

AGREEMENT

between the

PALMER SCHOOL COMMITTEE

and the

PALMER TEACHERS ASSOCIATION

SEPTEMBER 1, 2023 -- AUGUST 31, 2026

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CONTRACT

Pursuant to the provisions of the General Laws of Massachusetts, Ch. 150E, this Agreement is made between the SCHOOL COMMITTEE of the TOWN OF PALMER (hereinafter sometimes referred to as "the Committee" and the PALMER TEACHERS ASSOCIATION (hereinafter sometimes referred to as "the Association").

ARTICLE I PREAMBLE

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

1. Under Massachusetts General Laws, the Committee, elected by the citizens of PALMER, has final responsibility for establishing the educational policies of the public schools of PALMER and its rights and duties are regulated by statute;

2. The Superintendent of Schools of PALMER (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;

3. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,

4. To give effect to these declarations, the following principles and procedures are hereby adopted.

5. The parties recognize the Code of Ethics of the Education Profession as defining acceptable criteria of professional behavior.

ARTICLE II RECOGNITION AND REPRESENTATION

For purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Palmer Teachers Association as the exclusive bargaining agent for all professional educational personnel employed by the Palmer School Committee except the Superintendent, Business Manager, Special Education Director, Director of Technology, Principals, Assistant Principals, Tutors, Substitutes, and any non-professional and non-educational personnel.

ARTICLE III
CONDITIONS OF EMPLOYMENT AND EFFECT OF CONTRACT

1. Subject to the provisions of this Agreement (and except as otherwise provided by Appendix A attached hereto and made a part hereof) the wages, hours, and other terms and conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement shall continue to be so applicable.

2. Before the Committee adopts a change in policy which affects wages, hours, or other terms and conditions of employment which is not covered by this Agreement, the Committee will notify the Association in writing. The Association will have the right to negotiate with the Committee provided it files a request with the Committee within five (5) days after receipt of said notice.

3. The provisions of this Agreement shall become a part of Committee policy for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule, or regulation of the Committee which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing Committee policy, rules, or regulations shall operate retroactively unless expressly so stated.

4. No party to this Agreement shall discriminate in any way against any teacher by reason of his membership or non-membership in, or participation or non-participation in, the activities of the Association or any other employee organization.

5. No teacher will be dismissed, disciplined, reduced in rank or compensation without strict compliance to applicable statutes.

6. The Committee will provide bargaining unit members with the collective bargaining agreement via email, and will post the agreement on the District website.

ARTICLE IV
EARLY RETIREMENT NOTICE

A professional employee with twenty (20) years or more of employment with the Committee who intends to retire and gives such notice on or before December first of the calendar year prior to the year in which retirement will take place, and who retires at the end of the school year, shall be entitled to a one-time separation benefit payable during the year in which retirement will take place; this one-time payment will be the difference between his/her annual salary at the time of retirement and the then salary of the Bachelor Step 1 in the collective bargaining agreement but no more than \$10,000 for the life of the contract.

This one-time separation benefit will be payable as early as possible in the year of retirement, but in no event later than July 31st of the year of retirement. The retirement notice must be in writing to the Superintendent, and shall be deemed irrevocable when given, except under extenuating circumstances.

ARTICLE V
REDUCTION IN FORCE AND RECALL

1. REDUCTION IN FORCE: The School Committee agrees that there will be no layoffs for the duration of this Agreement except for good cause such as consolidation of classes, elimination, or reduction in subjects offered, discontinuance of educational programs, drop in enrollment, fiscal problems, and the like. In the event it becomes necessary to reduce the number of employees included in the bargaining unit, defined in this Agreement, the School Committee will take into consideration length of service, ability, and qualifications; and when all the factors that constitute ability and qualifications are relatively equal, length of continuous service shall prevail in determining which employees will be laid off.

Teachers who are to be affected by a reduction in staff must be notified in writing as soon as possible but no later than June 1 of the school year preceding the school year in which the reduction will take effect.

For a period of eighteen months following layoff, the laid-off employees will have the right to continue the present group health and life insurance coverage at their own expense through the group.

2. RECALL PROVISION: Teachers will be placed on a Recall List for one calendar year following that effective date of termination. If a vacancy occurs, the School Committee shall, before posting the position or opening it to applications, offer it first to certified and qualified employees on the Recall List. Teachers on the Recall List shall supply the Office of the Superintendent of Schools with up-to-date addresses. An offer of employment shall be made to a teacher on the Recall List by sending one letter by certified mail, return receipt requested, to the individual's last reported address. Simultaneous notice may be made to two or more such teachers. A teacher on the Recall List who is offered a job under the Recall Provision shall reply to the Office of the Superintendent of Schools indicating the teacher's desire to accept employment within ten (10) days of receiving notice of the vacancy. If such teacher does not contact the Office of the Superintendent of Schools in the period provided, the Superintendent is no longer obligated to offer such teacher the job, except that a failure to respond should the position not actually become available to the person notified shall not cause the person to be removed from the Recall List.

When there is more than one teacher qualified for a position, the Superintendent will consider length of service in the bargaining unit, ability, and qualifications; and when all the factors that constitute ability and qualifications are relatively equal, length of continuous service shall prevail in determining which

employees will be recalled. Upon re-employment in the system within the recall period, a teacher's accumulated sick leave benefits will be restored and previous years of service will be recognized on the seniority list.

Nothing in this Article is intended to supersede or conflict with other sections of this Agreement.

3. DEFINITIONS:

- A. Certified means that the employee has on file with the appropriate office a certification appropriate to enable that teacher to teach in the area in which the vacancy has occurred.
- B. Effective date of termination shall mean the first date on which the employee receives unemployment compensation but shall not be later than the first day of the school year following the last year in which the employee taught.

ARTICLE VI
EMPLOYMENT TERMS AND CONDITIONS
TEACHING HOURS AND TEACHER LOAD

Except in emergencies and without prejudice to voluntary professional service above and beyond contract requirements as aforesaid, the following employment provisions are hereby adopted:

1. School Day:

- A. Classroom teachers and other teachers on the classroom teacher salary schedule shall be required to abide by the work schedule adopted by the Committee but, in no case, shall the teacher be required to report earlier than ten (10) minutes before the opening of school, and in no case, would the teaching day be longer than that prescribed by law.
- B. All bargaining unit members shall remain for fifteen (15) minutes after school, following the regular close of school, Monday through Thursday, except in an emergency situation, or on the afternoon preceding a school holiday, or on those days designated by the proper school administrator as extra help session day when they will be required to remain for forty-five (45) minutes.
- C. All teachers shall have an uninterrupted, duty-free lunch period daily of at least the same length as the pupils.

2. School Year:

- A. The school year of teachers covered by the classroom teacher salary schedule (other than new personnel who may be required to attend additional orientation sessions) shall be comprised of 180 teaching days or as required by law, and one (1) additional full day professional development/orientation day. In addition, teachers may be required to attend up to three (3) additional full day professional development days at the sole discretion of the School Committee, said days to be paid at the rate of \$200 per day. Dates for additional professional development days will be set when the official school calendar is established. Professional development days will not occur during extended holiday periods, extended vacation periods, or weekends except by agreement of both parties. However, the School Committee has the right to schedule professional development days immediately prior to the start of the school year (i.e. the date of the professional development/orientation day), and/or immediately after the conclusion of the school year without mutual agreement of the parties.
- B. Recognizing the responsibility of the Committee and the Superintendent for the determination of the school calendar, and further recognizing the interest and concern of the staff in the matter, the Committee and the Association agree that the determination of the school calendar will be cooperatively arrived at through the joint consultation between the Association and the Administration, subject to the final approval of the School Committee.

3. Teacher Duties:

- A. Teachers may not be required to remain after school for longer than one (1) hour to attend staff meetings called at the discretion of the appropriate school administrator. These meetings will be limited to two (2) per month, and there will be at least two (2) days' notice of such meetings except in cases of emergency.
- B. Teachers will be required to return to school for two (2) Open House meetings and one (1) Parent Teacher conference of three (3) hours duration per year. Attendance at meetings, such as PTO affairs, shall be at the option of the individual teacher, but the Committee and the Association encourage active participation in such meetings as part of the teacher's professional responsibility. Teachers are required to attend four (4) additional after-school professional development meetings of up to one (1) hour duration each per year. Two (2) of said meetings to be scheduled during the Spring Semester, and two (2) of said meetings to be scheduled during the Fall Semester.

C. a. All middle and secondary school teachers shall, in addition to lunch period, have at least one (1) preparation period each day during which they shall not be assigned to any other duties, but are required to be engaged in professional responsibilities. One half (1/2) of one (1) of the above preparation periods per week may be used at the discretion of Administration for meetings, professional development, curriculum issues, group planning, and/or Special Education meetings and the like.

b. Elementary teachers grades preK-5 shall, in addition to a lunch period, have at least one (1) preparation period each day during which they are required to be engaged in professional responsibilities. Elementary teachers, including Pre-K and Kindergarten, will be guaranteed twelve (12) minutes of non-duty recess each day. During this preparation time, said teachers may be called upon in an emergency at the discretion of the principal. Up to one (1) of the above preparation periods per month may be used at the discretion of Administration for meetings, professional development, curriculum issues, group planning, and/or Special Education meetings and the like.

D. In addition to homeroom duty, secondary school teachers shall not be assigned more than three (3) teaching periods per day.

