

CONTRACTUAL AGREEMENT

BETWEEN THE

WEBSTER EDUCATORS' ASSOCIATION

AND THE

WEBSTER SCHOOL COMMITTEE

FOR THE PERIOD OF

JULY 1, 2017 - JUNE 30, 2018

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CONTRACT

Pursuant to the provisions of the General Laws of Massachusetts, this contract is made this by the SCHOOL COMMITTEE of the TOWN OF WEBSTER and the WEBSTER EDUCATORS ASSOCIATION, (hereinafter sometimes referred to as the ASSOCIATION).

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Webster, and that good morale within the teaching staff of Webster is essential to achievement of the purpose, we, the undersigned parties of this Contract, agree that:

- a. Under the law of Massachusetts, the Committee, elected by the citizens of Webster, has final responsibility for establishing the educational policies of the public schools of Webster, and that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall be deemed to negate or impair any power, right or duty conferred upon the Committee by law or mandate of any agency of the Commonwealth;
- b. The Superintendent of Schools of Webster (hereinafter "Superintendent") has the responsibility and authority established by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to negate or impair any power, right or duty conferred upon the Superintendent by law or mandate of any agency of the Commonwealth.
- c. The teaching staff of the public schools of Webster has responsibility for providing in the classrooms of the schools education of the highest possible quality;
- d. The Committee's or the Association's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the Committee or the Association from exercising the same in some other way not in conflict with the provisions of this Agreement.
- e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- f. To give effect to these declarations, the following principles and procedures are hereby adopted:

Article I - Recognition

- 1-1 For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of teachers who hold licenses under Chapter 71 of the Massachusetts General Laws, and all other personnel who hold such licenses and who perform a school-related function such as librarians, reading coordinators, guidance counselors, reading specialists, hearing and speech pathologists, occupational therapists, physical therapists, integration specialists, psychologists, psychotherapists, adjustment counselors, academic coaches, interventionists, long term substitutes (filling a position for a person for 91 days or more) and school nurses. Excluded are all day to day substitutes, administrators and members of Unit B. When a new position is added to the bargaining unit the Association President will be notified in writing and provide a copy of the job description for the position.

1-2 If any provision of this Agreement is found contrary to law by the Supreme Court of the United States or by any court or agency of competent jurisdiction from whose judgment no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereby. In such case, all other provisions of this agreement shall remain in effect.

Article II - Association Rights

- 2-1 Members of the categories noted above in 1-1, hereinafter referred to as "teachers" who participate in the process of resolving grievances as a professional problem in the manner indicated herein shall not be subject to discrimination for such action.
- 2-2 The resolution of All Grievances and Professional Problems shall be in accordance with the procedures which are part of this Agreement.
- 2-3 The Association shall be provided bulletin board space in the faculty room of each school for the posting of official notices and other official materials relating to Association activities. Such space is not to exceed 50 percent of space presently provided.
- 2-4 The Association shall have the right to place material in the mail boxes of teachers. Placement will be made by the building representatives or his designee. The Association shall have the right to use interoffice mail, including email or other electronic communication for the purpose of notification to their members, but not to include discussion of union issues or items related to collective bargaining. All electronic communication must comply with the District's user agreement.
- 2-5 On twenty-four (24) hours' notice to the Principal of the School, the Association shall have the right to schedule meetings in the building after regular duty hours and during the lunch time of the teachers involved on matters concerning their employment and the provisions of this Agreement provided the space requested has not been previously committed. These meetings will be held during the regular school year and will not be in conflict with janitorial staffing.
- 2-6 The Committee shall permit the President of the Association or his designated representative to visit the schools during his/her free time for any purpose relating to the terms and conditions of this agreement. If conferences with teachers are necessary, they shall be scheduled after school hours or during the teacher's unassigned time so as not to interfere with the school program.
- 2-7 A copy of the School Committee Agenda and School Committee Minutes shall be made available to the President and the Vice President of the Association.
- 2-8 The Committee agrees to make payroll deductions for payments into the MTA Credit Union for those teachers who so request.
- 2-9 The Committee agrees to require as a condition of employment, the payment of an Agency Service Fee in accordance with Massachusetts General Laws, Chapter 150E, Section 12.
- 2-10 The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith, shall certify to the Treasurer of Webster all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this Contract. Such dues deductions shall be in equal payments until paid.
- 2-11 The Teachers' Association will, upon its request in writing, be given an opportunity to meet and discuss with the Superintendent its views on the following year's calendar prior to its adoption. The final determination of the calendar will remain the decision of the School Committee.
- 2-12 Superintendent (as the representative of the School Committee) and the Association will meet at least three (3) times per year for the purpose of discussion of issues of mutual concern.
- 2-13 The Association will be granted up to four (4) Association days annually for designated members to attend MTA/NEA Conferences, trainings, meetings or conventions.

Article III - Fair Practices

- 3-1 In accordance with the laws of the United States and the Commonwealth of Massachusetts there shall be no discrimination against any teacher on the basis of race, creed, color, age, sex, sexual orientation, gender identity, national origin, marital status, handicap or memberships or lawful participation in or association with activities of the Association.

Article IV - Instruction / Curriculum

- 4.1 The determination of textbooks to be used in the Webster School System shall be cooperatively arrived at through joint consultation among teachers and administrators with final approval by the Committee.

Article V – Employment

Initial Hire

- 5-1 A teacher upon initial employment in the Webster Public Schools will be placed on a step in the salary schedule as recommended by the Superintendent. Consideration will be given to all full time public or private school teaching experience. Consideration will be given to full time substitute teaching experience where the candidate has assumed full professional responsibility for a regular teaching position for a period equal to or greater than ninety-three (93) consecutive school days.

Part time

- 5-2 Part-time employees who work full days for part of the scheduled work week shall earn sick leave in the same proportion as their part-time employment status. For example, a teacher who works two (2) full days of a five-day week shall earn 40% of the annual sick leave allotment. One year of longevity shall be earned for each year worked; however, longevity compensation will be prorated.
- 5-3 Part-time employees who work part of a scheduled work day each day of the each schedule work week shall earn sick leave in the same manner as a full time employee (15 days per year). It is understood that a work day is the number of hours per day that an employee is scheduled to work.
- 5-4 If a full-time employee who has accumulated sick leave moves to part-time employment, he/she will first apply the part-time earned sick days to cover the absence. If that part-time leave is exhausted, their accumulated full-time sick leave will be applied on a pro rata basis.
- 5-5 All part-time faculty members shall attend a number and/or portion of professional development (PD) days equal to the percentage of their teaching time as arranged between the faculty member and their immediate supervisor. Part-time staff are responsible for obtaining the information covered during any PD day or portion of the PD day that they do not attend. The parties agree that professional development for part-time staff is more meaningful if they are in attendance.
- 5-6 Part-time instructional employees will receive preparation time/duty assignments on a pro-rated basis. (example: A teacher works 60% over three (3) full days would get three (3) preparation periods/duty assignments. A teacher who works 50% over five full days would get 2.5 preparation periods/duty assignments.) This preparation/duty assignment time is included in the work day calculations.
- 5-7 Any part time unit member unable to attend parent/evening events due to other work commitments may make arrangements with the building principal for an alternative date.

Caseload employees/specialists

- 5-8 Caseload employees and Specialists assigned to one building are expected to fulfill the same requirements for staff meetings and evening meetings as classroom teachers.

Employees assigned to multiple buildings

- 5-9 Building principals will meet and determine which faculty meetings and evening conferences/events shared staff will attend. Staff will not be required to exceed the requirement for staff assigned to a single building.

Article VI - Duties

- 6-1 Teachers shall be required to collect money from students, but will not be held responsible for funds collected.
- 6-2 Para-professional help will be supplied for all non-teaching duties when possible and available.

Article VII - Work Year/Work Day

Work year

- 7-1 The work year of teachers (other than new personnel who may be required to attend two (2) additional days of orientation) shall be 185 days. It shall include the 180 student days plus 5 professional development days. The work year for teachers will not start earlier than the Monday preceding Labor Day and end no later than June 30th. Teachers will be provided with a half day for classroom preparation during one of the professional development days that is scheduled prior to the start of the first day of school for students.
- 7-2 A copy of the school calendar including the student day will be given to the Educators' Association as soon as it is established by the School Committee.

Work day

- 7-3 The starting and dismissal time for students are subject to modification by the Committee, provided that no such modification will increase the length of the instructional day and/or the teacher's workday. For the purpose of clarification, the student day will begin upon the start of instruction.
- 7-4 The work day of high school teachers will begin ten (10) minutes before the designated starting time for students and will end fifteen (15) minutes after the dismissal time, except as to the teachers' professional obligation to provide extra help for students. Teachers at the middle school will begin fifteen (15) minutes before the designated starting time for students and will end fifteen (15) minutes after the dismissal time, except as to the teachers' professional obligation to provide extra help for students as described below. Teachers at the elementary school will begin twenty-five (25) minutes before the designated starting time for students and will end twenty (20) minutes after the dismissal time, except as to the teachers' professional obligation to provide extra help for students as described below. On Fridays and days before holidays, a teacher may leave once all assigned responsibilities are met.
- 7-5 Teachers who meet with co-workers district wide on professional development days may have their work day start and end times adjusted by administration, but they will not work more than 7 hours, including a 30 minute duty free lunch.

- 7-6 All high school and middle school teachers will designate a “late night” weekly (Tuesday, Wednesday or Thursday) where they will be available an additional thirty (30) minutes after their work day ends to offer extra help to students.
- 7-7 All teachers will be granted a duty free lunch period of at least 30 minutes daily.
- 7-8 All elementary school teachers and elementary teaching specialists will receive at least 45 consecutive minutes preparation period daily. All elementary specialists will teach no more than six (6) periods per day.
- 7-9 All middle school teachers will receive at least 45 consecutive minutes of preparation time daily. One (1) period per week will be designated for common planning time or grade level team meetings.
- 7-10 All high school teachers will be assigned 5 classes, have one duty period and one preparation period. Each period will run approximately **50-80** minutes. The schedule will run on a 7 day cycle with one period dropped daily.
- 7-11 In order to meet the scheduling needs of students which arise from time to time, the Superintendent may post, in accordance with Article 20-2, the availability of an extra class of instruction in lieu of a preparation period. Compensation for such instruction will be 1/7 (one-seventh) of the assigned teacher’s current base salary.
- 7-12 Before and after school duties (during the teachers required school day) will be assigned equitably.
- 7-13 Teachers may leave the school grounds with the permission of the building principal or his designee during the time school is in session. This shall include a teacher’s duty-free lunch period.
- 7-14 Teachers participation in extra-curricular activities and all other activities beyond the regular school hours shall be voluntary and/or compensated according to schedule. (Appendix B).

Meetings

- 7-15 Teachers may be required to attend two (2) meetings per month: one (1) shall be a general faculty meeting and one (1) shall be for grade level or departmental curriculum development. Such meetings may be up to seventy-five (75) minutes in duration.

