~

~~This provision makes it possible to award teachers with immediate financial returns as they progress toward the earning of a higher academic degree. In instances where the additional study does not result in the earning of a higher academic degree, these non-degree programs must represent fifteen (15), thirty (30), forty-five (45), sixty (60), or seventy-five (75) hours of successful graduate work that is acceptable to and has been approved in advance by a committee consisting of the superintendent and two professional staff members (Course Review Team) appointed by the Association.~~

~~Six (6) of the fifteen (15) credits for advancement on the salary scale may be alternative activities other than regular graduate courses. Alternative activities are open to anyone with a Master's Degree or above. These alternative activities must be approved in advance by the Alternative Activity Review Team, which will consist of the original Course Review Team and up to three additional Master Teachers appointed by the Association for this purpose only. The Alternative Activity Review Team will review the guidelines for these alternative activities at the end of each year.~~

~~In-service courses shall be defined as any instructional courses offered to teachers by the Masconomet Regional School District or by accredited outside agents but not as part of the graduate education programs of a college or university.~~

~~In-service credits may be awarded for advancement on the salary schedule in cases where the Course Review Team deems the program to be useful to the improvement of instruction at Masconomet. Such programs must have the advance approval of the Course Review Team in order to be used for salary advancement.~~

~~Teachers completing in-service courses offered by outside agents, but not receiving graduate credit, shall each receive the number of credits mutually agreed upon by the teachers involved (as a group) and the Course Review Team. Such credit shall be based upon the stated requirements of the course, as well as any additional professional activity mutually agreed upon by those teachers and the Course Review Team in advance.~~

~~The Professional Development Committee, made up of the superintendent or a designee, two (2) department heads, and four (4) teachers appointed by the Association, will develop and offer in-service credits for advancement on the salary scale and PDPs for purposes of teacher re-certification. The Professional Development Committee will meet at least once a year with the Course Review Team and the Alternative Activity Review Team to coordinate these workshop offerings with the needs of teachers and to take advantage of the faculty expertise. Teachers are encouraged to participate actively in the planning of professional development activities.~~

~~Any Masconomet professional development activity that requires five full workdays of participation will count as one three (3) credit course and at least 45 PDPs. In~~

~~addition, any Masconomet in-service courses will count towards advancement on the salary schedule as well as PDPs for re-certification. Each fifteen (15) such PDPs received will be the equivalent of one (1) graduate credit on the salary schedule.~~

~~A teacher shall not be deemed qualified for progression to a higher degree level unless his/her intention to so qualify has been filed with the Course Approval Committee on or before December 15th preceding the beginning of the school year in which such progression is to occur.~~

~~Adjustments in the salary of a teacher qualifying for a change in degree level will be effective at the beginning of the school year when the teacher has presented an official transcript to the superintendent of a program of graduate study pursued in accordance with the provisions of this article. In cases where official transcripts are not presented before the first day of school, the date of submission will be the effective date of the salary change.~~

~~In order to encourage experienced teachers to continue their professional studies throughout their careers, any teacher who has achieved the M+75 column shall be eligible for an additional salary increment of \$250 per three credit course satisfactorily completed, payable upon presentation of a transcript indicating that the course was completed with a grade of at least "B." These courses must receive advance approval of the Course Review Team. A teacher may take only two (2) of these courses per year, up to a maximum of six (6) courses (eighteen credits). The provisions of this paragraph are limited to teachers employed at Masconomet as of November 19th, 2002. Teachers hired after that date must pursue a second Master's degree, a CAGS, or a Doctorate in order to advance beyond Master's+75 on the salary schedule.~~

~~Any teacher currently at M+75 as of November 19th, 2002, who chooses to pursue a second Master's degree, CAGS, or Doctorate will receive an interim annual \$1000 payment upon completion of one half of the credits for the second Master's degree, CAGS, or Doctorate. The teacher will receive this additional annual payment until final completion of the program. If the teacher does not complete the second Master's degree or CAGS program within two (2) years, or Doctorate within four (4) years from the initial award of the interim payment, the teacher shall no longer receive the additional annual payment. *Exception: See Note on page A-1 and A-3.~~

~~For all graduate courses in which tuition is paid, teachers will be reimbursed a portion of the cost of the course based on the following guidelines:~~

- ~~1. The School Committee will budget \$40,000 specifically for course reimbursement. The total amount of money distributed to teachers for course reimbursement will not exceed the amounts budgeted by the School Committee.~~
- ~~2. Each year, a teacher must notify the Course Approval Committee of his/her intention to seek reimbursement for a qualifying graduate course no later than May 30th for courses being offered between July 1st and June 30th of the following year. An exception to this will be for new teachers, who shall inform the Superintendent by September 30th.~~

- ~~3. Once a teacher presents an official transcript indicating that the approved course was completed with a grade of at least "B", he/she will be reimbursed up to \$500 per course for a maximum of two (2) courses per teacher per year. However, no teacher may be reimbursed for a second course in any one year until every teacher who has taken a course receives reimbursement for one course.~~
- ~~4. Budgeted course reimbursement funds not encumbered by May 30th of each year may be redistributed among teachers who have taken a second approved graduate course, but who have not received reimbursement for it.~~

35. Appendix A Salary Schedule A and Salary Schedule B

- b. Propose 1% increase to Salary Schedule A and Salary Schedule B for each year of the agreement.

36. Appendix B (Stipends)

- a. Propose 1% increase to Appendix B(1) and B(2), Special Duty Stipends not in Appendix B(1) or B(2), Longevity and Master Teacher.
- b. Housekeeping: update tables to include new club stipends.

Activity	Stipend
Rocketry Club	\$2081
Poetry Club	\$1249

37. Appendix B (2) New and Emerging Activities

- a. Need definition on how long an activity needs to be in existence to be counted as a "year." Propose defining first year as equal to or greater than 90 school days where a new activity meets with an advisor.

New and Emerging Activities:

In the event that a new activity is to be instituted, the following steps will occur:

1. The potential advisor will meet with the appropriate principal to determine the need for the activity.
2. The teacher and the principal will determine the job description and the stipend. This information will be sent to the chair of the Professional Improvement Committee.

