

**COLLECTIVE BARGAINING AGREEMENT**

Between

**LYNNFIELD TEACHERS ASSOCIATION**

And

**LYNNFIELD SCHOOL COMMITTEE**

August 24, 2019 to August 23, 2022

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## AGREEMENT

This agreement made and entered into on this 9th day of April, 2019 by and between the LYNNFIELD SCHOOL COMMITTEE (hereinafter referred to as the “Committee”) and the LYNNFIELD TEACHERS’ ASSOCIATION, a/w the National Education Association (hereinafter referred to as the “Association”).

### PREAMBLE

Recognizing that the prime purpose of the Lynnfield school system is to provide education of the highest possible quality for the children of Lynnfield, we, the undersigned parties to this contract, agree to the following principals:

1. The Lynnfield School Committee, elected by the citizens of Lynnfield, is a public body established under and with duties, powers, responsibilities and rights provided by the laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws.
2. The Superintendent of Schools of Lynnfield is the executive officer of the Committee and as such administers and directs the operation of the public schools of Lynnfield in accordance with the decisions of the Committee.
3. The professional staff of the Lynnfield school system shares with the Committee and the Superintendent responsibility for providing for pupils of the Lynnfield Public Schools education of the highest possible quality consistent with the policies of the Committee, and the professional staff has the major role in direct contacts with pupils.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views, and information among the Committee, the Superintendent, and the professional staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the professional staff.
5. The Lynnfield Teachers Association recognizes that the basic duty of each professional employee is to use his skill and expertise in the most effective manner to improve the quality of education offered by the Lynnfield Public Schools.

ARTICLE I  
RECOGNITION

The Committee recognizes the Lynnfield Teachers' Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all professional personnel hereinafter set forth: all certified classroom teaching personnel or teaching personnel for whom the Committee has requested a waiver of certification including department heads, coordinators, head teachers, counselors, other specialists, speech language pathologists and nurses.

Excluding: The Superintendent, any Assistant Superintendent, any Assistant to the Superintendent, principals, assistant principals, directors, all substitute teachers, teachers' aides, and substitute nurses. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "teachers" or "nurses", and all other employees, professional and non-professional, are excluded.

ARTICLE II  
CONTRACT NEGOTIATION PROCEDURE

- Section A. Subject to the provisions of Article IX, Section A, not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the duly elected representatives of the Association over a successor Agreement in a good faith effort to reach agreement concerning all items and matters properly bargainable as set forth in the General Laws of Massachusetts, and more particularly Chapter 150E of said Laws.
- Section B. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this agreement.
- Section C. The Association shall submit to the Committee a list of names and titles of officers, committee members, and others representing the Association, either elected or appointed.
- Section D. Within fifteen (15) days after written notification by either party, the Association and the Committee (or their representatives), by mutual consent, will meet to discuss any matter relative to wages, hours and other conditions of employment of teachers and nurses which is not covered by this contract provided such matters cannot satisfactorily be resolved by discussions between the Collective Bargaining Policy Committee and the Superintendent. If as a result of such discussions agreements are reached, such agreements may, by mutual consent, be made addenda to this contract.

ARTICLE III  
GRIEVANCE PROCEDURE

Section A. DEFINITION

1. A “grievance” is defined to mean a dispute involving an alleged violation of any provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An “aggrieved person” is the person or persons claiming the grievance.

Section B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances which may arise from time to time.

Section C. GENERAL

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum.
2. a. Failure at any step of this procedure to advance a grievance to the next step within the specified time limits should be deemed to be acceptance of the decision rendered at that step.  
  
b. Failure at any step of this procedure to render a decision within the specified time limits shall advance the grievance to the next step.
3. The time limits specified may be extended by mutual agreement. Said agreement is to be in writing.
4. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm, the time limits set forth herein may by mutual agreement of the parties be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon as thereafter as is practicable.
5. Forms for filing grievances will be jointly approved by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

Section D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any teacher may present a grievance and have such grievance heard without intervention by the Association; provided that the Association representative is afforded the opportunity to be present at such conferences and to state the Association's views and that any adjustment made should not be inconsistent with the terms of this Agreement.
2. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

Section E. PROCEDURE

Informal Procedure

The aggrieved person may discuss the grievance with the principal of his building. If the matter is not disposed of to the aggrieved person's satisfaction within five (5) school days after he has initiated discussion, he may proceed to Formal Procedure under this Article, it being understood that any aggrieved person may proceed under the Formal Procedure in any event.

Formal Procedure

1. Level One
  - a. A grievance must be filed in writing with the principal or immediate supervisor within fifteen (15) school days of the time of the occurrence of the grievance or the date the aggrieved person knew or should have known of its occurrence, whichever is later. If not filed in writing within the aforesaid period, the grievance will be considered as waived. The grievance must state the alleged facts pertaining to the grievance, reference to the applicable provision(s) of this Agreement, and the date of the occurrence of the grievance.
  - b. The principal shall meet with the aggrieved person and, if requested by the aggrieved person, an Association representative, within five (5) school days after the receipt of the written grievance and attempt to resolve the grievance. The principal shall give a written answer to the aggrieved person within five (5) school days after the date of such meeting.

2. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance, it may be referred to the Superintendent in writing within five (5) school days after the receipt of the principal's answer. The Superintendent shall, within five (5) school days after receipt of the written grievance, meet with the aggrieved person and, if requested by the aggrieved person, an Association representative, and attempt to resolve the grievance. The Superintendent shall give a written answer to the aggrieved person within ten (10) school days after the date of such meeting.

3. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance, it may be referred to the School Committee in writing within five (5) school days after receipt of the Superintendent's answer. Within ten (10) school days or the next regularly scheduled School Committee meeting, whichever is later, after receiving the written grievance, the School Committee or its designated representative will meet with the aggrieved person and the Association's representative, if the aggrieved person so desires, for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by a majority of the School Committee. Within five (5) school days after the next regularly scheduled School Committee meeting following the Level Three meeting, the School Committee shall give a written answer to the aggrieved person, and if present, to the Association's representative.

4. Level Four

- a. The School Committee's answer shall be considered accepted unless within ten (10) school days after receipt thereof the Association notifies the School Committee of its intention to take the grievance to arbitration.
- b. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree, within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within five (5) school days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules now, or hereafter, in effect. The Voluntary Labor Arbitration Rules shall also govern the procedure in any arbitration hearing.
- c. The arbitrator so selected will confer with the School Committee or its designated representative and the Association and hold

hearings promptly and receive briefs, and will issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and set forth his findings of fact, reasoning, and conclusions on issues submitted. The arbitrator will be without power to modify, alter, add to, or subtract from the provisions of this Agreement. The decision of the arbitrator will be submitted to the School Committee and the Association and will be final and binding.

- d. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearing shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representative, participants, witnesses, and for the preparation and representation of its own case including any transcript requested by that party.
- e. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section F. RESOLUTION OF FORMAL GRIEVANCES

Any resolution of a formal grievance shall be forwarded in writing by the Principal, Superintendent, or School Committee to the Chairperson of the Professional Rights and Responsibilities Committee of the Association.

ARTICLE IV  
CONDITIONS OF EMPLOYMENT

Section A. This Agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

The Committee shall not be under obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof. In the event agreements are mutually reached on a voluntary basis between the Committee and the Association, they will be reduced to writing, signed by the Committee and the Association, and will become an Addendum to this Agreement.



Section B.

1. a. The teachers' salary schedule for the school year is set forth in Appendix A of this Agreement.
  - b. Salaries of each person covered by this Agreement are set forth in his contract(s) with the Committee. The aforementioned contracts include those for special areas, athletic areas, and extra-curricular areas.
2. All persons covered by this Agreement will have the option of being paid in 21 or 26 (or 27 based on the calendar) equal installments. Teachers who elect to be paid in 26 (or 27 based on the calendar) installments shall be paid the final six (6) or (7) installments on the last scheduled pay day of the school year. Effective with the start of the 2019-2020 work year, all employees shall receive their pay through direct deposit. Any employee who was employed during the 2018-2019 work year and who was not already receiving pay through direct deposit shall provide on or before June 20, 2019, to the District's payroll office with the required information to implement direct deposit.

Salary payments, if available from the Town Treasurer, will be issued on the last day prior to a vacation period.

3. In recognition of dedicated service to the children of Lynnfield and in consideration of a teacher's or nurse's early notification of termination (which allows the School Department to budget and hire for the succeeding school year), any teacher or nurse covered by this Agreement who will have been employed in that capacity in the Lynnfield Public Schools for at least fifteen (15) years as of the date of her/his termination may upon her/his termination obtain a payment for unused sick days by conforming to the following procedure:

An eligible teacher or nurse who desires to receive the referenced payment must submit to the Superintendent a letter of resignation on or before September 10 of the school year at the end of which the teacher or nurse will be terminating her/his employment with the Lynnfield Public Schools. The letter of resignation must state that the teacher or nurse will be terminating her/his employment as of the last day of that school year and must note that the teacher or nurse understands that, if the letter is not revoked on or before November 1 of the same school year, it will thereafter be irrevocable. (A teacher or nurse who terminates employment during a school year will not be eligible for the payment.) A teacher or nurse who complies with the above procedure will, at the end of that school year, have all of her/his accumulated unused sick leave brought back. The individual will be provided a lump sum payment

following her/his termination on or about July 1 in the amount of thirty dollars (\$30.00) for each unused sick leave day that is bought back.

