

**AGREEMENT**  
**BETWEEN**  
**MILTON SCHOOL COMMITTEE**  
**AND**  
**MILTON EDUCATORS ASSOCIATION**

**September 1, 2016**

**to and including**

**August 31, 2019**

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This **Agreement** is made and entered into by and between the Milton School Committee (hereinafter referred to as the Committee) and the Milton Educators Association, Inc. (hereinafter referred to as the Association).

**ARTICLE I  
RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee.

Unit A Classroom Teachers, Special Teachers, Traveling Teachers, Guidance Counselors, Adjustment Counselors, Department Heads, Elementary Assistant Principals, Nurses, School Psychologists and Occupational Therapists, Physical Therapists, Athletic Trainers, School Year Substitutes and Community Service Placement Director.

Unless otherwise indicated, the employees in Unit A, above, will be hereinafter referred to as the Teachers.

**ARTICLE II  
COMMITTEE RIGHTS CLAUSE**

This 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 derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules or regulations of agencies of the Commonwealth. The Committee retains those rights, powers, and duties it now has, may be granted or have conferred upon it by law unless modified or changed by this Agreement. Any action made pursuant to those matters reserved to it by this Article shall not be made the subject of the provisions of the grievance procedure nor the provisions of this Agreement pertaining to arbitration.

**ARTICLE III  
DEDUCTIONS/AGENCY FEE**

- A. The Committee agrees to deduct from the salaries of its employees covered by this Agreement dues for the Milton Educators Association, Massachusetts Teachers' Association, or the National Education Association, or any one of such Associations as said Teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Milton Educators Association. Teacher authorizations will be in writing in the form set forth below.

**DUES AUTHORIZATION CARD**

NEA \_\_\_\_\_

MTA \_\_\_\_\_

NCTA \_\_\_\_\_

MEA \_\_\_\_\_

TOTAL \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

I hereby request and authorize the Committee to deduct from my earnings and transmit to the Treasurer of the Association, Inc. the amount indicated in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all rights and claims for said monies so deducted and transmitted with this authorization, and relieve the Committee and all its officers from any liability therefore.

- B.** Deductions referred to in Section A will be made in equal installments on alternating pay days during the school year. The Committee will not be required to honor any deductions or authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
  
- C.** The Committee agrees to deduct duly authorized payments for the RAH Credit Union.
  
- D.** No later than the Friday after school commences, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Association will notify the Committee monthly of any changes in said list. Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association in writing by September 15 of each year, or other intermediate dates during the school year.
  
- E.** 1. For any member of the bargaining unit who is not a member of the Association, it shall be a condition of his/her continued employment that said teacher pay to the Association a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. Said fee shall be paid to the Association within thirty (30) days of the start of the school year or thirty (30) days from the date of hiring, whichever comes later, unless the agency fee payer elects payroll deduction as the method of payment. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provision of M.G.L. c 180 s 17G and transmitted directly to the Treasurer of the Association.

2. The Association agrees to indemnify, defend and save the Committee harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the Committee under the provision of M.G.L. c 180 s. 17G or for any action taken by the Committee to enforce the so-called Agency Fee.

F. The Committee agrees to comply with M.G.L. c. 71 s 37B regarding the time lines for transmittal of annuity deductions.

#### **ARTICLE IV NO STRIKE CLAUSE**

No teacher covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

#### **ARTICLE V GRIEVANCE PROCEDURE**

**A. Definition:** For the purpose of this Agreement a grievance will be defined as a dispute between a teacher or the Association and the Committee over the interpretation or application of the provisions of the Agreement or any alleged inequitable or discriminatory treatment of a teacher under the provisions of this Agreement.

**B. Procedure:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximums, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. For the purposes of this provision, the consent of the Committee will be provided by the Superintendent.

**1. Level One** - A teacher covered by this Agreement who has a grievance shall discuss it with his/her immediate superior either personally or through the appropriate representative of the Association within fifteen (15) school days from the date on which the incident giving rise to the grievance has occurred or when the teacher has knowledge of such incident.

**2. Level Two** - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days next following the presentation at Level One, said grievant and/or the Association may appeal to the Superintendent within fifteen (15) school days next following the expiration of said ten (10) school days. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered in level one. Within fifteen (15) school days after the receipt of the written grievance by the Superintendent, he/she, or a designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that an appeal has been made and the date and time of the conference. The appropriate representative of the Association may be present at the conference to state the views of the Association.

**3. Level Three** - If the grievant is not satisfied with the decision of the Superintendent, or his designee, or if no decision has been rendered, said grievant and/or the Association may appeal to the Committee, provided, however, that such appeal is made within fifteen (15) school days next following the conference in Level Two above. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement and the decision, if any, rendered under Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.

**4. Level Four** - If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly-scheduled meeting of the Committee next following the conference, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration as provided in this Agreement.

## **ARTICLE VI ARBITRATION**

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) school days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot which party is to strike the first name and the name remaining after each has eliminated two (2) shall be the arbitrator

The arbitrator shall be bound by the written submission of both parties of the grievance. In the event the parties do not agree on the issue to be submitted to Arbitration, then the issue shall be the statement of the grievance which was submitted in writing to the Committee at Level Three of the grievance procedure. His/her decision shall not extend beyond said submission nor alter, amend, or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render his/her decision within thirty (30) calendar days from the date of the completion of the hearing, which decision shall be final and binding on both parties to this Agreement.

Both parties shall share equally the expenses of such arbitration.

## **ARTICLE VII SAVINGS CLAUSE**

Any practice or precedent which has not been modified, altered, or amended by the provisions of this Agreement shall remain in effect for the term of this Agreement.

**ARTICLE VIII  
SICK LEAVE**

- A. Teachers shall receive fifteen (15) sick leave days per year with unlimited accumulation.
- B. Teachers who retire, resign, or die after fifteen (15) consecutive years of teaching in the Milton Public Schools shall be compensated for unused, accumulated sick leave. Such payments shall be made at thirty (30%) percent of the unused, accumulated sick leave based upon the per diem rate of substitutes' pay in effect at the time of retirement, resignation, or death.

In the event of death, payment shall be made to the estate of the teacher.

In the event that a teacher notifies the Superintendent in writing on or before October 1 of the year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any teacher, who notifies the Superintendent after October 1, shall receive payment on or about the July 1 of the second fiscal year following the resignation or retirement.

- C. By October 31<sup>st</sup> of each year, employees by this Agreement will receive written notification of their accumulated sick leave from the previous year and their status with the Sick Leave Bank as of September 15<sup>th</sup>.

**ARTICLE IX  
SALARIES**

The salaries of employees covered by this Agreement are set forth in Appendices attached hereto. Coaches shall be paid their stipends at the conclusion of the regular season. Club Advisors for clubs which operate for the full school year shall be paid in two (2) equal payments: by December 15<sup>th</sup> and by June 10<sup>th</sup> and for those clubs which operate for less than a full year, payment shall be made on the pay date closest to December 15<sup>th</sup> or the pay date closest to June 10<sup>th</sup>, whichever is closer to the date on which the activity ends.

**ARTICLE X  
TEACHER AIDES**

It is agreed by the Committee and the Association that the Teacher Aide Program in existence during the school year 1969-70 shall continue for the duration of this Agreement. However, it is further agreed that the hours for all Teacher Aides shall be extended from two (2) to three (3) hours per day. Duties of the Teacher Aides are outlined in an administrative bulletin issued by the Superintendent on September 15, 1972.

**ARTICLE XI  
TEACHING LOAD AND CAREER LADDER**

A. Class Size and Teaching Load, K-5

In all academic areas there shall be interdisciplinary, team teaching, and cooperative learning approaches, if feasible.

1. The Committee and the Association shall strive to accomplish the goal of elementary classes of thirty (30) or fewer children, and, primary classes, including kindergarten, of twenty-five (25) or fewer children.
2. Art and Music teachers shall be allowed a Planning and Development Bank of sixty (60) minutes per week in non-divisible units of thirty (30) minutes per week per school. During such time, said teachers shall not be assigned to a regularly programmed responsibility.

In addition to the duty-free preparation time set forth in paragraph 4 below, all teachers, including specialists, shall be allowed a Planning and Development Bank of ninety (90) minutes per week in non-divisible units of thirty (30) minutes per week during the school day. During such time, said teachers shall not be assigned to a regularly programmed responsibility.

Every other week, each grade level in each building will designate one of the five (5) thirty (30) minute preparation periods which are attached to the twenty (20) minute lunch, as a common planning period. This period is for the sole purpose of planning instruction across the grade level. The activities/discussion during this period will be directed by the participants. Teachers will not be assigned administrative duties during this time.

During the week in which the common planning time is scheduled, all teachers in grades K-2 and the French teachers in grade 3, if necessary, will each have an additional individual preparation period during which time extensions of the Second Step curriculum and other timely age-appropriate topics will be presented by the guidance counselors, librarians and/or nurses.

3. Teachers shall not be required to remain in their classrooms during the time that teachers of art, music, or physical education or their substitutes have assumed responsibility for said classrooms. However, all first year teachers will spend such periods following a professional development plan as directed by the building Principal. Such professional development activities may include, but are not limited to, observations of experienced classroom teachers, consultation with curriculum coordinators, and collaborative planning of interdisciplinary curriculum.



4. The current practice regarding duty-free lunch period and duty-free preparation period for elementary classroom teachers will not be changed. However, Specialists will receive at least a twenty-minute duty-free lunch period per day, and at least a thirty-minute duty-free preparation period at some time during the school day. For Specialists, the lunch period will not necessarily be consecutive with the preparation period.

B. Class Size and Teaching Load, Grade 6-8

In all academic areas there should be interdisciplinary, team teaching, and cooperative learning approaches, if feasible. Emphasis will be placed on establishing discrete (non-overlapping) teams which have common planning time.