Parent/evening meetings

- 7-16 Teachers (which includes all bargaining unit members) may be required to attend up to 3 scheduled evening events which may include but is not limited to parent teacher conferences, orientation and showcase. Teacher attendance at each event shall be limited to 2 hours. The administration will seek input from building representatives when determining the start and end time of each event.

Substitutes

- 7-17 The Committee will advertise for substitute teachers and nurses as necessary. Every effort will be made to hire substitutes for absent teachers and nurses.
- 7-18 Every effort will be made to avoid using a regularly assigned teacher as a substitute teacher. In those cases where regular substitutes are not available, a regular teacher may be assigned to serve as a substitute during his/her preparation time. The teacher will be compensated at a rate of \$30.

Nurses

- 7-19 Nurses covered under this contract shall be licensed by the DESE. Due to the nature of their work, nurses will use their professional discretion in determining their daily schedule. They will however be expected to attend general staff meetings and the scheduled evening meetings referred to above.
- 7-20 Nurses will be required to review health records of incoming Kindergarten students and schedule and assist with pre-athletic exams as part of their work year.

Article VIII - Evaluation

- 8-1 The evaluation instrument and procedure developed jointly by the parties to this Agreement in accordance with G.L. c.71, S38 are incorporated into the Agreement by reference. The Association and Superintendent shall meet annually for purposes of reviewing the evaluation instrument and procedures. Any substantive changes must be ratified by both parties.

Article IX- Teacher Files

- 9-1 No material derogatory to a teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.
- 9-2 The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- 9-3 Examination of the files of teachers shall be in accordance with Chapter 71 Section 42C of the General Laws of Massachusetts.
- 9-4 Upon written request by the teachers, the Superintendent shall reproduce any material in the teachers file with the exception of letters of reference.
- 9-5 Any credible complaints regarding a teacher made to any member of the administration by a parent, student, or other person, will be promptly called to the attention of the teacher.
- 9-6 No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Nothing in this Section shall in any way inhibit or diminish the authority granted the Superintendent by statute, with respect to a decision not to renew employees without professional status.
- 9-7 The Association recognizes the authority and responsibility of the Principal for disciplining and reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the Administration above the level of the Principal, however, he/she will be entitled to have a representative of the Association present. If a teacher is to be disciplined or reprimanded by an immediate superior, other than the Superintendent, it will be done privately.

Article X - General

- 10-1 The Committee will strive to provide students and teachers with safe and healthful schools. This would include periodic professional development on issues of student and classroom safety, teacher liability and legal rights to maintain a classroom environment where all students have the right and responsibility to learn.
- 10-2 Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Building Principal in writing. The Building Principal will provide a copy to the Superintendent.
- 10-3 The Superintendent will comply with any reasonable request from the teacher for information in the Superintendent's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teachers, police, and the courts.
- 10-4 In case of personal injury to a teacher sustained as a result of, and in the performance of the teacher's duties, the Superintendent's office will notify the Massachusetts Teachers' Retirement Board as

required by General Laws Chapter 32, Section 7, and will provide a copy of such notification to the teacher.

- 10-5 Bargaining unit members will immediately notify the building principal and provide specific and articulate documentation if their personal property is damaged or stolen while on duty for the district. Such report shall be forwarded to the Superintendent and his/her designee, who will review using due diligence and respond to any reasonable request from the member for reimbursement. Such report shall be forwarded to the Superintendent and his/her designee, who will review using due diligence and respond to any reasonable request for reimbursement.
- 10-6 All teachers are covered by Workers' Compensation. A teacher who is collecting Workers' Compensation may use accumulated sick leave to make up the difference, if any, between regular pay and Workers' Compensation payments allocated to lost time. Teachers shall assist the School Committee by providing information needed, or if physically able, appearing at hearings related to their Worker's Compensation benefits.

Article XI - Sick Leave

- 11-1 Teachers shall be entitled to fifteen (15) days paid leave for absence due to illness each school year. The annual fifteen (15) day allotment shall be pro-rated for teachers who are not employed for a full school year.
- 11-2 In addition to personal illness or injury, sick leave may be utilized for a maximum of seven (7) days per year for illness in the immediate family (immediate family is defined in Article XV-Funeral Leave 15-1).
- 11-3 Teachers whose absences result from school related assault, or injuries, while on official duty, shall have no deductions made from their sick leave. Teachers unable to work as a result of a school-related assault, or injuries, shall receive the difference between any/all compensation insurance payments and the teacher's regular pay.
- 11-4 Sick leave shall be accumulated to a maximum of one hundred twenty (120) days, with the proviso that in any given year a teacher shall be entitled to use that year's allotment of fifteen (15) days before leave due to illness is charged to accumulated leave.
- 11-5 For the length of this contract, upon expiration of sick leave allowed by the Committee the daily deduction of a teacher's pay shall be 1/185th of the annual salary. A teacher may appeal in writing to the Committee in cases where there has been apparent hardship due to excessive absence for illness.
- 11-6 A medical certificate may be required for sick leave in excess of five (5) consecutive days or if a teacher's absence from duty reoccurs frequently or habitually indicating just cause for requiring such a certificate and such teacher has been previously warned orally.
- 11-7 Employees must notify the district of their absence at least 2 hours prior to the start of the school day, but preferably the day before. In emergency situations that do not allow for a 2 hour notice, the employee must contact the administration at their school.
- 11-8 Each teacher will have at least two (2) days of appropriate grade level and/or subject matter lesson plans available and easily accessible at all times in order to ensure the educational progress of students during their absence.

Article XII - Sick Leave Bank

- 12-1 The Webster School Committee agrees to establish a sick leave bank for the use of professional personnel who have exhausted their accumulated and annual sick leave days and require additional leave to make full recovery from illness and would otherwise lose pay through continued illness.
- 12-2 Only personnel covered by this collective bargaining agreement shall be eligible to receive the benefits of this bank.

Enrollment

- 12-3 Open enrollment will be held during the month of September annually. The Superintendent's office will send out enrollment information. If not already a member of any Webster School Department sick bank, initial contribution for new members is as follows:
- | | |
|------------------------------|--------|
| In 0-5 years of employment | 2 days |
| In 6-10 years of employment | 3 days |
| In 11-15 years of employment | 4 days |
| In 16-20 years of employment | 5 days |
- No new members who have completed 20 years of service may enroll in the sick bank after the 2013-2014 school year. This is a onetime enrollment window that will require a 6 day contribution. A onetime exception will also be made for any unit member who was a sick bank member within the past 2 years. They may rejoin for a 2 day contribution.

Annual Contribution

- 12-4 The bank will have a maximum of 500 days and a minimum of 250 days. All members will contribute one day annually until the bank reaches 500 days. Should the bank fall below 250, all members will be assessed an additional day at that time. Once the bank reaches 500 days, only new members contribute the required number of days for enrollment.
- 12-5 Number of Sick Bank days an employee is eligible to receive:
- | | |
|-------------------------------|-------------------|
| In 0-5 years of employment | 30 days per year |
| In 6-10 years of employment | 60 days per year |
| In 11-15 years of employment | 90 days per year |
| In 16-20+ years of employment | 120 days per year |
- Days expire June 30 and members may reapply for a new allotment in each new fiscal year (July 1- June 30).
- 12-6 In the event that a member of the Association has exhausted his/her sick leave (accumulated and sick bank) due to critical or long-term illness or accident, the Association may appeal to the Superintendent to solicit from its members an appropriate number of sick days needed to cover the absent employee for the remainder of the school year. Employee contribution will be voluntary. The Superintendent will render a decision on activating this provision on a case by case basis. The decision is not subject to the grievance procedure.

Opting out

- 12-7 Any employee who wishes to withdraw from the sick bank must do so in writing to the Superintendent by September 15th.

Qualifications for use

- 12-8 The committee will consider the following:
- Is the member suffering from a serious long term illness, accident, life threatening disease;
 - Is the member under the regular care of a physician;
 - Previous use of the sick bank;
 - Attendance;

Use of all accumulated leave;

Timely submission by the patient or designee of medical documentation, preferably with a diagnosis and estimated return to work.

Elective and/or cosmetic surgery does not qualify for sick bank usage.

Sick Bank Committee

- 12-9 The Committee will be made up of 4 members: two (2) selected by the teachers unit and two (2) members of the School Committee or their Designees. A chairperson will be elected from among the committee annually. Ideally the Committee will meet in person to award or deny days from the sick bank, but the Chairperson may contact committee members electronically or by phone for their vote.

Return to work

- 12-10 Members who were awarded days from the Sick Bank will receive 5 additional sick days deducted from the sick bank on their return to work. This is in addition to any days they will accrue under their contract.
- 12-11 Under no circumstances will employees be allowed to donate their accumulated sick leave to the bank when they retire or leave the system.

Article XIII - Leaves of Absence

- 13-1 Leaves of absence without pay, for up to two (2) years, may be granted at the discretion of the Committee for the purpose of:
- A. Personal Illness
 - B. Family Illness (Immediate Family)
- Or, for one (1) year for the purpose of
- C. Maternity/Adoption
 - D. Professional Improvement
 - E. Pursue Alternative Careers
- 13-2 A teacher requesting a leave of absence without pay, not to exceed two years, who returns to the Webster School System after the leave period will be placed on the level of the current salary schedule commensurate with his/her preparation and experience.
- 13-3 Professional obligations shall be met by teachers requesting and receiving leaves of absence without pay by returning to the school system upon termination of the leave for a minimum of one year. Notification shall be submitted four (4) months prior to the opening of school. The Committee may grant other leaves of absence without pay at their discretion.
- 13-4 Any employee may be granted an unpaid leave of absence of up to two years by the Committee to accept an appointment or position with the Massachusetts Teachers Association (MTA) or National Education Association (NEA).
- 13-5 The Committee may grant a leave of absence without pay to any employee to serve in any elected public office. Such leave shall be for the period of one term.
- 13-6 Any employee required to perform jury duty shall receive leave with pay for the period of such duty. Compensation shall be the difference between jury duty pay and the employee's regular salary.
- 13-7 Employees are entitled to leave under the Federal Family and Medical Leave Act and the Massachusetts Small Necessities Leave Act subject to policies adopted by the District governing the taking of such leave. Said policies will be appended to this Agreement.

Article XIV - Personal Leave

- 14-1 Teachers will be allowed up to two (2) personal leave days annually subject to the following conditions:
- (1) leave is to be used for personal business that cannot be accomplished outside the school day;
 - (2) except in an emergency, with the prior written approval of the Superintendent, leave may not be taken on
 - (a) the first ten (10) days of the school year;
 - (b) the last ten (10) days of the school year; or
 - (c) the day before or after a school holiday or vacation.
 - (3) personal days may be taken in one-half (½) day increments
- 14-2 Teachers at the discretion of the Superintendent, may attend conferences, meetings, or visit other schools for educational and/or professional purposes. Reimbursement for such activities will depend upon the Superintendent's approval.