3. In order to be counted as a year for the purposes of implementing a stipend, an activity must run for more than 90 days. This will constitute the first “year” in the stipend implementation process. If the activity continues into the second (2nd) year, an interim stipend will be negotiated at fifty (50) percent of an estimated permanent stipend. The stipend will be negotiated to the mutual agreement of the Committee and the Association. The payment of a temporary stipend in no way obligates the Committee to continue the activity into future years. If, after two (2) years, the teacher and the principal wish to recommend that the activity become part of the Agreement, the stipend will be negotiated to the satisfaction of the Committee and the Association.

8. Article IX, Section 1 – Overloads

- a. Clarify that overloads are only available to members that assume extra class/caseload assignments for a defined amount of time due to a lack of staff and are not applicable to increases in class size or caseloads for other reasons.

9. Article IX, Section 1 Overloads. This will keep current practice of dividing by 5.

- a. Change #1 on page 20 to eliminate “If the teacher takes a normal load of professional duties along with the teaching overload”
- b. Eliminate item #2

10. Article IX, Section 1 – Overloads (Housekeeping)

- a. Delete #3 and replace with #4.
- b. Delete “Effective the 2023-2024 school year” from #4.
- c. Delete “The Committee shall be permitted to adopt a different class or bell schedule as long as the total number of teaching minutes does not exceed 236 minutes per day.
- d. Delete “Effective the 2023-2024 school year” from the next paragraph.

ARTICLE IX

Assignment

Section 1:

The normal workload of a classroom teacher based upon a six-day cycle, will include up to thirty (30) teaching periods per cycle, six (6) preparation periods (one [1] per day), and six (6) periods of professional duties per cycle. However, every teacher will be assigned three periods of professional duties per cycle before any teacher is assigned a fourth duty. The intent of the Committee and the administration in the matter of teacher assignment is that of being as fair and equitable as possible, always keeping in mind the best interest of both teachers and the students to be served.

By mutual agreement of teacher and principal, a teacher may opt not to have one preparation period per day, but must have six (6) preparation periods per cycle. An exception to this is that teachers in their first year at Masconomet and who have had three years or less teaching experience will not be assigned the six (6) professional duties. First-year teachers in the Middle School will, however, be expected to attend team meetings.

If a teacher is assigned “Masco (M) block” as a preparation period on Wednesday, they will have the choice to either; agree to the assigned M block preparation period, or instead be paid at their current rate per minute for the teaching time of M-Block in lieu of a preparation period on Wednesday.

Any block of time such as the WIN Block in which students are assigned to teachers for anything other than professional duties as defined by this agreement in the list below will be considered teaching minutes and shall not be considered a professional duty.

Professional duties may include:

- a. Regularly scheduled parent conferences.
- b. Assigned or approved curriculum revision or development.
- c. Posted availability for assigned individual student help or counseling.
- d. Posted small group discussion, department approved or assigned.
- e. Mini-course teaching (voluntary with administrative approval so long as full teaching load does not exceed thirty-three [33] periods per cycle).
- f. Study hall supervision (at a ratio of fifty [50] students maximum per one adult).
- g. Resource room assignments.
- h. Team meetings or other regularly scheduled meetings of an educational, student- oriented nature.
- i. Open labs.
- j. Supervision of student activities such as clubs, games, etc.
- k. Other assignments mutually agreed upon between department head, teacher, and principal.
- l. Teachers may be assigned to supervise a homeroom/attendance room. This attendance duty may not exceed fifteen (15) minutes per day. Any time in excess of fifteen (15) minutes per day will be counted as part of the three periods of professional duties.

After consultation with the teachers and the department heads, the principal will assume responsibility for assigning professional duties.

Professional duties will be distributed equitably among all currently employed members of the bargaining unit.

It is agreed that in an emergency teachers may be assigned more than the normal teaching load, but only as a temporary expedient and for a reasonable length of time not to exceed one (1) marking period. Such additional assignments, or "overloads," are for a defined period of time due to lack substitutes for existing staff and are not applicable to increases in class size or caseloads for other reasons.

If such an emergency assignment is deemed necessary, said teacher will receive additional compensation after performing such duties for five (5) school days. The amount of compensation shall be retroactive to the first day of said duty and will be determined in the following manner:

One one hundred eighty-fourth (184^{th}) of the teacher's annual salary divided by the number of periods in a normal school day. This represents the teacher's daily salary for each additional class.

If a teacher is assigned to cover a class for a teacher who is absent, the remuneration will be twenty-five (25) dollars per class for a period of thirty-six (36) minutes, thirty-four (34) dollars per class for a period of forty-nine (49) minutes, and forty-seven (47) dollars per class for a period of sixty-eight (68) minutes.

~~If a teacher is assigned to cover a class for a teacher who is absent, the remuneration will be thirty (30) dollars per class for a period of forty-seven (47) minutes and forty (40) dollars per class for a period of fifty-nine (59) minutes.~~

A teacher may, by mutual agreement, take more than a normal load for an extended period of time. Such additional assignments, or "overloads," are for a defined period of time due to lack substitutes for existing staff and are not applicable to increases in class size or caseloads for other reasons. The amount of additional compensation will be determined as follows:

- ~~1. If the teacher takes a normal load of professional duties along with a teaching overload, the daily salary for each additional class will be one one-hundred eighty-fourth ($1/184^{\text{th}}$) of the teacher's annual salary divided by five (5);~~
- ~~2. If the teacher is relieved of his/her professional duties, the daily salary for each additional class will be one one hundred eighty fourth (184^{th}) of the teacher's annual salary divided by seven (7).~~

3. ~~If a teacher teaches more than 236 minutes per day, said teacher will receive additional compensation. The additional compensation will be determined as follows:~~

a. ~~The teacher's annual salary (which includes Associate Master Teacher, Master Teacher and longevity pay) is divided by the number of teaching minutes in the school year to determine the per-minute pay rate.~~

b. ~~The number of additional teaching minutes is multiplied by the per-minute rate as calculated in (a) and multiplied again by the number of teaching days. This amount is added to the teacher's salary to determine a new annual salary.~~

4. ~~Effective the 2022-2023 school year, if a teacher teaches more than an average of 254 minutes per day, based upon a six-day cycle, said teacher will receive additional compensation. The additional compensation will be determined as follows:~~

a. The teacher's annual salary (which includes Associate Master Teacher, Master Teacher and longevity pay) is divided by the number of teaching minutes in the school year to determine the per-minute pay rate.

b. The number of additional teaching minutes is multiplied by the per-minute rate as calculated in (a) and multiplied again by the number of teaching days. This amount is added to the teacher's salary to determine a new annual salary.