1. Wherever possible, middle school teachers will not be required to teach more than two (2) subjects per semester nor more than a total of three (3) teaching preparations.
2. Wherever possible, middle school teachers will not be required to teach more than an average of five (5) classes per day during the schedule cycle.
3. Wherever possible, middle school teachers will not be assigned more than an average of six (6) periods per day consisting of no more than an average of five (5) teaching periods and one (1) administrative period per day per schedule cycle.
4. Wherever possible, middle school teachers shall have at least one twenty (20) minute duty-free lunch period.
5. Wherever possible, the ratio of students to teachers assigned to a team will not exceed 25:1.
6. The daily preparation period for middle school teachers shall be at least the length of a single class period.
7. If feasible, and except in emergencies, no Physical Education class will exceed thirty (30) students.
8. Whenever the total number of students assigned to a teacher exceeds one hundred-thirty (130) per day, the teacher will be granted relief from his/her duty.

C. Class Size and Teaching Load, Grades 9-12

1. Wherever possible, high school teachers will not be required to teach more than two (2) subjects per semester nor more than a total of three (3) teaching preparations.
2. Wherever possible, high school teachers will not be required to teach more than an average of five (5) classes per day during the schedule cycle.

3. Wherever possible, high school teachers will not be assigned more than an average of six (6) periods per day consisting of no more than an average of five (5) teaching periods and one (1) administrative period per day per schedule cycle. During said administrative periods, teachers may be responsible for collecting and recording community service documents.
  4. Wherever possible, high school teachers shall have at least one-half (1/2) hour duty-free lunch period.
  5. Wherever possible, no academic class will exceed twenty-five (25) students.
  6. Whenever the total number of students assigned to a teacher exceeds one hundred-thirty (130), the teacher will be granted relief from his/her duty.
  7. The daily preparation period for high school teachers shall be at least the length of a single class period. High school teachers who choose to waive the daily preparation period for one day in the schedule cycle will be assigned to two (2) fewer administrative duties within the schedule cycle.
  8. A teacher who is a Senior Project Advisor to 8 to 10 students in a semester will not be assigned to one supervisory period per day for that semester.
- D. Elementary Assistant Principals: A substitute teacher shall be provided for one day per month, or the equivalent thereof, for each Elementary Assistant Principal.

## **CAREER LADDER POSITIONS**

A Joint Committee comprised of three representatives each for the Committee and the Association have established eligibility requirements for teachers who apply for the positions of Lead Teacher and Curriculum Teacher and who seek an increased teaching load. The eligibility requirements are effective during the term of this Agreement and are set forth following each position description below.

A joint committee of three representatives each of the Committee and the Association is hereby established for the purpose of studying the eligibility requirements and job description of the positions set forth in this section. The joint committee shall submit its recommendation in those areas set forth above to the Association and the Committee. Until the recommendations are accepted by the Committee and the Association, the existing provisions shall continue.

### **A. LEAD TEACHER POSITION**

1. Work year for Lead Teacher will be the regular school year.
2. Payment for this position will be in addition to regular teachers' salary. Increases will be no less than one (1) percent, and no more than five (5) percent of the

teacher's salary and will be a one-time payment only. The amount of money available for this purpose would not exceed one half of one percent of the monies in the teaching salaries account and the percentage of teachers designated as Lead Teachers will not exceed fifteen (15) percent of the entire teaching staff.

3. The number of Lead Teacher positions to be filled will be determined by the Committee.
4. The Superintendent of Schools will appoint teachers to Lead Teacher positions, using criteria established by the Joint Committee and set out below as eligibility requirements.
5. Applicants who are not chosen will have the option of meeting with the Superintendent, if they wish, to discuss reasons why they were not chosen for above-mentioned position(s).
6. Applicants not chosen may grieve only the issue of whether or not the Superintendent's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is processed through the grievance procedure.
7. The appointment of Lead Teacher will be from two (2) years unless it is determined that he/she is performing unsatisfactorily. No limit on length of time a teacher may hold position, but to be eligible a teacher must apply every two years.

## **B. LEAD TEACHER ELIGIBILITY REQUIREMENTS**

1. Selection Process
  - a. Written application by candidate on or before October 1 of the proceeding year.
  - b. Candidate must be a full-time classroom teacher.
  - c. The Lead Teacher is not to be an administrative position. Assistants to the Elementary Principal are eligible.
  - d. At least five (5) years of experience as a full-time classroom teacher in present discipline. Demonstration of professional growth (seminars, courses, professional organizations, etc.). Masters degree, or higher training preferred, but an equivalent to a Master's degree is acceptable if the following criteria are met:
    - (i) Of thirty-six (36) semester hours, eighteen (18) semesters hours from a graduate degree-granting university or college.

(ii) At least fifty percent (50%) of the semester hours be taken at a graduate degree-granting university within a five-year period.

(ii) At least fifty percent (50%) of the semester hours taken are in a specific subject discipline other than education theory, physiology, or pedagogy.

e Above average attendance record on three-year basis, excluding prolonged illness.

f Outstanding classroom teacher rating:

(i) In a range of ratings of Exemplary, Proficient, Needs Improvement and Unsatisfactory, the Lead Teacher candidate will be explicitly rated in writing as "Exemplary" by the School Principal, Assistant Superintendent, and where appropriate, by the Department Head or Director.

(ii) Demonstrated knowledge of subject field as evidenced by resume and evaluation.

(iii) Demonstrated ability to motivate children towards love of learning as evidenced by some or all of the following:

- Progression of the classes through the curriculum.
- Measurement of student progress in relation to anticipated achievement by standardized tests, such as final examination, and by curricular examination (textbook-based tests, either publisher or teacher-made).
- Activities or projects produced as the culmination of a period of teaching the subject (for the non-academic areas; i.e., art show, concerts, fitness programs, etc.)

g. Demonstrated ability to work closely with colleagues in a team effort to maximize students' potential, as evidenced by evaluation.

h. Demonstrated ability to develop teacher/parent team for student's education, as evidenced by evaluation.

i. Willingness and capacity to work with Principal on the implementation of curriculum.

j. Willingness and capacity to work with Principal in diagnosing and prescribing educational procedures for unusual situations.

## 2. Job Description

- a. The Lead Teacher will continue to perform assigned duties as full-time classroom teacher in his/her discipline and, in addition, during the unassigned periods, perform any or all of the duties hereinafter set forth.
- b. Act as mentor to one (1) new teacher to the school system per year as to school philosophy, school policies and procedures, and general classroom procedures and techniques.
- c. Act as mentor to no more than two (2) additional teachers at any given time relative to classroom procedures and instructional techniques as determined by the Principal.
- d. Work the two (2) curriculum days each year at the negotiated compensation, in addition to Lead Teacher stipend.
- e. Work the regular school day, but will be willing to meet with school wide Committees beyond the normal school day.
- f. Assist the Principal in analyzing and prescribing non-766 educational plans for students.
- g. Assist the Principal and Assistant Principal in developing in-service activities for curriculum day programs.
- h. Assist the Principal in disseminating information about the activities and/or progress of children in that school.
- i. Perform such other duties not inconsistent with the foregoing as determined by the Principal or the Assistant Superintendent.

### **C. LEAD TEACHER II POSITION**

1. The work year for Lead Teacher II will be the regular school year, plus five (5) days. At least three (3) of the five days will be during the summer months.
2. Payment for this position would be in addition to the regular teacher salary an increase of ten percent (10%). The percentage of teachers designated as Lead Teacher II will not exceed five percent (5%) of the entire teaching staff.
3. The number of Lead Teacher II positions to be filled to be determined by the School Committee.
4. The Superintendent of Schools will appoint teachers to Lead Teacher II positions using criteria outlined in this Agreement. Applicants who are not chosen will have

the option of meeting with the Superintendent if they wish to discuss reasons why they were not chosen for the above-mentioned position.

5. Applicants not chosen may grieve only on the issue of whether or not the Superintendent's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is pursued through the grievance procedure.
6. The appointment to Lead Teacher II would be for two (2) years.
7. No limit on length of time a teacher may hold position, but to be eligible a teacher must apply at the end of the second year for possible re-election.

**D. LEAD TEACHER II ELIGIBILITY REQUIREMENTS**

1. Selection Process
  - a. Written application by candidate on or before October 1 of the preceding year.
  - b. Candidate must be a full-time classroom teacher.
  - c. Lead Teacher II is not an administrative position. Assistants to the Elementary Principals are not considered administrative.
  - d. At least eight (8) years of experience as a full-time classroom teacher in the present discipline; Master's Degree or higher in training; demonstration of professional growth (seminars, courses, professional organizations, etc.).
  - e. Above average attendance record on a three-year basis, excluding prolonged illness.
  - f. Outstanding classroom teaching rating:
    - (i) In a range or ratings of Exemplary, Proficient, Needs Improvement and Unsatisfactory, the Lead Teacher II will be explicitly rated in writing as Exemplary by the School Principal, Assistant Superintendent, and, where applicable, by the Department Head/Director.
    - (ii) The Lead Teacher II must have been a Lead Teacher for at least two (2) years and in a range of Exemplary, Proficient, Needs Improvement and Unsatisfactory, the Lead Teacher II candidate will be explicitly rated in writing as Exemplary by the School Principal, Assistant Superintendent, and, where appropriate, by the Department Head/Director in the area of lead Teacher duties.
    - (iii) Demonstrated knowledge of subject field as evidenced by resume and evaluation.

(iv) Demonstrated ability to motivate children toward love of learning as evidenced by some or all of the following:

- Progression of the class(es) through the curriculum
- Measurement of student progress in relation to anticipated achievement by standardized tests, such as final examination, and by curriculum examination (textbook-based tests, either published or teacher made).
- Activities or projects produced as the culmination of a period of teaching the subject (for the non-academic areas; i.e., art show, concerts, fitness program, etc.).

(v) Demonstrated ability to work closely with colleagues in a team effort to maximize student potential, as evidenced by evaluation.

(vi) Demonstrated ability to develop teacher/parent team for students' education, as evidenced by evaluation.

(vii) Willingness and capacity to work with Principal on the implementation of curriculum.

(viii) Willingness and capacity to work with Principal in diagnosing and prescribing educational procedures for unusual situations.