Article XV - Funeral Leave

- 15-1 In the event of death in the immediate family a teacher will be granted leave with pay, not to exceed four (4) working days, (which need not be consecutive) to attend the funeral or commemorative service or to attend to other needs surrounding the death. Immediate family shall mean mother, father, brothers, sisters, mother-in-law, father-in-law, sons, daughters, spouse, grandparents, grandchildren and persons living in the same household.
- 15-2 A teacher may take up to (4) four bereavement days per year for a death not covered by funeral leave. Bereavement days will be deducted from sick days.

Article XVI – Maternity/Parenting Leave

- 16-1 The parties agree to act consistently with the maternity leave provisions of M.G.L. 149, Section 105D. Wherever the terms of the following section conflict with said statute, it is expressly understood that the statute will control.
- 16-2 Maternity Leave without pay shall be granted to any teacher as follows:
- a As long as the pregnant teacher is able to perform her duties, she may continue to teach. The maternity leave of absence shall begin when in the opinion of the administration, the teacher, and her doctor, such action becomes advisable. A teacher may use accrued sick leave for the period in which she is disabled, up to eight (8) weeks after giving birth. After eight (8) weeks a physician's note will be required to extend the leave.
 - b A teacher may return from maternity leave at any time after delivery provided the Superintendent receives a written statement from her doctor saying that she is fit to do so. A minimum of one week's notice of return is required.
 - c For maternity/parental leave which commences on or after April 1 during the school year, a teacher will be eligible for an additional year of unpaid parental leave during the following school year. For maternity/parental leave which commences prior to April 1 a teacher will be granted maternity/parenting leave for the remainder of the current school year only. Requests for additional leave may be made by the Superintendent on a case by case basis. The Superintendent's decision is not grievable.

- d. A teacher adopting a child shall be entitled upon written notice to a leave to commence any time during the first year after receiving such custody if necessary in order to fulfill the requirement of adoption. The terms of such leave shall be the same as those specified under Maternity/Parental Leaves above.

16-3 Other Parental Leave Provisions as follows:

- a. Maternity leave in case of interrupted pregnancy or intent of adoption may be terminated if:
 - 1. A teacher requests in writing to the Superintendent the desire to return to his/her position and provides medical approval.
 - 2. The Superintendent requests the return of a teacher to a position or a substantially equivalent position, such action subject to medical approval.
- b. All benefits to which a teacher was entitled at the time a parental leave commenced, including unused accumulated sick leave, will be restored to said teacher upon return, said teacher will be placed on the applicable salary schedule at the step which had been attained when the parental leave commenced. A teacher who had taught ninety-three (93) or more days in the school year in which the parental leave commenced will be placed on the next step of the applicable salary schedule.
- c. A teacher returning from a parental leave will be assigned to the same position which the teacher held at the time said leave commenced or, if that position is no longer in existence, to a substantially equivalent position.
- d. While on leave, a teacher shall have the option to remain an active participant in any other school connected insurance program in which the teacher is already an active member by contributing thereto the amount he or she would have been required to contribute if actively employed and by further contributing the amount that the school system would have been required to contribute if the teacher were actively employed. Additional administrative costs may apply.
- e. It is incumbent upon the teacher on extended leave to notify the Superintendent by February 1 following the date of birth of a child of intent to return to previous duties or to resign.
- f. These provisions shall be interpreted so as to permit total compliance with federal and state (Massachusetts) laws and regulations governing leave on account of pregnancy.
- g. Adoptive parents are eligible for the benefits under this Article.
- h. Family Medical Leave
Family and Medical leave shall be granted in accordance with applicable state and federal laws, provided that such leaves shall be granted coincident with and not in addition to the leaves provided in this Agreement.

Article XVII - Military Leave

17-1 A leave of absence for required military service without pay shall be granted upon written request to any teacher, employed by the Committee who enters a branch of the Armed Services of the United States for four (4) years or less. Such an individual shall retain and continue to accumulate seniority during this period, provided that he applies for reinstatement with the Committee within ninety (90) days after discharge and prior to March 1st of the subsequent school year. Required military service shall mean induction into the Armed Service or voluntary enlistment in lieu of imminent induction into the Armed Service.

17-2 Evidence of satisfactory physical and mental health as determined by a physician approved by the Committee must be filed with the Committee as directed before said teacher is returned to duty.

- 17-3 The Association accepts that the Committee cannot guarantee the return of any teacher to a specific building, grade level or special assignment at the conclusion of a period of absence exceeding one half year in length; the Committee will, however, make every effort to return a teacher to the same or comparable position to that prior to the leave.
- 17-4 Credit for Military Service: Full credit on salary schedule, year for year, up to a limit of four (4) years, for service in the Armed Forces while on military leave of absence from the Webster School System is granted.

Article XVIII - Sabbatical Leave

- 18-1 Sabbatical leaves may be granted for study to members of the teaching staff by the Superintendent subject to the following conditions.
- 18-2 Not more than two (2) percent of the teaching staff shall be absent on Sabbatical Leave at any one time.
- 18-3 Requests for Sabbatical Leave must be received by the Superintendent in writing, in such form as may be required by the Superintendent of Schools, not later than December 31 and action must be taken on all such requests not later than April 1 of the school year preceding the school year for which the Sabbatical Leave is requested.
- 18-4 The teacher must have completed at least seven (7) consecutive full school years of service in the Webster School System.
- 18-5 Teachers on Sabbatical Leave will be paid at one hundred (100) percent of their regular salary rate for 12 months, provided that such pay when added to any program grant, will not exceed their regular salary rate.
- 18-6 Prior to the granting of Sabbatical Leave, a teacher shall enter into a written agreement with the Committee that upon termination of such leave, he/she will return to the service of the Webster School System, for a period equal to twice the length of the leave. In default of completing such service, he/she shall refund to the Webster School System an amount equal to such portion of salary received by them while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless such default is due to illness or disability which incapacitates them as a teacher for more than 1 year or death.

Article XIX - Reduction In Force

- 19-1 The Committee retains the exclusive right to determine the number of teaching positions and other professional positions which are needed in the schools under its jurisdiction. No employee with professional status will be laid off until all teachers without professional status have been laid off unless the least senior teacher with professional status is not qualified to perform the duties of last remaining teacher without professional status.
- 19-2 When a reduction of the number of teachers in a grade level or subject area is necessary, volunteers will be considered for transfer first. When there are no volunteers, **layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students, which is defined as follows: the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Meets the Standards of the Webster Public Schools (for evaluations prior to 2013-2014), Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired**

professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first. A teacher's placement on the salary schedule shall not be a factor in the consideration of layoffs.

- 19-3 "Seniority" means an employee's length of service in years, months and days working in the bargaining unit under a valid teaching license from the initial date of teaching in the district. An employee who has been employed part-time for any given year will receive a fraction of a year's seniority equivalent to the amount of employment. Accrual of seniority shall include only paid leaves of absence.
- 19-4 "Qualified" means that the teacher holds a valid active license for the position or an inactive license which can be activated within the timelines defined by the Department of Elementary and Secondary Education.
- 19-5 Cases of identical seniority in the same subject area shall be resolved by granting preference to the employee with the highest level of educational training as of June 1st of each year. If these are identical, preference will be given to the employee with the most credits in a subject area (these credits to be filed with the Superintendent of Schools by June 1st of each year). If identical, then preference will be given to the employee with the most total years of teaching both in and outside the system.
- 19-6 Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15th of the school year preceding the year in which the reduction will take effect. Teachers **with exemplary or proficient ratings** who have been laid off shall be entitled to recall rights for a recall period of three (3) years after the effective date of the layoff; the Webster Educator's Association Building Representatives shall be notified of openings. Preference for positions as they develop will be in the inverse order of their respective lay off dates and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff.
- 19-7 Employees on recall shall be notified by the Superintendent by certified mail of any open positions within their area of certification in the Webster Public Schools at their last known address. The teacher is responsible for notifying the Superintendent of his/her current mailing address. Failure to apply for any open full time, permanent position within his/her area of certification within fifteen (15) weekdays following such notification by the Superintendent shall terminate all rights under this Article.
- 19-8 Laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for the full premium plus any administrative costs. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.
- 19-9 While members of the bargaining unit continue on layoff during the recall period the Committee agrees not to hire any new teachers unless all qualified teachers on layoff with recall rights from this school system declined an offer to fill the vacancy.
- 19-10 For purposes of this article, layoff will date from the last day taught for compensation as a full time or part time staff member in the Webster School System.
- 19-11 A seniority list shall be compiled and updated at the beginning of each school year. A copy shall be given to the Association by November 1st and any challenge to the list shall be made by December 15th. The Administration shall respond to the Association's challenge by January 30th. A meeting between the parties shall take place before March 1st to resolve any issues.
- 19-12 All benefits, including salary to which an employee was entitled at the time of lay-off, shall be restored in full upon re-employment within the recall period.

Article XX - Transfer Policy

- 20-1 On an annual basis the Superintendent will notify all teachers that they may file a statement of interest in a transfer to a permanent vacancy. Teachers desiring to transfer shall file such statement with the Superintendent's office by April 15 of each year.
- 20-2 Permanent Vacancies (defined as an added position in the table of organization or an ongoing position that has been permanently vacated, except positions created by an enrollment shift within the same school or department) shall be simultaneously posted both externally and internally. Teachers must apply for such vacancies within ten (10) school days of the posting, except in the month of August when the application deadline shall be five (5) days. All current employees who apply or have filed a statement of interest applicable to the vacancy shall be given consideration for the vacancy.
- 20-3 In filling such vacancies, due weight shall be given to the professional background, attainment and seniority of all applicants. When qualifications are equal, preferential consideration will be given to qualified teachers already employed by the School District.
- 20-4 In extenuating circumstances, the Superintendent may request and the Association may agree to waive the time limits set forth above.
- 20-5 Every effort will be made to notify teachers of their schedules for the ensuing year as soon as practicable and under normal circumstances by July 15. In the case of permanent vacancies occurring during the summer, in addition to the posting set forth above, the President of the Association will be notified and any teacher who has filed a notice of desire to transfer applicable to the vacancy will also be notified. Teachers will be notified of changes in their assignment which develop during the summer as soon as possible and provided the opportunity to meet with the administration relative to any changes.

Article XXI - Grievance Procedure

- 21-1 Definition: A grievance is defined to be a question, problem, or disagreement which arises concerning (1) the interpretation of application of any provision of this Contract with respect to wages, hours, or working conditions of an employee or employees covered by it or (2) an alleged violation of any provision of this agreement. A matter which is reserved to the discretion of the Committee outside the terms of this agreement or by law may not be the subject of a grievance under this agreement.
- 21-1.1 Informal Procedure for Grievance
Any teacher or group of teachers having a grievance may discuss the same informally with their immediate supervisor. A grievance may also be discussed with the Committee upon the recommendation of the Superintendent but the Association shall be notified of the nature of the grievance and of the place and time of the discussion and shall be given the opportunity to have a representative or representatives present at the discussion to state any views of the Association respecting the matter. No resolution of any grievance under this informal procedure shall, however, have any effect as an amendment or as a precedent for any formal grievance procedure unless the Association and the Committee shall so agree in writing. Pursuit of the informal procedure shall not be a condition precedent to the pursuit of the formal procedure provided under Section 21-2. If any step is omitted in the informal procedure the grievance shall proceed directly to the formal grievance procedure.
- 21-2 Formal Procedure for Grievance
- 21-2.1 Level One. The teacher and/or a representative of the Association shall present a written statement of the grievance to the teacher's principal within twenty (20) school days of the date of the grievance or his/her knowledge of its occurrence. Such principal, the teacher, and if the grievant so desires a

member of the Association shall meet within five (5) school days thereafter in an effort to settle the grievance.