Teachers who become unassigned because of early release of seniors may be assigned to cover classes, complete curriculum work, administer MCAS testing, or other professional duties as defined by Article IX, Section I. Professional duties will be distributed equitably among unassigned bargaining unit members by the principal or assistant principal.

~~The Committee shall be permitted to adopt a different class or bell schedule as long as the total number of teaching minutes does not exceed 236 minutes per day.~~

Effective the 2022-2023 school year, the Committee shall be permitted to adopt a different class or bell schedule as long as the total number of teaching minutes does not exceed an average of 254 minutes per day, based on a six-day cycle.

II. Sick Leaves and Sick Bank

29. Article XIV, Section 3

- a. Increase 403(b) match to \$500 in exchange for changes to Article XV, Section 1.

30. Article XV, Section 1

- a. Add language, "For members hired prior to 7/1/24," to the beginning of the paragraph "Major disability. . ."
- b. "Sick bank will be administered by two members of the Association and two administrators. In cases where there is a lack of agreement over granting days from the sick bank, the superintendent will make the final decision. The superintendent's decision in these matters will not be subject to the grievance process." The 2:1 ratio is unfair towards administration.
- c. "For members hired after 7/1/24, sick bank time awarded shall not exceed 45 days in any school year and is limited to a 90-day lifetime maximum. No extensions will be granted." The current practice allows members almost unlimited sick leave.

ARTICLE XV

Leave

Section 1:

The annual sick leave allowance for all teachers shall be fifteen (15) days each school year commencing as of the first official day of each school year. In cases of merit, the Committee, in its sole discretion, may allow sick leave beyond the limits described herein. Unused sick leave days are cumulative from year to year to a maximum of one hundred eighty-five (185) days as of the beginning of any school year. Except on reinstatement after a specifically enumerated leave of absence, no sick leave credit for prior employment will be allowed to any teacher rehired after a termination of service. Teachers whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken.

A teacher whose term of employment with the District begins after the first month of the school year will have his/her sick leave computed on a pro-rata basis, at the rate of one-and-one-half (1-1/2) days for each month of the school year remaining.

The term "sick leave" as herein used shall mean absence from work caused by personal illness, disability of the teacher, and/or emergency family illness.

In addition to personal illness or injury, initial or accumulated sick leave may be utilized for the following purposes, provided, however, such leaves result from individual teacher responsibility, and said teacher will, upon request, supply proof of such responsibility:

(a) The annual sick leave of fifteen (15) sick days may be used for illness in the immediate family when such illness requires the teacher to provide direct care or make arrangements necessary for medical and/or nursing care. The term "immediate family" shall apply to the teacher or the teacher's spouse/partner and either of their following family members: child, grandchild, parent, sibling, son/daughter-in-law, or other member of the immediate household.

(b) Additional days for emergency illness or injury may be granted by the superintendent at his/her discretion with as much advance notice as possible.

(c) Any other reason may be approved by the superintendent with as much advance notice of the intended absence being given as is possible.

For members hired prior to 7/1/24, major disability is defined as an illness or injury resulting in fifteen (15) consecutive days of absence from work, and applies only to teachers with professional teacher status. In such cases where a teacher with professional teacher status has exhausted his/her personal accumulated sick leave, the Committee will authorize an addition to the teacher's accumulated sick leave of one-half (1/2) day for each of the first ninety-two (92) days of sick leave accumulated as of the first day of the illness or injury. For every day of sick leave accumulated above ninety-two (92) days as of the first day of the illness or injury, the Committee will grant an additional one (1) day's credit, instead of one-half (1/2) day's credit, for such additional days. The Committee reserves the right to have a teacher absent due to major disability examined at Committee cost by a physician mutually agreed upon by the parties to this Agreement.

The Association and the Committee will jointly establish a Sick Bank for use by Association members who experience catastrophic illness. The Sick Bank will be administered by a Sick Bank Review Committee, comprised of two members of the Association and two administrators. In cases where there is a lack of agreement over granting days from the sick bank, the superintendent will make the final decision. The superintendent's decision in these matters will not be subject to the grievance process. ~~Superintendent or his/her designee and two (2) Association members appointed by the Association president.~~

The number of days available in the Sick Bank will be determined through voluntary annual contribution of one day per employee, with days donated by employees to be matched by the School Committee one (1) for one (1). By June 1st of each year, the Superintendent's office will provide a written form for members to indicate in writing whether they wish to participate in the Sick Bank for the following school year. First year members of the bargaining unit are not eligible to participate in the sick bank. A member of the bargaining unit's decision is irrevocable during the year for which the form was signed. Days are nonrefundable to members of the bargaining unit and do not accumulate to the Sick Bank from year to year.

To be eligible to use days from the Sick Bank, the member must:

1. Have elected to participate in the Sick Bank by September 1st of the year in which application has been made. Participation requires the voluntary contribution of one sick day by the member per year.
2. Apply in writing to the Sick Bank Administration Committee.
3. Provide medical documentation of a catastrophic illness. Proof of need from the member's physician shall accompany said application.
4. Have exhausted all personal accumulated sick time and personal days.

Sick Bank time awarded to a member applicant shall not exceed forty-five (45) school days, with extensions granted by the Review Committee upon proof of continued need.

For members hired after 7/1/24, sick bank time awarded shall not exceed 45 days in any school year and is limited to a 90-day lifetime maximum. No extensions will be granted.

The Review Committee will make reasonable efforts to distribute days equitably.

The Sick Bank Review Committee will inform the School Committee of all grants made under this provision, and no grievance or economic claim can be made against the Association, School Committee, or members of the Sick Bank Review Committee as a group or as individuals for the administration of the Sick Bank.

The Committee reserves the right to review all records relative to the administration of the Sick Bank.

III. Associate Master and Master Teacher Changes

23. Article XIII, Section 5, (3) d.-- Associate Master Teacher

- a. Annual expectations for Associate Master Teachers are not stated. Add "Standing or ad hoc committees will meet monthly during the school year and will submit a "end of year report" to the superintendent in June documenting the committee's activities over the course of the year."
- b. In exchange for more explicit expectations for Associate Master Teachers, remove the "sunset" of the program.