## 2. Job Description

The Lead Teacher II will continue to perform assigned duties as a full-time classroom teacher in his/her discipline, and, during unassigned periods, perform all or any of the duties hereinafter set forth:

- a. Act as mentor to new teachers to the school system per year as to school philosophy, school policies and procedures, and general classroom procedures and techniques.
- b. Act as a mentor to teachers in the School system at any given time relative to classroom procedures and instructional techniques, as determined by the Principal or Assistant Superintendent of Schools.
- c. Act as a coach and mentor to other Lead Teachers in the School System, as determined by the Assistant Superintendent of Schools.

- d. Work the two curriculum days each year at the negotiated compensation, in addition to the Lead Teacher II stipend.
- e. Work the regular school day, but will be willing to meet with school-wide committees beyond the regular school day.
- f. Assist the Principal in analyzing and prescribing non-Chapter 766 educational plans for students.
- g. Assist the Principal and Assistant Superintendent in developing in-service activities for Curriculum Day Programs.
- h. Assist the Principal in disseminating information about the activities and/or progress of children in that school.
- i. Assist the Principal in developing schedules for school activities for the teaching staff in that school.
- j. Perform such other duties not inconsistent with the foregoing, as determined by the Principal or the Assistant Superintendent.

**E. CURRICULUM TEACHER POSITION**

- 1. The work year for Curriculum Teachers will be two hundred and five (205) days, at least fifteen (15) of which take place during the summer months. Sick days and/or personal day benefits will not apply to school vacation periods.
- 2. Curriculum Teachers will receive an additional salary stipend of ten (10) percent of their salary based on school year teachers.
- 3. The Committee will determine the number of Curriculum Teachers to be appointed.
- 4. Teachers will be appointed by the Superintendent, using the criteria established by the Joint Committee and set forth below as eligibility requirements.
- 5. Any teacher may apply for the position. No limit on length of time a teacher may hold this position, but to be eligible, a teacher must make application each two years.
- 6. Applicants not chosen may grieve only on the issue of whether or not the Superintendent's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is processed through the grievance procedure.

**F. CURRICULUM TEACHER ELIGIBILITY REQUIREMENTS**

- 1. Selection Process



- a. Written application by candidate on or before October 1 of the preceding year.
- b. Candidate will be chosen for a two-year period, depending on the area of curriculum to be student. To be eligible applicants must make application every two years.
- c. The Curriculum Teacher position is not to be an administrative position.
- d. At least five (5) years of experience as a full-time classroom teacher in present discipline or related discipline. Master's degree or higher in training preferred, but an equivalent to a master's degree is acceptable if the following criteria are met:
  - i. Of thirty-six (36) semester hours, eighteen (18) semester hours from a graduate degree-granting university or college.
  - ii. At least fifty percent (50%) of the semester hours to be taken at a graduate degree-granting university or college within a five-year period.
  - iii. At least fifty percent (50%) of the semester hours taken are in a specific subject discipline other than education theory, psychology, or pedagogy.
- e. Above average attendance record on three-year basis, excluding prolonged illness.
- f. Excellent to outstanding classroom teacher rating in a range of Exemplary, Proficient, Needs Improvement and Unsatisfactory, the Curriculum Teacher candidate will be explicitly rated in writing as "Exemplary" or "Proficient" by the School Principal, Assistant Superintendent and, where appropriate, by the Department Head or Director.
- g. Additional skills and/or knowledge as demonstrated by resume and evaluation:
  - i. Knowledge of subject field.
  - ii. Active participation in faculty and curriculum meetings.
  - iii. Organizational skills.
  - iv. Ability to work closely with colleagues in a team effort to maximize student potential.
  - v. Ability to develop teacher/parent team for students' education.

- vi. Willingness and capacity to work with Principal on the implementation of the curriculum.
- vii. Excellent communication skills, both written and oral.
- viii. Proven expertise in current curriculum matters, both in Milton programs and contemporary programs.

2. Job Description

- a. The Curriculum Teacher will continue to perform assigned duties as full-time classroom teacher in his/her discipline, will work a 205 day year as per contract, and, in addition, during unassigned periods, perform some of the duties hereinafter set forth.
- b. Work the two (2) curriculum days each year at the negotiated compensation, in addition to Curriculum Teacher stipend.
- c. Work the regular school day, but will be willing to meet with school-wide curriculum committees beyond the normal school day.
- d. Assist the Principal and Assistant Superintendent in developing in-service activities for curriculum day programs.
- e. Assist Department Head, Principal, Assistant Superintendent, in the development and implementation of curriculum:
  - i. Engage in research, evaluation, and recommendation of textbooks and materials.
  - ii. Assist in evaluation of curriculum.
  - iii. Engage in follow-up activities of department evaluations.
  - iv. Help develop curriculum which articulates between levels and integrates among disciplines.
  - v. Help implementation of curriculum in the schools.
  - vi. Will act as a curriculum resource person to the teaching staff throughout the year.
  - vii. Make presentations of curriculum material to teaching staff.
  - viii. Help classroom teacher in understanding and implementing curriculum.

- f. Perform such other duties not inconsistent with the foregoing as determined by the Principal or other Assistant Superintendent.

**G. ADDITIONAL TEACHING LOAD POSITION**

1. On the recommendation of the Building Principal and approved by the Superintendent of Schools, a teacher may voluntarily teach an additional class per day for the entire year in lieu of all of his/her preparation period, if, by so doing, a savings of a similar proportional teaching position would be made by the school department, as per budget for that school year.
2. No teacher on the payroll will be dismissed because of the application of additional teaching load concept.
3. An additional twenty (20) percent of the teacher's base salary will be added to his/her salary for the year in which the extra class is taught.
4. There is no limit on the length of time a teacher may carry an additional teaching load, but a teacher must apply each year in order to be considered.
5. Applicants not chosen may grieve only the issue of whether or not the Superintendent's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is processed through the grievance procedure.
6. The Superintendent may remove a teacher from the additional teaching load if in his/her judgment the quality of teaching by the individual deteriorates during the school year. The Superintendent's decision shall not be made the subject of a grievance nor be reviewable by an arbitrator.

**H. ADDITIONAL TEACHING LOAD ELIGIBILITY REQUIREMENTS**

1. Selection Process
  - a. Written application by candidate by March 1 of preceding year, unless mutually agreed upon date change.
  - b. Knowledge of subject area as per recommendation of the Department Head.
  - c. Certification in field.
  - d. Ability to carry another class over and above the regular work load as determined by the Department Head or Principal.
  - e. Favorable evaluation by the Department Head and Principal, especially in the area of instructional skills.

- f. One year assignment, subject to renewal of extra load. The extra assignment situation will be evaluated by the principal and Department Head.
  - g. Minimum of one (1) year's experience in the Milton Public Schools.
2. Job Description
- a. Extra class will be in lieu of preparation period and may exceed the normal number of different "preparations".
  - b. Extra class will not diminish the expectations of the teacher's performance.
  - c. Teacher will perform duties normally done during the preparation period during non-school hours.
  - d. Correcting of papers, conferences, planning and other such preparation duties will be performed at the same intensity for the extra class load as was previously performed for a normal class load.

**ARTICLE XII  
TEACHER WORK DAY AND WORK YEAR**

- A. The on-site workday for teachers shall consist of seven (7) hours, inclusive of lunch periods.

On Fridays and days preceding holidays, teachers may leave once the students are safely dismissed.

Elementary Teaching and Learning Committee

The parties agree to establish an Elementary Teacher and Learning Committee composed of no more than one (1) elementary teacher from each school plus an MEA representative all of whom shall be appointed by the MEA; and no more than five (5) administrators appointed by the Superintendent. The Committee shall meet monthly. The agenda shall be determined by the MEA appointed elementary teachers.

- B. 1. The work year for teachers covered by this Agreement will be one hundred and eighty-three (183) days, except in the case of new teachers for whom the work year will be one hundred and eighty-five (185) days. The teachers' work year will consist of one hundred and eighty (180) days with students and three (3) professional development days. The Monday and Tuesday preceding Labor Day shall be scheduled as professional development days. The Wednesday and Thursday before Labor Day shall be scheduled as student days. There will be no school or professional development scheduled on the Friday preceding Labor Day. The Tuesday after Labor Day shall be scheduled as a student day. The other Professional Development day shall be scheduled during the rest of the school year. The work years shall end no later than June 30. All District-wide initiatives which require

training will be scheduled on the Professional Development days set forth above.

School nurses shall be required to work an additional five (5) days immediately prior to the beginning of each school year and shall receive compensation on a per diem basis for said days.

In addition, each teacher will be responsible for seven (7) hours of professional development each year (July 1<sup>st</sup> through June 30<sup>th</sup>) as set forth in Article XXII (Professional Development and Educational Improvement) Section D. Failure to complete the seven (7) hours of professional development will result in a commensurate reduction of pay (For the purpose of this section only, seven 7 hours = 1 day = 1/183 of annual salary).

Service on the MEA negotiations team shall satisfy the seven (7) hours of professional development for the year (July 1<sup>st</sup> through June 30<sup>th</sup>) following the year in which negotiations commence.

- C. In addition to the regular PTO-Sponsored Evening Open House held each year, all teachers may be required to attend one (1) afternoon meeting and one (1) evening meeting in the Fall and one (1) after-school meeting in the Spring to be scheduled by the administration for the purpose of parent-teacher conferences regarding student progress. The administration shall schedule the evening parent conferences in the Fall and the after-school parent conferences in the Spring. Teachers may schedule parent-teacher conferences at times other than during the evening meeting and afternoon meetings and after-school meetings set forth herein provided that the conferences are within two (2) weeks, before or after, the scheduled evening and afternoon meetings. In the event that a teacher has satisfied the purpose of this provision, he/she shall not be obligated to attend the afternoon and/or evening meetings.

One (1) District-wide early release day will be scheduled, on the second Thursday in November during which teachers will be able to schedule parent-teacher conferences. In a year when Veterans' Day falls on the second Thursday, the parent-teacher conferences shall be held on the Wednesday immediately preceding Veterans' Day.