21-2.2 Level Two. If the grievance shall not have been disposed of under Level One to the satisfaction of the teacher and/or the Association within ten (10) school days after such meeting in Level One above, and the teacher or the Association shall have determined to proceed further, the teacher or a representative of the Association shall, not later than five (5) school days after the written statement under Level One was presented, present a written statement of the grievance to the Superintendent who shall meet with the teacher, the teacher's principal and a representative of the Association within ten (10) school days thereafter in an effort to settle the grievance.

21-2.3 Level Three. If the grievance shall not have been satisfactorily resolved within five (5) school days after the meeting with the Superintendent at Level Two, the Association may, within five (5) school days thereafter, present a written statement of the grievance to the Committee if the matter being grieved is under the Committee's legal jurisdiction. The Committee will meet with the grievant(s), Superintendent and Association within fifteen (15) school days thereafter at a regularly scheduled Committee meeting in an effort to settle any grievance so submitted and shall have five (5) school days in which to respond to the grievance. Grievances outside of the Committee's jurisdiction may be submitted to arbitration subject to the following paragraph.

21-3 Arbitration

The Association may, by giving written notice to the School Committee within five (5) school days next following conclusion of such period of twenty (20) school days, present the grievance for arbitration; in which case the School Committee and the Association shall forthwith submit the grievance to the American Arbitration Association for disposal in accordance with the applicable rules of the said tribunal. The jurisdiction of the arbitration of the terms of this agreement; the tribunal shall not have authority to alter, modify or amend this agreement. The decision of the tribunal within the scope of its jurisdiction shall be final and binding upon the parties hereto. The fees of the tribunal shall be shared equally by the parties, provided, that the obligation of the Committee to pay anything other than its own expenses shall be limited to the obligation which the Committee can legally undertake in that connection. If any payment on account of the Committee's obligation is denied or refused as illegal by any official (other than a member or an official of the Committee) having the power to deny or refuse such payment, the fees of the tribunal shall be paid by the other party hereto. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this agreement.

21-4 General Provisions

21-4.1 Determinations of formal grievance shall be in writing, shall include a statement of the reasons therefore, the contract article alleged in violation and the remedy sought, and shall be transmitted promptly to the grievant, to the Association and to the Committee.

21-4.2 Failure of the person or persons to whom presented to make a determination with respect to a grievance by the applicable time limits after presentation shall be deemed denial of the grievance.

21-4.3 Time for meetings to discuss grievances shall be scheduled outside of the school day, unless in the judgment of the appropriate administrator, a meeting during the school day is desirable to facilitate the production of appropriate information. Attendance by teachers and by Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.

21-4.4 At the request of the Association, after a teacher has discussed a grievance with it, the Committee will make available to the Association such documents and data as the Committee may possess which pertain to the grievance all of which are public records.

21-4.5 Records. While both parties may maintain files of grievances and the disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any teacher involved in a grievance except as may be required to implement the disposition thereof.

21-4.6 No reprisals of any kind shall be taken by any party hereto against any person who participated in any grievance proceeding by reason of such participation.

- 21-4.7 No grievance in process during the term of the Agreement shall lapse because of the expiration or termination of this Agreement. For any grievance not resolved by the last day of the teacher-year, the phrase "school days" shall no longer apply and the phrase "week days" shall apply until the first working day of the next school year. In the event the Principal and/or Superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule.
- 21-4.8 If a grievance affects a group or a class of teachers from more than one school, the Association may commence a grievance on behalf of such group or class at Level Two by submitting the grievance in writing to the Superintendent and affected principals. Said grievance shall describe the group or class of teachers affected.
- 21-4.9 All timelines of the grievance process may be extended by mutual agreement.

Article XXII - Salaries

- 22-1 Salaries for all personnel covered by this Agreement are attached hereto as Appendix A, B, C, D, E and F as well as the Notes, and are hereby made a part of this Agreement.
- 22-2 Any expected change in a teacher's salary due to added preparation or advanced degrees as provided in the salary schedule, shall be indicated in writing to the Superintendent's office by December 1st preceding the next school year. Failure to notify the Superintendent by this date will result in a delay of salary advancement to the next school year.
- 22-3 The Committee agrees that teachers shall be placed on the appropriate step on the salary scale each September depending on advanced hours and degree provided that the teacher adhered to the terms of Article 22-2.
- 22-4 Salaries covered by this agreement are based on 185 working days.
- 22-5 All employees covered by this Agreement will be paid every other Thursday, beginning with the 2nd Thursday of September in 21 equal payments with the last payment payable by June 30th plus five payments in a lump sum.
- 22-6 An employee required to use his/her personal vehicle for school business will be paid for mileage at the IRS rate currently prevailing.
- 22-7 Beginning in the 2013-2014 school year, all new employees will be required to enroll in direct deposit. Current employees are encouraged to enroll in direct deposit. Those individuals who choose not to use direct deposit will be required to pick up their paychecks at Central Office.

Article XXIII - Course Reimbursement

- 23-1 The Committee agrees to pay costs of graduate-level courses taken for professional improvement by individuals covered by this agreement under the following conditions:
 - a. The Superintendent must approve all courses prior to enrollment. Payment will be made for tuition costs of courses taken by teachers of professional status for professional improvement in their areas of concentration and/or assignment. Such approval shall not be unreasonably withheld. Teachers wishing to take courses not applicable to the above must receive prior written approval of the Superintendent of Schools in order to receive reimbursement. Nurses will be reimbursed for both graduate and undergraduate courses in the health/medical field.
 - b. The teacher must receive a grade of B or better, or a 'pass' grade from the graduate school.
 - c. Payment shall be made within thirty (30) days next following presentation to the Superintendent of evidence of successful completion of a course(s), and a copy of the receipted tuition bill. Course intention forms shall be filed by teachers no later than two

(2) weeks prior to the start of the first class meeting. Such forms shall be available in each school and may be filed within the respective school office. The Association and the Superintendent shall develop a form for documentation of the course reimbursement process.

- d. Each bargaining unit member is eligible for up to nine hundred dollars (\$900) annually for reimbursement of tuition and/or fees for course work that meets the requirements stated above. RETELL (SEI endorsement) credits are also eligible for this reimbursement.

23-2 A committee shall be established consisting of representatives of the Association and the Administration to discuss and plan professional development programs, provided that final discussions regarding such programs shall be at the discretion of the Superintendent. Such committee shall also develop a method to issue and document professional development points earned by teachers through the school professional development program.

Article XXIV – Payroll Deductions

Health Insurance

- 24-1 All Bargaining unit members regularly scheduled to work in excess of twenty (20) hours per week are eligible to receive such health benefits as the Town of Webster may provide for all full-time employees as follows:
- 24-2 The premium shall be shared at seventy five percent (75%) by the Town and twenty five percent (25%) by the employee.
- 24-3 All employee health insurance contributions will be based upon pre-tax dollars.
- 24-4 Any employee who elects to obtain health insurance other than through the Town of Webster shall receive a stipend of Five Hundred Dollars (\$500.00) each year of contract. This provision also applies to employees who opt not to receive Town insurance because their spouse or other family members obtain health insurance through the Town of Webster. Payment of such stipend shall be made by December 1 of each year provided that the payment shall be pro-rated in the case of service of less than a full year.
- 24-5 The Blue Cross-Blue Shield Master Health Plus Insurance splits referenced above are based upon premium rates established through the continuation of the self-insurance rate arrangement rather than the premium rate basis arrangement.
- 24-6 Health Insurance shall be provided in accordance with the Town’s program as established via Chapter 32B.

Dues Deductions

- 24-7 The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith, shall certify to the Treasurer of Webster all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this Contract. Such dues deductions shall be in equal payments until paid.

Agency Fee

- 24-8 The Committee agrees to require as a condition of employment, the payment of an Agency Service Fee in accordance with Massachusetts General Laws, Chapter 150E, Section 12.

Annuity Plan

24-9 The School Committee agrees to enter into a written agreement with any of the members of the employee unit to purchase (either directly or through a third party) an individual or group annuity contract for such employee or employees, said transaction to be handled by the Town Treasurer in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B.

Discontinuation of Payroll Deductions

24-10 Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association thirty (30) days advance written notice.

Article XXV - Longevity

25-1 An annual longevity stipend for continuous years of service in the Webster Schools will be paid according to the following schedule:

Step	After the <u>completion</u> of years:	2014-15	2015-16	2016-17
1	12-18	\$600	\$700	\$800
2	19-25	\$1400	\$1600	\$1800
3	26-32	\$1900	\$2200	\$2500
4	33+	\$2700	\$3100	\$3500

Said stipends will be paid in a lump sum no later than December 31. The Seniority List will be used to determine unit member eligibility for this stipend. Unit members who complete twelve, nineteen, twenty-six or thirty-three years after January 1 of the then current school year must wait until the following year to receive the first stipend or move to a higher stipend.

25-2 Teachers who have completed twenty (20) years of service in Webster may elect a one-time longevity payment of \$5,000 per year for three (3) consecutive years following election as provided herein. Election shall be made in writing by December 15th in the school year prior to the school year in which the enhanced longevity payment will commence. Upon such election, a teacher shall be entitled to the \$15,000 sum, unless terminated for just cause. At the election of the individual employee and subject to the legal limitations, the enhanced longevity payment may be deposited directly into a 403 (b) plan. After December 15, 2016, no new applicants will be eligible for this benefit. However, those who qualify up to that point and apply by the date above may opt to delay collecting this longevity. Any applicant who chooses to delay payment must notify the superintendent when submitting his/her application and indicate the school year they wish to begin receiving payment.

Article XXVI - Retirement/Resignation

26-1 Upon receipt of an irrevocable letter to the Superintendent, signed by the teacher, stating that he/she shall retire and specifying the effective date of retirement (which shall be the last day of a given teacher’s contract year), teachers whose letter is received by December 1st, shall be entitled to an early retirement incentive bonus of \$2000. The bonus is payable by August 31st of the year of retirement.

A minimum notice of 30 calendar days is required of any teacher who intends to resign.

Conclusion

The provisions of this Agreement shall be effective as of July 1, 2017 and will remain in effect through June 30, 2018. Negotiations for a subsequent agreement will commence no later than the first Monday in October upon written request of either party.

In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of said modification or amendment and if said amendment or modification is thereafter mutually agreed upon, this Agreement will be so amended.