24. Article XIII, Section 5, (4) d.-- Master Teacher

- a. Annual expectations for Master Teachers are not stated. Add "Standing or ad hoc committees will meet monthly during the school year and will submit a "end of year report" to the superintendent in June documenting the committee's activities over the course of the year. Master Teachers are expected to serve in leadership positions on ad hoc and standing committees."
- b. Annual expectations for Master Teacher Mentoring are not stated. Add "Master Teachers who are assigned as Mentors will participate as a member of the 'District Mentoring Committee' under the supervision of the District Mentoring Coordinator and will meet at least once per week with assigned mentee."
- c. In exchange for more explicit expectations for Master Teachers, remove the "sunset" of the program.

Section 5:

There will be four (4) Teaching Classifications as follows: Teacher without Professional Status, Teacher with Professional Status, Associate Master Teacher, and Master Teacher. The last two are merit classifications for which all members of the professional staff, except department heads, that have attained professional teacher status are eligible to apply. Application procedures and the evaluation process and criteria to be employed in connection with eligible applicants desirous of attaining either of these last two classifications for meritorious performance are set forth in Appendix F of this Agreement. Note: "Experience" in this section refers to years of experience as defined in Article IX, Section 7, Sub-section 3.

~~Any bargaining unit member actively employed prior to August 15, 2016 must apply for Associate Master Teacher classification by December 30, 2018 in order to be eligible for this section.~~

~~For faculty who begin active employment as a faculty member after August 15, 2016 or (who were employed before that date but are not approved as an Associate Master teacher by August 14, 2019), the~~

~~Associate Master and Master teacher classifications are no longer offered as part the salary policy or schedule.~~

Note: Actively employed means working as a permanent member of this bargaining unit during FY16 (substitutes are excluded).

The description of each of the above classifications is as follows:

(1) Teacher without Professional Status –

- a. Definition: A beginning teacher, or one with less than three (3) years teaching experience under a valid Massachusetts teaching certificate.
- b. Requirement: Bachelor's Degree

(2) Teacher with Professional Status –

- a. Definition: One with three (3) or more years teaching experience at Masconomet under a valid Massachusetts teaching certificate or at the discretion of the Superintendent in one (1) or more other school systems, under a valid Massachusetts teaching certificate.
- b. Requirement: Minimum Department of Education requirements.
- c. Placement on Salary Schedule: On steps four (4) through thirteen (13), according to experience and degree.

(3) Associate Master Teacher –

- a. Definition: One with three (3) or more years experience at Masconomet (i.e., has achieved professional teacher status) and who has voluntarily applied for such classification by the evaluators on proven meritorious performance.
- b. Requirement: Bachelor's Degree
- c. Placement on Salary Schedule: (1) is eligible to receive a merit award of \$1253 (FY22), \$1281 (FY23), and \$1306 (FY24). (2) On September 1st next following his/her appointment to this classification by the Committee, the teacher will have \$418 (FY22), \$427 (FY23), and \$435 (FY24) added to his/her salary as determined by the Masconomet Regional Teachers' Agreement. On September 1st of the following year, the teacher will have \$836 (FY22), \$854 (FY23), and \$870 (FY24) added to his/her basic salary as determined by the

Masconomet Regional Teachers' Agreement. On September 1st of the following year and for all time thereafter, the teacher will have \$1253 (FY22), \$1281 (FY23), and \$1306 (FY24) added to his/her salary as determined by the Masconomet Regional Teachers' Agreement.

- d. Each teacher who is awarded the designation "Associate Master Teacher" is expected to participate in a minimum of one standing or ad hoc committee per year. Standing or ad hoc committees will be approved by the superintendent or designee by October 15 of each year and will meet at least monthly during the rest of the school year. Each standing or ad hoc committee will submit an "end of year report" to the superintendent in June documenting the committee's activities over the course of the year.

(4) Master Teacher –

- a. Definition: One who has been classified for three (3) years as Associate Master Teacher and has voluntarily applied for and has been awarded such classification by the Committee upon the recommendation of the evaluators for continued proven meritorious performance.
- b. Requirement: Master's Degree
- c. Placement on Salary Schedule: (1) is eligible to receive a merit award of \$1253 (FY22), \$1281 (FY23), and \$1306 (FY24). (2) On September 1st next following his/her appointment to this classification by the Committee, the teacher will have \$418 (FY22), \$427 (FY23), and \$435 (FY24) added to his/her salary as determined by the Masconomet Regional Teachers' Agreement. On September 1st of the following year, the teacher will have \$836 (FY22), \$854 (FY23), and \$870 (FY24) added to his/her basic salary as determined by the Masconomet Regional Teachers' Agreement. On September 1st of the following year and for all time thereafter, the teacher will have \$1253 (FY22), \$1281 (FY23), and \$1306 (FY24) added to his/her salary as determined by the Masconomet Regional Teachers' Agreement.

A teacher awarded the designation of "Master Teacher" is expected to participate in a minimum of one standing or ad hoc committee per year and may be assigned a mentoring relationship with a less senior teacher as assigned by the administration. Standing or ad hoc committees will be approved by the superintendent or designee by October 15 of each year and will meet at least monthly during the rest of the school year. Each standing or ad

hoc committee will submit an “end of year report” to the superintendent in June documenting the committee’s activities over the course of the year. Master Teachers who are assigned as Mentors will participate as a member of the ‘District Mentoring Committee’ under the supervision of the District Mentoring Coordinator and will meet at least once per week with assigned mentee. Mentoring assignments will be distributed equally among all Master Teachers. Before a second mentoring assignment may be given to a Master Teacher, all other Master Teachers must have been given a mentoring assignment. By mutual agreement of the teacher and his/her principal, up to 30 hours of curriculum work per year may be assigned to the teacher in lieu of committee work. Master Teachers will also serve as leaders of their assigned Professional Learning Community (PLC) Team.