E. Secondary school teachers shall under normal circumstances not be required to teach more than two (2) subjects nor to make more than two (2) teaching preparations within said subjects at any one time.

Form a Joint Labor Management Committee to begin before September 30, 2023 to investigate a change in the PHS schedule. Ideally, said Committee should be comprised of three (3) members of administration and three (3) members of the PTA, and will specifically discuss Article VI.3.E.

F. A teacher who teaches an extra class for a semester will receive the rate as set forth in Appendix C.

G. While the Committee and the Association recognize the value of such activities to the teacher as well as to the student, teacher participation in extracurricular activities for which no additional compensation is paid shall be by the consent of the teacher. Extra-curricular activities shall be staffed on an equitable basis and with the consent of the teachers involved.

H. The Palmer High School Guidance Department will be responsible for providing ten (10) days of guidance services beyond the normal school year (including professional development days) for teachers as defined in Section 2 of this Article. These ten (10) days may be worked either prior to the start of the school year or after the end of the school year or both, as

determined by the Principal in consultation with the Guidance Department. The Guidance Department Head will work four (4) days, and each additional guidance department member will work three (3) days. Compensation will be at 1/181 of the person's salary per day or by compensation time if requested by the teacher, and by agreement with the Superintendent. The School Adjustment Counselor will work three (3) days to cover instances of work beyond the normal school year. Compensation will be as described above. Administration may request that ETL's provide up to ten (10) days of service beyond the normal school year (including professional development days) for teachers as defined in Section 2 of this Article. If the ETL agrees to work the additional day(s), the ETL will be compensated at 1/181 of the ETL's salary by day.

- I. High school teachers will be assigned non-teaching duties that are limited to: 1) being a daily presence in the hallway between classes during passing time, and 2) on a rotating basis, not to exceed one (1) week quarterly, high school teachers will be assigned oversight in common areas the ten (10) minutes before the bell for first period.
- J. Teachers are required to be in school during school hours. Permission to leave the building during the school day must be obtained from the principal or his/her designee.

4. Department Heads/Directors of Services:

- A. Department Heads stipends will be increased to \$6,000. Department Heads, at the direction of the Building Principal, shall be responsible for assisting administration in the evaluation of teacher performance and shall make classroom visitations of department personnel when necessary.
- B. Department Heads and Directors of Services shall meet twice per month.

5. Substitutes: The Superintendent or his designee will provide substitutes, when available, for all teachers when they are absent from regularly scheduled classes.

No regularly employed classroom teacher shall be required to act as a substitute for another teacher who is absent or to supervise his/her class during his/her absence. Every reasonable attempt will be made to avoid the use of special teachers as substitutes. However, if a teacher chooses to volunteer as a substitute teacher during their preparation period, the teacher will be compensated at the teacher's hourly rate.

6. Building Aide Relief for Teachers: Building aides shall be employed in each school for approximately three (3) hours per school day to relieve staff teachers of non-teaching duties.

7. Travel Reimbursement: The Committee will pay for the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers to attend workshops, seminars, conferences, and other professional improvement sessions at the request of Administration and/or the teacher and with the advance approval of the Superintendent. Proof of payment and receipts are required.
8. Non-Teaching Duties:
The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Both parties agree that teachers will not be required to perform the following duties:
 - A. Collecting money from students for non-educational purposes.
Although teachers may be required to collect and transmit pupil health insurance premiums and money to be used for educational purposes, they will not be required to tabulate or account for such money.
 - B. Teachers are not allowed to drive pupils at any time.

ARTICLE VII
TEACHING ASSIGNMENTS AND TRANSFERS

1. Teachers shall be notified in writing of their programs and schedules for the ensuing year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, as soon as practicable and under normal circumstances not later than June 1.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Office of the Superintendent of Schools no later than March 31st of each school year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he/she desires to be transferred. No later than May 31, the Superintendent of Schools shall inform each teacher who has filed such statement of the decision.
3. Assignments may be changed as required to meet the situation in the event of a change in circumstances or conditions during the months of June through August. As soon as practicable the Superintendent of Schools shall notify the teacher of this change and arrange for consultation.

4. In the determination of assignment and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the assignment or transfer. In the event that a teacher objects to the assignment or transfer at this meeting, the Association will, upon request of such teacher, send a representative to meet with the Superintendent or his/her designee to discuss the assignment or transfer.

5. Positions in Summer School, Evening School, and Under Federal Projects:

A. All openings for Summer School, Evening School, and other programs requiring the employment of teachers covered by this agreement, and for positions under federal programs will be adequately publicized by the Superintendent in each school building as soon as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible but in no event later than thirty (30) calendar days after the closing date for application for such position. Under normal circumstances, summer school and evening school openings will be publicized by April 15 and September 10, respectively. Positions in this Article will be filled, to the extent possible, first by regularly appointed teachers in the Palmer School System where those teachers possess qualifications equal to those candidates outside the school system. These qualifications will include a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the school system, and, in regard to summer or evening school positions, previous Palmer summer or evening school teaching experience.

B. Summer and evening school teachers will be paid at the hourly rate stated in Appendix C.

6. Vacancies and New Positions:

A. Whenever any vacancy in a professional position occurs, it will be adequately publicized by the Superintendent. The notice of vacancy will be accompanied by the qualifications for the position, its duties, and the rate of compensation. During the school year, a notice will be placed on the bulletin board in each school seven (7) working days in advance if possible. Teachers who wish to have notice of vacancies mailed to them during summer recess should sign a list in the Superintendent's office giving their address. The Superintendent will mail notice of vacancies to all persons on the list. Bargaining unit members who apply for vacancies will be given an interview.

- B. Positions will be filled as soon as possible, but in no event will they be filled if an adequate applicant is not obtained. All applicants from within the system will be notified in writing by the Superintendent as to the status of their applications within thirty (30) calendar days after the closing date for such application for such position.
 - C. Positions will be filled first by teachers in the Palmer School System who possess qualifications equal to those candidates outside this school system.
7. Teachers involved in experimental or exploratory programs shall be consulted during the formation of the program.
 8. The adoption and use of texts will be arrived at cooperatively through joint consultation by department heads and members of the departments concerned, and/or the K-7 curriculum supervisor and appropriate teachers, subject to the recommendation of the principal and Superintendent and final approval of the School Committee.

ARTICLE VIII
TEACHER FACILITIES

To the extent feasible in existing buildings, and provided that no substantial capital investment is necessary, and in designing new buildings and rehabilitating existing buildings, the Committee will provide in each school building.

1. Space in each classroom in which teachers may safely store instructional materials and supplies for their current assignment.
2. A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room equipped with a telephone to be used as a faculty lounge (said room to be in addition to the aforementioned teachers' workroom).
4. All members of the bargaining unit without a designated classroom will have designated storage space and access to a telephone, computer, and desk space.
5. Well-lighted and clean teachers' restrooms.
6. A system whereby teachers can effectively and expeditiously communicate with the main office building in the event of an emergency.
7. An adequate section of the parking lot at each school shall be reserved for teacher parking.

ARTICLE IX
CLASS SIZE

It is recommended that the size and composition of regular teaching classes be in accordance with State Board of Education recommendations. In grades K-7 no class shall have more than twenty-six (26) students. In grades 8-12 there will be a maximum of 75 students per teacher per semester except as noted below. An average class per teacher of twenty-five (25) will exist with no individual class greater than twenty-seven (27). Physical education classes may have no more than thirty-five (35) pupils. There is no limitation on the number of pupils in chorus or band.

On the sixteenth day of school, classes will be in compliance with the above language.

This Article may be reopened due to budgetary issues.

ARTICLE X
TEACHER ASSAULT AND COMPENSATION THEREFOR

1. Teachers shall immediately report to their principal in writing all cases of assault suffered by them in connection with their employment. Such report shall be forwarded through the Superintendent to the Committee which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

2. No teacher shall be held responsible for loss, damage, or destruction of school property or children's property, when such loss, damage, or destruction is not the fault of the teacher.

3. The School Committee shall reimburse a teacher for:

- A. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his/her employment.
- B. The cost of medical, surgical, or hospital services incurred as the result of any assault sustained in the course of his/her employment.
- C. The compensation shall be minus the amount received from any insurance reimbursement.

The foregoing shall apply only to situations in which the teacher is declared blameless by the Committee after consultation with the Association President.

ARTICLE XI
ACCIDENT BENEFITS

All members of the bargaining unit are covered under the applicable provisions of the Massachusetts Workers' Compensation Law, currently Chapter 152 of the Massachusetts General Laws.

In addition to the wage benefits provided for in the above statute, the School Committee shall provide a benefit called a special sick leave allowance payment while the teacher is incapacitated from teaching and receiving benefits under Chapter 152 of M.G.L., which, when added to the amount of wage benefits, will result in the payment to the teacher of his/her full salary or wages. Said sick leave allowance payment shall not be charged against the teacher's regular sick leave. This benefit will be paid subject to the provisions and limitations of Chapter 152, Section 69. Payments under this section shall not exceed one year from date of injury.

All members of the bargaining unit shall be granted leave for absence caused by injuries, assault, or battery sustained by teachers in connection with their employment by the Committee without loss of pay.

ARTICLE XII
LEAVES

I. SICK LEAVE

A. All regularly employed teachers in the Palmer School System will be granted sick leave with full pay for fifteen (15) working days per school year. These days must be used before drawing on a teacher's accumulation.