The Spring parent-teacher conferences shall be scheduled for three (3) consecutive hours on the same Thursday system-wide in March except that the conferences shall not be scheduled on the Thursday immediately preceding Good Friday. The Spring parent-teacher conferences will begin fifteen minutes after student dismissal. When scheduling conferences, the administration shall schedule a ten (10) minute break for the teachers at the midpoint of the three hour block

- D. For the purpose of duty scheduling, each traveling teacher will be assigned to a home school and will only be assigned to duties at that school.
- E. There will be no school or professional development scheduled on the Wednesday before Thanksgiving.

- F. Flex Time. With mutual agreement between the principal and teacher, a flexible schedule may be implemented provided said schedule does not result in an inequitable distribution of workload. Said schedule can be for no more than one school year unless the principal and the teacher mutually agree to extend it. This Flex Time provision shall be in effect for the term of this agreement and shall extinguish on August 31, 2019, unless there is mutual agreement for it to continue.
- G. Teachers will be required to attend six (6) hours of building/department meetings each school year. These days will be scheduled on the school calendar no later than September 15<sup>th</sup> of each school year. Building/department meetings shall begin at the end of the student day and shall end no later than one-half hour after the regular teacher workday; except that four (4) building/department meetings per year shall end forty-five (45) minutes after the regular teacher workday.
- H. Special Education IEP meetings may be scheduled before or after school provided they are held contiguous to the school day. Each teacher participant will be provided with two weeks written advance notice of the meeting. Although the teacher's attendance is voluntary, each teacher so notified will make a sincere effort to attend. The meeting shall not exceed two hours in duration. Each teacher will be paid at the rate of \$22.09 per hour. If a meeting lasts less than an hour, each teacher will be paid for one hour. If the meeting exceeds one hour, each teacher will be paid for two hours.
- I. Each building shall establish a Professional Development Committee (PDC) charged with a task of planning meaningful Professional Development with regard to best practices in specified content areas, meeting District expectations, and teacher need, and meeting expectations for teacher collaboration.

Each building's PDC shall be co-chaired by two teachers and comprised of no fewer than four representatives across grade levels and disciplines.

Prospective co-chairs will submit their names to their Building Principal within two weeks of the start of school, who, with the building's MEA representative, will pull names to select co-chairs. The co-chairs shall then solicit volunteers to serve.

The PDC will work with the Building Principal to direct the organization of time for sessions and collaboration on early release days, and communicate with faculty regarding schedules, and receive feedback from faculty.

Four (4) in-service days per year shall be scheduled at every level for the purpose of Collaborative Professional Development (CPD).

CPD shall begin forty-five minutes after the student dismissal and end at the regular teacher dismissal except that a principal may choose to schedule a staff meeting immediately following the end of CPD to be used for CPD.

The CPD in-service days shall be based upon the Milton High School model: the professional development half day may have three (3) sessions: curriculum leader time, teacher collaboration time and principal time. The principal and curriculum leader, in consultation with the PDC, will determine the curriculum time. The PDC with teacher input through surveys, discussions, other methods formal and informal will determine the teacher collaboration time. The principal may choose to add the principal time to either the curriculum leader session or teacher collaboration session. During the winter/spring of 2014, teachers' professional development sessions may be used for teacher training on the new evaluation tool.

**ARTICLE XIII  
TEACHER SUBSTITUTION**

Whenever a Teacher is absent, a qualified subject field substitute Teacher will be hired. If this be impossible, then Teachers in the department, or other, may be assigned on an equitable basis by the Principal to cover the periods normally covered by the absent Teacher and the remuneration shall be paid at the per period rate of:

<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
\$24.43	\$24.92	\$25.42

Elementary teachers who cover a class because a specialist is absent shall be remunerated at the rate set forth above.

**ARTICLE XIV  
TEACHER ASSIGNMENT**

A. Teachers will be notified in writing one (1) week prior to the close of the school year, whenever possible, by the Principal of their programs for the next school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and in any special or unusual classes that they will have.

If a problem arises during the summer months requiring a change in assignment, a written notice will be sent.

B. Teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

C. In arranging schedules for Teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such Teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one (1) school in any one school day will receive twenty-two (\$.22) cents per mile for all inter-school driving done by them.

- D. The complete schedule of each teacher shall be posted in the respective school building.
- E. Teachers will have, by seniority in the System, the right of first refusal of the assignment of supervisory duties of guidance assemblies and clubs. However, the Principal may assign the junior Teachers to such duties.
- F. Teachers will not be required to move unusually heavy objects.

## **ARTICLE XV JOB POSTINGS**

Whenever a full year-vacancy occurs in the bargaining unit or a promotional position, it shall be posted for a minimum of ten (10) school days. During the summer months, said vacancy shall be posted for ten (10) work days in the Office of the Superintendent of Schools and, provided the e-mail system is operational, will be sent simultaneously by e-mail to the school e-mail addresses of all teachers. A copy of each job posting shall be sent to the President of the Association. Vacancies shall be posted within the School District (bulletin boards and web site) prior to the time they are submitted to any outside publications.

In the case of promotional positions, the job posting shall set forth the duties/responsibilities, qualifications and salary.

The ten (10) day posting requirement may be waived if the Superintendent and the Association mutually agree that it is in the best educational interest of the school system.

## **ARTICLE XVI TRANSFERS**

- A. When involuntary transfers are necessary, a Teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Milton Public School System will be considered in determining which Teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position. (For purposes of this section, "comparable" shall be defined in the elementary grades - one (1) grade up and one (1) grade down but not beyond the sixth grade; in the secondary grades, same subject field.)

An involuntary transfer will be made only after a meeting between the Teacher involved and the Superintendent (or his/her designee), at which time the Teacher will be notified of the reasons of the transfer.

- B. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equally, preference will be given in filling such positions on the basis of length of service in the Milton Public School System.



- C. Notice of transfer will be given to Teachers as soon as practicable.
- D. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.
- E. Before a Teacher is assigned or transferred to a particular school, the Principal of the school in question will be consulted regarding said assignment or transfer.
- F. Exceptions to the provisions of Sections 1, 2, 3, 4, and 5 may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interest of the Teacher(s) and/or school(s) affected. The Association will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the Grievance Procedure and will be initiated at Level Two thereof.

**ARTICLE XVII  
POSITIONS IN SUMMER SCHOOL AND UNDER FEDERAL PROGRAMS**

- A. All openings for summer school positions and for positions under federal programs will be adequately publicized by the Superintendent in each school building as early as possible, and Teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.
- B. Positions in the Milton Summer School and positions under federal programs will, to the extent possible, be filled first by regularly appointed Teachers in the Milton Public School System.
- C. In filling such positions, consideration will be given to a Teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Milton Public School System, and, in regard to summer school positions, previous Milton Summer School teaching experience

**ARTICLE XVIII  
TEACHER EVALUATION**

- A. The Committee will continue to monitor or observe the work performance of Teachers with full knowledge of the Teacher. Teachers will have the right to discuss the evaluation with their supervisor/evaluator.
- B. 1. Teachers will have the right, upon reasonable request, to review the contents of their personnel file. A Teacher will be entitled to have an appropriate representative of the Association accompany him/her during such review.

2. No material derogatory to a Teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the Teacher has had an opportunity to review the material. The Teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaints regarding a Teacher made to any member of the Administration by any parent, student, or other person, which is worthy to be placed in the Teacher's personnel file will be promptly called to the attention of the Teacher.
  - D. No Teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
  - E. If a Teacher is to be disciplined or reprimanded formally by a member of the Administration above the level of the Principal, he/she will be entitled to have a representative of the Association present.
  - F. A teacher who receives an "Unsatisfactory" final rating on the Formative or Summative Evaluation Report shall not be permitted to work in the summer school programs or participate in the Career Ladder Program.
  - G. In all disciplines, evaluations by appropriate evaluators will be assigned from among: principals, vice-principals, assistant principals, assistants to the principal, directors, assistant directors, assistants to the director, department heads, coordinators, the assistant superintendent and the superintendent. Assignment of the evaluators will be made by the principals. However, under ordinary circumstances, not more than two evaluators shall complete formal evaluations of any individual.
  - H. Pre-PTS teachers will be evaluated annually.
  - I. A teacher who has a major change of assignment may be evaluated outside of the cycle.
  - J. In years when a teacher is not evaluated, said teacher will receive a point for a favorable evaluation.
  - K. The Committee shall evaluate teachers in accordance with the Regulations on Evaluation of Teachers and Administrators (603 CMR 35.00) and the Milton Public Schools Educator Evaluation Model System. The DESE rubrics shall be amended to include an \* at the end of Standard IV F.2, that shall state "\*No educator shall be rated as unsatisfactory or needs improvement for the legitimate use of sick time."

**ARTICLE XIX**  
**TEMPORARY LEAVES OF ABSENCE**

There shall be allowed a maximum of five (5) days personal emergency leave with full pay during each school year for members of the instructional personnel and nurses according to the following provisions: Two (2) days' leave will be granted without any reason being required. . The remaining three (3) of these days will require that a reason be given subject to the approval of the Superintendent or the Superintendent's designee and according to the following reasons:

1. Religious Holidays
2. Mandatory court requirements
3. Legal business that cannot be transacted at any other time
4. Professional -
  - a. Degree - graduation - self
  - b. Graduation of wife/husband, son and/or daughter
  - c. Recipient of outstanding academic achievement or awards
5. Illness or hospitalization of member of immediate family, inclusive of wife/husband, son and/or daughter, sister or brother, parents or grandparents
6. Death - family (not immediate), friend
7. Any other reason approved by the Superintendent or Superintendent's designee

Permission to be granted personal leave must be sought and obtained in writing from the Superintendent of Schools or the Superintendent's designee prior to the date on which leave is requested. In the event that a Teacher is to take one (1) day leave, above, then said Teacher must submit in writing notice that such leave is to be taken twenty-four (24) hours prior to the leave day.