The estate of a teacher or nurse who has been employed in that capacity in the Lynnfield Schools for at least fifteen (15) years and who dies while employed in the Lynnfield Public Schools shall be entitled to the benefit set forth in this Paragraph B.3.

Section C. Effective August, 2013, the length of the student day on days other than Wednesday professional development days, scheduled one-half days, and early release days shall be as follows:

High School:	7:50 – 2:26		
Middle School	7:40 – 2:00		
Elementary Schools:	Early Opening School:	8:20 – 2:30	
	Late Opening School:	8:50 – 3:00	

1. On nine (9) Wednesdays, one each in the months September through May, that are designated by the Superintendent students at all schools will be dismissed one hundred and eighty (180) minutes earlier than the standard dismissal time for the applicable school, while teachers will remain at their schools until the normal end of their work day. Those one hundred and eighty (180) minutes will be used for professional development activities. The nine (9) Wednesdays will be referred to as “Wednesday professional development days.”

While it is recognized that the length of the student day is a prerogative of the Committee, it is the present intention to retain the above starting and dismissal times for this school year unless conditions otherwise necessitate. Prior to the institution of any change in the schedule of the student hours, the Superintendent will notify the President of the Lynnfield Teachers Association of the reasons and the need therefore, as well as the anticipated length of the change.

If any change in the student schedule calls for the working day for teachers longer than is presently in effect, or otherwise requires teachers to teach additional teaching periods over those currently in effect, then the parties will negotiate with respect to the length of such time and any compensation therefore. (The phrase “work day currently in effect” includes not only actual teaching time but other such time as the individual teacher is required to be in the building.)

Section D. The work year for teachers (other than new personnel who may be required to attend pre-school orientation sessions) shall be 182 ½ days. Teachers shall report the one and one half days before the first school day for students for professional development. Additionally, teachers shall participate in one (1) professional development day during the school year when students are not

present. The last day of school shall be a half day for students.

If the Friday before Labor Day is a school day, it will be an early release for teachers and students.

Section E. Teachers will have a duty-free lunch period of at least the length of a regular student lunch period.

Section F. Teacher participation in extra-curricular activities shall be voluntary and teachers will be compensated for participation in extra-curricular activities established by the Committee. Teachers will continue to be given the opportunity to enhance their professional contribution through voluntary participation in extra-curricular activities not established by Committee action.

Section G. REDUCTION IN FORCE

1. Normal attrition will be the method first used to reduce the number of teaching positions in the Lynnfield Public School System. That is, teachers who resign, retire, or who otherwise terminate their employment shall not be replaced. Also included in this paragraph are those teachers without professional status whose employment the Superintendent determines not to renew.
2. If it is not possible to reduce the staff by the above factors, reductions will first be made among those teachers in the Lynnfield Public School System without professional status provided there are teachers with professional status who are qualified to fill those positions, whether or not they are in the same classification.
3. If a reduction in staff results in the layoff of teacher with professional status the Superintendent shall determine which teacher with professional status in the classification units described below shall be reduced in the following order:
  - (1) Those teachers with professional status who have been determined not to be performing at a proficient level. If two or more teachers with professional status have been determined not to be performing at a proficient level, the superintendent/designee shall select from among these teachers, the teacher(s) to be laid off. The following factors shall be considered by the Superintendent/designee in determining who among these teachers is to be laid off:
    - (i) the qualifications of the teachers including:

- a. factors of job performance in the teacher's evaluation ratings;
- b. prior teaching experience in the department, classification or specialized position; and
- (ii) the best interests of students in the school or district.

Seniority shall only be used as a tie-breaker in personnel actions between or among teachers whose qualifications are no different.”

- (2) Where it can be demonstrated by the Superintendent that the junior employee within the classification is the only person who has the requisite qualifications to teach a course or provide a specialized service of a professional educational nature by reason of his or her academic background, training, or experience.

All such positions shall be identified prior to the implementation of this Agreement and new positions of a specialized nature will be so designated in the future. The particular requirement of such a designated position shall be clearly specified prior to the inception of a new course or program if it is not already described in the published qualifications of the staff positions. Such designation shall be subject to the grievance and arbitration provisions of this Agreement at the time they are made.

List of Specialized Positions

Teachers of Advanced Placement

US History  
 Biology  
 Calculus  
 Chemistry  
 English  
 French  
 Psychology  
 Statistics  
 Economics  
 Physics

- (3) If the number of teachers to be reduced has not been met by the application of (1) or (2) above, the superintendent/designee shall determine the remaining teachers will be laid off. The following factors shall be considered by the Superintendent/designee in determining which teachers are to be laid off.

- (i) the qualifications of the teachers including:

- a. factors of job performance in the teacher’s evaluation ratings;
  - b. prior teaching experience in the department, classification or specialized position; and
- (ii) the best interests of students in the school or district.

Seniority shall only be used as a tie-breaker in personnel actions between or among teachers whose qualifications are no different.”

- (4) A teacher identified as not performing at a satisfactory level will be notified in writing by his/her primary evaluator as early in the school year as possible, but no later than November 1st. Such notification shall not occur until the recommendation of the primary evaluator has been reviewed by the Administrative Leadership Team. Such notification will include an explanation of the evaluation process and a listing of the specific areas in which the teacher is considered deficient. The teacher may, at his/her election, submit a letter of rebuttal or explanation. Neither the notification nor the response, if any, will become part of the teacher’s permanent record at this time. Subsequent to the identification and notification of a teacher whose performance is less than satisfactory in the Lynnfield Public School System, continued supervision and evaluation of the teacher will be carried out by both his/her supervisor and at least one additional administrator appointed by the Superintendent. By May 1, the teacher’s performance will again be considered by the Superintendent with input from both the regular and appointed evaluators, along with the teacher’s written comments (if any). If after the second review the performance of the teacher is judged to be still less than satisfactory, that teacher will be placed in the unsatisfactory performance category set forth in subsection (1) above, and so notified in writing, and at this time all previous correspondence will become part of the individual’s personnel folder.

4. Each department and/or classification listed below shall constitute a separate unit for purposes of layoff:
- A. Elementary
    - (1) Grades K-6 and teachers of grades 7-8 teaching with an elementary certificate.
    - (2) Art (K-4)
    - (3) Guidance Psychologist (K-4)
    - (4) Physical Education (K-4)

- B. K-12
- (1) Library Media Specialist
  - (2) Special Needs
  - (3) Music
  - (4) Speech and Hearing Therapists
  - (5) Speech Language Pathologists ?

- C. 5-12
- (1) Physical Education
  - (2) Psychologist
  - (3) Art
  - (4) Health
  - (5) Computers

- D. Secondary (7-12)
- (1) English/Reading
  - (2) Science
  - (3) Mathematics (4)  
Social Studies (5)  
World Language

- E. Nurses

5. Any teacher who is laid off shall be considered to be on an involuntary leave of absence for the three (3) year period set forth in paragraph 9. If the employee is not recalled at the end of the three (3) year period, the Superintendent will then dismiss the employee pursuant to G.L. c. 71, Section 42.
6. Seniority means a teacher's continuous length of service in the Lynnfield Public School System in years, months, and days. Time spent on an unpaid leave of absence in excess of one year shall not be included in the calculation of seniority. Part-time teachers will earn seniority in proportion to the percent of a full-time teacher position (i.e. 60 percent teaching equals 60 percent seniority.) For non-unit employees who subsequently enter the bargaining unit, length of continuous service shall be defined for purposes of this section as length of continuous service in the bargaining unit.
7. Within sixty (60) days after the effective date of this Agreement, and annually thereafter, the Superintendent shall forward to the Association a Seniority List containing the names of the teachers with professional status in the bargaining unit. The List shall include date of hire, current classification, leave of absence (if applicable), areas of certification and degree status. Should the Association choose to challenge the accuracy of the Seniority List, written notice detailing the challenge shall be sent to

the Superintendent within twenty (20) school days of receipt of the Seniority List. Within ten (10) school days of receipt of the challenge, the Association's representative shall meet with the Superintendent to resolve the challenge. Challenges to the make-up of subsequent Seniority Lists may be made only to the extent of the change, if any, from the preceding Seniority List.