B. Teachers shall be allowed to use sick leave for days absent due to an illness in their immediate families.

C. Unused sick leave is cumulative to a total of 200 days with full pay regardless of additional days added in Section 1A and not used. Upon the death, retirement, or voluntary separation of any employee with at least twenty (20) years of service in the Palmer Public Schools, the Committee will pay to that employee, or to his/her estate, an amount equal to \$50 per day for each day above 100 (101-200) up to a maximum of \$5,000.

D. In the event of absence of a teacher for illness in excess of four (4) consecutive working days, Administration may require an examination by an independent physician, such examination to be at the District's expense.

2. SICK LEAVE BANK

A sick leave bank is hereby established to be maintained under the following conditions:

- A. Each teacher will donate one day of the teacher's sick leave into the sick leave bank at the time of hire. In addition, any teacher hired between July 1, 2018 and the end of the 2022-2023 school year will donate one day of the teacher's sick leave into the sick leave bank.
- B. Thereafter each year one day will be added to the Bank until a maximum of 500 days is reached. When the number of days in the Sick Leave Bank drops below 300, each member will automatically contribute one day each year until the number of days in the Bank reaches or exceeds 500.
- C. A sick leave bank committee will be established composed of:
 - a. Three teachers appointed by the president of the teachers association;
 - b. The superintendent of schools or his/her designee from the administrative staff;
 - c. Two members of the school committee appointed by the chairman of the school committee.
- D. The sick leave bank committee shall establish rules and regulations of procedures to govern operation of the bank.
- E. No payment from sick leave bank days shall be made unless a teacher has exhausted all but three (3) sick days accumulated by the teacher.
- F. Decisions of the sick leave bank committee shall not be subject to the grievance procedure. A request to the sick leave bank committee may only be granted by a majority vote of the sick leave bank committee.
- G. No payment from sick leave bank shall be made except on a regular war-rant approved by the school committee.

3. TEMPORARY LEAVES

- A. All regularly employed teachers shall be granted emergency leave, up to five (5) days, at full pay, not chargeable to sick leave, to cover instances as follows:

- a. Death in the immediate family (grandparents, grandchildren, parents, step-parents, husband, wife, child, brother, sister, or "in-laws"--father, mother, brother, sister, son, daughter, step-child)--five (5) days.
- b. Two (2) days allowed at time of maternity confinement of wife.
- c. Three (3) days' leave of absence for personal, legal, business, household, or family matters which cannot be taken care of other than during school hours, and provided that, except in emergency situations, advance notice is made to the Superintendent. No personal day may be taken to extend a vacation or holiday. Personal days may be taken between December 10 – January 5 and May 15 – June 30 only when advance notice and a reason are given to the Principal or his/her designee in person. The Superintendent or his/her designee may grant the use of a personal day to extend a vacation/holiday period due to unusual or exceptional circumstances at his/her sole discretion. Such action will not be precedent setting.
- d. One (1) additional day of personal leave for bereavement outside the employee's immediate family.

- B. Teachers may be granted permission to be absent to visit other schools when, in the judgment of the Superintendent, it is advisable. A written report of such visits may be requested by the Superintendent.

4. DEDUCTION FOR TEMPORARY UNPAID LEAVE

For every day of absence from duty in excess of the leaves provided as afore-mentioned, there shall be deducted one one-hundred eighty first (1/181) of the annual salary as specified in the teaching contract.

5. CAREER EXPLORATION

The Committee may grant unpaid leave for up to one (1) year to explore career alternatives.

6. SABBATICAL LEAVE

Desiring to reward professional performance and encourage independent research and achievement, the Committee agrees sabbatical leaves and courses for teachers may be granted upon recommendation by the Superintendent for approved scholarly programs whether or not carried on in an academic institution, subject to the following conditions:

- A. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later

than December 31 of the year preceding the school year in which the sabbatical leave is requested.

- B. The teacher has completed at least seven consecutive full school years of service in the Palmer School System.
- C. Teachers on sabbatical leave will be paid at their annual salary rate, provided that such pay when added to any program grant shall not exceed the teacher's full annual salary rate.
- D. The teacher shall agree to return to employment in the Palmer School System for one full year in the event of a one-half year's leave or two full years in the event of a full year's leave. Upon such return the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.
- E. Not more than one teacher per year will be granted sabbatical leave. If more than one teacher applies, all above things being equal, the date of application will determine the selection.
- F. Applicants shall be notified by the February first after application.

7. PARENTAL LEAVE

The parties signatory to this agreement recognize that there is existing law guaranteeing teachers eligible for Parental Leave certain benefits and rights. This agreement does not incorporate either federal law on Parental Leave or M.G.L. c. 149, s. 105D, but rather provides for certain benefits and procedures beyond the scope of that law.

- A. The Superintendent will be notified of a teacher's pregnancy no later than four (4) months before the anticipated due date and a leave should be processed through the office of the Superintendent of Schools at least two weeks before anticipated date of departure. Tentative date of intention to return should also be indicated.
- B. A teacher may request an unpaid leave for up to fourteen (14) months after the birth of his/her child. However, such teachers who extend their leave beyond the period provided by law shall not be eligible to return to work except at that September following the end of the leave period or until September 1 of the following school year. However, in such event, the teacher shall give the Superintendent written notice of his/her intent to so extend the leave by April 1. If the birth is due between April 1 and the end of the school year, the teacher should make a request prior to April 1 for any extension of leave. Under extenuating or unusual circumstances, the return date of leave could be waived by a committee comprised of the President of

the Palmer Teachers Association, the Building Principal, and the Superintendent.

- C. No later than two (2) months prior to the expiration of such leave, the teacher on leave shall submit to the office of the Superintendent a letter electing one of the following alternatives:
- a. To return to school;
 - b. To request leave under a different leave provision of the Contract;
 - c. Submit a letter of resignation.

Failure to elect one of the above may constitute termination.

- D. Teachers who choose to adopt will be granted up to one (1) year on unpaid leave following the adoption of a child.

8. STATUTORY LEAVES

The Palmer Public Schools agree to abide by the provisions of the Family and Medical Leave Act (FMLA), the Small Necessities Leave Act (SNLA), and the Domestic Violence Leave Act (DVLA). The Palmer Public Schools' policy regarding said laws is posted in each school building.

9. MILITARY LEAVE

Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence consistent with State and Federal Law.

10. LEGAL DUTIES

A teacher actually serving on Jury Duty on a work day or who actually reports to the Court for Jury service as required by said Court for any portion of a work day, shall receive his/her regular rate of pay for each day served, reduced by the amount of Jury pay received from the Court. (Jury pay received for service on non-working days shall not be deducted from a teacher's pay.) Jury pay, however, shall not include any meal or travel expenses paid by the Court. The normal pay of a teacher shall not be interrupted by Jury Duty; however, if the teacher has not reimbursed the Committee for Jury pay received, the Committee shall deduct said amount from the final pay of that school year. The Association shall hold the Committee harmless for said deduction but reserves the right to process grievances as to the amount of said deduction.

A teacher serving on Jury Duty will, upon request, furnish the Committee in-forma-tion with respect to days actually served on Jury Duty, days or any portion of a

day the teacher reported to the Court for service as required by the Court, and the amount of Jury pay (not including meals or travel expenses paid by the Court) received from the Court.

A teacher on call for Jury Duty shall notify the principal or his/her designee as soon as possible if he/she is scheduled to serve on Jury Duty the next day.

The above language also applies to a court summons except if said summons is of a personal nature. This provision may be used for no more than three (3) separate incidents per school year.

11. ASSOCIATION BUSINESS

If negotiation meetings between the Committee and the Association are scheduled during normal working hours of a school day, not more than seven representatives of the Association shall be relieved from all regular duties without loss of pay as necessary. Pursuant to the Grievance Procedure, for an Association School Representative, member of the Committee on PR and R, or other representative designated by the Association, to investigate a grievance or attend a grievance meeting or hearing during a school day, he shall, upon notice to his supervisor and/or principal by the Chairman of the PR and R, be released without loss of pay as necessary in order to permit participation in the foregoing activities, but this privilege shall be limited to one Association representative per grievance per day. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary, shall be accorded the same right. The Association agrees that these rights shall not be abused.

The President of the Association will be allowed to install, for Association use, a telephone line and facsimile line at the expense of the Association at a location agreed upon by the Principal and the Association President, but not in a classroom unless otherwise agreed upon by the Committee and the Association. It is understood that the Palmer Teachers Association is responsible for any and all costs associated with the installation and regular costs of the equipment and telephone and fax charges.

ARTICLE XIII EVALUATION

1. Teachers shall be given a copy of any evaluation report prepared by their supervisors and/or principals and shall have the right to discuss such report with their supervisors and/or principals. A teacher may appeal an adverse evaluation report through the grievance procedure, but only on the grounds of bad faith or discrimination. A standing committee consisting of six (6) members, three (3) appointed by the Association and three (3) appointed by the Committee, will be established to review the evaluation process and forms on an annual basis. A written report from this committee will be presented to the Association and Committee for their approval no later than June 15 of each year.

2. No complaints in reference to the teacher's conduct, service, character, or personality, made to any member of the administration or the School Committee by any parent, student, or any other person will be placed in his/her personnel file unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed. The signature of the teacher indicates only that the teacher has seen the material but does not indicate agreement with the contents thereof. If the teacher refuses to sign the material, the Superintendent of Schools will place the material in the teacher's file within ten (10) days of the initial request for the teacher's signature and will so inform the teacher in writing with a copy to the Association President. The teacher will also have the right to submit a written answer to such material and have such answer attached to the file copy. Material not called to the attention of the teacher at the time of its origin will not be the basis for further action.