In Witness Whereof the parties of this Contract have caused these present to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

NOTES:

- A. Any employee covered by this Agreement who is required to extend their work year and perform their duties beyond the normal contractual year shall, if such requirement is approved by the Superintendent, be paid at his/her per diem rate.
- B. The hourly rate for extra duty assignments shall be \$30. Teachers who lead or present professional development programs will be paid at the rate of \$30 per hour for such programs, including preparation but calculated at the rate of one and one-half hours of preparation time for each hour of the presentation.
- C. Co-Curricular Stipends – Association Leadership and Administration will meet to update schedules to reflect activities that are currently ongoing.
- D. All Stipendiary positions will be posted annually.
- E. Stipendiary positions will be increased annually by the same percentage as the teachers' negotiated salary increase. The exception is FY 15, where the percentage will be 1.5%.

Appendix “A”

Coaching Stipends

	FY 18
	2.00%
Athletic Director	\$10,808
Baseball JV	\$3,244
Baseball Var.	\$4,581
Basketball (Fresh)	\$2,935
Basketball JH (B&G)	\$2,675
Basketball JV (B&G)	\$3,809
Basketball Varsity (B&G)	\$5,921
Cheerleader (Fall)	\$1,960
Cheerleader JV	\$1,960
Cheerlead. (Winter)	\$2,402
Cross Country (B&G)	\$3,244
Football, Head Coach	\$6,896
Football Asst.	\$4,220
Football Asst.	\$4,220
Football Asst.	\$4,220
Fresh. Football	\$4,220
Golf	\$2,583
Indoor Track (B&G)	\$2,583
JH Intramurals (fall)	\$534
MS Intramurals	\$1,803
MS Intramurals (Asst.)	\$1,130
Soccer JV (B&G)	\$3,244
Soccer Var. (B&G)	\$4,376
Softball JV	\$3,244
Softball Varsity	\$4,581
Tennis (B&G)	\$3,244
Track (B&G)	\$4,016
Trainer – Fall	\$5,715
Trainer – Winter	\$4,905
Trainer - Spring	\$3,796

NOTES:

Coaches are represented in this Agreement through the above salary schedule only, and are not affected by other language provisions; except insofar as they may be employed as teachers in the Webster Public Schools. To clarify, teachers in the Webster Public Schools who also accept coaching positions surrender no rights or benefits under this Agreement except that in their coaching positions they serve at the will of the School Committee.

Appendix “B”

Co-Curricular Stipends

	FY 18
	2.00%
Art Club	\$1,681
Band Director	\$1,681
Chronicle	\$1,983
Chronicle	\$1,983
DECA	\$542
Freshman Class Adv.	\$1,262
Future	\$1,322
Jr. NHS	\$752
Junior Class Adv.	\$1,322
Medical Careers	\$1,262
Mock Trial	\$853
Musical Programs- WMS	\$1,262
National Honor Society	\$1,892
National Honor Society	\$1,892
Science Fair Jr	\$840
Senior Class Advisor Teachers	\$1,983
Senior Class Advisor	\$1,983
Show Choir	\$3,123
Sophomore Class Adv.	\$1,262
Student Council (Jr)	\$1,983
Student Council (Sr)	\$2,402
Super Team	\$661
Theatre/Drama HS	\$1,280
Theatre/Drama WMS	\$853
WMS Art Club	\$1,681
WMS Newspaper	\$752
WMS Yearbook	\$542
WMS Yearbook	\$542
Webmaster - Park Ave Elementary	\$2,220
Webmaster - Webster MS	\$2,220
Webmaster - Bartlett Junior Senior HS	\$2,220

NOTES:

- A. No stipend will be paid for any activity involving fewer than 12 students.
- B. There is an expectation that clubs involve significant after-school hours.
- C. No later than October 1 of each year a representative of the Association at each school shall review with the principal which co-curricular activities will be funded for the school year and the Association shall present a list of same with the agreed stipend to the Superintendent for agreement and attachment to the agreement.

Appendix “C”

Salary

**2017-2018
2%**

	BA	MA	MA+30	MA+60
1	48,644	50,477	51,852	53,078
2	50,865	52,699	54,073	55,299
3	53,085	54,919	56,294	57,518
4	55,307	57,140	58,515	59,740
5	57,528	59,361	60,735	61,960
6	59,748	61,583	62,957	64,181
7	61,970	63,803	65,179	66,404
8	64,191	66,026	67,401	68,625
9	66,412	68,247	69,622	70,847
10	68,634	70,466	71,841	73,066
11	70,854	72,688	74,063	75,287
12	73,077	74,909	76,285	77,510
13	75,297	77,131	78,505	79,730
14	77,516	79,350	80,726	81,950

Appendix “D”

A. Curriculum Leaders

The responsibilities of Curriculum Leaders will be to provide leadership in the development, implementation, and coordination of the Webster Public Schools curricula and content specific programs. Webster’s Curriculum Leaders will meet on a regular basis with administration to unify and integrate the school’s curricula programs and support the development and professional growth of the instructional staff.

Elementary K-6

2017-2018 \$1,904

ELA (2) 1 @ Elementary school and 1@ Middle school
Math (2) 1 @ Elementary school and 1@ Middle school
Science (2) 1 @ Elementary school and 1@ Middle school
Social Studies (2) 1 @ Elementary school and 1@ Middle school

Fine and Applied Arts (1)
Health and Physical Education (1)

K- 6 curriculum leaders will be relieved of one supervisory duty daily. The building principal will coordinate the duty relief schedule with the curriculum leaders.

Qualifications:

- Massachusetts Certification in content and/or Teaching in area of Supervision.
- Professional Teacher Status (preferred)

Elementary Positions K-6

Essential Functions and Performance Responsibilities:

- Participate in curriculum committee meetings at multiple levels.
- Demonstrate a comprehensive understanding of the new Massachusetts Frameworks and Assessment Systems.
- Provide support to teachers at the K-5 level in specific content areas with respect to curriculum development and mapping.
- Prepare curriculum updates and documents in support of the building and K-12 district curriculum initiatives.
- Assist and support teachers in the development of curriculum websites.
- Demonstrate a comprehensive understanding of the different types of lesson design, instruction, assessment, and remediation that are utilized by effective teachers.
- Demonstrate the ability to identify the effectiveness of instruction and work with teachers to improve their pedagogy.
- Conducts in-service trainings in the areas of content, instruction, and curriculum development.
- Update changes to learning standards and disseminate information to teachers’ grade levels.
- Maintain currency and align our K-12 curriculum with federal, state and district requirements.

- Collaborate with the professional development committee to propose educational opportunities that address our strengths and weaknesses.
- Enhance collaborative approaches that support new instructional methodologies.
- Work with the Administration to create a favorable culture/climate that will result in the improvement of teaching and learning.
- Organize and direct the development of an articulated curriculum aligned with written standards and insuring effective curriculum scaffolding between and amongst grade levels.
- Attend meetings with Curriculum Director, Principal, and Superintendent and participate in Professional Development.
- Perform any other responsibilities related to the K – Grade 12 curriculum and educational programs which may be required by the Superintendent, Director of Curriculum, and the Principals.

Secondary Positions 7-12

2017-18

Per dept. member

\$451

Grade 7-8

Humanities

STEM

Grades 9-12

ELA

Math (including business)

Social Studies

Science

Grades 7-12

Foreign Language

Guidance

Fine and applied Arts

Physical Education and Health

Secondary Curriculum leaders will be released from a full teaching period or a supervisory assignment.

Essential Functions and Performance Responsibilities:

- To achieve and maintain standards of excellence in the specific content by strengthening the ability of teachers to deliver effective curriculum, instruction, and assessment for Webster students.
- Demonstrate a comprehensive understanding of the new Massachusetts Frameworks and assessment systems.
- Provide leadership in areas of the development, implementation, and evaluation of the curriculum.
- Actively participates in the hiring process and orientation of new teachers in the designated area, as per the direction of the principals.
- Assist and support teachers in the development of curriculum websites.
- Demonstrate a comprehensive understanding of the different types of lesson design, instruction, assessment, and remediation that are utilized by effective teachers.
- Demonstrate the ability to identify the effectiveness of instruction and work with teachers to improve their pedagogy.
- Ensure that the information generated by common assessments is accessible to teachers to promote student remediation and the differentiation of instruction.

- Conducts in-service trainings in the areas of content, instruction, and curriculum development.
- Models effective instructional strategies for teachers in the content area.
- Oversight of teachers in content area of programs offered in accordance with the regulations and policies of the Principal and Director of Curriculum.
- Assume responsibility for the quality of all instruction, lesson planning, professional responsibilities.
- Work with the Administration to create a favorable culture/climate that will result in the improvement of teaching and learning.
- Devote addition time beyond the regular school day and school year.
- Represent, as necessary the school or school department at professional meeting and conferences.
- Confer, as necessary, with parents, sale representatives, and professional personnel.
- Assist in developing the department budget, recommending the requisitioning of books, supplies, and equipment, and the repair and replacement of equipment.
- Advise the administration, when required, in making class assignments.
- Maintain currency and align our K-12 curriculum with federal, state and district requirements.
- Update changes to learning standards and disseminate information to teachers' grade levels.
- Collaborate with professional development committee to propose educational opportunities that address our strengths and weaknesses.
- Attend meetings with Curriculum Director, Principal, and Superintendent and participate in Professional Development.
- Perform any other responsibilities related to the K – Grade 12 curriculum and educational programs which may be required by the Superintendent, Director of Curriculum, and the Principals.

All Curriculum Leader positions are annual appointments.

B. ESL Coordinator

2017-18

\$2,041

C. Grade Level Coordinators

	\$2,041.0
SY 2017-2018 - 2% increase	1

Appendix “E”

Extended Work Year

- A. The following positions require a work year beyond 185 days. Compensation will be at the individuals per diem rate.

Guidance Counselors	195 Days (10 extra days)
Academic coaches	200 Days (20 extra days)
Nurse	188 days (3 extra days)

These additional days will be scheduled at a time mutually agreed upon between the individual and their administrator.

Appendix “F”

Mentors

Only trained individuals qualify to be mentors.

Up to 12 mentors will be appointed annually.

Each building will have an equal number of trained mentors. Mentors will be assigned no more than 3 mentees.

Stipend (for 1-2 mentees)

2017-18

\$1,261

Stipend (for 3 mentees –an additional \$100 over base)

2017-18

\$1,363

All mentors will use Individual portfolios form PD 360. District mentors will run mini workshops to fill in local gaps with support from the Curriculum Office.

Appendix "G"

Extended Work Year B

The following positions will work the designated days beyond the school year for a stipend rather than the per diem rate:

Team Leaders	195 Days (10 extra days)
School Psychologist	197 Days (12 extra days)

2017-18

\$5,549

These additional days will be scheduled at a time mutually agreed upon between the individual and their administrator.