Under certain emergency situations a verbal request and/or notice may take the place of an advance request and/or notice, subject to the approval of the Superintendent of Schools or the Superintendent's designee.

On the two days immediately preceding and immediately following the holidays listed below, teachers, subject to the provisions set forth below, may use their two (2) personal days\* which do not require that a reason for such days be stated:

Columbus Day  
Veterans Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Yom Kippur or Rosh Hashanah (if either is celebrated on a work day)

There shall be a cap on the number of teachers at each building who may be able to take personal days in the manner described above. At each of the elementary buildings, the cap shall be three (3) and at the Middle School and the High School the cap shall be four (4). In extraordinary

circumstances, this cap may be exceeded at the sole discretion of the building principal; the exercise of this discretion shall not be subject to the grievance and arbitration provisions of the contract. Personal days taken for the purposes set forth above shall be granted on a first-come, first-served basis at each school building.

\* This cap shall not apply when a personal day taken does not abut one of the holidays listed above: e.g., the Thursday before or the Wednesday following Columbus Day.

Such leave shall not be taken for a regularly scheduled work day immediately preceding or subsequent to the following holiday breaks.

Thanksgiving break  
December holiday break  
February break  
April break

Up to two (2) days of unused personal emergency leave annually shall be converted to sick days.

Teachers shall have five (5) days exclusive of weekends and/or holidays, with pay, during each school year, each time there is a death in the immediate family which may include the following members: spouse, father, mother, sister, brother, son, daughter, and grandchildren. Three (3) days absence, with pay, during each school year, each time there is a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Two additional days may be granted upon request.

The Association's President or designee shall also be granted up to fifteen (15) days leave with pay to attend to Association business provided that no more than ten (10) of such days will be utilized by one (1) individual. The Association will be responsible for the cost of a substitute.

## **ARTICLE XX EXTENDED LEAVES OF ABSENCE FOR PTS TEACHERS OR NURSES**

- A. The Committee agrees that one (1) Teacher per year of this Agreement designated by the Association will, upon reasonable request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state or national) activities.

It is agreed between the parties to this Agreement that if a Teacher who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said Teacher will be presumed to have resigned from the Milton Public School System.

- B. A leave of absence without pay of up to two (2) years will be granted to one (1) teacher per school year who joins the Peace Corps or serves as a teacher in an exchange program approved by the Superintendent; and provided further said teacher is a full-time participant in either of the afore-described programs.

It is agreed between the parties to this Agreement that if a teacher who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said teacher will be presumed to have resigned from the Milton Public School System.

- C. Childrearing leave up to two (2) years without pay will be granted. During pregnancy, continued employment will depend solely on the physical condition of the Teacher insofar as it relates to her capacity to fulfill the obligations of her position. Appropriate medical evidence of illness will be required prior to returning from such leave. While on childrearing leave, a Teacher may continue participation in the group health plan, provided he/she pays 100% of the premium.
- D. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the Teacher's immediate family.
- E. The Committee will grant a leave of absence not to exceed six (6) years, without pay or increment to any Teacher to serve in an elective state or federal office.
- F. The Committee may allow up to a two (2) year leave of absence without pay or increment for a teacher. Said action by the Committee will be without precedent for future requests for such leaves.
- G. All requests for extensions or renewals of leaves will be applied for in writing; and, if granted, will be done so in writing.
- H. Additional Leaves including, but not limited to, career transition leaves, may be granted at the discretion of the Committee. Said action by the Committee will be without precedent for future requests for said leave.
- I. In the event of a leave pursuant to this Article being granted to a teacher during the school year, said teacher will be granted and take the leave for the remaining portion of the school year; and shall notify the Superintendent in writing no later than March 15 if leave began prior to January 1, but not later than June 1 otherwise, of his/her intention to return at the commencement of the next school year unless said requirement is specifically and in writing waived by the Superintendent. This Section shall not apply to any leave of absence granted pursuant to the Family and Medical Leave Act as set forth in Section 10 below.
- J. The Committee shall grant leaves in accordance with the Family and Medical Leave Act. Issues pertaining to this act, insofar as they are mandatory subjects of bargaining under Massachusetts General Laws, will be impact bargained.

**ARTICLE XXI  
SABBATICAL LEAVE**

Upon recommendation by the Superintendent, sabbatical leave may be granted for study or travel and study to a member of the teaching staff by the Committee, subject to the following conditions:

1. No more than five (5) teachers will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent in writing on such forms as may be required by the said Superintendent no later than December 15, and action must be taken on all such requests no later than May 15 of the school year preceding the school year for which the sabbatical leave is requested.
3. The Teacher has completed at least five (5) consecutive full school years on the teaching staff of the Milton Public School System.
4. Teachers on sabbatical leave will be paid at fifty (50) percent of their regular salary rate for a full year's leave, and 100% of their regular salary rate for one-half (1/2) years leave, provided that such pay, when added to any program grant, will not exceed the regular salary rate.
5. A Teacher granted sabbatical leave shall make a detailed report of the experiences gained while on said leave.
6. A Teacher applying for sabbatical leave may be requested to appear before the Committee and explain the purpose of his/her request.
7. The Teacher granted a leave pursuant to this Section shall agree to return to employment in the Milton Public Schools for a time equivalent to twice the amount of sabbatical leave taken.

**ARTICLE XXII  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

The Committee and the Association will pilot a new professional development plan. A Professional Development Committee (PDC) comprised of equal representation from the Committee and the Association will:

- A. Establish for each year a professional development focus, consistent with the system-wide goals. There will be three (3) full days of professional development each school year.
- B. Plan and arrange for the provision of a range of professional development programs which will be offered through the system. These programs will be made available at a variety of times, such as, but not limited to, before school, after school and during school vacation periods.

- C. Monitor and evaluate the system's professional development program.
- D. In addition, each teacher will be responsible for seven (7) hours of professional development each year (July 1<sup>st</sup> through June 30<sup>th</sup>). The School Department will publish at least annually a list of on-site professional development offerings that will be updated during the year. A teacher may satisfy the seven (7) hours of professional development off-site and in small increments with the prior approval of his/her department head/coordinator and the building principal. Any course that benefits students or improves curriculum and instruction will be approved. Courses taken for lane changes will not be credited toward the seven (7) hours of professional development. The seven (7) hours may not be completed during the regular work day and failure to complete the seven (7) hours by June 30<sup>th</sup> of each year will result in a deduction of the equivalent of a day's pay (1/183<sup>rd</sup>).

With prior approval of the Superintendent, or designee, teachers may fulfill this professional development obligation in an alternative manner. The Superintendent's approval shall not be unreasonably withheld.

- E. Additional Professional Development Opportunities.
  - 1. If funding is available the Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Teachers who attend workshops, seminars, conferences, or other professional improvement sessions with the advance approval of the Superintendent.
  - 2. Each Teacher may be granted upon reasonable request at least one day's leave of absence with full pay to explore and investigate educational programs. On such a day a substitute teacher will be hired to direct his/her classes.
- F. A teacher who is enrolled in a first Master's degree program on the path towards professional licensure as a teacher (herein, a "Qualifying Program") shall be reimbursed for tuition and fees of up to five hundred dollars (\$500) for each completed course which comprises a part of such Qualifying Program for up to two (2) such completed courses per year and a maximum of one thousand dollars (\$1,000) per year.

In order to be eligible for reimbursement for each such course, the teacher shall:

- 1. Provide written notice of enrollment in such course to the Office of the Superintendent prior to commencement of such course.
- 2. Upon completion of such course, provide to the Office of the Superintendent an official transcript evidencing completion of such course with a grade of

“B” or better (or, in the case of a so-called “Pass-Fail” course, a passing grade or better).

3. Provide to the Office of the Superintendent evidence of payment of tuition and fees for such course in a form acceptable to the Town Accountant.

Within ninety (90) days following satisfaction of the preceding requirements, such reimbursement shall be paid to the teacher by the Committee.

### **ARTICLE XXIII PROTECTION**

- A. Teachers will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent in writing.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

### **ARTICLE XXIV PERSONAL INJURY BENEFITS**

Whenever a Teacher is absent from school as a result of personal injury caused by an accident occurring in the course of his/her employment, he/she will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury. For the first thirty (30) work days, no part of such absence will be charged to his/her accumulated sick leave. Thereafter, the teacher may elect to use accumulated sick time or the sick leave bank (if eligible) to make up the difference between any workers' compensation and his/her full salary.

For injuries resulting from assault or which are construction related, a teacher will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury and no part of such absence will be charged to his/her accumulated sick leave.

### **ARTICLE XXV GENERAL**

- A. Both the Association and the Committee agree that the cost of printing this Agreement shall be shared equally by the Committee and the Association.
- B. Teachers who attend PTO meetings will be dismissed at the end of the student day on those days.



- C. The minimum standard working temperature in a classroom or other teaching station will be sixty-five degrees Fahrenheit (65°F). If the temperature falls below this figure, the class will be assigned to another teaching station.
- D. Teachers who work in budget formulation shall be notified in writing within ten (10) days of budget approval of all decisions concerning the budget they prepared. This notification shall come from the building principal and/or the appropriate department head.
- E. Teachers agree to give a minimum of thirty (30) days notice prior to September 1 if they intend to retire or to resign before the start of the next school year.
- F. 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 provisions or applications 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.
- G. Any teacher who is not eligible to participate in the Massachusetts Teachers Retirement Plan or another retirement program under Massachusetts General Laws Chapter 32 shall be required to participate in a deferred compensation plan.

#### **ARTICLE XXVI CONSULTATION**

A Committee comprised of no more than two (2) appropriate representatives of the bargaining unit covered by this Agreement shall have the right to consult with the Committee on matters of mutual concern no more than four (4) times per year.

An agenda of items to be discussed shall be submitted to the Superintendent no later than ten (10) calendar days prior to the meeting of the Committee.