3. Any serious 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. Before any action is taken, said complaint must be submitted in writing by the complainant.

4. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency of professional performance. No reprimand will be given to a teacher while in the presence of any other person, excepting members of the school administration. If a teacher is to be disciplined or reprimanded by a member of the administration, he/she will be entitled to have a representative of the Association present.

5. No teacher with professional teacher status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good cause.

6. Suspensions and terminations are processed under M.G.L., Chapter 71, Sections 42 and 42D.

ARTICLE XIV CONSULTATION PROCEDURE

1. The consultation procedure shall be as follows:
 - A. When the Teachers Association wishes to discuss a matter or make a proposal, it shall be submitted in writing with the request for a meeting to the Superintendent or his designee, who shall acknowledge receipt within three days thereafter and meet with the Association to discuss the matter within fifteen days thereafter. If, as the result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the Superintendent or his/her designee, agreement is reached on the matter, it shall be presented to the Committee as a joint recommendation of the

Superintendent and the Association. If such discussions do not result in agreement, or if the Association is dissatisfied with the course of discussions with the Superintendent, the Association may so notify the Committee in writing and shall have the right to present the subject directly to the Committee in a working session not more than one month thereafter.

- B. Whenever the Superintendent or the School Committee desires to discuss a proposal or matter of importance with the Teachers Association, a request for a conference shall be made in writing to the Association which shall acknowledge receipt within three days thereafter and meet with the Superintendent and/or the Committee for discussion within fifteen days. Thereafter the procedure shall be as set forth in paragraph 1 above.
- C. Any proposal adopted by the Committee and initiated or approved by the Association shall be reduced to writing, signed by the Committee and the Association, and shall, when mutually agreed, become an addendum to this Agreement. In any discussions as aforesaid, the Committee or the Association may utilize the services of outside consultants and may call upon professional and lay representatives to participate.

2. In addition to consultation on proposals to become part of the Agreement, certain provisions of this Agreement call for consultation in accordance with the foregoing procedure in the administration or modification thereof. It is agreed that by mutual consent such procedure may be altered and adapted to the needs of the situation in order, as informally and effectively as possible, to achieve the continuing communication which will best assist the Committee in reaching its decisions.

3. Further, the Committee recognizes the Association's contributions to date and desires to encourage the active participation of teachers in the development and implementation of the best possible educational programs for the school children of Palmer, including State and Federal aid programs. To this end, the Executive Committee of the Association may appoint an Educational Improvement Committee of not fewer than seven teachers to be chaired by a teacher which will be responsible for developing recommendations to the Committee in the field of educational programs. The Committee agrees that the Superintendent or his/her designees will meet and consult with said no Committee after school hours, so that there may be a full and free exchange of information and opinion. The frequency of said meetings is to be determined by mutual agreement of the parties concerned.

ARTICLE XV DEDUCTIONS AND PAY PERIODS

1. The Committee hereby agrees to continue the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Palmer all payroll deductions for the payment of

dues to the Association duly authorized by employees covered by this contract. Such dues shall be deducted in equal installments.

2. The Committee hereby agrees to certify to the Treasurer of the Town of Palmer all payroll deductions for the payment of employee insurance premiums. Such premiums shall be deducted in equal installments twice monthly except for those on a 21-payment plan for whom extra deductions are made in June.

3. The Committee agrees, in accordance with policy adopted March 20, 1967, to certify to the Treasurer of the Town of Palmer all payroll deductions for the payment of premiums for tax-sheltered annuities to companies duly authorized by the employees covered by this contract. Such premiums shall be deducted in either twenty-six or twenty-one installments.

4. The Committee agrees to certify to the Treasurer of the Town of Palmer all payroll deductions for the payment of deposits or loans to the Massachusetts Teachers Association Credit Union duly authorized by the employees covered by this contract. Such deposits or loan obligations shall be deducted in accordance with an agreement between the School Committee and the employees.

5. Pursuant to section 409A of the Internal Revenue Code, a teacher must file a salary payment election form with the Business Office prior to the start of the school year. The election form is irrevocable for any particular school year, and the election form will be effective for all school years following the filing of the form until the next new school year after a new form is filed. The salary payment options are as follows:

- A. Twenty-six (26) paychecks over a period of twelve (12) months (September through August)
- B. Twenty-one (21) paychecks over a period of ten (10) months (September through June)

6. Teachers may request direct deposit of their total paycheck to a bank of their individual choice.

7. The Committee agrees to implement Section 125 of the Internal Revenue Code, 26 U.S.C., as amended from time to time. This implementation is limited to the section commonly referred to as the "premium conversion plan." It is the intent of this paragraph to allow employees to make health insurance premium payments from pre-taxed dollars.

8. In accordance with M.G.L Ch. 66 § 10B, the Employer shall provide a list of all bargaining unit members to the Association by November 15th and May 15th of each year. The list may include each unit member's name, unit assignment, work site location, home address, work telephone number, home and personal cellular telephone number, work email address and personal email address.

In accordance with M.G.L Ch. 150E § SA, the employer shall notify the Association by email of hiring decisions not later than ten (10) calendar days after the date a prospective employee accepts an offer of employment, and may provide to the Association, the new employee's contact information which includes the employee's name, unit assignment, worksite location, home address, work telephone number, home and personal cellular telephone numbers, date of hire, work email address and personal email address. The employer shall provide to the Association the monthly personnel report of exiting employees (Units A and B only) after review by the Palmer School Committee.

9. It is understood that if a member of the unit authorizes payroll deductions for such fee, it will be deducted in accordance with the first paragraph of this article.

10. The Committee and Association agree to allow contributions to 403b plans. Unit member contributions will be made in equal deductions from the unit member's paycheck.

ARTICLE XVI
GRIEVANCE PROCEDURE AND PROCEDURE FOR
ADJUSTMENT OF UNRESOLVED GRIEVANCES

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

1. DEFINITION

A "grievance" shall be a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract. The term "teacher" as used herein shall mean, also, a group of teachers having the same grievance.

2. GRIEVANCE PROCEDURE

- A. The aggrieved teacher shall discuss the grievance with a member of the Professional Rights and Responsibilities Committee of the Association.
- Level 1 B. If not disposed of to the teacher's satisfaction by such discussion within fifteen (15) school days, the grievance shall be presented orally by the teacher and a member of the said committee to the appropriate supervisor of the teacher.

Level 2 C. If, at the end of ten days next following such presentation, the grievance has not been disposed of to the teacher's satisfaction in Step B, above, the teacher will file within five (5) days with the President of the Association and the Chairman of the Professional Rights and Responsibilities Committee a written statement of the grievance. Within five (5) days thereafter, such statement shall be reviewed by the Professional Rights and Responsibilities Committee, and, if determined that further action is justified, will be promptly presented to the Superintendent.

Level 3 D. If, at the end of ten (10) days next following such presentation to the Superintendent or his/her designee, the grievance has not been disposed of to the Association's satisfaction, the grievance will be presented to the School Committee by the Association at the next meeting of the School Committee unless such meeting occurs earlier than fifteen (15) days after the ten (10) days noted above, in which case it will be presented at the first School Committee meeting following the next meeting as the first item to be addressed.

E. If a teacher does not file a grievance with the Association and the grievance is not forwarded to Level I within thirty (30) days after the teacher knew or should have known of the alleged act or conditions on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to the grievance procedure at Level 4. If an arbitrator determines that a grievance is not waived (i.e., is timely), then the grievance shall be resolved at the appropriate level.

3. ARBITRATION

Level 4 A. In the event that the dispute shall not have been satisfactorily settled at the end of ten (10) calendar days next following presentation of the grievance in writing to the School Committee, the matter shall then be referred to the American Arbitration Association. The decision of the American Arbitration Association shall be final. The expenses and salary incident to the services of the arbiter shall be paid jointly by the Committee and the Association.

B. If the tenth day after the presentation of the grievance shall occur between June 30 and August 30, the ten (10) days referred to in section "A" shall be extended to twenty-one (21) days.

4. TIME LIMITS

All time limits will be considered as maximum, excluding weekends and holidays unless extended by mutual agreement in writing.

ARTICLE XVII
SALARY GUIDELINES

I. PURPOSE OF SALARY SCHEDULE

- A. To attract competent teachers to serve in the Palmer Schools.
- B. To retain competent teachers in the Palmer Schools.
- C. To promote continued professional growth of teachers in the Palmer School.
- D. To enable teachers in the Palmer Schools to maintain adequate living and cultural standards and to accumulate reasonable savings.