52. Appendix F (Master and Associate Master Teacher)

- a. Current practice is for teachers to complete a “project” that is the basis for the Master/Associate Master Teacher award. The CBA language does not mention any project. Either revise the language to include the expectation that a project is completed, or discontinue practice of completing a project in order to attain the distinction.
- b. Delete F (6) Re-Evaluation of Associate Master - Master Teacher Program. This section applies to pre-1973 Master and Associate Master teachers!

APPLICATION PROCEDURES FOR APPLYING FOR
CLASSIFICATION AS ASSOCIATE MASTER TEACHER AND
MASTER TEACHER

- 1) Any member of the professional staff, except administrative personnel and department heads, who meets the educational and experience qualifications as set forth in Article XIII, Section 5, Parts 3 and 4, of this Agreement, is eligible to apply for classification as Associate Master Teacher or Master Teacher.
- 2) To be considered for evaluation for possible appointment to either of these two classifications requires voluntary application on the part of the applicant.
- 3) All applications shall be held in strict confidence by the applicant, the evaluators, the administrators, and the School Committee.
- 4) Application forms for the appropriate classification will be secured from the applicant's principal.

Completed applications must be returned to the applicant's principal on or before September 30th.

- 5) Each principal, within five (5) days following the closing date for receipt of applications, shall forward all completed applications of eligible personnel from his/her school to the superintendent.
- 6) The superintendent, within five (5) days after receiving such applications from the principals, shall:
 - a) Compile a master list of applicants by school and by department, after first reviewing each application in terms of minimum eligibility requirements.
 - b) Notify department heads and principals in writing, listing by classifications the names of teachers in the department and in the school who have been accepted for evaluation.
 - c) Notify in writing all teachers whose applications have been accepted, stating that their applications have been received and that they are being considered as active candidates for evaluation for the classification of Associate Master Teacher or Master Teacher, as the case may be.
- 7) A teacher who has made application for such classification and who has been informed by the superintendent that he/she is being considered as an active candidate and who subsequently desires to withdraw his/her application for personal reasons, may do so at any time by letter to this effect to the superintendent.

[No changes to application forms]

EVALUATION CRITERIA FOR ASSOCIATE MASTER AND MASTER TEACHER CANDIDATES

1. Associate Master Teacher

- a. The criteria used as a guideline for regular evaluation of teachers will also serve as a basis for determining a teacher's qualifications for this distinction.
- b. A teacher applying for this classification will be expected to have had a record of consistent growth and performance as revealed by ratings of "Proficient" in most prior evaluations.

2. Master Teacher

- a. A higher level of competence will be expected for Master Teacher rating than for Associate Master Teacher status.
- b. The criteria used as a guideline for regular evaluation of teachers will also serve as a basis for determining a teacher's qualifications for the distinction of Master Teacher but to which an additional area of effectiveness will be added. At a minimum, a teacher will be rated as "Exemplary" on "Standard IV: Professional Culture" of the Standards of Effective Practice of Appendix (D) in order to be considered for the distinction of Master Teacher. This additional area, although encompassing some of the items of the preceding areas, seeks to point up the importance and value of responsible leadership as a dominant characteristic of the truly outstanding professional educator and Master Teacher.
- c. It is expected that candidates for Master Teacher status, in addition to having demonstrated consistently a high level of performance in the criteria of Appendix (D), will have assumed increasingly specific responsibility for leadership roles that have resulted in activities that make significant strides toward improving education. Examples of the types of activities that may be considered noteworthy are:
 - (1) Planning and directing in-service training activities for teachers of a school or special curriculum area.
 - (2) Presenting ideas that result in the improvement of some teaching technique.
 - (3) Recommending curriculum changes that improve and update the existing curriculum.
 - (4) Planning ways to improve school life and school program.
 - (5) Planning and participating in educational experimentation.
 - (6) Preparing articles for publication in education journals.
 - (7) Writing project applications for the procurement of grants under the provisions of state and federal legislation.
 - (8) Accepting opportunities for professional involvement beyond the Masconomet community when such are offered.
 - (9) Taking the initiative in any other leadership activity that attests to a high degree of selfless dedication to education and sets a worthy example for colleagues, students, parents, and the citizens of the community.

Evaluation of Associate Master and Master Teacher Candidates

- A. The superintendent will assign a team of no less than three (3) evaluators to each applicant who has voluntarily applied for and has been judged eligible for consideration for such classification. These will be the same persons who are

regularly involved in supervising and evaluating the applicant and an Associate Master Teacher or Master Teacher from the department. The assignment of a peer evaluator shall be acceptable to the applicant.

- B. The evaluation team for each applicant will submit a single composite appraisal to the superintendent, together with a specific recommendation of approval or disapproval of the applicant's request for such classification. This report must be completed by June 1st. If the decision of the evaluating team is for disapproval, the team is obligated to inform the applicant in person as to the reason for the decision. The applicant may then, if he/she so chooses, exercise his/her right to withdraw his/her application by written notification to the superintendent.
- C. Appraisal reports received by the superintendent will be reviewed by him/her and subsequently presented to the ~~Education Sub-committee~~ School Committee with his/her recommendation for its consideration and action relative thereto.
- D. ~~The Curriculum Sub-committee will make its report and recommendation to the Committee for~~ School Committee will take final action no later than June 20th the last School Committee in June.
- E. Successful applicants will be notified in writing by the superintendent no later than the July 15th following. In addition, those receiving either of these special merit awards will be presented an appropriate certificate signed by the Chairman of the Committee and the superintendent.

~~Re-Evaluation of Associate Master – Master
Teacher Program~~

- ~~A. Associate Master – Master Teachers who will have reached that status prior to February 15th, 1973, shall not receive less than the stipend as provided in the present Teachers' Agreement, subject to the provisions of Section E below. As these individual teachers entered into the program in good faith, based on the provisions of the program at the time of entry, they shall not be affected by subsequent changes to the Associate Master-Master Teacher program, unless they so desire.~~
- ~~B. After February 15th, 1973, people who achieve Associate Master – Master Teacher status shall be eligible for re-evaluation only after positive attempts have been made to correct any alleged deficiencies. These attempts shall be made prior to the reevaluation period, i.e., September 1st through June 1st.~~
- ~~C. The re-evaluation team shall consist of the principal, department head, and two Associate Master and/or Master Teachers within the candidate's department, if possible. If there is a dead-locked decision, the superintendent will serve as mediator. A dead-locked decision shall not be construed as reason enough for a~~