#### **ARTICLE XXVII REDUCTION IN FORCE**

The Committee retains the right to reduce the number of Teachers or Nurses on its staff. Whenever such a reduction is necessary it shall be achieved so far as possible through leaves of absence, resignations, early retirements, voluntary transfers, and other attrition. A Teacher with professional teacher status (PTS) shall not be laid off if there is a non-professional status (non-PTS) Teacher whose position the PTS Teacher is qualified to fill. In determining the order in which the staff shall be laid off within the separate groups of PTS and non-PTS staff, layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students.

Job performance and the best interests of the students are defined as the teacher’s academic preparation and past summative overall evaluation ratings as compared to other teachers’ academic preparation and past summative overall evaluation ratings in the discipline targeted to be reduced.

Summative overall evaluation ratings of Meets the Standards of the Milton Public Schools (for evaluations prior to 2013-2014), Proficient and Exemplary shall be considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline.

Points will be awarded in each of these areas under the following definition.

**A. Academic Preparation:**

Academic preparation will be the educational level achieved as specified in the PIC guidelines; that is, Bachelor's (B) , Bachelor's + 15 (B+15), Master's (M) or Bachelor's + 30 (B+30), Master's + 30 (M+30) or Bachelor's + 60 (B+60), Master's + 45 (M+45) or Bachelor's + 75 (B+75).

Points will be awarded once based upon your current academic preparation level at the time of the layoff. Points will be awarded as follows:

- B, B+15, or B+30 = 1 point
- B+60, B+75, M, M+30, or M+45 = 2 points

**B. Evaluation:**

Points will be awarded for each applicable evaluation as follows:

- Proficient / Exemplary = 2 points / evaluation
- Needs Improvement = 1 point / evaluation
- Unsatisfactory = 0 points / evaluation

The person with the least number of points within a given discipline will be the first to be laid off and, in like manner, the second to be laid off, etc. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

**I. Discipline Categories:**

- A. Elementary classroom teachers - the discipline shall be grades preK-5.
- B. Elementary specialists – preK-5- (a) special education staff.

- C. Secondary - 6-12 – (a) business; (b) English; (c) mathematics; (d) science; (e) social studies; (f) foreign language; (g) Latin and classical humanities; (h) industrial art; (i) health and family consumer sciences; and (j) special education staff.
- D. System-wide preK through 12 - (a) art, (b) physical education/health (c) music, (d) library, (e) guidance, (f) occupational therapy, (g) speech; (h) school psychologist, (i) adjustment counselors (j) nurses, (k) health and (l) reading.
- E. A teacher will be placed in that disciplinary category in which he/she last taught, full-time for at least one year, unless mutually agreed upon by the Teacher and Superintendent.

A teacher who teaches in more than one disciplinary category in said school year, shall be placed in that category in which he/she taught at least fifty (50%) percent of his/her schedule during that school year.

## **II. Lay-off Procedures:**

Teachers under consideration in the discipline categories must be teaching in that category and certified in that discipline category.

- A. Teachers laid off under normal circumstances shall be notified in writing no later than May 15, but in no event later than the last day of school of the school year preceding the school year in which the reduction is to be effected.
- B. Teachers laid off under this Article will be recalled in the reverse order of their lay-off within their discipline during the period of two years from the effective date of their lay-off if they so indicate in writing to the Superintendent.
- C. A Teacher laid-off and on recall will be given priority for an open position within another discipline providing that Teacher is certified in the area and has taught said discipline within the past ten years. Said employee shall be required to take two (2) three (3) credit courses in the discipline area in which he/she will be teaching within the first calendar year of his/her assignment to the discipline.
- D. Teachers laid off under this Article shall be given priority on the substitute list during said recall period if they so indicate in writing.
- E. Teachers on leave pursuant to this lay-off policy may continue group health and life insurance coverage during said recall period as provided above. Failure to forward full premium payments to the Town Treasurer shall terminate this option.
- F. Teachers serving a recall period shall be notified by the Superintendent by registered mail to the last known address of the employee concerning any open positions in the

system which they may be qualified to fill. Failure to accept an offer of employment for any such position will terminate this requirement.

- G. Teachers rehired after the lay-off under this paragraph shall be at the salary of the next step on the appropriate degree column of the in-force salary schedule from the step at the time of lay-off. He/She would retain his/her seniority status and fringe benefits accumulated as of the date of lay-off.
- H. To avail himself/herself of recall rights, a laid-off Teacher shall respond in person or by registered mail, within ten (10) days from the date that the Superintendent's office mailed the notification to the Teacher, that he/she is willing to accept the recall. If he/she fails to accept within ten (10) days, he/she shall be dropped from the recall role.
- I. A teacher who has been laid off shall be responsible for informing the Superintendent's office and the office of the Association in person or by registered mail of any change in his/her address of record.
- J. The Association and the Committee hereby agree to the following procedure regarding Administrators (Unit B) who "fall back" into a teaching position (Unit A). This procedure will apply to the transitional year (first year in which an Administrator assumes Unit A duties) as well as subsequent years.

A member of Unit B who is subject to the R.I.F. in accordance with the R.I.F. language of the Unit B contract shall have the right to fall back into Unit A, based on the following criteria:

The position of such member falling back into Unit A shall be determined by his/her points computed according to the Unit A formula provided in the R.I.F. procedure of the Unit A contract.

Seniority points shall be computed on the basis of total years in the system in either Unit B and/or Unit A. The discipline of such a member shall be defined as that discipline in which the member last taught on a full-time basis for at least one year.

In returning to Unit A, if such member would not be entitled to a teaching position on the basis of the above Unit A criteria, than such member shall have no right to bump a Unit A member, but shall be placed on the recall list according to the provisions of the Unit A contract.

- K. The Community Service/Job Placement Coordinator shall have all of the rights, benefits, duties and privileges of any other teacher who is laid off except that the Community Service/Job Placement Coordinator shall not be allowed to bump another teacher nor shall any other teacher be allowed to bump the Community Service/Job Placement Coordinator.

## **ARTICLE XXVIII SICK LEAVE BANK**

### **Purpose**

The Teachers Sick Leave Bank will enable all teachers to voluntarily contribute one (1) day per year; i.e., (one day the first year, one day the second year, etc.) of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used by a Teacher intending to return immediately after the prolonged illness.

Sick Leave Bank Days will be carried over from year to year to a maximum of one-thousand (1,000) days.

### **General Provisions and Requirements for Eligibility**

1. The Sick Leave Bank will be used only when the Teacher is prevented from working because of sickness or injury of the Teacher and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.
2. To be eligible for Sick Leave Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least twenty (20) percent of the maximum accumulated sick leave available to the Teacher since his/her employment or at least twenty (20) percent of the maximum accumulated sick leave available to the Teacher since his/her last prolonged illness.
3. A doctor's certificate shall be required for benefits under the Sick Leave Bank.
4. The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick days are exhausted. Example: A Teacher who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using Sick Bank days from the thirteenth (13th) to the thirtieth (30th) sick days.

The Sick Bank Plan will cover up to eighty (80) working days with full pay for any one prolonged illness. From the eighty-first (81st) day up to the one hundred and sixtieth (160th) day, the Bank will provide full pay minus the cost of substitute coverage.

5. Teachers using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which they state their intent to return to service immediately after the prolonged illness for a minimum of at least the length of the leave\* and to meet all terms of

the regulations. Default of this signed agreement would result in refunding to the Town of Milton twice the amount of the salary received while covered by sick leave from the Sick Leave Bank. Any change in the agreement must have prior approval by the Sick Leave Bank Committee.

### **Membership**

A Teacher eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank administrators. The application for the contract period must be submitted by September 15 of each year. When making said application to the Bank, a teacher must contribute one (1) sick day. If the Bank falls below fifty (50) days, a teacher must contribute one (1) additional sick day in order to continue membership in the Bank.

### **Administration**

The Sick Leave Bank will be administered by a committee of four (4); two (2) members representing the Association and two (2) members representing the School Committee. All requests for the use of days shall be directed to this committee. The decisions of the committee shall be based on the requirement as specified above. Only those teachers who each year voluntarily contribute to this Bank shall be eligible for its benefits.

Amendments to these regulations can be made by mutual agreement, in writing, of the Milton School Committee and the Milton Educators Association Executive Board.

The President of the Association shall appoint annually a member of the bargaining unit to record the number of days available in the Sick Leave Bank and make a report of same on a monthly basis to the Sick Bank Committee.

\*A teacher returning need only to finish the school year to fulfill the requirement by submitting the form attached as Appendix F.

## **ARTICLE XXIX SALARY SCHEDULES**

- A. The Professional Improvement Committee comprised of three (3) representatives of Association and three (3) representatives of the Committee will continue to approve or disapprove the credits of the Teachers submitted for consideration in advancing to the Master's in the Field, B+15, M or B+30, M+30 or B+60, and M+45 or B+75 of the salary schedule.
  
- B. 1. Teachers will receive additional compensation for their service in the Milton Public School System in accordance with the following provisions:
  - a. Ten years of service - \$750
  - b. Fifteen years of service - \$1,000
  - c. Twenty years of service - \$1,250

Said amount to be paid in a lump sum in the first paycheck in December of each year.

2. Teachers with twenty (20) years of service in the Milton Public Schools may elect a longevity payment of \$4,000 per year for three (3) consecutive years. The longevity payments specified in Section B.1. will cease upon exercising the three-year option set forth herein. Teachers who wish to exercise this option must notify the Superintendent in writing by January 15 of the school year preceding the school year in which the longevity under this option is to be paid. At least ten (10) teachers will be approved each year under this option.

In the event that an annual budget does not accommodate all teachers who have notified the Superintendent that they wish to take this option, teachers will be selected by seniority which shall be defined as the employees' total number of years in the Milton Public Schools in Unit A, Unit B or, if applicable, as a building principal. If any teachers are denied this option due to budgetary reasons, they will be placed at the top of the list of teachers choosing this option for the next school year regardless of their comparable seniority to those teachers choosing the option for the first time in the next year.

- C. In the event a teacher is granted a CAGS, said member shall receive an annual stipend of one thousand-five hundred (\$1,500.00) dollars.