2. RULES AND REGULATIONS

- A. The basic salary classification of teachers is determined by professional and academic qualifications, irrespective of grade level of pupils taught--single salary schedule.
- B. The formulation of teachers' salary schedules and salary policies is the function of the School Committee, subject to any agreement reached through the collective bargaining law.
- C. The relationship of professional and academic qualifications to the location of teachers on the salary schedule is clearly stated in the rules and regulations governing the operation of this schedule.
- D. The salary schedule(s) shall become effective annually on the first day of work.
- E. Athletic salaries for the term of this Agreement shall be those on attached Appendix B.
- F. Job descriptions, working conditions, other conditions of employment, and administrative stipends for teaching administrators are as contained in Appendix C.
- G. Step-rate increases shall become effective on the first day of work.
- H. The teachers hereby agree to request through the Superintendent of Schools approval of any courses to be taken by them.
- I. Courses taken at an accredited college or university, continuing education units and/or a professional development activity that is a minimum of ten (10) hours in length and requires a demonstrable product, and for which the teacher has received prior approval by the Superintendent of Schools may be used for horizontal movement if the teacher receives a passing

grade. Payment on the salary schedule for credits which move a teacher to a new level will be paid effective the first check in September for credits completed during the spring and summer and the first check in February for credits completed during the fall after satisfactory documentation of the credits is received in the Office of the Superintendent of Schools. Credits will be calculated in the following manner: 225 PDPs and/or 15 college credits are necessary for horizontal movement (one college credit = 15 PDPs; 15 PDPs = one college credit and/or 1.5 continuing education units). Documentation for payment in September must be submitted by August 15. Documentation for payment in February must be submitted by January 15.

- J. Newly appointed teachers shall have a Bachelor's Degree and shall have substantial preparation in the field in which they are to teach and in the professional study of education.
- K. New teachers may receive credit for outside teaching experience, however, in no case will a teacher be employed at a salary greater than a teacher presently in the system with comparable training and experience.
- L. All other paid special positions covered by this Agreement shall be as listed on Appendices B, C and G.
- M. All part-time members of this unit will receive all benefits of this contract on a prorated basis relative to amount of time worked.
- N. Teachers of the Palmer Public Schools who are hired by the Principal to tutor for the Palmer School System will be paid at the Appendix C rate.
- O. Teachers will receive the town rate per mile for transportation on a diesel or gas-powered vehicle when the vehicle is used in the course of administration approved duties.
- P. The salary schedules in Appendices B and C list the compensation to be paid should the School Committee elect to offer such programs and/or should there be a need for the listed position to be filled.
- Q. Extra-curricular advisor positions shall not exceed twelve (12) hours per quarter or nine (9) weeks at the hourly rate listed on Appendix C.
- R. By prior agreement of both parties, if teachers are required to complete curriculum work outside the hours of the regular day, said teachers will be paid at the Appendix C rate. There is no option for horizontal movement under this provision. This provision does not apply to travel and/or conferences.

- S. In the event that the district employs staff to work on computer related installations or repairs during the summer, each staff member will be compensated at the Appendix C rate.
- T. Music Program Directors will receive a payment of \$75.00 for each additional musical program which is not listed on the job descriptions developed in January 2000. The payment does not depend upon the amount of time devoted to the additional activity. A multiple day activity will be compensated per diem at a rate of \$75.00. Members of the Music Department may choose to accept or not to accept any additional musical performances not listed on the job descriptions developed in January 2000. In addition, authorization from the Superintendent must be received before additional compensation will be granted.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT – SCHOOL COMMITTEE/ASSOCIATION
SPONSORED COURSES

A member shall receive a district-wide allocation of up to \$500 reimbursement from Professional Development Funds for college course or approved professional development activity that is a minimum of ten (10) hours in length and requires a demonstrable product. Proof of completion and proof of payment are required prior to reimbursement. This allocation shall be standard for each building.

ARTICLE XIX
SEPARABILITY AND SAVINGS PROVISIONS

If any provision of this Agreement is held to be contrary to law, or appears now to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provisions affected.

ARTICLE XX
LONGEVITY

Teachers will be eligible for non-cumulative longevity payments separate from and not included in the base salary for the purpose of determining any percent raises. The longevity payments will be scheduled as follows:

Upon completion of 13 years of service but less than 19 years of service	\$ 775
Upon completion of 19 years of service but less than 24 years of service	\$ 975

Upon completion of 24 years of service but less than 30 years of service	\$1,075
Upon completion of 30 years of service or more	\$1,150

These payments will be made in full on the first payday in December.

ARTICLE XXI
HEALTH INSURANCE

Effective July 1, 2019, employees shall contribute twenty-five percent (25%) of the total premium cost of the H.M.O. Plan with the remaining percentage to be contributed by the Town. Effective July 1, 2018, the Town shall contribute the same dollar amount that is provided toward the HMO plan toward the PPO plan, but in no event shall that contribution be less than fifty percent (50%) of the total premium cost of the PPO. For example, if the Town contributes \$1,000 toward the HMO plan per month, then the Town shall contribute \$1,000 per month toward the PPO plan with the remaining amount to be contributed by the employee.

ARTICLE XXII
CRIMINAL OFFENDER RECORD INFORMATION CHECKS

The following applies to criminal offender record information (“CORI”) checks pursuant to Chapter 385 of the Acts of 2002:

1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause.
2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.
3. All CORI reports will be maintained in the Superintendent’s office in separate confidential files.
4. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks.

Any disciplinary action taken as a result of CORI checks will be in accordance with this Agreement and/or law.

ARTICLE XXIII
NATIONAL BACKGROUND CHECKS

In accordance with "An Act Relative to Background Checks", all educators must submit to a National Fingerprint-Based Criminal History Record Information (CHRI). Storage and destruction of such national background information shall be in accordance with State and Federal Law. Based upon the results of the CHRI the District will make a suitability determination. If the District is inclined to make an adverse decision based on an individual's National Background Check, the District will take the following steps prior to making a final adverse determination:

- Provide the individual with a copy of his/her CHRI used in making the adverse decision;
- Provide the individual with a copy of this CHRI Policy;
- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

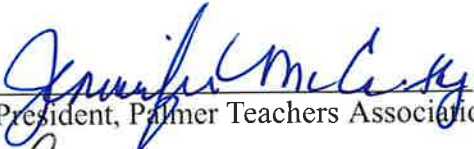
A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time to correct or complete the CHRI.

ARTICLE XXIV
NON-DISCRIMINATION

The Palmer Public Schools recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, creed, color, disability, religion, national origin, marital status, sexual orientation, gender identity, age, pregnancy or pregnancy-related conditions. Non-discrimination and equal opportunity are the policy of the Palmer Public Schools in all of its employment programs and activities.

ARTICLE XXV
DURATION

This contract shall become effective on September 1, 2023, and shall remain in force until August 31, 2026, at eight o'clock in the morning. It may be amended by the agreement of the same parties who entered into it originally. It will be renewed automatically for a period of one year from the expiration date unless one of the parties shall have notified the other at least sixty days before the expiration date that it will not accept renewal.

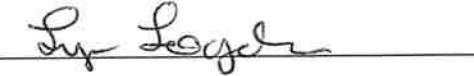



President, Palmer Teachers Association



P.T.A. Bargaining Committee Member







Chairman, Palmer School Committee







Addendum
to the Collective Bargaining Agreement
by and between the Palmer School Committee,
the Palmer Teachers Association

The Palmer Public Schools (hereinafter referred to as "Palmer") and the Palmer Teachers Association (hereinafter referred to as "Association") hereby agree to the following terms, conditions, and understandings:

1. Palmer and the Association are parties to a collective bargaining agreement.
2. The Education Team Leader (ETL) position is included in the bargaining unit.
3. Palmer and the Association hereby agree to remove the ETL positions from the bargaining unit as of July 1, 2024.
4. The parties agree to remove all language regarding the ETL position from the successor collective bargaining agreement.
5. This Addendum shall be attached to the current collective bargaining agreement and made a part thereof.
6. There are no other understandings, either verbal or written, between the parties regarding the subject matter of this Agreement.

FOR THE PALMER SCHOOL COMMITTEE

Bonny Blathorne
Dated: 4/10/24

FOR THE PALMER TEACHERS
ASSOCIATION

Jennifer McCarry
Dated: 4/11/24

**APPENDIX A-1
SALARY SCHEDULE
2023-2024**

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	CAGS/6th	Ed/PhD
1	48,967	50,336	52,017	53,419	54,453	55,857	57,514	58,048	58,944
2	51,062	52,448	54,140	55,564	56,578	58,000	59,667	60,204	61,098
3	52,664	54,049	55,742	57,162	58,180	59,603	61,277	61,812	62,708
4	54,272	55,652	57,348	58,768	59,786	61,209	62,882	63,415	64,311
5	55,873	57,264	58,949	60,379	61,386	62,816	64,481	65,021	65,914
6	57,480	58,861	60,558	61,983	62,998	64,418	66,085	66,623	67,517
7	59,084	60,467	62,163	63,584	64,600	66,023	67,692	68,226	69,121
8	60,688	62,076	63,766	65,190	66,206	67,629	69,295	69,831	70,728
9	62,293	63,678	65,374	66,796	67,812	69,236	70,904	71,440	72,338
10	63,896	65,286	66,981	68,400	69,415	70,841	72,507	73,043	73,938
11	65,503	66,896	68,578	70,006	71,024	72,443	74,111	74,649	75,545
12	73,883	75,512	75,728	77,149	78,165	79,589	81,256	81,794	82,687
13	-	-	80,458	82,098	82,948	84,586	86,541	87,090	88,002