8. A teacher with professional status shall appear on the seniority list in only one department and/or classification. If a teacher teaches in more than one department and/or classification, he/she will be placed on the seniority list in the department and/or classification in which the majority of teaching time is spent.
9. Except for unforeseen circumstances, any teacher who is to be reduced pursuant to this section shall be notified of such reduction no later than May 15 of the school year preceding the school year in which the reduction is to take place.
10. Any teacher with professional status who accepts an involuntary leave of absence pursuant to this section shall be considered for recall for a period of three years to the position which he/she previously performed in the Lynnfield School System or a substantially similar position. If any opening occurs during that period, the teacher will be offered the opportunity to return to work in his/her department and/or classification on a last-out first-in basis, provided that the teacher continues to be certified and qualified to fill that position.
11. Recall notices will be sent to dismissed teachers by first-class mail to their last personal email address of record, with copies being emailed to the Lynnfield Teachers Association. A recalled teacher shall have fourteen (14) calendar days after the date of the email recall notice to accept that position. If the teacher either rejects the recall offer or fails to respond to the recall notice, his/her name shall be removed from the recall list and the position shall be offered to the next person, if any, on the recall list. A teacher, who was working full-time at the time of the teacher's lay off and who refuses to accept recall for a part-time position does not waive the right of the teacher to be recalled in the future.
12. To the extent permitted by General Laws, Chapter 32B, and the rules and regulations of the Town of Lynnfield, teachers shall be allowed to maintain insurance coverage by paying the full premium to the Town during the recall period.

Section H.

SALARY CONDITIONS

1. a. In order to be advanced to the next salary step, nurses must earn 15 C.E.U.'s every two (2) years.
- b. Nurses on maximum who have not complied with sub-section a. above shall not be moved to any new maximum salary caused by a negotiated salary schedule change until such credits are earned.
2. Credits may be accumulative.
3. Upon employment, one step given for 2 years or more of full-time military service.
4. Teachers and nurses will receive the following additional compensation for continuous service in Lynnfield:

	<u>Eff.</u> <u>9/1/2019</u>	<u>Eff.</u> <u>9/1/2020</u>	<u>Eff.</u> <u>9/1/2021</u>
10 years -	\$789	\$804	\$825
15 years -	\$1,075	\$1,097	\$1,124
20 years -	\$1,398	\$1,426	\$1,462
25 years -	\$1,864	\$1,901	\$1,949
30 years-	\$2,510	\$2,560	\$2,624

The above payments for continuous service will be paid in a lump sum on December 1 of each year or on the immediately preceding pay day.

Leave of absence would not break the service although no credit would be given for the absence.

A teacher or nurse who terminates his/her service to the Lynnfield Public Schools at the end of the school year will, within thirty (30) days of the last day of school, receive a one-time payment consistent with his/her number of years of service.

5. Approval of courses to be studied must be obtained from the Superintendent, and evidence of courses completed with satisfactory grades must be submitted to the Superintendent upon completion of course.



6. All degrees and course credits, to be recognized for salary purposes, shall be earned from a college or university listed by the New England Association of Colleges and Secondary Schools, or one of its equivalent associations in another part of the country. This provision shall apply to:
  - (a) Placement on the salary schedule of teachers beginning service in Lynnfield.
  - (b) Advancement on the degree schedule of teachers currently in the employ of the Lynnfield School System.

The Superintendent reserves the right to make exceptions to those degrees and course credit requirements.

Notwithstanding the above paragraph, the District may offer professional development courses which will specify a number of graduate credits that can be applied for advancement on the Lynnfield salary schedule.

7. A teacher may record a change of degree status for a salary increase as of September 1, provided notification is given by the preceding November 15 that a change of degree is anticipated and subject to written verification from the college or university that all degree requirements have been met. This includes the B+15, M, M+15, M+30, CAGS, and Doctors' levels, provided notification is given by the preceding November 15 that a change in level is anticipated.
8. Consistent with other course credit requirements, courses taken at a college or university in a teacher's academic discipline or field of study may be applied toward the B+15 level without being part of a Master's Degree program.
9. A teacher with a Masters plus forty- five (45) hours will be paid at the CAGS/2 Masters column provided that:
  1. in determining whether a teacher or nurse has the requisite 45 hours (beyond a Masters Degree) only hours (course credits) earned from a college or university listed by the New England Association of Colleges and Secondary Schools, or one of its equivalent associations in another part of the country and professional development graduate credits offered by Lynnfield will be counted. In particular, in-service

credits (whether earned before or after 1996) may not be counted toward the requisite 45 hours in order for a course taken after September 1, 1999 to count toward the requisite 45 hours.

2. in order for a course taken after September 1, 1999 to count toward the requisite 45 hours, teachers or nurses must obtain written certification from the Superintendent (prior to enrolling in the course) that the course would have relevance to the teacher's or nurse's work responsibilities.
10. A teacher or nurse who has served in an extracurricular position as a coach (athletic or non-athletic) or advisor for ten (10) or more consecutive years will receive a bonus in the amount of two percent (2%) of the stipend that he/she receives annually for such extracurricular position(s)

Section I. The parties agree to establish a joint labor-management committee to study issues related to health and safety. The committee will meet on an "as needed" basis as requested by either party.

Section J. SCHOOL HOURS FOR TEACHERS

High School – Teachers must be on duty, ready to receive their students, at the opening of school and shall normally remain on duty for eighteen (18) minutes after the student dismissal time, provided that teachers will not have to remain on duty on Fridays unless a student requests extra help on that day.

Middle School – Teachers must be on duty, ready to receive their students, ten (10) minutes before the opening of school and shall normally remain on duty for twenty-five (25) minutes after the student dismissal time, provided that teachers will not have to remain on duty of Fridays unless a student requests extra help on that day.

Elementary Schools – Teachers shall be on duty for a total of thirty- five (35) minutes before and/or after the student day is their schools, provided that teachers will not have to remain on duty on Fridays unless a student requests extra help on that day.

Full time teachers are also expected, as part of their regular duties, to participate in faculty meetings, parent-teacher meetings and conferences and other professional activities in accord with past practice in the Lynnfield School System.

Part time teachers will only be required to attend meetings that immediately precede or follow their work day, except for parent teacher conferences and open houses.

Teachers with teaching assignments in two schools will attend open houses for parents in both schools. High school teachers are encouraged to attend both the PTO open house and the annual orientation curriculum evening for parents of students in grades 7 and 8.

Teachers will plan their group meetings or personal needs at such times as to prevent conflicts with the requirements heretofore stated. If, however, an emergency arises and a teacher wishes to leave at an earlier hour than has been determined by the regulation, the individual is to seek permission from his or her principal.

Regular elementary classroom teachers are not required to be present in the classroom during specialist instruction periods. This time will be used by classroom teachers for duty-free teacher preparation.

The specialist instruction periods shall be such that duty free preparation time for classroom teachers is entirely covered.

Section K. Preschool

The work day and evening expectations (i.e. open house/curriculum night) for preschool teachers working a full day will mirror those of elementary teachers.

FTE assignments for preschool teachers also will be calculated in a similar manner to other teachers in the district factoring in planning time and lunch. For example, if a preschool session is of a length of time similar to the .7 kindergarten position, the preschool teacher will be contracted as a .7 FTE.

Section M. ASSIGNMENT OF NON-TEACHING DUTIES

The Principal will assign non-teaching duties on an equitable basis.

Section N. ASSIGNMENTS AND TRANSFERS

Teachers with one year or more experience in the school system will under

normal circumstances be notified in writing of any changes in the school to which they will be assigned, the grades and/or subjects they will teach not later than the last school day of the school year that precedes the school year in which the change will be effective.

Teachers shall not be required to teach outside of the limits of their area of certification.

Within five (5) days after the school budget for the succeeding school year has been voted by the Town Meeting, the Superintendent will post a notice on the bulletin board at each school and send a copy of the notice to the Association. Additionally, the Superintendent will provide each member of the staff with a copy of the notice. The notice will list positions that need to be filled for the succeeding school year. Teachers may apply for those positions in conformity with Section 2. below.

In cases of involuntary transfer, the teacher involved will be entitled to meet with the Superintendent to discuss the implications of the transfer and the teacher's preferences in that regard.

The Superintendent will notify all staff via LPSALL email and Connect Ed. of any vacancies or anticipated vacancies in teaching positions. Teachers may apply for those positions in conformity with Section 2, below.

### VACANCIES

1. All vacancies shall be posted on the bulletin board in each school within ten (10) calendar days of the establishing of the vacant position and a copy of the notice shall be sent to the Association.
2. All teachers covered by this agreement shall be given ten (10) calendar days after posting and notification to the Association to make written application for such vacancies.

Such application shall be acknowledged in writing by the Superintendent or his/her designee.

3. Any teacher who is denied an opportunity to fill a vacancy as described above shall be given a written explanation, if requested, with a copy to the Association, of the reasons of the denial.

Section O.