~~candidate's failure to be recommended favorably to the Committee for appointment.~~

~~D. The re-evaluation period will coincide with the regular Associate Master – Master Teacher evaluation period. If the teacher is found to be deficient, the stipend will be reduced by one-third ($1/3^{\text{rd}}$), with automatic provisions for re-evaluation the next year, subject to the conditions of Section E (below), with possible reinstatement to his/her former status in the program, or the withholding of an additional one-third ($1/3^{\text{rd}}$), or no action.~~

~~E. To encourage the teachers referred to in Sections A and B above who have reached the status of Associate Master or Master Teacher prior to February 15th, 1973, to apply for re-evaluation, it will be possible for him/her to receive an additional stipend of one-third ($1/3^{\text{rd}}$) of the Associate Master or Master Teacher stipend over each of the next three (3) years following each subsequent re-evaluation. This will become a regular part of the Associate Master Master Teacher stipend.~~

~~It shall also be possible for the evaluation team to recommend that the stipend be reduced by one-third ($1/3^{\text{rd}}$) or to remain the same. If a person is reduced in stipend, there will be an automatic provision for re-evaluation the next year with possible reinstatement to his/her former step on the program, or further reduction of one-third ($1/3^{\text{rd}}$), or to remain the same. It shall be possible to apply for re-evaluation every three (3) years, on a voluntary basis. The evaluation team will be of the same composition as mentioned in Section C above.~~

~~The number of re-evaluations per year is limited to seven (7) candidates (exclusive of automatic re-evaluations of those whose stipend is reduced by re-evaluation of previous year). If more than seven (7) apply, those to be re-evaluated will be determined by the superintendent on the basis of "time in grade" as Associate Master – Master Teacher, and if the number still exceeds seven (7), on basis of length of time in system.~~

~~F. There is to be no limit to the total number of Associate Master – Master Teachers.~~

IV Educator Evaluation

38. Appendix D (Evaluation System) Definitions, "V. Performance Rating."

- a. Delete the prohibition on Exemplary Ratings.

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

~~The district is not using the category exemplary on overall ratings or on individual standards.~~

39. Appendix D (Evaluation System) Definitions, "X. Positive Feedback Visits."

- a. Delete "Positive Feedback Visits" as they are not part of DESE's Model System.

~~**X) Positive Feedback Visits:** A Positive Feedback Visit is a visit by an evaluator that is no longer than 5 minutes. An Evaluator may complete a Positive Feedback Form to provide the Educator positive feedback about the visit if applicable under sections 9 and 10. This Positive Feedback can be used for the purposes of evaluation.~~

40. Appendix D (Evaluation System) #3 Evidence Used in Evaluation.

- a. Delete last sentence in A ii). "One such measure shall be student growth percentiles in state assessments, including Massachusetts English Proficiency Assessment gain scores, if applicable, when state assessments and DESE requirements are available, in which case at least three years, if that is available, of data is required." This language is added to the DESE Model. How could three years be used when the evaluation is a two year process for PTS teachers.

- ii) At least two common assessments of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district- wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. ~~One such measure shall be student growth percentiles on state assessments including Massachusetts English Proficiency Assessment gain scores, if applicable, when state assessments and DESE requirements are available, in which case at least three years, if that is all that is available, of data is required.~~

41. Appendix D (Evaluation System) #3 Evidence Used in Evaluation

- a. Delete B) iii “positive feedback visits” as they are not part of the model system.

- B) *Judgments based on observations and artifacts of practice including:
- i) Unannounced observation(s) of practice not less than ten minutes and no more than one class period.
 - ii) Announced observation(s) of practice not less than ten minutes and no more than one class period.
 - iii) ~~Positive Feedback Visits~~
 - iv) Examination of Educator work products
 - v) Examination of student work products.

42. Appendix D (Evaluation System) #9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS.

- a. Delete iii “Positive Feedback Visits” as they are not part of the model system.

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

- A) **(Tier 1)** In the first year of practice or first year in a new assignment at Masconomet:
- i) The Educator shall have at least two announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year using the protocol described in section 11A, below.
 - iii) ~~The Educator may have Unlimited Positive Feedback Visits using the protocol described in section 11C, below.~~
- B) **(Tier 2)** In their second and third years of practice or second and third years as a non-PTS Educator at Masconomet.
- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below .
 - ii) The Educator shall have at least three unannounced observations during the school year using the protocol described in section 11A, below. .
 - iii) The Educator may have Unlimited Positive Feedback Visits using the protocol described in section 11C, below.

43. Appendix D. (Evaluation System) #10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS.

- a. Current language unnecessarily creates 3 “Tiers” based on years’ of experience, which makes it difficult to track number and frequency of classroom observations for each member and circumvents a key component of the DESE Model Evaluation System, namely frequent unannounced observations of teacher practice. Furthermore, when an “unannounced observation” is at a time “mutually agreed in advance,” it is an “announced” observation. Propose replacing current section 10 with DESE Model Contract Language:

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

~~— Any educator who will move to the next tier during the two year cycle will begin the cycle on the new tier.~~

~~A) (Tier 3) In their fourth through ninth years of practice as an Educator at Masconomet The Educator whose overall rating is proficient or exemplary will be evaluated under the following:~~

- ~~i) At least 1 and no more than 4 unannounced observations during the evaluation cycle using the protocol described in section 11A, below. The Evaluator will give the Educator two possible dates for an unannounced observation at least one week in advance.~~
- ~~ii) Unlimited Positive Feedback Visits during the 1st year of the 2 year cycle using the protocol described in section 11C, below.~~

~~B) (Tier 4) In their tenth through nineteenth years of practice as an Educator at Masconomet The Educator whose overall rating is proficient or exemplary will be evaluated under the following:~~

- ~~i) At least 1 and no more than 2 unannounced observations during one year of the evaluation cycle using the protocol described in section 11A, below. The Evaluator and the Educator will mutually agree in advance on two possible dates for each unannounced observation.~~
- ~~ii) Unlimited Positive Feedback Visits during 1st year of the 2 year cycle using the _____ protocol described in section 11C, below.~~
- ~~iii) An Educator in Tier 4 can choose which year of the 2 year cycle they will have their unannounced observation(s). In the other~~