**APPENDIX A-2
SALARY SCHEDULE
2024-2025**

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	CAGS/6th	Ed/PhD
1	50,191	51,595	53,317	54,754	55,814	57,253	58,952	59,499	60,417
2	52,339	53,759	55,493	56,953	57,992	59,450	61,159	61,709	62,625
3	53,980	55,400	57,135	58,591	59,634	61,093	62,809	63,358	64,276
4	55,629	57,043	58,782	60,237	61,281	62,739	64,454	65,000	65,919
5	57,270	58,695	60,423	61,888	62,921	64,386	66,093	66,646	67,562
6	58,917	60,333	62,072	63,533	64,573	66,029	67,737	68,289	69,204
7	60,561	61,979	63,717	65,174	66,215	67,674	69,384	69,932	70,849
8	62,205	63,628	65,360	66,819	67,861	69,319	71,028	71,577	72,496
9	63,851	65,270	67,008	68,465	69,507	70,966	72,677	73,226	74,146
10	65,493	66,918	68,655	70,110	71,150	72,612	74,320	74,870	75,786
11	67,140	68,569	70,293	71,756	72,799	74,254	75,963	76,515	77,434
12	75,730	77,400	77,621	79,078	80,119	81,579	83,287	83,839	84,755
13	-	-	82,470	84,151	85,022	86,700	88,704	89,267	90,202

**APPENDIX A-3
SALARY SCHEDULE
2025-2026**

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	CAGS/6th	Ed/PhD
1	51,446	52,884	54,650	56,123	57,210	58,685	60,426	60,986	61,928
2	53,647	55,103	56,881	58,377	59,442	60,937	62,688	63,251	64,191
3	55,330	56,785	58,563	60,056	61,125	62,620	64,379	64,942	65,883
4	57,019	58,469	60,252	61,743	62,813	64,307	66,065	66,625	67,567
5	58,702	60,163	61,933	63,435	64,494	65,996	67,745	68,312	69,251
6	60,390	61,841	63,624	65,121	66,187	67,679	69,430	69,996	70,935
7	62,075	63,528	65,310	66,803	67,870	69,365	71,118	71,680	72,621
8	63,760	65,219	66,994	68,490	69,558	71,052	72,803	73,366	74,309
9	65,447	66,901	68,684	70,177	71,245	72,741	74,494	75,056	76,000
10	67,131	68,591	70,372	71,863	72,929	74,428	76,178	76,741	77,681
11	68,819	70,283	72,050	73,550	74,619	76,110	77,862	78,428	79,370
12	77,623	79,335	79,561	81,055	82,122	83,618	85,369	85,935	86,873
13	-	-	84,532	86,254	87,147	88,868	90,922	91,499	92,457

**APPENDIX B
COACHES SALARY SCHEDULE**

SPORT	3.0% 2023-2024	2.5% 2024-2025	2.5% 2025-2026
ATHLETIC DIRECTOR	\$7,948	\$8,147	\$8,351
FOOTBALL			
Head Coach	\$6,186	\$6,341	\$6,499
Assistant (J.V.) Coach	\$3,865	\$3,961	\$4,060
Freshman	\$3,535	\$3,623	\$3,714
BASKETBALL/BASEBALL/FIELD HOCKEY ICE HOCKEY/SOFTBALL/SOCCER/SWIMMING			
Head Coach	\$5,153	\$5,282	\$5,414
Assistant (J.V.) Coach	\$3,638	\$3,729	\$3,822
Freshman	\$3,256	\$3,337	\$3,421
TRACK			
Head Coach	\$4,122	\$4,225	\$4,331
Assistant (J.V.) Coach	\$3,256	\$3,337	\$3,421
CROSS COUNTRY/GOLF/TENNIS			
	\$4,122	\$4,225	\$4,331
ELEMENTARY DIRECTORS			
Basketball	\$1,158	\$1,187	\$1,216
Baseball/Softball	\$1,158	\$1,187	\$1,216
CHEERLEADER ADVISOR			
Fall	\$2,473	\$2,535	\$2,598
Winter	\$2,473	\$2,535	\$2,598
UNIFIED SPORTS			
Basketball	\$2,473	\$2,535	\$2,598
Track	\$2,473	\$2,535	\$2,598

**APPENDIX C
MISCELLANEOUS SALARY SCHEDULES**

3.0% 2.5% 2.5%
2023-2024 2024-2025 2025-2026

Department Heads			
English	\$6,180	\$6,335	\$6,493
Guidance	\$6,180	\$6,335	\$6,493
History & Social Studies	\$6,180	\$6,335	\$6,493
Mathematics	\$6,180	\$6,335	\$6,493
Science	\$6,180	\$6,335	\$6,493
Special Education	\$6,180	\$6,335	\$6,493
Technology	\$6,180	\$6,335	\$6,493
Unified Arts	\$6,180	\$6,335	\$6,493
Other Positions			
After- School Advisor *	\$ 716	\$ 734	\$ 752
AP Coordinator	\$1,141	\$1,170	\$1,199
Athletic Academic Advisor	\$ 682	\$ 699	\$ 716
Audiovisual Director	\$2,053	\$2,104	\$2,157
Auditorium Director/Coordinator	\$1,700	\$1,742	\$1,786
Computer Coordinators	\$4,249	\$4,355	\$4,464
Drama/Musical Director	\$3,785	\$3,880	\$3,977
Elementary/Jr . Band Director	\$1,304	\$1,337	\$1,370
Elementary/Jr. Chorus Director	\$ 870	\$ 892	\$ 914
Extra Class (per semester)	\$4,019	\$4,120	\$4,223
Extra-curricular (all schools)	\$ 38	\$ 39	\$ 40
H.S. Band Director	\$4,596	\$4,711	\$4,829
H.S. Chorus Director	\$1,739	\$1,782	\$1,827
Interact Advisor	\$1,514	\$1,552	\$1,591
Jazz Band Director	\$1,131	\$1,159	\$1,188
Junior Class Advisor	\$1,687	\$1,729	\$1,773
K-12 Extra-Curricular Activities/Fundraising Coordinator	\$ 773	\$ 792	\$ 812
Language Arts Coordinator	\$1,029	\$1,055	\$1,081
Lead Mentor	\$1,465	\$1,501	\$1,539
Mentor Program**	\$1,465	\$1,501	\$1,539
Middle School Team Leaders	\$5,313	\$5,446	\$5,582
National Honor Society Advisor	\$1,514	\$1,552	\$1,591
OMP After School Coordinator	\$2,509	\$2,572	\$2,636
OMP Lead Teacher	\$5,313	\$5,446	\$5,582
OMP Literacy Coordinator/Reading Specialist	\$5,313	\$5,446	\$5,582
OT Supervising Coordinator***	\$1,332	\$1,365	\$1,399
PHS Detention Teacher	\$ 37	\$ 38	\$ 39
Printing Advisor	\$1,544	\$1,583	\$1,622
PT Supervising Coordinator***	\$1,332	\$1,365	\$1,399
Reading Remediation Supervising Teachers	\$1,157	\$1,186	\$1,215

Senior Class Advisor	\$2,431	\$2,492	\$2,554
SLP Supervising Coordinator***	\$1,332	\$1,365	\$1,399
Spanish Honor Society	\$ 716	\$ 734	\$ 752
Special Class	\$1,157	\$1,186	\$1,215
Student Council Advisor (HS)	\$2,268	\$2,325	\$2,383
Student Council Advisor (MS)	\$2,268	\$2,325	\$2,383
“The Palmer” Advisor	\$1,544	\$1,583	\$1,622

* This position shall be posted three (3) times per year (i.e., there will be three (3) payments in the amount of \$716).

(**teacher has choice to either accept 15 PDPs for horizontal movement or stipend, but not both)

***The Supervising Coordinator stipend shall only be paid if the individual is required to supervise SLPAs, COTAs, or PTAs.

The staff presentation fee shall be as follows: \$100 per hour for the first two (2) hours, then \$50 per hour thereafter (either on the same day or over a period of time). For example, if a presentation was given for six (6) hours on one day and an additional four (4) hours on another day, the presenter would receive pay for two (2) hours at \$100 per hour and eight (8) hours at \$50 per hour for a total of \$600. There will be no compensation for preparation.

The NEASC stipend shall be as follows: \$2,000 for the year before and year of the visit. Teachers serving on a NEASC committee will receive one (1) PDP per hour for work outside of the regular work day.

Positions listed in this Appendix will be posted and appointed on an annual basis. As is the case with any position/activity listed in the collective bargaining agreement, the District will determine, at its discretion, whether to fund and/or fill any of the above-listed positions.

Form a Joint Labor Management Committee to begin before September 30, 2024 to ascertain the job descriptions for Appendix C positions: Team Leader and Department Head.

APPENDIX D
Drug-Free Workplace Act

Pursuant to the Drug-Free Workplace Act (20 U.S.C. 701, et. Seq.) and the regulations promulgated thereunder, the Palmer School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.

1. The Committee hereby notifies all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace--on school property or as part of school activities.
2. As a condition of employment, all employees of the Palmer Public Schools shall:
 - a. abide by the terms of Paragraph B; and
 - b. notify the Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction; and
 - c. within thirty (30) calendar days of giving notice under paragraph 2, above, any employee so convicted for a violation of a criminal drug statute occurring in the workplace shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
3. During the course of participation in a program under paragraph 2.c. above, the employee shall be considered on voluntary leave of absence without pay.
4. Any employee who is so convicted and who satisfactorily participates and completes an approved drug abuse assistance or rehabilitation program shall forthwith be restored to his/her former employment position.
5. Any employee who is so convicted and who does not satisfactorily participate and complete an approved drug abuse assistance or rehabilitation program shall be terminated from his/her employment by the Committee for failure to satisfactorily participate and complete said program.
6. Based upon reasonable suspicion, the Committee shall notify local, state, or federal law enforcement authorities of any unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee in the workplace.
7. The Committee shall provide the President of the Association with information regarding drug abuse assistance or rehabilitation programs approved by federal, state, or local health, law enforcement, or other appropriate agencies.
8. Any action taken by the Administration or School Committee would be in accordance with the collective bargaining agreement between the parties.