### ELEMENTARY AND MIDDLE SCHOOL PARENT CONFERENCES

Each school year, a parent conference day shall be scheduled on different days of the week in two (2) consecutive weeks at the Elementary

and Middle schools. The two (2) parent conference days will take place during early release afternoons. One conference day schedule will be 2:00 p.m. to 7:00 p.m. and the other conference day schedule will be 12:30 p.m. to 5:30 p.m.

The conferences held in the evening shall not extend the number of teaching working hours beyond those of the normal school hours for teachers.

The afternoon of the day of the evening conference shall also be a released afternoon and the teachers shall be free to leave the school building for the interim between the release of the students and the commencement of the evening conferences.

The night conferences and the “Back-to-School Night” shall be the only required evening meetings for middle school teachers during the term of this agreement.

#### Section P.

#### TUITION REIMBURSEMENT

The Committee will provide reimbursement for tuition for graduate and undergraduate level courses taken by a teacher, subject to the following limitations:

- 1.) The course must be approved in advance by the Superintendent. Request for approval must be made in writing in advance of the start of the course on an application form supplied by the Superintendent.
  - a) The course must be offered for credit at an accredited college or university.
  - b) The course must be in the teacher’s certification area, or in another certification area in which the teacher is seeking certification, or in an academic discipline in which the teacher is currently teaching.
- 2.) The total reimbursement by the Committee for any contract year (September 1 – August 31) shall not exceed \$25,000.
- 3.) The pool of money available each year shall be divided with 30% available for the fall semester, 30% available for the spring semester, and 40% available for the summer semester.

The deadlines for submission of applications for tuition reimbursement shall be August 15 for the fall semester, December 15 for the spring semester, and April 15 for the summer semester.

Reimbursement shall be up to one-half of the cost of a three (3) credit

course at Salem State College. The teacher will be required to indicate on the application form the tuition cost for which she/he is seeking reimbursement. (Under no circumstance will a teacher be reimbursed for any tuition costs that are not specified on the application form.) In the event the pool of money for a particular semester is inadequate to pay all of the staff members requesting reimbursement, there shall be a lottery to determine which staff members receive reimbursement.

Any remaining funds from the fall semester shall be applied to the spring semester. The same shall apply from the spring to the summer semester.

- 4) The teacher shall pay the entire tuition cost of approved courses. Reimbursement shall be provided under the following conditions:
  - a) The teacher will not be eligible for reimbursement unless she/he has received a grade of B or better in the course.
  - b) A receipted copy of the bill for tuition must be submitted to the Superintendent as well as a copy of the teacher's transcript demonstrating the course grade.
  - c) Within sixty (60) days of the Superintendent's receipt of the bill and transcript, reimbursement shall be provided to the teacher.

Section Q.                    TRAFFIC DUTY

The principal at each elementary school will annually select, from those teachers who volunteer, a teacher or teachers to perform traffic responsibilities before and after school. If one teacher is selected to perform those responsibilities both before and after school, he/she will be paid, annually, one thousand five hundred dollars (\$1,500.00) for the performance of those responsibilities. If the responsibilities are divided between two teachers, each teacher will be paid, annually, seven hundred and fifty dollars (\$750.00). (The stipend shall be paid on a bi-weekly basis.) The Committee agrees that teachers selected for traffic responsibilities will be provided training related to those responsibilities. It is understood that the performance of traffic responsibilities shall not be considered an assigned duty.

Section R.                    TECHNOLOGY

Middle and high school classroom teachers are expected to use the district's communication network to post assignments on either a daily, weekly or

monthly basis, provided that, but the end of the contractual day, the homework assignments for that night (or weekend) are available on the teacher's web page.

Further, both parties recognize the importance of professional development opportunities for any technology initiative the District introduces. No teacher will be evaluated on the implementation of technology expectations for which he/she has not be thoroughly trained.

Section S. DEPARTMENT HEADS

Department Heads will have a reduced teaching load to accommodate their participation in the evaluation process (as Supervisory Evaluators) and other departmental responsibilities. The Administration will schedule the teaching load of each department head based upon the needs of the applicable department.

ARTICLE V

LEAVES

SABBATICAL LEAVE

Section A. 1. Any teacher who has served in the Lynnfield Public Schools for a period of at least seven years may, on the recommendation of the Superintendent of Schools, be granted sabbatical leave of absence not exceeding one year for the following purposes, provided that the subject of the sabbatical leave is in a field which relates to the teacher's area of endeavor in the Lynnfield Public Schools:

A. Approved Study

By approved study is meant:

1. Study made possible through a foundation grant.
2. Graduate study at an accredited institution.
3. Study made possible through a government grant, dealing specifically with public school education.

B. Approved Research

By approved research is meant:

1. Research carried on under the aegis of a university.

2. Research carried on under an agency of a learned society.
2. A teacher on sabbatical leave shall receive a salary equal to one- half of the annual salary to which he would have been entitled had he remained in the school system that year.
3. Written requests for sabbatical leave should be made on or before March 1 of the school year previous to the school year for which the sabbatical leave is requested.
4. Before beginning the sabbatical leave, the teacher shall enter into a written contract with the Superintendent to return to active services in the Lynnfield Public Schools for a period of at least two years after the expiration of such leave. A teacher who does not perform this agreement shall repay the town for salary received during leave at the rate of one-half the amount granted for each of the two years he may fail to serve as a teacher in the Lynnfield schools; provided, however, that the teacher shall be released from such payment if his failure to serve the two years as stipulated be due to his illness, disability, or death, or if he be discharged from his position by the Committee.
5. In no event shall more than two members of the total professional staff be granted a sabbatical leave during any one school year, and in the event of a conflict of requests the Superintendent shall determine who will be granted a sabbatical leave in light of all the facts.
6. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he would have attained had he remained in the school system.

### LEAVE OF ABSENCE

- Section B.
1. Except as more specifically provided below for requests for maternity leave, leaves of absence without pay for a period up to one year, with the possibility of a one year extension, may be granted at the discretion of the Superintendent to teachers with professional status in the Lynnfield Public Schools, for the following reasons:
    - a. approved study;
    - b. exchange with teacher in another school system;
    - c. service for or in the armed forces of the United States or services with a governmental agency in a capacity related to his



teaching endeavor;

- d. health (a member's personal health because of continuing illness or effects of accident which extends beyond the period of sick-leave available to him);
- e. child care leave: such leave shall continue until the beginning of the following school year, or to the beginning of the second school year following the school year in which the leave was granted should the pregnancy terminate after June 30; provided that the Committee has discretion to extend child care leave for a maximum of one year, it being understood that no further extensions shall be granted. Should an appropriate opening occur during the school year, the Superintendent shall advise persons on a child care leave of their eligibility to work at that time.

In all cases involving leaves granted pursuant to d. and e. above, appropriate medical evidence of fitness will be required prior to return from such leave.

A teacher on child care leave must notify the Superintendent in writing on or before February 1<sup>st</sup> of her intention to return the following September.

- f. alternative career exploration
- g. other leaves as may be approved by the Committee

Leaves of absence will normally be one school year in length commencing on September 1. Leave requests will be submitted in writing by February 1, for leaves commencing the following September; it is understood that this may not always be possible in the case of leave for health or maternity reasons. Notification of intent to return the following September must be submitted in writing to the Superintendent prior to the preceding February 1. Failure to do so will result in forfeiture of tenure rights. Written reminder of expiration of the leave will be sent by the Superintendent on or before January 6.

A teacher returning from leave of absence for any of the above reasons, with the exception of health (d. above), child care (e. above), career exploration (f. above), and other leave (g. above) shall be placed on the step of the salary scale he or she would have attained if remaining in the school system. Also, if possible, on return from leave of absence a teacher will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to the most substantially equivalent position that is then available.

Section C. 1. Pursuant to Chapter 149, Section 105D of the Massachusetts General Laws, a teacher or nurse who has been employed by the Lynnfield Public

Schools as a full-time employee for at least three (3) consecutive months shall be eligible for parental leave of up to eight (8) consecutive weeks provided that s/he gives at least two (2) weeks' notice to her employer of her/his anticipated date of departure and intention to return.

Pursuant to the Family and Medical Leave Act (FMLA) a teacher or nurse who has been employed for at least twelve (12) months is entitled to twelve weeks of leave per school year, for specified purposes, among which are: for the birth of a son or daughter, and to care for the newborn child; and for placement with the teacher or nurse of a son or daughter for adoption or foster care. The Lynnfield Public Schools will administer such leave in conformity with Section 105D and the FMLA, and the regulations issued pursuant to those statutes. Except to the extent covered by sick leave, leave under either of those statutes shall be without pay. A non-birth parent may use five accumulated sick leave days upon the birth or receipt of a child.

A teacher or nurse who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days the teacher is disabled and unable to work. The Superintendent may require a teacher to submit medical evidence verifying the disability.