In the event that a teacher is granted doctorate, said member shall receive an annual stipend of two thousand-eight hundred (\$2,800.00) dollars.

- D. Teachers shall have the option of receiving their salaries based on either twenty-one (21) or twenty-six (26) substantially equal bi-weekly payments commencing with the third Thursday in September of each school year, provided that they have notified the Superintendent of Schools of their choice of options prior to the closing of school in the previous year.
- E. A teacher who obtains National Teacher Certification shall receive a stipend of seven hundred-fifty (\$750.00) dollars per year in accordance with the Professional Improvement Committee guidelines.
- F. With the prior approval of the Superintendent or her designee a teacher who presents a professional development program will be compensated at the rate listed in Appendix B, Additional Remuneration, Professional Development Strand Presenter. This rate includes preparation and any follow-up related to the program. The rate stated in Appendix B is for a ten (10) hour strand and the compensation rate will be prorated for a program that is less than ten (10) hours.
- G. Sheltered English Immersion/Rethinking Equity in Teaching for English Language Learners SEI/RETELL

1. Any teacher who earns the Sheltered English Immersion (SEI) Endorsement while employed by the Milton Public Schools shall receive three (3) increment credits toward advancement on any and all lanes of the Teachers' Salary Schedule (Appendix A) and shall have satisfied the seven (7) hours of professional development for the year in which it is earned. A teacher who earns the SEI Endorsement shall receive the number of PDPs recognized by DESE for the applicable SEI endorsement course (currently 67.5 for the full-time teacher endorsement course; 22.5 for the short bridge teacher course; or 36 for the long bridge teacher course).
2. In the event that the DESE issues additional SEI/RETELL professional development and training guidelines beyond those that exist as of the date of this Agreement, the MEA and the School Committee shall enter into negotiations concerning any such guidelines.

### **ARTICLE XXX JOB SHARING**

**Definition:** For the purposes of this Article, "job sharing" shall be defined as the allocation of all of the duties of one full-time teaching position between two teachers such that the cost of the job sharing does not exceed the cost of one teacher. The division of these duties shall be according to the terms set forth below.

**Application:** Teachers interested in job-sharing shall submit a job sharing proposal to the appropriate building principal no later than February 1 of the school year preceding the school year during which the job is to be shared. The proposal shall set forth the following details:

- a. the position to be shared;
- b. the manner in which the job is to be shared; e.g., the percentage of the job each is to work;
- c. which teacher shall be receiving the health insurance benefits; and
- d. any other relevant information to the implementation of the proposal.

**Granting:** The proposal shall be reviewed by the building principal and the Superintendent of Schools who shall notify the teachers of their decision no later than April 1. The decision whether or not to allow the job sharing proposal shall not be grievable or arbitrable.

**Conditions:** In the event that the job sharing proposal is approved, the following conditions shall apply:

- a. Both teachers shall work the first, second and last day of the student school year;
- b. Both teachers shall attend the annual open house in the Fall;



- c. Both teachers shall attend all Fall conferences;
- d. In the event that one of the teachers is absent, the partner teacher shall make every reasonable effort to cover the class. On such day, the partner teacher shall either be paid his/her per diem rate of pay or shall be granted an equal amount of compensatory time. (For these purposes, the per diem rate of pay shall be defined as 1/185 of the partner teacher's annual salary). Subject to the review of the Superintendent, the building principal shall designate which option shall be implemented.
- e. The partner teachers shall be considered to be part-time employees and as such shall be entitled to all of the rights and privileges of other Unit A members subject to the following: where applicable, benefits shall be pro-rated (e.g., each teacher shall receive one-half of his/her salary and shall receive either fifteen (15) half sick days or seven and one-half (7.5) full sick days; and the cost of health insurance to the Town shall not exceed the cost of health insurance for one teacher.

**Term:** The term of the job sharing shall be for one school year and the partner teachers shall return to their respective assignments beginning with the school year following the school year during which the job was shared. If the partner teachers wish to extend the job sharing beyond one school year, they shall apply in accordance with the Application provision of this Article.

**ARTICLE XXXI  
HEALTH INSURANCE**

- A. Teachers shall pay fifteen (15%) towards the premium cost of health maintenance organization insurance coverage.
- B. Effective January 1, 2012, teachers shall pay twenty percent (20%) towards the cost of Town offered health maintenance organization coverage. Effective September 1, 2017, teachers shall pay twenty-two percent (22%) toward the cost of Town health insurance maintenance coverage. Effective September 1, 2018, teachers shall pay twenty-four percent (24%) toward the cost of Town health insurance maintenance coverage.

During the month of December in 2017, teachers shall be granted one “premium holiday.” This means that teachers shall not contribute their percentage share of their health insurance premium for one pay period in the month. During the month of December in 2018, teachers shall be granted two “premium holidays.” This means that teachers shall not contribute their percentage share toward their health insurance premium for two pay periods in the month.

- C. Copayments shall be the following amounts:

Physician office visits	\$20
Three tiered retail prescriptions	\$10/\$25/\$45

Three tiered mail order prescriptions	\$20/\$50/\$90
Emergency room (waived if admitted)	\$100
Deductible	\$0
Specialist office visits	\$20
Hospital admission	\$0
Ambulatory / Outpatient Surgery	\$0
High Tech Imaging (MRI, CT, PET)	\$0

- D. There shall be no plan design changes made for the period January 1, 2017 through and including December 31, 2019. With respect to the above-listed plan design features in Section C, it is the express intent of the parties to create an enforceable, binding agreement for only the duration stated herein.

Accordingly, the Town of Milton may, at its sole discretion, invoke its rights under M.G.L. c. 32B Sections 21-23, as amended under Chapter 69 of the Acts of 2011, in order to implement changes to the plan design features that would take effect after December 31, 2019.

- E. Effective January 1, 2012, The Town shall retain a third party administrator to administer a Section 125 Flexible Spending Plan for active employees. The two accounts that shall be included in the Section 125 Plan shall be a Dependent Care Account (DECAP) and a Medical Care Account (MEDCAP). The Town shall be responsible for paying any one-time set up costs associated with implementing the Section 125 Plan. The Town shall pay any administrative fees for subscribers who opt into the Plan. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. Effective July 1, 2012, a debit card will be made available to participants in the MEDCAP Account. The cost of the debit card will be paid by the Town.
- F. In the event that the Town offers a Preferred Provider Organization (“PPO”) plan in the future, employees shall contribute twenty percent (20%) towards the cost of the health insurance premiums.
- G. The employee contribution rate for the VIP 2000 and Medex 3 plans will remain at fifty percent (50%) of the cost of the health insurance premiums.
- H. In the event that the Town enters the Group Insurance Commission (GIC), the amount that teachers will be required to contribute towards the GIC plans shall be as follows:
- |           |     |
|-----------|-----|
| HMO       | 15% |
| PPO       | 15% |
| Indemnity | 50% |
- I. Teacher retirees will remain enrolled in the RMT.

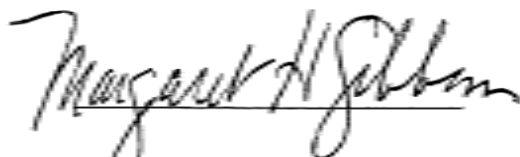
**ARTICLE XXXII  
TERM OF AGREEMENT**

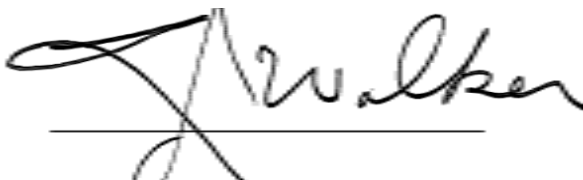
This Agreement and the provisions thereof shall be effective as of September 1, 2016, unless specifically indicated otherwise, and shall continue until and including August 31, 2019, and shall continue from year to year thereafter unless terminated or changed by the parties hereto. Either of the parties hereto desiring to terminate this Agreement or to change any section or sections of this Agreement, shall notify the other party, in writing, that they desire such termination or change on or before October 15, 2018.

**IN WITNESS WHEREOF, THE SCHOOL COMMITTEE OF THE TOWN OF MILTON,** has caused this Agreement to be signed in its name on behalf of its Chairman, and the **MILTON EDUCATORS ASSOCIATION** has caused this Agreement to be signed in its name and behalf of its President, this \_\_\_day of October, 2016.

MILTON EDUCATORS  
ASSOCIATION

MILTON SCHOOL COMMITTEE

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIRMAN

APPENDIX A – TEACHERS’ SALARY SCHEDULE

**Effective September 1, 2016  
2 % Increase**

<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>M /B+30</b>	<b>M+30/B+60</b>	<b>M+45/B+75</b>
<b>1</b>	47,172	48,713	51,079	54,148	55,676
<b>2</b>	48,670	50,250	52,692	55,860	57,438
<b>3</b>	51,988	53,573	55,989	59,167	60,762
<b>4</b>	54,536	56,121	58,528	61,702	63,314
<b>5</b>	57,478	59,147	61,683	65,028	66,728
<b>6</b>	61,502	63,173	65,707	69,103	70,752
<b>7</b>	65,344	66,967	69,349	72,532	74,118
<b>8</b>	68,533	70,120	72,532	75,710	77,297
<b>9</b>	72,228	73,901	76,356	79,523	81,121
<b>10</b>	76,159	77,767	80,168	83,351	84,941
<b>11</b>	78,023	79,655	83,651	86,825	88,423
<b>12</b>		81,219	88,111	91,284	92,878
<b>13</b>			89,674	92,849	94,443
<b>15</b>	79,230	82,423	90,879	94,051	95,647
<b>20</b>	81,781	85,038	93,006	96,242	97,868
<b>25</b>	82,537	85,811	93,817	97,069	98,703
<b>30</b>	83,293	86,583	94,627	97,896	99,539

**\*A teacher will advance to step 15 at the beginning of his/her 15<sup>th</sup> year of teaching.**

**\*\*A teacher will advance to steps 20, 25 and 30 at the beginning of his/her 20<sup>th</sup>, 25<sup>th</sup>, or 30<sup>th</sup> year of teaching in the Milton Public Schools**