APPENDIX E-1
Evaluation

Form a Joint Labor Management Committee to begin before September 30, 2024 to update the evaluation system.

(Please see attached document.)

**APPENDIX E-2
COACH EVALUATION FORM**

PALMER HIGH SCHOOL ATHLETIC DEPARTMENT

**COACH
EVALUATION FORM**

Ratings	1 – EXCELLENT	2 – SATISFACTORY	3* – NEEDS IMPROVEMENT	4* – POOR
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Name: _____ **Sport:** _____

Evaluators: _____ **Date:** _____

1. COACHING INSTRUCTIONS:

- A.) **Team Skills & Concepts** _____
- B.) **Individual Skills** _____

COMMENTS:

4. SUPERVISION:

- A.) **Practices** _____
- B.) **Games** _____
- C.) **Locker Room** _____
- D.) **Bus Trips** _____

COMMENTS:

2. DEMONSTRATION OF:

- A.) **Sportsmanship** _____
- B.) **Attitude** _____
- C.) **Motivation** _____

COMMENTS:

5. COMMUNICATION:

- A.) **Administration**
 - 1. Principal _____
 - 2. Athletic Director _____
- B.) **Assistant Coaches**
 - 1. Supervision _____
- C.) **Players**
 - 1. Team Regulations _____
 - 2. Training _____
 - 3. Discipline _____

3. MANAGEMENT:

- A.) **Budget** _____
- B.) **Equipment**
 - 1. Control Of _____
 - 2. Inventory _____
 - 3. Care Of _____
- C.) **Players**
 - 1. Physicals _____
 - 2. Permission Slips _____
 - 3. Injury Reports _____
 - 4. Statistics _____
 - 5. Awards _____
- D.) **Academics**
 - 1. Encourages extra help & effort in the classroom _____
 - 2. Places emphasis on academics on a regular basis _____

COMMENTS:

- D.) **Parents** _____
- E.) **Community** _____
- F.) **Media** _____

COMMENTS:

Principal / Date

Athletic Director / Date

Head Coach / Date

Assistant Coach / Date

3 or 4 requires written comment

APPENDIX F
PALMER PUBLIC SCHOOLS
INDUCTION/MENTOR PROGRAM

This document is in accordance with DESE's 2015 guidelines for Induction and Mentoring Programs. The intent of this program is to provide first year teachers with the support, supervision, and professional development necessary to ensure a successful introduction to their careers in education.

Components:

- I. Roles and Responsibilities of the Mentor
- II. Roles and Responsibilities of the Support Team
- III. Selection and Training of Mentors
- IV. Compensation

I. Roles and Responsibilities of the Mentor

Mentors will be assigned to those teachers with less than one year of experience in the Palmer Public School system. Teachers new to teaching, or teachers who have never completed a mentor program, will complete 50 hours; teachers who completed a mentor program in a previous district will complete 25 hours to acclimate to the Palmer Schools.

Instructional Support

The mentor should:

- * model various instructional techniques and help construct lesson plans.
- * arrange for the first year teacher to visit other classrooms to observe other teaching styles in order to develop a repertoire of teaching skills.
- * conduct peer observations of the first year teacher and offer suggestions for improvement none of which will be used in the evaluation process.
- * assist the first year teacher in solving classroom problems.
- * ensure the first year teacher has the appropriate curriculum and technology guides.

Coverage will be provided as needed by the administration for the mentor teacher to perform these roles.

Professional Support

The mentor teacher should:

- * inform the first year teacher about school policies and procedures.
- * advise how to handle problems or situations that arise dealing with parents, fellow teachers, administration, and the community.
- * arrange for the first year teacher to meet with the union representative so he/she will have an understanding of contract issues and procedures.
- * help the first year teacher to develop a portfolio for his/her own personal use.

Personal Support

The mentor teacher should:

- * help the first year teacher to feel a part of the school community by introducing him/her to the faculty and staff.

Continuous Formal Support

The mentor teacher should:

- * arrange two meetings a month during September, October, and November.
- * arrange one meeting a month from December through May.
- * keep a record of the date, time, and length of all the meetings for documentation purposes.
- * encourages the mentee to keep a journal of their discussions for their own personal use, and not to be shared with the administration.

II. Roles and Responsibilities of the Support Team

The first year teacher will be assigned a support team. The support team should consist of a member of administration (evaluator), the mentor, and the mentee.

Orientation Activities

The support team should:

- * arrange for the first year teacher to tour Old Mill Pond and Palmer High School.
- * provide information on the town's philosophy, history, and student population.
- * discuss procedures for referring a child for special services, guidance, remedial education, etc.
- * provide information on suspected child abuse and the referral procedures as a mandated reporter.
- * review the school handbook, its policies and procedures as well as classroom responsibilities including daily procedures, school-wide expectations, electronic gradebooks, extra help, progress reports, cumulative folders, open house, parent conferences, calling for substitutes, discipline, etc.
- * provide information on professional development and the required forms for committee and course approval for horizontal movement.
- * discuss evaluation procedures.

Reinforce Educational Growth

The support team should:

- * be available to provide additional suggestions for the first year teacher in all areas such as instruction, problem solving, relationships with students, parents, faculty, and administration, etc.

Provide Support

The support team should

- * meet in September and then any other time as the need arises.

Evaluate Mentorship Program

The support team should:

- * meet with the mentor and mentee to evaluate the mentorship program and offer suggestions for any possible changes.

III. Selection and Training of Mentors

All teachers who have attained professional status are eligible to become mentor teachers. One Lead Mentor per building will provide training and ongoing professional development. Lead mentors will be compensated per Appendix C. Teachers are eligible to apply each year for a mentorship role. Participation as a mentor is strictly voluntary.

If possible a mentor will be selected from the same grade level as the first year teacher. If no mentors are available, a mentor from the nearest grade level will be selected to take on the responsibility.

IV. Compensation

Monetary compensation will be awarded to mentor teachers according to Appendix C, or the mentor teacher could choose reimbursement in the form of 15 hours for horizontal adjustment on the pay scale. If the mentee leaves mid-year, they will be paid a pro-rated amount.

Accepted 6/15/23.

Appendix E1 Evaluation

Article _____ Table of Contents

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

1) **Purpose of Educator Evaluation**

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

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

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

- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. If the Evaluator determines that an Educator with PTS should be placed on a Developing Educator Plan, the Evaluator must provide a written rationale to the superintendent and the Educator.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

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

- S) ***Observation:** A data gathering process that includes notes and judgment made during one or more classroom or worksite visits(s) generally of 10-30 minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

- X) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Y) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- Z) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- AA) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- BB) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- CC) ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3)

Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - 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, capstone projects and STAR, Read 180. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice **between 10-20 minutes**.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products if asked, when the Educator is rated below proficient or seeks to prove exemplary.
 - iv) Examination of student work samples products if asked, when the Educator is rated below proficient or seeks to prove exemplary.

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

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district may use the rubric adopted in this agreement.

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

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

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

A) **Completing the Self-Assessment**

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1) At least one goal directly related to improving the Educator's own professional practice.
 - (2) At least one goal directed related to improving student learning.

B) **Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to

603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have one or two announced observations during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one, not more than six, unannounced observations during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, feedback from the observer must at least in part relate to the Educator's goals or a separate component of the District's rubrics.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial 10-20 minute visitations, Administrative Walkthroughs or any other means deemed useful by the Evaluator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Educator should take to improve his/her performance.
 - (3) Identify support and/or resources the Educator may use in his/her improvement.
 - (4) State that the Educator is responsible for addressing the need for improvement.
 - (5) The Educator shall sign the Announced Observation Form indicating unsatisfactory judgment within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the Announced Observation Form in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining

professional practice and student learning goals if asked when the Educator is rated below proficient or seeks to prove exemplary. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals if asked when the Educator is rated below proficient or seeks to prove exemplary. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than two weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice to the Educator, the

Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals if asked when the Educator is rated below proficient or seeks to prove exemplary. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and

learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

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

- A) The Developing Educator Plan is for all Educators with PTS, and, at the discretion of the Evaluator, for Educators with PTS in new assignments. If the Evaluator determines that an Educator with PTS should be placed on a Developing Educator Plan, the Evaluator must provide a written rationale to the Educator.
- B) The Educator shall be evaluated at least annually.

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

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator prior to the end of the school year.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

- v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines (Dates TBD by Superintendent/designee and the Palmer Teachers' Association)

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

A) **Educators with PTS on Two Year Plans**

Activity:	Completed By:
Evaluator completes unannounced observation(s)	<i>TBD</i>
Evaluator completes Formative Evaluation Report	<i>TBD</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>TBD</i>
Evaluator completes Summative Evaluation Report	<i>TBD</i>
Evaluator conducts Summative Evaluation Meeting, if any	<i>TBD</i>
Evaluator and Educator sign Summative Evaluation Report	<i>TBD</i>

B) **Educators on Plans of Less than One Year**

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- B) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- C) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> 1. Subject Matter Knowledge 3. Rigorous Standards-Based Unit Design 4. Well-Structured Lessons 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs 	<p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Learning Expectations 2. Curriculum Support 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> 1. Goal Setting
<p>B. Assessment Indicator</p> <ol style="list-style-type: none"> 1. Variety of Assessment Methods 2. Adjustments to Practice 	<p>D. Expectations Indicator</p> <ol style="list-style-type: none"> 1. High Expectations 		<p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> 1. Professional Learning and Growth
<p>C. Analysis Indicator</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 			

How to reference parts of the rubric:

Indicator terminology: under the “Teaching All Students” Standard (II), the “Instruction Indicator” (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*

Standard I: Curriculum, Planning, and Assessment. *The teacher promotes 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 ongoing basis, and continuously refining learning objectives.*

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Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students this age but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward meeting stated outcomes. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Rigorous Standards-Based Unit Design	Plans individual lessons rather than units of instruction, or designs units of instruction that are not aligned with state standards/local curricula, lack measurable outcomes, and/or include tasks that mostly rely on lower level thinking skills.	Designs units of instruction that address some knowledge and skills defined in state standards/local curricula, but some student outcomes are poorly defined and/or tasks rarely require higher-order thinking skills.	Designs units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.	Designs integrated units of instruction with measurable, accessible outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

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Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.