2. This leave may be extended by mutual agreement between the teacher or nurse and the Superintendent in order that a teacher or nurse may return at an appropriate time in consideration of the students' program (s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period).
3. Child Rearing Leave - In the event a teacher or nurse desires a leave longer than the period provided by statute, the procedure set forth in Section B. 1. e., shall be followed.

Section D.

In order to provide an incentive to reduce absence from work during the school year, the Committee will pay the following bonus, payable on or before June 30 of each school year, to teachers whose total days of absence due to sick and personal leave have not exceeded the following during that school year:

<u>Days</u>	<u>Bonus</u>
0	\$274
1	\$219
2	\$164
3	\$110
4	\$ 55

The Committee shall not be obligated to expend more than twelve thousand dollars (\$12,000) in a given school year pursuant to this Plan. In the event that this amount is insufficient to satisfy the total amount of bonus due to teachers for a given school year, and the Committee decides not to exceed this amount, teachers will receive partial payment on a pro rata basis.

Section E.

SICK LEAVE

In case of personal illness or accident, teachers who are regularly employed shall be allowed absences during the school year without loss of pay as follows:

Sick leave without loss of pay for 15 school days per year, accumulative to 195 days. One-half of any days accumulated beyond 195 days, rounded upward to the next full day, shall be credited for the sole purpose of use in connection with the provisions of Article IV, Section B. 3 of this Agreement. However, in the first year of employment of teachers and nurses sick leave will be earned on a bi yearly basis, at the rate of seven (7) days on the first day of the school year and eight (8) additional days on the 92<sup>nd</sup> day of the school year.

The Superintendent of Schools may require a certificate from a registered physician in cases of illness or accident, which certificate shall state the cause of absence, and that in the opinion of the physician absence from duty was necessary. Such certificate shall be submitted in all absences in excess of five work days. The Superintendent may require a teacher be examined by a physician chosen and paid for by the Committee.

Each teacher will be entitled to use up to ten (10) days of sick leave each year for emergency care of sick children, parents, spouses and household members who are listed on the annual census in the city or town in which they reside.

Section F. SICK LEAVE BANK

Sick Leave Bank has been established for use by eligible members whose sick leave accumulation is exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

1. A Sick Bank will be administered by the Control Board consisting of:
  - a. Two representatives designated by the Association.
  - b. Two representatives designated by the Committee.
2. To initially join the Sick Bank, a member must have professional status and must have accumulated at least 20 sick leave days prior to the beginning of the school year.
3. Membership shall continue from year to year unless a member chooses, in writing, to withdraw from the Sick Bank prior to the end of the first four weeks after the first day of any school year.
4. Each member will donate one day of his sick leave annually to the Sick Bank; provided that, effective September 1, 1991, only each new teacher and a teacher joining the Bank for the first time shall donate one day from his sick leave to the Sick Bank. However, whenever the number of days in the Sick Bank is reduced to less than one hundred (100) days, each member shall be required to contribute an additional day.
5. If a member's sick leave has been exhausted, he may apply for permission to draw on the Sick Bank.
6. Any sick leave granted under the provisions of this Article shall expire at the end of the school year. Unused sick bank days shall be carried over to the next school year. The maximum number of days in the Sick Bank shall not exceed three hundred (300) days.
7. The initial grant of sick leave by the Control Board shall not exceed thirty (30) days. Upon completion of the thirty day period, additional entitlement may be extended by the Control Board upon demonstration of need by the applicant.
8. Subject to the foregoing requirements, the Sick Leave Bank Control Board will determine the eligibility for use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Board in administering the Bank and determining the amount of the leave:

- a. Any supportive medical information, other than the member's own doctor, which may be required by the Control Board.
- b. Prior utilization of eligible sick leave.
- c. Length of service in the Lynnfield Public School System.

Application shall be made in writing.

The decision of the Control Board with respect to eligibility and entitlement shall be final and binding and not subject to appeal, or to grievance and arbitration as set forth in Article III.

9. All members absentee records will be made available to the Control Board upon request.
10. Upon return from extended sick leave during which benefits were received through the Sick Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other members.

Section G OTHER ABSENCES AUTHORIZED WITHOUT SALARY DEDUCTIONS

1. Death in the immediate family. In case of death in the immediate family, a person may be absent for up to five (5) school days within the seven (7) calendar day period that commences with the day of death (if taken as one of the five (5) days) or the day following the day of death, without salary deduction. Immediate family is defined as parent, spouse, child, sibling, in-law, member of the teacher's household listed in the annual census in the city or town in which they reside or other relationship determined by the Superintendent of Schools. In the case of the death of a grandparent or grandchild, a person may be absent for up to two (2) days without salary deduction. In the case of an aunt, uncle, niece or nephew, a person may be absent one day without salary deduction for the purpose of attending the funeral or service. When warranted by the circumstances, the Superintendent may approve the application of authorized personal days for this purpose without salary loss.
2. Compliance with the requirements of a court. No deduction of salary shall be made where a person actually attends court under subpoena as a witness in a case to which he is not a party.

3. Quarantine established by the local Commissioner of Public Health. No deductions of salary shall be made for absence due to quarantine established by the Commissioner of Public Health. In all such cases the notice of quarantine served by the Commissioner of Public Health must be submitted, with the application for exemption, and satisfactory proof of the beginning and closing of the quarantine period must be furnished.
4. Teachers required to perform jury duty shall receive leave with pay for the duration of such duty as follows: . Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursement, and the teacher's regular pay, including all or any part of compensation for stipendiary positions held at the time of such jury duty.
5. With the approval of the building Principal and the Superintendent, teachers are allowed one day during the school year to visit another classroom within the system or another school system.
6. Unusual circumstances. The Superintendent, with the approval of the School Committee, may exempt teachers from salary deductions for situations involving unusual circumstances.

A teacher elected to serve with professional status, absent on the first day of a school year due to a personal illness or illness in the immediate family, or to accident, as hereinbefore defined shall be deemed, notwithstanding such absence, to be regularly employed and eligible for the benefits of this section. A teacher without professional status shall not be eligible for said benefits until actual service has been rendered in that year.

With the approval of the Superintendent, teachers may be granted two days' absence during the school year, without loss of salary or sick leave, for the following reasons: imperative religious, legal, or personal obligations which cannot be conducted other than during a school day. The procedure for requesting personal days is as follows:

- a. The teacher shall submit the request form provided to the Superintendent. Normally this should be submitted at least five working days in advance of need. A duplicate copy shall be given to the principal.
- b. The Superintendent may waive any of the above requirements in the event of unusual circumstances.

- c. The Superintendent will not approve a request for a leave on the scheduled one-half (1/2) day of professional development unless there are extenuating circumstances.
- d. In the event a teacher has an unused personal day at the end of the school year that day will be added to the teacher's sick leave.

Section H. MARRIAGE

It is the practice of the Superintendent not to approve leave for marriage during the school year except under unusually extenuating circumstances. Any leave granted for this purpose will be without pay and should be processed through the Superintendent of Schools well in advance of the establishment of marriage plans.

ARTICLE VI

DEDUCTIONS

Section A. Dues

In accordance with the provisions of the General Laws, the Committee agrees to deduct from the salaries of its employees dues for the Lynnfield Teachers' Association – Massachusetts Teachers' Association or the National Education Association or both as said employees individually and voluntarily authorize the Committee to deduct, and to transmit the money promptly to the Lynnfield Teachers' Association. Employee authorization will be in writing.

The form and format will be mutually agreed upon by the Superintendent and the Treasurer of the Association.

Section B. Credit Union

The School Committee agrees to deduct from the salaries of its employees payment to credit unions, to tax sheltered annuities, and to United States Savings Bonds. Enrollment periods for such deductions shall be established on a semi-annual basis.

ARTICLE VII

GENERAL PROVISIONS

Section A. There will be no reprisals of any kind taken against any teacher or nurse by reason of his membership in the Association or participation in its activities.

- Section B. Preparation for negotiations, investigations of grievances and participation in grievance meetings or hearings shall not be allowed during regular school hours without approval by the Superintendent of Schools.
- Section C. A copy of the agenda of scheduled Committee meetings will be mailed to the Association at least twenty-four (24) hours prior to said meeting. As soon as possible after such meetings, the Association will be provided with a copy of minutes and all printed materials distributed to the Committee except such materials which relate to personnel or are otherwise confidential. This Section C. shall not apply to meetings of the Committee in executive session.
- Section D. A copy of this Agreement will be posted on the district website.
- Section E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- Section F. The Agreement includes all of the agreements reached by the parties respecting matters pertaining to the wages, hours and other conditions of employment of employees which either the Committee or the Association proposed as the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate concerning any matter affecting wages, hours and other conditions of employment whether or not such matter is covered by this Agreement.
- Section G. The parties agree that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.
- Section H. The Association agrees that it will not cause, condone, sanction, induce or take part in any strike, walkout, slow-down, work stoppage or withholding of services by employees of the Committee.