~~year Educators will focus on their goals and no unannounced observations for the purposes of evaluation will occur.~~

~~C) (Tier 5) In their twentieth or more years of practice as an Educator at Masconomet The Educator whose overall rating is proficient or exemplary will be evaluated under the following:~~

- ~~i) The Educator will be available to plan up to 2 peer observations per year with a non-PTS educator.~~
- ~~ii) Educators will receive 1 unannounced observation using the protocol described in section 11A, below. The Educator will invite the Evaluator to conduct the unannounced observation on a day chosen by the Educator. No other observations for the purposes of evaluation will occur during the two year cycle.~~
- ~~iii) An Educator in Tier 5 can choose which year of the 2-year cycle they will have their unannounced observation. In the other year they will focus on their goals~~

~~D) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the Plan which must include at least two unannounced observations, and at least one announced observation.~~

~~E) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. 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 less, there must be no fewer than one announced and two unannounced observations.~~

~~F) An educator with PTS who applies for and receives a new teaching assignment in a different department shall be observed according to the provisions in 9(A).~~

~~G) An educator with PTS who, due to reduction in force, is assigned to teach under a different license shall be observed according to the provisions in 9(A).~~

Replace with:

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

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

44. Appendix D. (Evaluation System) #11. Observations

a. Eliminate "C. Positive Feedback Visit" and sub items under C.

~~C) — Positive Feedback Visit~~

~~All Positive Feedback Visits will be conducted according to the following:~~

~~i) A Positive Feedback Visit is a visit by an evaluator that is no longer than 5 minutes.~~

~~ii) An Evaluator can complete a Positive Feedback Form to provide the Educator with brief positive feedback about the visit, if applicable under sections 9 and 10, within 1 school day.~~

45. Appendix D. (Evaluation System) #12 Formative Assessment for One-Year Plans.

a. Replace item A) with:

A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, student learning in relation to anticipated student learning gains on multiple measures of student learning, growth and achievement, and other evidence of performance in relation to the Standards and Indicators of Effective Teaching Practice.

Current Item 12 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 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.~~

46. Appendix D. (Evaluation System) #12 Formative Assessment for One-Year Plans.

a. Replace item D) with:

No less than two weeks before January 15th 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.

Current 12 D:

~~*No less than two weeks before January 15th for the Formative Assessment report the Educator will provide to the Evaluator evidence of; the educator's performance against the agreed to focus indicators for each of the four Performance Standards, fulfillment of professional responsibility and growth, progress toward attaining professional practice and student learning goals, and copies of their Common Assessments. Proficiency can be met by submitting just a few artifacts. Artifacts should be linked to one or more of the agreed to focus indicators for each of the four performance standard, and/or goals. Fulfillment of the Family and Community Engagement indicator can be met by completing the requirements outlined on the Evidence Submission form.~~

47. Appendix D. (Evaluation System) #14 Summative Evaluation.

a. Replace section with language from DESE Model Contract Language:

- 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. No Educator will be expected to be Proficient in all 33 or 42 (for guidance counselors) elements.~~
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives. ~~The primary evaluator shall determine the overall summative rating that the Educator receives.~~
- D) For an Educator whose overall performance rating is exemplary or proficient, the Evaluator applies professional judgment to collected evidence of educator performance to place educators on either a one or two-year plan. If the Evaluator selects a one-year plan, the Evaluator's supervisor shall discuss and review the evaluation with the Evaluator and the supervisor shall confirm or revise the duration of the Educator's plan. In cases where the superintendent serves as

the primary evaluator, the superintendent's decision on the plan duration shall not be subject to review. ~~The summative evaluation rating must be based on evidence from multiple categories of evidence.~~

- E) The summative evaluation rating must be based on evidence from multiple categories of evidence, including products of practice; impact on student learning based on multiple measures; student feedback; and other evidence related to performance Standards. MCAS Growth scores shall not be the sole basis for a summative evaluation rating. ~~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.~~
- E) 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.
- F) * For educators on a two year cycle the educator may submit evidence to the evaluator anytime during the two year cycle, but no later than May 1st of the 2nd year of the cycle. For educators on a one year cycle the educator must submit evidence to the evaluator no later than May 1st of year one.

The Educator will provide to the Evaluator evidence of; the educator's performance against the agreed to focus indicators for each of the four Performance Standards, fulfillment of professional responsibility and growth, progress toward attaining professional practice and student learning goals, and copies of their Common Assessments. Proficiency can be met by submitting just a few artifacts. Artifacts should be linked to one or more of the agreed to focus indicators for each of the four performance standard, and/or goals. Fulfillment of the Family and Community Engagement indicator can be met by completing the requirements outlined on the Evidence Submission form. (This section is unchanged from current)

- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth. (Unchanged)
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator in person, in My Learning Plan or the Evaluator may place the report in the Educator's school mailbox,

or mail to the Educator's home, if no other option exists.

(Unchanged)

- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st. The Educator may request a representative of the Association attend the meeting(s). If the Educator declines to have an Association representative present, the teacher shall sign a document confirming his or her decision.
(Unchanged)
- J) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th. (Unchanged)
- K) 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. ~~Nothing negative in terms of rating or evidence in the Educator's summative evaluation will be presented to the Educator for the first time in the summative evaluation.~~
- L) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
(Unchanged)
- M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report. (Unchanged)
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file. (Unchanged)

~~48. Appendix D. (Evaluation System) #15 Educator Plans~~

~~a. Replace Current section with language from DESE MODEL PLAN:~~

- ~~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. Educators with PTS who at the end of a two year Self Directed Growth Plan whose rating is Proficient or Exemplary shall be placed on a new two year Self Directed Growth Plan for the next evaluation cycle.~~

- ~~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.~~
 - ~~iv) Clear expectations for educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as evidence of educator performance.~~
- ~~4. 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.~~

~~Current Language:~~

~~A) i) Educators with PTS who at the end of a two year Self Directed Growth Plan whose overall rating is Proficient or Exemplary shall be placed on a new two year Self Directed Growth~~

~~Plan for the next evaluation cycle.~~

~~ii. Educators with PTS who at the end of a two year Self Directed Growth Plan whose overall rating is less than Proficient may be placed on a one year Directed Growth Plan for the next evaluation cycle.~~