I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p>I-B-1. Variety of Assessment Methods</p>	<p>Administers only the assessments required by the school and/or measures only point-in-time student achievement.</p>	<p>May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.</p>	<p>Designs and administers a variety of informal and formal methods and assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards.</p>	<p>Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards. Is able to model this element.</p>
<p>I-B-2. Adjustment to Practice</p>	<p>Makes few adjustments to practice based on formal and informal assessments.</p>	<p>May organize and analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.</p>	<p>Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.</p>	<p>Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. Is able to model this element.</p>

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Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.				
I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Individually and with colleagues, draws appropriate conclusions from a thorough analysis of a wide range of assessment data to improve student learning.	Individually and with colleagues, draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data that improve short- and long-term instructional decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning. Is able to model this element.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback on student performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback about performance beyond grades but rarely shares strategies for students to improve their performance toward objectives.	Based on assessment results, provides descriptive feedback and engages students and families in constructive conversation that focuses on how students can improve their performance.	Establishes early, constructive feedback loops with students and families that create a dialogue about performance, progress, and improvement. Is able to model this element.

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Standard II: Teaching All Students. *The teacher promotes 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.*

Indicator II-A. Instruction: Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.				
II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May state high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently defines high expectations for quality work and effort and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants.	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.	Consistently uses instructional practices that typically motivate and engage most students both during the lesson and during independent work and home work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate practices, including tiered instruction and scaffolds, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices to create structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Is able to model this element.

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Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.				
II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take academic risks.	Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take academic risks; and challenge themselves to learn.	Consistently supports students to identify strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Models these skills for colleagues.

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Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.

II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this practice.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this practice.

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Indicator II-D. Expectations: Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific academic and behavior expectations clear to students.	May announce and post classroom academic and behavior rules and consequences, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot master challenging material.	May tell students that the subject or assignment is challenging and that they need to work hard but does little to counteract student misconceptions about innate ability.	Effectively models and reinforces ways that students can master challenging material through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently master challenging material through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities. Is able to model this element.

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Standard III: Family and Community Engagement. *The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.*

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of strategies to support every family to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	Consistently provides parents with clear, user-friendly expectations for student learning and behavior.	Successfully conveys to most parents student learning and behavior expectations. Is able to model this element.
III-B-2. Curriculum Support	Rarely, if ever, communicates with parents on ways to support children at home or at school.	Sends home occasional suggestions on how parents can support children at home or at school.	Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.

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Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through report cards; rarely solicits or responds promptly and carefully to communications from families.	Relies primarily on newsletters and other one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student performance and learning and responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student performance and learning. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Always communicates respectfully with families and demonstrates understanding and sensitivity to different families' culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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Standard IV: Professional Culture. *The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.*

Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.				
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.

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Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.

IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction and leadership. Is able to model this element.

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.

IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.	Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.

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Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.				
IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

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Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

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Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

Guidance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> 1. Professional Knowledge 2. Child and Adolescent Development 3. Plan Development <p>C. Analysis Indicator</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students and Families <p>I-D Elements</p> <p>I-D-1. Strategic Planning for Systemic Delivery I-D-3. Coherent Delivery</p>	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs <p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation <p>C. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> 1. Respects Differences 2. Maintains Respectful Environment <p>II-E Elements</p> <p>II-E-1. Academic Advising II-E-2. Transitions II-E-5. Responsive Services</p>	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> 1. Parent/Family Engagement 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> 2. Goal Setting <p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> 1. Professional Learning and Growth

Note: The SISP rubric is designed to have close alignment with the teacher rubric to emphasize commonalities across educators. Please see Appendix E addressing "Role-Specific Indicators" for additional guidance and samples of how to strategically supplement this rubric to further differentiate by role.

How to reference parts of the rubric:

Indicator terminology: under the "Teaching All Students" Standard (II), the "Instruction Indicator" (A) can be referred to as *Indicator II-A*



Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

Speech Language Pathologist

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> 1. Professional Knowledge 3. Plan Development 4. Well-Structured Lessons <p>B. Assessment Indicator</p> <ol style="list-style-type: none"> 1. Variety of Assessment Methods 2. Adjustments to Practice <p>C. Analysis Indicator</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students and Families 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs <p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> 1. Safe Learning Environment <p>C. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> 2. Maintains Respectful Environment <p>D. Expectations Indicator</p> <ol style="list-style-type: none"> 1. Clear Expectations 2. High Expectations 	<p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Learning Expectations 2. Student Support 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> 2. Goal Setting <p>F. Professional Responsibilities Indicator</p> <ol style="list-style-type: none"> 2. Reliability and Responsibility

Note: The SISP rubric is designed to have close alignment with the teacher rubric to emphasize commonalities across educators. Please see Appendix E addressing "Role-Specific Indicators" for additional guidance and samples of how to strategically supplement this rubric to further differentiate by role.

How to reference parts of the rubric:

Indicator terminology: under the "Teaching All Students" Standard (II), the "Instruction Indicator" (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*

Educator Plan Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Educator Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan*

Plan Duration: Two-Year One-Year Less than a year _____

Start
Date: _____

End Date: _____

Goal Setting Form with final goals is attached to the Educator Plan.

Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice). Attach additional pages as necessary.

Student Learning Goal(s): Planned Activities <i>Describe actions the educator will take to attain the student learning goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District ¹	Timeline or Frequency

*Additional detail may be attached if needed.

Educator—Name/Title: _____

Educator Plan Form

Professional Practice Goal(s): Planned Activities

Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.

Action	Supports/Resources from School/District ¹	Timeline or Frequency
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This Educator Plan is “designed to provide educators with feedback for improvement, professional growth, and leadership,” is “aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards,” and “is consistent with district and school goals.” (see 603 CMR 35.06 (3)(d) and 603 CMR 35.06(3)(f).)

Signature of Evaluator _____ Date _____

Signature of Educator* _____ Date _____

* As the evaluator retains final authority over goals to be included in an educator's plan (see 603 CMR 35.06(3)(c)), the signature of the educator indicates that he or she has received the Goal Setting Form with the “Final Goal” box checked, indicating the evaluator's approval of the goals. The educator's signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that “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.” (see 603 CMR 35.06(4))

¹ Must identify means for educator to receive feedback for improvement per 603 CMR 35.06(3)(d).

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s): _____

Assessing¹:

Progress Toward Student Learning Goal(s) <i>Describe current level of progress and feedback for improvement. Attach additional pages as needed.</i>
Progress Toward Professional Practice Goal(s) <i>Describe current level of progress. Attach additional pages as needed.</i>

Progress toward attaining goals Performance on Standards Both

Formative Assessment Report Form

Educator—Name/Title: _____

As per 603 CMR 35.02 and 603 CMR 35.06(5), formative assessment shall mean the process used to assess progress toward attaining goals set forth in Educator Plans, performance on Performance Standards, or both.

Formative Assessment Report Form

Formative Assessment Report Form

Educator—Name/Title: _____

Performance on Each Standard	
<i>Describe performance and feedback for improvement. Attach additional pages as needed.</i>	
I: Curriculum, Planning, & Assessment	
II: Teaching All Students	
III: Family & Community Engagement	
IV: Professional Culture	

The educator shall have the opportunity to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c) on the Educator Response Form.

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

Formative Assessment Report Form

January 2012

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Formative Evaluation Report Form

* For educators on two-year Self-Directed Growth Plans at the end of Year One of the cycle

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Assessing¹:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

³¹ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative evaluation shall mean the process used to assess progress towards attaining goals set forth in Educator Plans, performance on performance standards, or both.

Formative Evaluation Report Form

January 2012

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Rationale, evidence, and feedback for improvement:

Educator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required

Formative Evaluation Report Form

Rating on Each Standard

I: Curriculum, Planning, & Assessment Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family & Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

The educator shall have the opportunity to respond in writing to the formative evaluation as per 603 CMR 35.06(5)(c) on the Educator Response Form.

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

Formative Evaluation Report Form

January 2012

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Self-Assessment Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Part 1: Analysis of Student Learning, Growth, and Achievement

Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.

603 CMR 35.06 (2)(a)1

Team, if applicable: _____

List Team Members below:

Self-Assessment Form

Educator—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or elements, or span multiple Indicators or elements within or across Standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals.

603 CMR 35.06 (2)(a)2

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator _____ Date _____

Signature of Evaluator* _____ Date _____

* The evaluator's signature indicates that he or she has received a copy of the self-assessment form and the goal setting form with proposed goals. It does not denote approval of the goals.