- Section I.
  1. No teacher with professional status covered by this Agreement shall be dismissed, demoted, or reduced in salary except in accordance with the provisions of Massachusetts General Laws, Chapter 71, Sections 42, and 43, which are hereby incorporated by reference and made part hereof. No claim that the dismissal, demotion, or reduction in salary of any teacher with professional status covered by this Agreement is in violation of the said statutory provisions shall be subject to the grievance and arbitration provisions of this Agreement.
  2. In conformity with the law, the Superintendent shall possess the exclusive discretion over the employment, and retention or non-retention of the service, of any teacher without professional status covered by this Agreement. Any exercise of said discretion shall not be subject to the grievance and arbitration provisions of this Agreement.
  3. Except for matter covered by the provisions of Paragraphs 1 and 2 of this section, no employee will be disciplined, suspended, or denied increment increases without just cause.
  
- Section J. The Committee will support the adoption by the Town of a pre-tax deduction for insurance payments and a “Cafeteria Plan” for Town employees. In addition, the parties will form a subcommittee to study and make recommendations concerning working conditions of part-time teachers and teachers assigned to more than one school.
  
- Section K. The Committee recognizes the Town’s obligation to provide health insurance coverage for members of the bargaining unit and to contribute toward the premium expense of that coverage in accordance with M.G.L. c.32B.

ARTICLE VIII

TEACHER EVALUATION

- Section A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.
  1. Teachers will have the right, upon written request, to review the contents of their personnel file in the presence of a member of the administration. A teacher will be entitled to have a representative of the Association accompany him during such review.
  
- Section B. No material derogatory to a teacher’s conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreements with the

contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

Section C. The Association recognizes the authority and responsibility of the Principal and Superintendent for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined, the teacher will be notified of the nature of the meeting with sufficient time to have a representative of the Association present at the meeting.

Section D. The Committee agrees that the Evaluation process adopted by the Committee on the date of execution of this agreement shall remain the policy of the Committee for the term of this Agreement. "Procedure for Evaluation of Teachers" attached as "A".

Section E The parties agree to form a joint labor management committee to review the timelines and The protocols in the teacher evaluation process. The parties will negotiate over any and all Matters of collective bargaining, if any, that arise from the committee's Review.

#### ARTICLE IX DURATION

Section A. This Agreement will be effective as of August 24, 2019, and will continue and remain in full force and effect until August 23, 2022 and for successive yearly periods unless either party notifies the other by written notice prior to October 1, 2021 (or any subsequent October 1 during the term of this Agreement) of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement. If such notice is given, the parties shall enter into negotiations by October 1 for a successor agreement to take effect August 24, 2022.

Section B. The provisions of Article IV, Section B.1. and of Appendix A will remain in full force and effect until August 24, 2022.

**APPENDIX A**

<b>AUGUST 24, 2019 (2% Increase)</b>							
<b>Step</b>	<b>Bachelors</b>	<b>Bachelors + 15 Hours</b>	<b>Masters</b>	<b>Masters + 15 Hours</b>	<b>Masters + 30 Hours</b>	<b>CAGS 2 Masters</b>	<b>Doctors</b>
1	\$53,059	\$54,706	\$56,582	\$58,229	\$60,572	\$62,214	\$64,331
2	\$55,415	\$57,054	\$58,937	\$60,572	\$62,920	\$64,567	\$66,674
3	\$57,759	\$59,401	\$61,272	\$62,920	\$65,277	\$66,911	\$69,027
4	\$60,572	\$62,214	\$64,090	\$65,742	\$68,088	\$69,718	\$71,841
5	\$63,627	\$65,277	\$66,911	\$68,554	\$71,134	\$72,782	\$74,889
6	\$67,144	\$68,790	\$70,434	\$72,076	\$74,424	\$76,061	\$78,180
7	\$70,666	\$72,315	\$73,950	\$75,600	\$77,947	\$79,591	\$81,704
8	\$75,126	\$76,775	\$77,714	\$79,357	\$81,704	\$83,584	\$85,693
9	\$77,756	\$79,463	\$81,470	\$83,116	\$85,456	\$87,102	\$89,210
10	\$79,115	\$80,853	\$85,929	\$87,565	\$89,919	\$91,572	\$93,680
11	\$80,477	\$821,245	\$88,938	\$90,629	\$93,069	\$94,775	\$96,957

<b>AUGUST 24, 2020 (2% Increase)</b>							
<b>Step</b>	<b>Bachelors</b>	<b>Bachelors + 15 Hours</b>	<b>Masters</b>	<b>Masters + 15 Hours</b>	<b>Masters + 30 Hours</b>	<b>CAGS 2 Masters</b>	<b>Doctors</b>
1	\$54,121	\$55,800	\$57,714	\$59,393	\$61,783	\$63,458	\$65,618
2	\$56,523	\$58,195	\$60,115	\$61,783	\$64,178	\$65,858	\$68,008
3	\$58,914	\$60,589	\$62,498	\$64,178	\$66,582	\$68,249	\$70,408
4	\$61,783	\$63,458	\$65,371	\$67,057	\$69,450	\$71,123	\$73,277
5	\$64,899	\$66,582	\$68,249	\$69,925	\$72,556	\$74,238	\$76,387
6	\$68,486	\$70,166	\$71,843	\$73,518	\$75,913	\$77,583	\$79,744
7	\$72,079	\$73,761	\$75,429	\$77,112	\$79,506	\$81,182	\$83,338
8	\$76,629	\$78,311	\$79,268	\$80,944	\$83,338	\$85,256	\$87,407
9	\$79,311	\$81,052	\$83,100	\$84,778	\$87,165	\$88,844	\$90,994
10	\$80,698	\$82,470	\$87,647	\$89,316	\$91,718	\$93,403	\$95,553
11	\$82,087	\$83,890	\$90,717	\$92,442	\$94,930	\$96,671	\$98,896

<b>AUGUST 24, 2021 (2.5% Increase)</b>							
<b>Step</b>	<b>Bachelors</b>	<b>Bachelors + 15 Hours</b>	<b>Masters</b>	<b>Masters + 15 Hours</b>	<b>Masters + 30 Hours</b>	<b>CAGS 2 Masters</b>	<b>Doctors</b>
1	\$55,474	\$57,195	\$59,157	\$60,878	\$63,328	\$65,045	\$67,258
2	\$57,936	\$59,650	\$61,618	\$63,328	\$65,783	\$67,505	\$69,708
3	\$60,387	\$62,103	\$64,060	\$65,783	\$68,247	\$69,955	\$72,168
4	\$63,328	\$65,045	\$67,006	\$68,733	\$71,186	\$72,901	\$75,109
5	\$66,522	\$68,247	\$69,955	\$71,673	\$74,370	\$76,094	\$78,297
6	\$70,199	\$71,920	\$73,629	\$75,356	\$77,811	\$79,522	\$81,737
7	\$73,881	\$75,605	\$77,315	\$79,040	\$81,494	\$83,212	\$85,422
8	\$78,544	\$80,269	\$81,250	\$82,968	\$85,422	\$87,387	\$89,592
9	\$81,294	\$83,079	\$85,177	\$86,897	\$89,344	\$91,065	\$93,269
10	\$82,715	\$84,532	\$89,839	\$91,549	\$94,010	\$95,738	\$97,942
11	\$84,139	\$85,987	\$92,985	\$94,753	\$97,304	\$99,088	\$101,369

APPENDIX B

<b>Supplemental Salaries 2019-22</b>	<b>2019-2020 2%</b>	<b>2020-2021 2%</b>	<b>2021-2022 2.5%</b>
Department Heads including Guidance and Counseling (9-12)	\$8,236	\$8,041	\$8,611
Coordinators: Art, Health, Music, PE, World Lang (5-8, 9-12)	\$4,591	\$4,683	\$4,800
Nurse Coordinator	\$4,591	\$4,683	\$4,800
Mentor Teacher	\$1,470	\$1,499	\$1,537
Teacher Coach	\$2,209	\$2,253	\$2,309
Specialists			
Music Specialists	\$3,174	\$3,238	\$3,319
Elementary Art	\$1,640	\$1,673	\$1,715
Elementary PE	\$1,640	\$1,673	\$1,715
Advisors			
High School			
Year Book	\$4,416	\$4,504	\$4,617
Newspaper	\$3,431	\$3,500	\$3,588
Student Council	\$2,930	\$2,988	\$3,063
National Honor Society	\$2,297	\$2,343	\$2,401
Debating	\$2,749	\$2,804	\$2,874
Math Team	\$2,202	\$2,246	\$2,303
Key Club	\$822	\$838	\$859
Mock Trial	\$2,749	\$2,804	\$2,874
Freshman Class	\$1,787	\$1,823	\$1,868
Sophomore Class	\$1,787	\$1,823	\$1,868
Junior Class	\$2,206	\$2,250	\$2,306
Senior Class	\$3,712	\$3,786	\$3,880
Music			
Choral	\$3,282	\$3,348	\$3,431
Instrumental	\$3,282	\$3,348	\$3,431
Annual Musical Production			
Musical Director	\$1,641	\$1,674	\$1,716
Theatrical Director	\$2,981	\$3,041	\$3,117
Scenery/Lighting	\$1,271	\$1,296	\$1,329
Drama			
Director	\$4,959	\$5,059	\$5,185
Scenery/Lighting	\$1,655	\$1,688	\$1,731
Middle School			
Year Book	\$2,063	\$2,104	\$2,157
Newspaper	\$1,807	\$1,843	\$1,889
Student Council	\$1,938	\$1,976	\$2,026
Convener	\$2,209	\$2,253	\$2,309
Mock Trial	\$2,749	\$2,804	\$2,874
Math Team	\$2,005	\$2,045	\$2,096
Musical Director	\$1,695	\$1,729	\$1,772