EVALUATION INSTRUMENT

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Webster Public Schools Educator Performance Assessment Program

Preface

This Educator Performance Assessment Program is intended to promote student performance and achievement, enhance teacher professional performance and accountability, and promote continuous improvement and student growth. Four Professional Teaching Standards of teacher performance have been established by the Massachusetts Department of Elementary and Secondary Education. This tool has been redesigned to be in compliance with 603 CMR 35.00.

The Webster Public Schools holds itself and all of its teachers to high, rigorous standards on behalf of all of our students. Teachers employed by the Webster Public Schools meet the Performance Standards as demonstrated by all listed criteria.

- I. **Curriculum, Planning and Assessment:** Teachers promote the learning and growth of all students by providing high quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an on-going basis, and continuously refining learning objectives.
- II. **Teaching All Students:** Teachers promote the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.
- III. **Family and Community Engagement:** Teachers promote the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.
- IV. **Professional Culture:** Teachers foster the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

- A.** The WEA and the Webster School Committee agree to place all PTS teachers who are currently in “good standing” (i.e. not on a Focused Assistance) at the Proficient classification.
- B.** All teachers who are currently on a Focused Assistance Plan shall be placed at the Needs Improvement classification. Said teachers will continue to fulfill the terms and conditions of his/her Focused Assistance Plan for the remainder of the current school year and a determination of appropriate future placement into the new evaluation categories will be made at such time.
- C.** The parties agree to the rubrics (attached) for use in the evaluation process.
- D.** The parties agree to use the MTA Self Assessment and Goal Setting forms, the jointly bargained Unannounced Observation form, and the DESE model forms for any other aspects of the Evaluation process.
- E.** The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:
- To jointly review the Evaluation Procedure no later than July 1st of each school year.
 - Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.
 - To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented in a timely manner.
 - It is understood that other areas of the Collective Bargaining Agreement may be impacted by these discussion and/or regulatory changes and either party is free to open said areas for the purpose of collective bargaining.

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. ***Administrator:** Any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.09(1) through (5) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00 et. seq., and who is not employed under an individual employment contract. Administrator roles can include such roles as principal/vice principal, superintendent/assistant superintendent, district coordinators, department head and program directors. The parties may agree through collective bargaining to identify other employees as administrators for the purposes of the evaluation process. No member of Unit A may serve in the role of Administrator.

- B. ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate knowledge and skills with respect to specific performance standards.

- C. **Assessment of Student Learning, Growth and Achievement:** Any demonstration of student knowledge and skill attainment, which may include, but are not limited to, informal checks of student understanding, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, and portfolios.

- D. 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, occupational or physical therapists, and some reading specialists and special education teachers.
- E. 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.
- F. 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 that provide feedback to the educator; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- G. Colleagues** – Educators who work together in a professional capacity within the Webster Public Schools.
- H. DESE:** The Massachusetts Department of Elementary and Secondary Education
- I. *District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum 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. (SEE Appendix)
- J. *Educator(s):** Inclusive term that applies to all teachers and caseload educators, unless otherwise noted.
- K. *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 Principal for one school year or less for an Educator without Professional Teacher Status (PTS, see Ch.71, sec.41 for definition); or, at the discretion of a Principal, 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 Principal 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 Principal of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory, developed by the Principal 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 proceeding the next school year.
- L. ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using evidence 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”).
 - M. ***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 Principals have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator responsible for determining performance ratings. No evaluator/observer can be a part of Unit A.
 - i. **Primary Evaluator/Principal** shall be the person who determines the Educator’s performance ratings and evaluation. The primary Principal shall carry out the tasks identified in paragraph “ii” below if there is no supervising Principal. This person shall be the Principal.
 - 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 Principal at the end of the Educator Plan. The Supervising Principal may be the primary Principal 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 primarily assigned or assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation.
 - iv. **Notification:** The Educator shall be notified in writing of his/her primary Principal and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Principal(s) may be changed upon notification in writing to the Educator. Standards governing why such change is taking place shall be negotiated by the parties.
 - N. **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
 - 5) Summative Evaluation
- O. *Experienced Educator:** An educator with Professional Teacher Status (PTS).
- P. *Family:** Includes parents, legal guardians, foster parents, or primary caregivers.
- Q. Focused Assistance Support Team:** A group of colleagues formed to assist an educator when there are performance issues.
- R. *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.
- S. *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.
- T. *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 Principal, or by *teams, departments, or groups of Educators who have the same role.
- *The term Team shall mean: Elementary Grade Level Teams, Specialist Teams, Middle School Teams, High School Departments, Vertical Teams and Content Area Groups.
- U. *Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- V. 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 ELL STUDENT gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected in June 2013.
- W. New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.
- X. Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Principal 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 conditions and 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 are not observations as defined in this Article. It is understood that an administrator's judgments regarding an Educator's practice pursuant to such supervisory responsibilities may not be used as evidence to support a Needs Improvement or Unsatisfactory rating unless there is feedback and discussion with the Educator as provide in this Agreement.

The parties agree to use Teach Point or similar forms of software to provide feedback, documentations and other communications.

- Y. Parties:** The Association and the Committee are parties to this agreement.
- Z. *Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
 - i. 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.
 - ii. Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to describe a fully effective educator.
 - iii. 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.
 - iv. 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.
- AA. *Performance Standards:** Locally developed standards and indicators pursuant to MGL c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those defined in 603 CMR 35.03.
- BB. *Professional Teacher Status:** PTS is the status granted to an Educator pursuant to MGL c. 71, § 41.

- CC. 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 DESE (expected by July 2013)
- DD. Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Principal's judgment 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)
- EE. *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. The rubric consists of:
- i. **Standards:** Describes broad categories of professional practice, including those required in 35.03
 - ii. **Indicators:** Describes aspects of each standard, including those required in 35.03
 - iii. **Elements:** Defines the individual components of each indicator
 - iv. **Descriptors:** Describes practice at four levels of performance for each element
 - v. Through negotiation, the parties may adapt elements or descriptors for different Educator roles, consistent with the regulations.
- FF. *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 Principal's judgments of the Educator's performance against performance standards and the Educator's attainment of goals set forth in the Educator's Plan.
- GG. *Summative Assessment Report -** Formal written report completed by an evaluator detailing the teacher's performance determined by the four Standards of Performance.

- HH. *Superintendent:** The person employed by the school committee pursuant to MGL c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- II. *Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3a, b and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, regular classroom teachers, librarians, guidance counselors, or school nurses.
- JJ. *Trends in student learning:** At least but not limited to two (2) years of data from the WEA bargained district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.
- KK. Written Notice** – A formal letter of concerns reduced to writing and delivered to the teacher by hand, interoffice post, delivery service, or USPS mail.

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, but not limited to:
- i.** Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school.
 - ii.** At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or RETELL 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 Principal 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 as bargained by the parties should be based on the Educator’s role and responsibility. Educators with students who are not in compliance with the Webster Public School attendance policy, shall not have those students’ scores used in any calculations of student learning and/or achievement.

- B.** Judgments based on observations and artifacts of practice including, but not limited to:
 - i.** Unannounced observations of practice of any duration.
 - ii.** Announced observations of practice. (As related to individual educational plan)
 - iii.** Examination of Educator work products.
 - iv.** Examination of student work samples.
- C.** Evidence relevant to Professional Practice and Student Learning Goals including but not limited to:
 - i.** Evidence of progress towards professional practice goal.
 - ii.** Evidence of progress toward student learning outcomes goal.
 - iii.** If there should be a dispute that either the type or amount of evidence provided by an Educator is incorrect or insufficient, the Educator shall first appeal this to his/her Principal for further discussion and review. If the Educator is not satisfied with the outcome of this meeting, s/he may appeal the issue to the Superintendent or his/her designee for discussion and review.
- D.** Additional evidence relevant to one or more Performance Standards, including, but not limited to:

Any other relevant evidence from any source that the Principal shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree that the rubrics attached to this agreement shall be used.

5) Evaluation Cycle: Training

- A.** Prior to the implementation of the new evaluation process contained in this article, all teachers, principals, and Supervising Evaluator, must complete training workshops arranged by the district that outlines the components of the new evaluation process and an explanation of the evaluation cycle. The district through the Superintendent shall determine the type and quality of training based on guidance provided by the DESE and must demonstrate that all principals are qualified.
- B.** By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the Superintendent shall determine the type and

quality of the learning activity based on guidance provided by DESE. The superintendent will work with the Association and the joint labor-management committee to determine the most effective means of providing this training.

C. Training for the other components will be ongoing.

6) Evaluation Cycle: Orientation

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, association president or their designees shall:

- i. Provide an overview of the evaluation process.
- 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 or in the following years.
- iv. The participants will evaluate the effectiveness of this process as a means of providing the joint labor-management committee with actionable feedback.
- v.

7) Evaluation Cycle: Self-Assessment

A. Both the Self-Assessment and the Goal Setting shall be completed no later than November 1st of each school year. It is understood that the Self-Assessment portion must be completed prior to the beginning of the Goal Setting process. A reasonable amount of time shall be given by the Educator to the Principal and the Principal to the Educator so that these two cycles can be completed in a timely manner.

Nothing herein shall prevent a teacher from expediting this process and completing the Self-Assessment and Goal Setting cycles prior to the November 1st deadline. Teachers are encouraged to complete this process as soon as s/he is prepared.

B. Completing the Self-Assessment:

- i. The evaluation cycle begins with the Educator completing 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 and rating 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 or enhancing the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

C. 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. Educators may meet with teams to consider establishing team goals. Principals may participate in such meetings.
- ii.** For Educators in their first year of practice, the Principal 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 be directly related to induction and mentoring activities.
- iii.** Unless the Principal indicates that Educators in their 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, 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 area team goals.

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

- A.** Every Educator has an Educator Plan that includes at least one goal related to the improvement of practice; one goal for the improvement of student learning, and an action plan with benchmarks for goals established in the Plan. See Sections 15-19 for more on Educator Plans.
- B.** To determine the goals to be included in the Educator Plan, the Principal 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 Principal shares with the Educator. The parties agree to negotiate the process for determining the Educator's impact on student learning, growth and achievement after DESE issues guidance on this matter.

- C. The Principal retains final authority over the goals to be included in the Educator's Plan.
 - i. Educators in the first year of their employment will meet with their Principal within a reasonable amount of time from the Educator's first work day of that school year to review regulatory and contractual requirements for evaluation, including Goal Setting and the Educator Plan. Dependent of the Educators date of hire, the Principal will make every effort to have this meeting so that the Educator can meet the November 1st deadline for Self-Assessment and Goal Setting to be completed. This meeting may involve more than one Educator. The Principal shall document the meeting and place in the Educator's file documentation of the materials provided.
 - ii. All other Educators in the same school may meet with the Principal in teams and/or individually at the end of the previous evaluation cycle or by November 1 of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - iii. For those Educators new to the school, the meeting with the Principal to review the Educator Plan must occur by November 1 or within six weeks of the start of their assignment in that school, but in any case prior to the first observation.
 - iv. The Principal 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.
- E. 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

- A. In the first three years of practice or first year assigned to a school:
 - i. The Educator shall have a minimum of four (4) unannounced observations each year; two (2) to occur prior to January 1
 - ii. The Educator shall have a minimum of one (1) announced visit of a minimum of 30 minutes.
 - iii.