~~iii. Educators with PTS who at the end of a one year Directed Growth Plan whose~~

~~overall rating is Unsatisfactory shall be placed on an Improvement Plan for the next evaluation cycle.~~

~~B) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth; and to ensure~~

~~Educator effectiveness and overall system accountability. The Plan will be aligned with the standards and indicators and be consistent with district and school goals.~~

~~G)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, which may include shared group goals;~~

~~ii) At least one goal for the improvement of learning, growth and achievement of the students under the Educator's responsibility, which may include shared group goals;~~

~~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.~~

~~D)It is the Educator's responsibility to makes progress towards attaining 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.~~

49. Appendix D. (Evaluation System) #18 Directed Growth Plans and #19 Improvement Plans.

- a. 603 CMR 35.02 defines "Directed Growth Plan" as "a plan of one school year or less for educators who are in need of improvement, developed by the educator and the evaluator," and "Improvement Plan" as "a plan of at least 30 calendar days and no more than one school year for educators who are rated unsatisfactory, developed by the evaluator with goals specific to improving the educator's unsatisfactory performance." Current CBA language that "Directed Growth Plan" is for "overall rating of less than proficient" and Improvement Plan is for those "whose overall rating on a Directed Growth Plan is unsatisfactory" is not consistent with DESE regulation.

18. Educator Plans: Directed Growth Plan

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement. ~~A Directed~~

~~Growth Plan is for those Educators with PTS whose overall rating is less than Proficient. A Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator for one school year for educators with PTS who are rated less than Proficient on their Summative Evaluation. An exception to this would be a PTS teacher on an improvement plan who is placed on a Directed Growth Plan. That Directed Growth Plan must be contained to the year in which the plan started.~~

- ~~B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator. Within ten school days of the Educator receiving his or her evaluation, the Evaluator and the Educator will meet to design a plan to improve the Educator's performance. The Educator may request a representative of the Association attend the meeting(s). If the Educator declines to have an Association representative present the teacher shall sign a document confirming his or her decision. The Educator shall receive a copy of the Directed Growth Plan and shall sign as proof of receipt.~~
- ~~G. 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 June 10th. The Directed Growth Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the District.~~

~~The Directed Growth Plan shall:~~

- ~~i) Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;~~
- ~~ii) Describe the activities and work products the Educator must complete as a means of improving performance;~~

- ~~iii) Describe the assistance the Evaluator will provide to improve the Educator's performance;~~
- ~~iv) Describe the assistance that the district will make available to the Educator;~~
- ~~v) Articulate the measurable outcomes that will be accepted as evidence of improvement;~~
- ~~vi) Detail the timeline for completion of each component of the Plan; and~~
- ~~vii) Include the signatures of the Educator and Supervising evaluator.~~

- D. (Current "E") 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. ~~(CURRENT D):The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the plan, and in no case later than May 15th.~~
- E. (CURRENT F) 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.

Current Language:

- ~~A) A Directed Growth Plan is for those Educators with PTS whose overall rating is less than Proficient. A Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator for one school year for educators with PTS who are rated less than Proficient on their Summative Evaluation. An exception to this would be a PTS teacher on an improvement plan who is placed on a Directed Growth Plan. That Directed Growth Plan must be contained to the year in which the plan started.~~
- ~~B) Within ten school days of the Educator receiving his or her evaluation, the Evaluator and the Educator will meet to design a plan to improve the Educator's performance. The Educator may request a representative of the Association attend the meeting(s). If the Educator declines to have an Association representative present the teacher shall sign a document confirming his or her~~

~~decision. The Educator shall receive a copy of the Directed Growth Plan and shall sign as proof of receipt.~~

- ~~G) — The Directed Growth Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the District.~~

~~The Directed Growth Plan shall:~~

- ~~i) — Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;~~
 - ~~ii) — Describe the activities and work products the Educator must complete as a means of improving performance;~~
 - ~~iii) — Describe the assistance the Evaluator will provide to improve the Educator's performance;~~
 - ~~iv) — Describe the assistance that the district will make available to the Educator;~~
 - ~~v) — Articulate the measurable outcomes that will be accepted as evidence of improvement;~~
 - ~~vi) — Detail the timeline for completion of each component of the Plan; and~~
 - ~~vii) — Include the signatures of the Educator and Supervising evaluator.~~
- ~~D) — The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the plan, and in no case later than May 15th.~~
- ~~E) — 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.~~
- ~~F) — 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.~~

50. Appendix D. (Evaluation System) #22 Common Assessments

- a. This item was removed from DESE's Model System. Recommend striking this language from the CBA.

~~22. *Common Assessments/ Student Learning Indicator~~

~~A) Common Assessments (CA)'s will be developed in conjunction with the department head and where appropriate by the educators teaching the same course. Each educator will have a total of two locally developed CA's per year used to measure student growth. CA results should be used to inform self-assessment and goal setting.~~

~~B) The evaluator will meet with each educator or team of educators during the goal setting process to conduct a collaborative conversation about the educator's student outcomes on the CA's administered the previous year(s).~~

~~C) Upon receiving any further guidance from DESE on rating educator impact on student learning growth or common assessments, the parties agree to bargain with respect to these matters.~~

51. Appendix D. (Evaluation System) #23 Using Student Feedback in Educator Evaluation.

- a. Propose adoption of "DESE Model Student Feedback Survey, Grades 6-12" located at <https://www.doe.mass.edu/edeval/implementation/student-surveys/> Members will be expected to administer surveys at the end of each year and use the survey results to inform the "Self-Reflection" and "Goal Setting" stages. Survey results will not be shared directly with the evaluator and will be the sole property of the member.

DESE Model Language:

23. Using Student feedback in Educator Evaluation

In accordance with 603 CMR 35.07(1)(c)(2), the parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality.

~~23. *Using Student Feedback in Educator Evaluation~~

~~A) The Educator Evaluation committee (as defined in 24E) will approve a student survey to be used by all educators. In order for a student survey to be adopted or adapted it must be voted by a majority of the committee. The information collected from~~

~~this student survey can only be used to inform educators in the process of self assessment and goal setting as part of the evaluation cycle.~~

~~B) Upon receiving any further guidance from DESE on using student feedback in the Educator Evaluation process, the parties agree to bargain with respect to this matter.~~