Drama			
Director	\$3,873	\$3,951	\$4,049
Theater-Art	\$498	\$508	\$520
Theater - Ind. Art	\$498	\$508	\$520
Theater Lighting	\$248	\$253	\$260
Elementary Assistant to the Principal	\$3,000	\$3,060	\$3,137
Elementary Student Council	\$1,027	\$1,048	\$1,074
Best Buddies	\$1,255	\$1,280	\$1,312

**Miscellaneous**

**Curriculum Development**

The Lynnfield Public Schools will pay teachers at the rate of \$25/hour for curriculum development. Work authorized in advance in writing by the school principal.

**Tutoring:** \$35/hour; effective August 24, 2021 \$40.00/hour

**In-Service Work:** \$35/hour; effective August 24, 2021 \$40.00/hour

\* Includes five (5) days beyond regular school year

\*\* Guidance counselors at the high school will be required to work ten (10) days beyond the school year. All psychologists will work two and half (2.5) days beyond the regular school year. Middle School guidance counselors will work an addition five (5) days beyond the school year. Compensation for such work shall be at the individual's per diem rate of pay (salary X 1/184).

\*\*\* Specialists employed on or after September 1, 1981 shall not receive a supplemental salary.

\*\*\*\* Advisors once appointed, will continue with that class until graduation.

\*\*\*\*\* Elementary music specialists will continue to receive a stipend contingent upon the performance of additional duties that will be specified in writing by the Superintendent.

\*\*\*\*\* The Special Education Evaluation Chairperson is required to work ten (10) days beyond the regular school year. Compensation for that work shall be at the individual's per diem rate of pay (salary X 1/184).

\*\*\*\*\* The Nurse Coordinator will receive three (3) additional days of pay to prepare for the summer programing and training for the bus drivers during the month of August. Compensation for those days will be at the individual's per diem rate of pay (salary divided by 182.5).

<b><u>Athletic Coaching Salaries</u></b>	2019-2020 (2%)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Football					
Head	\$9,931	\$10,874	\$11,910	\$13,041	\$14,280
Assistant	\$6,950	\$7,536	\$8,254	\$9,041	\$9,898
Freshman	\$3,973	\$4,353	\$4,763	\$5,219	\$5,714
All Sports Listed Below					
Head	\$6,079	\$6,661	\$7,288	\$7,981	\$8,739
Assistant	\$4,253	\$4,658	\$5,103	\$5,588	\$6,117
Freshman	\$2,430	\$2,664	\$2,915	\$3,193	\$3,497
Basketball (B&G)					
Ice Hockey					
Wrestling					
Winter Track (B&G)					
Spring Track (B&G)					
Field Hockey					
Soccer (B&G)					
Volleyball					
Baseball					
Softball!					
Lacrosse					
Swimming					
Cross Country	\$4,294	\$4,667	\$5,073	\$5,512	\$5,993
Tennis (B&G)	\$4,294	\$4,667	\$5,073	\$5,512	\$5,993
Golf	\$3,260	\$3,602	\$3,980	\$4,397	\$4,857
Trainer	\$18,370	\$19,595	\$20,819	\$22,044	\$23,268
Cheerleading - FB	\$1,896	\$2,094	\$2,313	\$2,557	\$2,825
Cheerleading - B	\$1,896	\$2,094	\$2,313	\$2,557	\$2,825
Intramurals (LCS)	\$991	\$1,089	\$1,193	\$1,304	\$1,422

The trainer shall maintain appropriate certifications at the trainer's own expense.

<b>Athletic Coaching Salaries</b>	2020-2021 (2%)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Football					
Head	\$10,130	\$11,092	\$12,148	\$13,301	\$14,565
Assistant	\$7,089	\$7,687	\$8,419	\$9,222	\$10,096
Freshman	\$4,052	\$4,440	\$4,858	\$5,323	\$5,828
All Sports Listed Below					
Head	\$6,200	\$6,794	\$7,434	\$8,141	\$8,914
Assistant	\$4,338	\$4,752	\$5,205	\$5,699	\$6,239
Freshman	\$2,478	\$2,717	\$2,974	\$3,257	\$3,567
Basketball (B&G)					
Ice Hockey					
Wrestling					
Winter Track (B&G)					
Spring Track (B&G)					
Field Hockey					
Soccer (B&G)					
Volleyball					
Baseball					
Softball!					
Lacrosse					
Swimming					
Cross Country	\$4,380	\$4,761	\$5,174	\$5,622	\$6,113
Tennis (B&G)	\$4,380	\$4,761	\$5,174	\$5,622	\$6,113
Golf	\$3,325	\$3,674	\$4,059	\$4,485	\$4,954
Trainer	\$18,738	\$19,987	\$21,235	\$22,485	\$22,733
Cheerleading - FB	\$1,934	\$2,135	\$2,360	\$2,608	\$2,882
Cheerleading - B	\$1,934	\$2,135	\$2,360	\$2,608	\$2,882
Intramurals (LCS)	\$1,011	\$1,110	\$1,217	\$1,330	\$1,451

The trainer shall maintain appropriate certifications at the trainer's own expense.

<b>Athletic Coaching Salaries</b>	2021-2022 (2.5%)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Football					
Head	\$10,383	\$11,369	\$12,452	\$13,634	\$14,929
Assistant	\$7,266	\$7,879	\$8,629	\$9,453	\$10,348
Freshman	\$4,154	\$4,551	\$4,979	\$5,456	\$5,974
All Sports Listed Below					
Head	\$6,355	\$6,964	\$7,620	\$8,344	\$9,137
Assistant	\$4,447	\$4,870	\$5,335	\$5,842	\$6,395
Freshman	\$2,540	\$2,785	\$3,048	\$3,338	\$3,657
Basketball (B&G)					
Ice Hockey					
Wrestling					
Winter Track (B&G)					
Spring Track (B&G)					
Field Hockey					
Soccer (B&G)					
Volleyball					
Baseball					
Softball!					
Lacrosse					
Swimming					
Cross Country	\$4,489	\$4,880	\$5,303	\$5,763	\$6,266
Tennis (B&G)	\$4,489	\$4,880	\$5,303	\$5,763	\$6,266
Golf	\$3,408	\$3,766	\$4,161	\$4,597	\$5,078
Trainer	\$19,206	\$20,486	\$21,766	\$23,047	\$24,327
Cheerleading - FB	\$1,982	\$2,189	\$2,419	\$2,673	\$2,954
Cheerleading - B	\$1,982	\$2,189	\$2,419	\$2,673	\$2,954
Intramurals (LCS)	\$1,036	\$1,138	\$1,247	\$1,363	\$1,487

The trainer shall maintain appropriate certifications at the trainer's own expense.



## Side Letter - Professional Development

The parties shall form Professional Development Steering Committees (PDSC) that will work under the direction of the Superintendent or his/her designee to plan and to evaluate the two full day professional development days and the nine early release days. There will be four (4) PDSCs: elementary, middle school, high school, and specialists including school nurses. PDSCs will be comprised of up to five (5) representatives appointed by the Association and up to five (5) representatives appointed by the Superintendent.

Each PDSC will develop common methods to gather teacher feedback on the PD programs presented and will utilize teacher feedback to plan subsequent professional development.

The PDSCs will begin working during the 2016 Summer Institute and the members of the PDSC will be compensated at the Summer Institute rate of \$25 per hour for up to ten hours of work.

## Side Letter - Joint Committee on Special Education

The parties agree to establish a joint labor management committee (JLMC) on special education for the duration of this Agreement (August 24, 2019 through August 23, 2022) with an equal number of members selected by each party. The JLMC will meet regularly and will review aggregated data relating to:

- Special educator caseloads including but not limited to numbers of students assigned and/or number of service delivery hours;
- Frequency of loss of educator preparation time and frequency of loss of duty-free lunch time.

The JLMC will:

- Identify areas of concern and propose solutions to caseload issues, as needed, including a menu of options to solve the concerns identified;
- Review non-identifying aggregated data regarding service delivery hours no less than three times per year, at least once in the fall, winter, and spring;
- Share issues identified and possible solutions as needed;
- Review and make recommendations related to issues that may arise from the data reviewed and analysis listed above.