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

- A.** For all Educators with PTS, the evaluator may conduct unannounced observations of classrooms at any time.
- B.** All Educators with PTS shall have a minimum of two (2) unannounced observations per year.
- C.** For Educators on an Improvement Plan, in addition to unannounced observations, the educator will have at least one (1) announced visit of a minimum of 30 minutes.
- D.** An Educator or an Evaluator may request an announced observation at any time for the purpose of evaluation.

11) Observations

A. Evaluators and Observers

- i.** The evaluation form will be employed in the evaluation of all staff covered by the Collective Bargaining Agreement between the Webster Educators Association and the Webster School Committee.
- ii.** The Primary Evaluator must be the principal. S/he shall be responsible for the final written evaluation.
- iii.** Observers may be drawn from the following: Principals, Vice/Assistant Principals, and any properly trained district and/or school based administrator. No evaluator/observer can be a part of Unit A.
- iv.** The superintendent is responsible for ensuring that all principals and observers have training in the principles of supervision and evaluation and have, or have available to them, expertise in the subject matter and/or areas to be evaluated.

B. Itinerant Staff

- i.** Itinerant staff will be informed of their Primary Evaluator/Principal prior to October 15.
- ii.** Itinerant staff members will be evaluated by the principal of the building in which they spend the greatest portion of time. It shall be the job of the Superintendent to ensure equitable distribution of the evaluations for those itinerant teachers who spend equal amounts of time in more than one building.

C. Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations. Excluding Instructional Rounds, Walkthroughs, Learning Walks,¹ which this district uses for purposes of professional development.

¹ *While the Massachusetts model contract language refer to three types of unannounced observations – instructional rounds, learning walks, and walk-throughs [Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.] – in reality, none of these protocols is actually appropriate for an unannounced observation for the purpose of gathering evidence to inform a formative or summative evaluation.*

All three rely on the observer(s) looking for evidence of a predetermined behavior or objective. Each of these protocols is important for the purpose of improving teaching and learning at the grade, department or school level by identifying trends. Walk-throughs may be appropriate for educators on Directed Growth or Improvement Plans when the improvement goals require specific teaching and learning behaviors to be evident.

The definitions below are from a variety of web-based sources. A fuller document about these will be forthcoming.

Classroom Walkthrough [Source: Downey, Steffy, English, Frase & Poston. (2004). *The three-minute classroom walk-through: Changing school supervisory practice one teacher at a time.* Thousand Oaks: Corwin.]

Clinical supervision, or the practice of classroom observation and feedback has been one of the most often used tool in evaluating teacher performance, however the extent in which it assists teachers to improve their delivery of instruction is questionable. As a result, the classroom walkthrough, not designed for evaluation, but for the purpose of professional development, has gained increasing popularity.

Learning within a school is fostered when a group can identify a problem, and create a plan to collectively solve it. The walkthrough model, derived from Hewlett-Packard's supervisory practice of Management By Wandering Around, has been portrayed as an effective and efficient system to collect data regarding instructional practices and provide feedback.

The classroom walkthrough model consists of a series of frequent classroom visits where the observer(s) are present to look for predetermined evidence of specific practices. The observations last anywhere from two to forty-five minutes, and are intended to support the faculty in the delivery of instruction and curriculum. The aim of the classroom walkthrough is to provide direct and specific feedback to teachers based on the snapshot observed. The feedback can then be given to an individual, or the observer may provide a report of patterns noted during the walkthroughs. According to the Learning Forward (formerly the National Staff Development Council), walkthroughs, sometimes referred to as "learning walks," provide the opportunity to:

- Reinforce attention to instructional practices
- Gather data about instructional practice and student learning
- Stimulate collegial conversation about teaching and learning
- Learn from other participants
- Deepen understandings and improve practices through continuous feedback

Learning Walks [National College for School Leadership.] (2005) *Getting started with networked learning walks.* Available online at knoxnetwork.wikispaces.com/file/view/Getting+Started+with+Learning+Walks.pdf

Learning Walks are a very structured method of gathering evidence of progress against a clearly defined issue, and planning ways forward. They are traditionally used to gather evidence about the quality of learning and teaching. What sets the Learning Walk apart is its collaborative nature. Learning Walks are carried out by a team of people who together define or refine the issue, design the best way to gather evidence, constantly refine the tools used and collectively use the evidence gathered to identify areas for development. The team members are carefully chosen to reflect the needs of the project and can consist of representatives of all the stakeholders involved. Evidence is usually gathered from short, focused lesson observations, interviews and a shared understanding of policies, procedures and practices underpinning the area of inquiry.

Instructional Rounds [Source: City, Elmore, Fiarmen & Teitel. (2010). *Instructional rounds in education: A network approach to improving teaching and learning.* Cambridge: Harvard University Press.]

The basic premise of Instructional Rounds is that people best learn about the meaning of high quality instruction by observing teachers, students, and the work students are asked to do, followed by meaningful conversation and the process is thoughtfully designed to avoid talk of "good" or "poor" teachers. Considerable time is spent observing the students. The focus is always about "what is going on in a classroom that is causing the students to be highly engaged in challenging work?" and "How is it different from classrooms where learning is not happening?"

Groups of 3-5 people observe 4 classrooms for about 30 minutes each. Generally, the staff of the building being visited has identified a specific issue that they want the observers to focus on. After the observations the observers comb their notes for important observations and write them on sticky-notes. These notes are later shared in their group and patterns are discerned from the observational data. The groups share their findings with the entire visiting team. The team formulates reflective questions for the building staff that recognize what they have accomplished, but also push them to think about how to move to the next level.

- ii. Each educator will receive no fewer than the minimum prescribed amount of unannounced observations, as written in sections 9 & 10 above, throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.
- iii. The Educator will be provided with written feedback from the Principal or Observer within five (5) school days of the observation. The written, feedback shall be delivered to the Educator in person or placed in the Educator's mailbox or through email.
- iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

D. Announced Observations

i.

ii. Observations

- a. All teachers shall receive a copy of the appropriate evaluation rubric(s) and any forms to be used for the overall evaluation. This material shall be supplied to the teacher prior to October 15.
- b. The Principal shall select the date and time of the lesson to be observed and discuss with the Educator any specific goal(s) for the observation.
- c. Within five (5) school days of the scheduled observation, upon request of either the Principal or Educator, the Principal and Educator shall meet for a pre-observation conference. Upon mutual agreement between the Educator and the Evaluator, in lieu of a meeting, the Educator may inform the Principal in writing of the nature of the lesson, the student population served, and any other information that will assist the Principal to assess performance.
- d. The Educator shall provide the Principal a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Principal with a copy prior to the observation.
- e. The Educator will be notified as soon as possible if the Principal will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

iii. Non-PTS Teacher

Teachers without professional status will have an announced observation a minimum of once a year for the purpose of evaluation.

iv.

v. PTS Teacher

- a. An Educator or an Evaluator may request an announced observation at any time for the purpose of evaluation.
- b. The length of the observation will be a minimum of 30 minutes.
- c. Teachers with professional status on an Improvement Plan will have at least one (1) announced observation per year for the purpose of evaluation.

iv. Post-Observation

- a. Within five (5) school days of the observation, the Principal and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Principal or the Educator, but shall be rescheduled within 24 hours if possible.
- b. The Principal shall provide the Educator with written feedback within five (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 Principal's judgment.
 - 2nd Describe actions the Educator should take to improve his/her performance.
 - 3rd Identify support and/or resources the Educator may use in his/her improvement.
 - 4th State that the Educator is responsible for addressing the need for improvement.
- c. The observer must sign the observation form.
- d. The Educator will sign the observation form(s) and may comment on any aspect of said form(s).
- e. The Educator's signature *does not* necessarily indicate agreement with the contents.

v. Unfavorable Observations or Evaluations

- a. In the event of an unfavorable observation the Educator can request an additional observation done by the same observer who made the unfavorable observation. If this option is chosen, it must be done prior to requesting the group observation described below.
- b. In the event of an unfavorable observation the Educator can request an additional observation done by the Superintendent's designee, the evaluation principal, and a teacher chosen by the evaluatee. This observation shall be included in the Educator's evaluation.

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. Principals are expected to make frequent unannounced visits to classrooms and 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 the four standards of practice and overall, or both.
- D.** Within two weeks prior to the due date for the Formative Assessment report, which due date shall be established by the Principal with written notice to the Educator, the Educator shall provide to the Principal 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 any evidence relevant to any of the standards and indicators of professional teaching practice.
- E.** Upon the request of either the Principal or the Educator, the Principal and the Educator will meet either prior to or following the completion of the Formative Assessment Report.
- F.** The Educator may reply in writing to the Formative Assessment report within 12 teacher work days of receiving the report.
- G.** As a result of the Formative Assessment Report, the activities in the Educator Plan may be changed by the Principal.
- H.** If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Principal 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 Principal 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.
- C.** Within two weeks prior to the due date for the Formative Evaluation report, which due date shall be established by the Principal with written notice provided to the Educator, the Educator shall provide to the Principal evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals
- D.** Upon the request of either the Principal or the Educator, the Principal and the Educator will meet either prior to or following the completion of the Formative Evaluation Report.
- E.** The Educator may reply in writing to the Formative Evaluation report within 12 teacher work days of receiving the report.
- F.** As a result of the Formative Evaluation report, the activities in the Educator Plan may be changed by the Principal.
- G.** If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Principal 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 completed by June 1st.
- B.** The Principal determines a rating on each standard and an overall rating based on the Principal'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 Principal shall determine the overall summative rating that the Educator.
- D.** 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.
- 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.** Within two weeks prior to the due date for the Summative Evaluation report, which due date shall be established by the Principal with written notice provided to the Educator, the Educator will provide to the Principal evidence of family outreach and

engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals.

- G.** The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H.** The Principal shall complete the Summative Evaluation report and provide a copy to the Educator in person.
- I.** The Principal shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- J.** The Principal may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Principal requests such a meeting. The meeting shall occur by June 1st.
- K.** Upon mutual agreement, the Educator and the Principal may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L.** The Educator shall sign the final Summative Evaluation report by June 1st. 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.
- 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.
- N.** 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.
- B.** The Educator Plan shall include, but is not limited to:
 - i.** Develop one goal to improve their professional practice tied to the standards of effective teaching as appropriate to their status.
 - ii.** Develop one goal to improve the learning, growth, and achievement of the students under their responsibility as measured by improvements in either statewide assessments or district-wide assessments comparable across grade and subject level when statewide growth measures are not available.
 - iii.** An outline of actions the Educator must take to attain the goals, including 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 Principal 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, implementing new programs, etc.
 - iv.** Action plan with benchmarks for goals established in the Plan.
- C.** The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- D.** 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.** A Developing Educator Plan is for those Educators without professional teacher status or an educator in a new assignment.
- B.** The educator shall be evaluated at least annually.
- C.** No later November 1st, the educator shall develop goals as follows:
 - i.** One goal to improve their professional practice tied to the standards of effective teaching as appropriate to their status.
 - ii.** One goal to improve the learning, growth, and achievement of the students under their responsibility as measured by improvements in either statewide assessments or district-wide assessments comparable across grade and subject level when statewide growth measures are not available.

- D. A Formative Assessment conference to include initial observation review, identification of any areas in need of improvement and a discussion of resources that will be considered to address those areas shall be held prior to January 15th.
- E. A Formative Assessment Report providing 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 shall be completed by February 1st.
- F. A Summative Evaluation meeting to discuss progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall performance shall be held prior to May 15th.
- G. A Summative Evaluation Report describing and assessing performance on all of the Webster Public Schools Standards of Performance shall be completed by June 1st.
- H. Teachers without professional status whose performance and progress in mastering the complexities of teaching do not meet the expectations of the Webster Public Schools:
 - i. will be given explicit feedback after each classroom visit about the standards in question and the difference between their present level of performance and the level expected
 - ii. will have appropriate opportunities for help, information and support by the evaluator as soon as significant patterns of poor performance are noted and discussed; such opportunities may include, but are not limited to, working with a mentor, a curriculum specialist, a grade level coordinator or department head, a colleague or colleagues particularly skilled in the area of concern, a university program or an outside consultant
 - iii. will not be eligible to receive support from a *Focus Assistance Support Team* as described in this document but may receive help and support through an assistance team.

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.
- 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 Principal 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.
- C. No later November 1st, the educator shall develop goals as follows:
 - i. One goal to improve their professional practice tied to the standards of effective teaching as appropriate to their status.

- ii. One goal to improve the learning, growth, and achievement of the students under their responsibility as measured by improvements in either statewide assessments or district-wide assessments comparable across grade and subject level when statewide growth measures are not available.
- D.** For Educators on a two-year plan:
- i. A Formative Evaluation review meeting will take place by June 1st of the first year.
 - ii. A formative Evaluation Report is completed at the end of year 1 by June 15th.
 - iii. A Summative Evaluation meeting to discuss progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall performance shall take place by May 15th of year 2.
 - iv. A summative evaluation report describing and assessing performance on all of the Webster Public Schools Standards of Performance shall be completed at the end of year 2 by June 1st.
- E.** For Educators on a one-year plan:
- i. A Formative Evaluation review meeting will take place by February 1st.
 - ii. A formative Evaluation Report is completed by February 15th.
 - iii. A Summative Evaluation meeting to discuss progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall performance shall take place prior to June 1st.
 - iv. A summative evaluation report describing and assessing performance on all of the Webster Public Schools Standards of Performance shall be completed by June 1st.

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 length of the Plan shall be one full school year cycle.
- C.** No later November 1, the educator shall develop goals as follows:
 - i. one goal to improve their professional practice tied to the standards of effective teaching as appropriate to their status.
 - ii. one goal to improve the learning, growth, and achievement of the students under their responsibility as measured by improvements in either statewide assessments or district-wide assessments comparable across grade and subject level when statewide growth measures are not available.
- D.** The administrator will provide to the teacher formal written notice of performance concerns, with identification of the specific standard(s) and criteria to be addresses and the evidence used to make that determination.

- E. The administrator and the teacher will agree to an action plan that addresses the areas of needs improvement.
- F. A Formative Evaluation review meeting will take place by February 1st.
- G. A Summative Evaluation meeting to discuss progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall performance shall take place prior to May 15th.
- H. A summative evaluation report describing and assessing performance on all of the Webster Public Schools Standards of Performance shall be completed by June 1st.
- I. During the last two months of the academic year in which improvement has been provided, the administrator will provide a written report to the teacher indicating:
 - i. All elements have been met and the teacher should return to the Self Directed Growth plan, or
 - ii. All elements have not been met and the evaluator deems the teacher performance is unsatisfactory. The teacher shall be placed on an improvement plan with a focus assistance support team.

19) Educator Plans: Improvement Plan

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. No later November 1st, the educator shall develop goals as follows:
 - i. one goal to improve their professional practice tied to the standards of effective teaching as appropriate to their status.
 - ii. one goal to improve the learning, growth, and achievement of the students under their responsibility as measured by improvements in either statewide assessments or district-wide assessments comparable across grade and subject level when statewide growth measures are not available.
- C. The administrator will provide formal written notice of performance concerns, with identification of the specific elements in the performance rubric(s), criteria to be addressed and the evidence used to make that determination. This written notice will be provided to the teacher and to the superintendent.
- D. The administrator and the teacher will agree as to the membership of a *Focus Assistance Support Team* whose role will be to provide support and assistance to the teacher and to assess progress toward identified elements of unsatisfactory performance.
- E. The administrator, the teacher and, the *Focus Assistance Support Team* will develop an improvement plan that includes agreed upon targets of performance, resources to

be supplied by the district, timelines for implementation and documented evidence of progress.

- F.** In addition to the implementation of the other improvement plan components, the administrator will conduct at least three classroom observations of full lessons to determine the impact of the improvement plan on classroom performance. Each classroom observation will be captured in a narrative that focuses on area(s) of unsatisfactory performance in relation to the rubric(s), citing claims and evidence to support those claims.
- G.** The timeline for Educators on Improvement Plans shall be established in the Educator Plan. In no case will the Summative Evaluation Report be completed after June 1st.
- H.** During the last two months of the academic year in which improvement has been provided, the administrator will provide a written report to the teacher and superintendent indicating:
 - i.** All elements have been met and the teacher should return to the Directed Growth plan, or
 - ii.** All elements have not been met, progress in the improvement plan has been unsatisfactory and termination proceedings should begin.
- I.** At the onset of termination proceedings, the superintendent will provide written notice to the teacher within two weeks of receiving the evaluation report. This notice will outline all appropriate steps, including any right to appeal.

Activity:	Responsible Party:	Completed By:	Completed By:	Completed By:
		Non PTS	PTS - 2 Year Plan	PTS - 1 Year Plan
Mandatory meeting for new hires to explain evaluation process	Superintendent, Association President or designees	October 1	N/A	N/A
Meeting for late new hires to explain evaluation process (after this date, district administrators are responsible for this activity)	Superintendent, Association President, or designees	November 15	N/A	N/A
Teachers given access to forms and rubrics	Principal	October 15th	October 15th	October 15th
Goal Setting	Educator w/ Principal's approval	No later than November 1	No later than November 1	No later than November 1
Unannounced Observations	Principal	First 2 prior to January 1st	2 per year	2 per year
Formative Assessment Meeting	Principal & Educator	January 15	April 15 of the 1 st year	February 1
Formative Assessment Report	Principal	February 1	May 1 of the first year	February 15
Completion of Required Observations	Principal	May 1	May 1	May 1
Summative Evaluation Meeting	Principal & Educator	May 15	N/A the first year May 15 the second year	May 15
Summative Evaluation Report	Principal	June 1	June 1	June 1
Summative Evaluation Report signed by all parties	Principal & Educator	June 1	June 1	June 1
Statutory deadline for non-renewal of non-PTS educators	Principal and Superintendent	June 15	N/A	N/A

20) Timeline

A. Educators on Plans of Less than One Year

The timeline for educators on Plans of less than one year will be established in the Educator Plan. In no case will the Summative Evaluation Report be completed after June 1.

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.** Other issues relevant to Career Advancement are subject to and may be addressed in collective bargaining.

22) Rating Impact on Student Learning Growth

The Rating Impact on Student Learning Growth based on District-determined measures of student learning, growth and achievement is to be bargained upon receipt of DESE model contract language and guidance.

23) Using Student Feedback in Educator Evaluation

Using Student feedback in Educator Evaluation is to be bargained upon receipt of DESE model contract language and guidance.

24) Using Staff Feedback in Educator Evaluation

Using Staff feedback in Educator Evaluations is to be bargained upon receipt of DESE model contract language and guidance.

25) Transition from Existing Evaluation System

- A.** The WEA and the Webster School Committee agree to place all PTS teachers who are currently in "good standing" (i.e. not on a Focused Assistance Plan) at the Proficient classification. Said teachers shall be started on a two-year, self-directed growth plan.
- B.** All teachers who are currently on a Focused Assistance Plan shall be placed at the Needs Improvement classification. Said teachers will continue to fulfill the terms and conditions of his/her Focused Assistance Plan for the remainder of the current school year and a determination of appropriate future placement into the new evaluation categories will be made at such time.
- C.** The parties agree that for the year 2012-2013, all Non-PTS and half of the PTS staff (to be determined by volunteers and/or lottery) at each building shall begin using this tool. All other PTS staff will begin goal-setting and evidence collection.

26) General Provisions

- A. Except when the safety of students or staff is an immediate concern and the Principal must immediately and directly intervene, Principals 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.
- B. The superintendent shall insure that Principals and Evaluators have training in the requisite skills 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.
- C. Should there be a serious disagreement between the Educator and the Principal regarding an overall summative performance rating of needs improvement or unsatisfactory, the Educator may meet with the Principal's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Principal's supervisor must meet with the Educator. The Principal may attend any such meeting at the discretion of the superintendent.
- D. The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:
 - i. To jointly review the Evaluation Procedure no later than July 1st of each school year.
 - ii. Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.
 - iii. To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented in a timely manner.
 - iv. It is understood that other areas of the Collective Bargaining Agreement may be impacted by these discussions and/or regulatory changes and either party is free to open said areas for the purpose of collective bargaining.
- E. 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. Where personnel actions are involved, the arbitrator will conclude that the district has substantially complied with the evaluation process only if 1) *the educator was fully and fairly notified of each deficit in his or her performance upon which the Principal and/or the District has made a personnel decision and 2) the Educator was given the sufficient resources and time to improve.* If there was substantial compliance regarding the termination or non-renewal of the Educator, then reinstatement will not issue.

INCIDENT REPORT

This form is to be initiated by a teacher if he/she observes or is subjected to an oral or physical threat. The report will be forwarded to the principal who will use this form to inform the reporting teacher of the action taken on the report and any follow-up action that is required.

Teacher Report of Incident:

Principal's Report of Action Taken:

Further Action to be Taken:

Signed

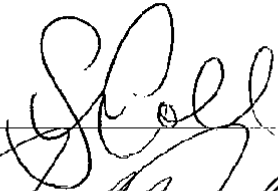
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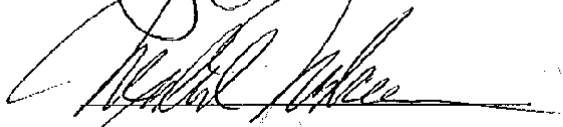
Contract
Between
The Webster Educators' Association
And
The Webster School Committee


This Agreement is made and entered into by and between the Webster Educators' Association and the Webster School Committee for the period of July 1, 2017 through June 30, 2018. This contract amends the collective bargaining agreement which was in effect from July 1, 2014 through June 30, 2017.

Agreed this 26th day of May, 2016.

Webster School Committee







Webster Educators' Assoc.