The JLMC recommendations will be the subject of bargaining to the extent required by law at the request of either party.

## Appendix C – EDUCATOR EVALUATION

### Lynnfield School District Teacher Evaluation

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## 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*: Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) *Caseload Educator*: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and Language pathologists, and some reading specialists and special education teachers.
- C) *Classroom teacher*: Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) *Categories of Evidence*: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of a reasonable duration, typically a minimum of 8-10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice

(603 CMR 35.03).

- E) *\*District-determined Measures*: not applicable August 2019
- F) *\*Educator(s)*: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) *\*Educator Plan*: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) *Developing Educator Plan* shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) *Self-Directed Growth Plan* shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
    - For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.
    - For Educators whose impact on student learning is low, the Educator Plan shall be for one year. The Plan shall include a goal related to examining element of practice that may be Contributing to low impact.
  - iii) *Directed Growth Plan* shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) *Improvement Plan* shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

- H) \*ESE: The Massachusetts Department of Elementary and Secondary Education.
- I) \**Evaluation*: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) \**Evaluator*: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) *Primary Evaluator* shall be the person who determines the Educator’s performance ratings and evaluation.
- 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. Additionally, the Supervising Evaluator may also be either: a Department Head, the Director of Special Services, Director of Teaching & Learning, Director of Educational Technology, Elementary and Middle School Curriculum Directors, and a Special Education Team Chairperson.
- 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 a team of Educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level or subject area teams.
- 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) *New Assignment*: An Educator with PTS shall be considered in a new assignment when teaching under a different license.

**\*Observation**: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal

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

T) *Parties*: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

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

**Exemplary**: Exemplary practice in many elements includes the expectation that an educator model the practice for other educators. This expectation reflects the importance of ensuring that other educators can learn and benefit from excellent teaching and leading. Modeling can occur in formal and informal ways, including but not limited to training, teaching, coaching, assisting, sharing, and/or demonstrating good practice. Where and when this expectation is appropriate, this level of expertise is denoted in the rubric by the statement, "Models this practice for others."

**Proficient**: the Educator's performance fully and consistently meets the requirements of a standard or the overall evaluation. 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 the overall evaluation, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

**Unsatisfactory**: the Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or the overall evaluation 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.

### **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) 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.
  - iii) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, achievement shall be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations typically will be a minimum of 8-10 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.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including
  - : (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
  - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 19-20, 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 districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

#### 5) **Educator Plan Proposal (EPP)**

- A) All educators must complete the Educator Plan by the second Friday of September. However, first-year educators on step one are exempted from the reflection requirement. All educators must meet with his or her Evaluator to review SMART goals by the last Friday of September.
- B) 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.
- C) The Evaluator may require induction and mentoring goals to continue for an educator in his or her second or third year of practice.

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. All educators may develop team goals with evaluator approval.

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.

- D) Every Educator has an EPP 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 with Evaluator approval. See Sections 15-19 for more on Educator Plans.
- E) To determine the goals to be included in the EPP, the Evaluator reviews the goals the Educator has proposed in the EPP, using evidence of Educator performance growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.
- F) Educator Plan Development Meetings shall be conducted as follows:  
Upon the approval of the Evaluator, educators in the same school may meet with the Evaluator in teams when they share a goal. The meeting could take place at the end of the previous evaluation cycle or by the last Friday of September of the next year to develop their Educator Plan.
- G) The Evaluator completes the Educator Plan by the last Friday of

September. The Educator shall sign the Educator Plan within five 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.

**6) 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:

The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

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:

The Educator shall have at least three unannounced observations during the school year.

The Evaluator may schedule announced observations.

**7) 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 unannounced observation 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.

## 8) **Observations**

The Evaluator's first observation of the Educator should take place by The 2nd Friday in November. 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.

### A) **Unannounced Observations**

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of an observation. The written feedback shall be delivered to the Educator in person or electronically.

### 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 five school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator

will provide the Evaluator with a copy prior the Observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within five 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 five school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

#### 9) **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 Standard and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places 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) By December Winter Break, the Educator shall provide to the



Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the educator's performances against the four Performance Standards.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G)
  - i) The Educator must reflect in writing to the Formative Assessment report within five school days.
  - ii) If the educator disagrees with the contents of the Formative Assessment report, they may reply in writing within five school days.
- H) The Educator shall sign the Formative Assessment report by within five 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.

**10) 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 no later than June 30th of the second 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) By the first Friday in May, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
  - D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
  - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
  - F)
    - i) The Educator must reflect in writing to the Formative Assessment report within five school days.
    - ii) If the educator disagrees with the contents of the Formative Assessment report, they may reply in writing within five school Days.
  - G) The Educator shall sign the Formative Evaluation report by within five 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.
- 11) **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 five days before the close of school.
  - 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) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F) By the first Friday in May, the Educator will provide the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's Performance against the four Performance Standards.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall normally occur by the first Friday in June.
- I) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either party requests such a meeting.
- J) 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.
- K) The Educator shall sign the final Summative Evaluation report by the last day of school. 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.

- L)
  - i) The Educator submits a written reflection to the Summative Assessment report within five school days.
  - ii) If the educator disagrees with the contents of the Summative Assessment report, they may reply with a written addendum within five school days.
  
- M) A copy of the signed final Summative Evaluation report shall be stored in the district-wide evaluation database.

12) **Educator Plans – General**

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

13) **Educator Plans: Developing Educator Plan**

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

B) The Educator shall be evaluated at least annually.

**14) 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.

**15) 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 the first Friday in May.

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.

**16) Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary

Evaluator may be the Supervising Evaluator.

- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Association attend the meeting(s).
  - iii) If the Educator consents, the Employee 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 the first Friday of June. One of three decisions must be made at the conclusion of the Improvement Plan:

Supervising Evaluator.

- (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.

17) **Timelines (Dates in italics are provided for guidance)**

<b>Activity:</b>	<b>Completed By:</b>
All educators must complete the Educator Plan. First-year educators on step one are exempted from the reflection requirement.	<b>2nd Friday of September</b>
All educators must schedule and meet with his or her evaluator to review SMART goals if this did not already occur before the close of school the prior academic year.	<b>Last Friday of September</b>
Evaluator should complete first observation of each Educator.	<b>2nd Friday of November</b>
Educator submits evidence regarding Formative Assessment.	<b>December Winter Break</b>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<b>1st Friday in February</b>
Evaluator holds Formative Assessment Meeting if requested by either Evaluator or Educator	<b>February Break</b>
Educator submits evidence regarding Formative/Summative assessment	<b>By 1st Friday in May</b>
Evaluator completes Formative/Summative Evaluation Report	<b>1st Friday in June</b>
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	<b>1st Friday in June</b>
Evaluator meets with Educators whose ratings are proficient or exemplary at the request of Evaluator or Educator	<b>Five School days before the close of school</b>
Educator signs Formative or Summative Evaluation Report with reflection and addendum if applicable within five school days of receipt	<b>Five School Days of Receipt</b>
Educator signs Formative or Summative Evaluation Report	<b>On or before last day of school</b>



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

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	<b>Any time during the 2 year evaluation cycle</b>
Evaluator completes Formative Evaluation Report	<b>1st Friday June Year One</b>
Evaluator conducts Formative Evaluation Meeting, if any	<b>Five School days before the close of school</b>
Evaluator completes Summative Evaluation Report	<b>1st Friday in June Year 2</b>
Evaluator conducts Summative Evaluation Meeting, if any	<b>Five School days before the close of school</b>
Evaluator and Educator sign Summative Evaluation Report	<b>On or before last day of school</b>

**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.

**18) 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 1st. 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.

#### **19. Using Student feedback in Educator Evaluation**

All grade 3-12 general education teachers will administer the LPS Student Survey, and all k-2 general education teachers will lead a class conversation using the LPS Student Discussion Tool by the first Friday in April each year. The teacher will use these survey results to inform the conversation with the evaluator at the formative or summative evaluation meeting at the end of the school year by the first Friday in June. The teacher should be prepared to share reflections from the results, including on celebration and one opportunity for growth with the evaluator based upon student feedback at this same meeting. The student survey results are not required to be part of the teacher's evidence grid.

General education teachers are encouraged to survey a range of students of varying levels of ability. While general education teachers have the flexibility to determine the number of students they survey, a minimum number totaling at least forty percent (40%) of a teacher's student caseload is required.

#### **20. Using Staff Feedback in Educator Evaluation**

All educators assigned to a school building will complete the relevant LPS Administrator Survey for the principals and assistant principals in their building by the first Friday in April each year. The administrator will use these survey results to inform the conversation with the Superintendent at the summative evaluation meeting by the first Friday in July.

#### **21. 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 DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) 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.