**Effective September 1, 2017  
2 % Increase**

<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>M /B+30</b>	<b>M+30/B+60</b>	<b>M+45/B+75</b>
<b>1</b>	48,115	49,687	52,100	55,231	56,789
<b>2</b>	49,644	51,255	53,746	56,978	58,587
<b>3</b>	53,028	54,645	57,109	60,350	61,978
<b>4</b>	55,627	57,244	59,698	62,936	64,581
<b>5</b>	58,628	60,330	62,917	66,329	68,063
<b>6</b>	62,732	64,436	67,022	70,485	72,167
<b>7</b>	66,651	68,306	70,736	73,983	75,601
<b>8</b>	69,903	71,522	73,983	77,224	78,843
<b>9</b>	73,673	75,379	77,883	81,114	82,743
<b>10</b>	77,683	79,322	81,771	85,018	86,639
<b>11</b>	79,583	81,248	85,324	88,562	90,191
<b>12</b>		82,843	89,873	93,110	94,736
<b>13</b>			91,468	94,706	96,332
<b>15</b>	80,814	84,072	92,697	95,932	97,560
<b>20</b>	83,416	86,739	94,866	98,167	99,825
<b>25</b>	84,188	87,527	95,693	99,010	100,677
<b>30</b>	84,959	88,314	96,520	99,853	101,530

**\*A teacher will advance to step 15 at the beginning of his/her 15<sup>th</sup> year of teaching.**

**\*\*A teacher will advance to steps 20, 25 and 30 at the beginning of his/her 20<sup>th</sup>, 25<sup>th</sup>, or 30<sup>th</sup> year of teaching in the Milton Public Schools**

**Effective September 1, 2018  
2 % Increase**

<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>M /B+30</b>	<b>M+30/B+60</b>	<b>M+45/B+75</b>
<b>1</b>	49,078	50,681	53,142	56,335	57,925
<b>2</b>	50,637	52,280	54,821	58,117	59,759
<b>3</b>	54,089	55,738	58,251	61,557	63,217
<b>4</b>	56,740	58,389	60,892	64,195	65,872
<b>5</b>	59,800	61,536	64,175	67,655	69,424
<b>6</b>	63,987	65,725	68,362	71,895	73,611
<b>7</b>	67,984	69,673	72,150	75,463	77,113
<b>8</b>	71,302	72,953	75,463	78,768	80,419
<b>9</b>	75,146	76,887	79,441	82,736	84,398
<b>10</b>	79,236	80,909	83,407	86,719	88,372
<b>11</b>	81,175	82,873	87,031	90,333	91,995
<b>12</b>		84,500	91,670	94,972	96,630
<b>13</b>			93,297	96,600	98,258
<b>15</b>	82,430	85,753	94,550	97,851	99,512
<b>20</b>	85,084	88,474	96,763	100,130	101,822
<b>25</b>	85,871	89,277	97,607	100,990	102,691
<b>30</b>	86,658	90,081	98,450	101,850	103,560

**\*A teacher will advance to step 15 at the beginning of his/her 15<sup>th</sup> year of teaching.**

**\*\*A teacher will advance to steps 20, 25 and 30 at the beginning of his/her 20th, 25th, or 30th year of teaching in the Milton Public Schools**

**APPENDIX A - COMMUNITY SERVICE PLACEMENT DIRECTOR**

**Community Service Placement Director  
Salary Schedule**

Step	9/1/2016	9/1/2017	9/1/2018
	2%	2%	2%
1	63,423	64,691	65,985
2	64,691	65,985	67,305
3	65,780	67,095	68,437

**APPENDIX B - ADDITIONAL REMUNERATION**

	9/1/2016	9/1/2017	9/1/2018
	2%	2%	2%
<b>Position</b>			
Extracurricular per hr.	\$28.45	\$29.02	\$29.60
Part-time Inst. Per hr.	\$46.08	\$47.01	\$47.95
Applied Lesson Program Director(self-funded)	\$6,308	\$6,434	\$6,563
Athletic Trainer	\$21,034	\$21,455	\$21,884
District Wide ELE Coordinator	\$6,367	\$6,494	\$6,624
Driver Education (3)	\$3,900	\$3,978	\$4,058
Elementary Assistant Principal	\$8,252	\$8,417	\$8,585
Elementary Club Advisor	\$971	\$990	\$1,010
Elementary Computer Club	\$971	\$990	\$1,010
Elementary Future Problem Solving	\$501	\$511	\$521
Elementary Grade Level Facilitator	\$585	\$597	\$609
Elementary Math Club	\$971	\$990	\$1,010
Elementary MCAS Club	\$971	\$990	\$1,010
Elementary Science Club	\$971	\$990	\$1,010
Elem Web-Based Communication Mentor	\$847	\$864	\$881
Faculty Manager	\$7,002	\$7,142	\$7,285
Guidance Stipend - High School	\$3,553	\$3,624	\$3,697
Guidance Stipend - Middle School	\$2,342	\$2,389	\$2,437

HS 3D Printing Club	\$971	\$990	\$1,010
HS Academic Decathlon / Quiz Show	\$1,294	\$1,320	\$1,346
HS Activity Fund Manager	\$4,253	\$4,338	\$4,425
HS After School Singers	\$1,941	\$1,980	\$2,019
HS American Field Service	\$971	\$990	\$1,010
HS Amnesty International	\$971	\$990	\$1,010
HS Animé Club	\$971	\$990	\$1,010
HS Art Club	\$971	\$990	\$1,010
HS Asian American Club	\$971	\$990	\$1,010
HS Assistant Dramatics	\$2,187	\$2,231	\$2,275
HS Assistant Marching Band	\$1,889	\$1,927	\$1,965
HS Auditorium Technology Director	\$4,375	\$4,463	\$4,552
HS Band Director	\$4,842	\$4,939	\$5,038
HS Bridge Teacher	\$5,645	\$5,758	\$5,873
HS Cabaret Director	\$1,599	\$1,631	\$1,664
HS Chess Club	\$971	\$990	\$1,010
HS Choral Audition Director	\$502	\$512	\$522
HS Cooking Club	\$971	\$990	\$1,010
HS Cultural Diversity Club	\$971	\$990	\$1,010
HS Dance	\$1,536	\$1,567	\$1,598
HS Debate(3)	\$4,245	\$4,330	\$4,416
HS Dramatics	\$4,375	\$4,463	\$4,552
HS Drill Team Instructor	\$2,625	\$2,678	\$2,731
HS Drum Majorette	\$1,885	\$1,923	\$1,961
HS Echo	\$1,409	\$1,437	\$1,466
HS Environmental Club	\$971	\$990	\$1,010
HS Fall Intramural	\$2,430	\$2,479	\$2,528
HS Fashion Design Club	\$971	\$990	\$1,010
HS FHA	\$971	\$990	\$1,010
HS Film Club	\$971	\$990	\$1,010
HS French Club	\$971	\$990	\$1,010
HS Freshman Class Advisor	\$971	\$990	\$1,010
HS Future Business Leaders	\$971	\$990	\$1,010
HS Future Teachers of America	\$2,840	\$2,897	\$2,955
HS Gay and Straight Alliance	\$971	\$990	\$1,010
HS Gospel Choir	\$971	\$990	\$1,010
HS Grade Level Facilitators	\$585	\$597	\$609
HS Greek Club	\$971	\$990	\$1,010



HS Hispanic Cape Verdean Club	\$971	\$990	\$1,010
HS Homework Club Supervisor	\$7,697	\$7,851	\$8,008
HS Human Rights Club	\$971	\$990	\$1,010
HS Irish American Club	\$971	\$990	\$1,010
HS Italian Club	\$971	\$990	\$1,010
HS Jazz Ensemble	\$1,536	\$1,567	\$1,598
HS Junior Class Advisor	\$2,042	\$2,083	\$2,124
HS Knitting Club	\$971	\$990	\$1,010
HS Latin Club	\$971	\$990	\$1,010
HS Ledger Corspdn Student Advisor	\$746	\$761	\$776
HS Lifesmarts	\$2,461	\$2,510	\$2,560
HS Math Club	\$971	\$990	\$1,010
HS Mock Trial	\$2,461	\$2,510	\$2,560
HS Mountain Biking Club	\$971	\$990	\$1,010
HS Musical Director	\$2,187	\$2,231	\$2,275
HS Musical Review Director	\$2,187	\$2,231	\$2,275
HS Musical Technology Director	\$2,187	\$2,231	\$2,275
HS National Honor Society	\$2,042	\$2,083	\$2,124
HS Newspaper	\$1,408	\$1,436	\$1,465
HS Online Course Supervisor	\$7,697	\$7,851	\$8,008
HS Online Program Instructor	\$13,271	\$13,536	\$13,807
HS Outdoor Club	\$971	\$990	\$1,010
HS P.E.P. (Peers Educating Peers)	\$1,885	\$1,923	\$1,961
HS Peer Mediation Club	\$971	\$990	\$1,010
HS Pep Band	\$971	\$990	\$1,010
HS Photography Club	\$971	\$990	\$1,010
HS Poetry	\$971	\$990	\$1,010
HS Premed Club	\$971	\$990	\$1,010
HS Recycling Club	\$971	\$990	\$1,010
HS Robotics	\$971	\$990	\$1,010
HS S.A.D.D	\$971	\$990	\$1,010
HS S.O.A.D. Advisor	\$971	\$990	\$1,010
HS Scholarship Chair	\$3,998	\$4,078	\$4,160
HS Science Club	\$971	\$990	\$1,010
HS Senior Class Advisor	\$2,995	\$3,055	\$3,116
HS Service League	\$2,372	\$2,419	\$2,468
HS Sewing Club	\$971	\$990	\$1,010
HS Sophomore Class Advisor	\$971	\$990	\$1,010

HS Spanish Club	\$971	\$990	\$1,010
HS Spring Intramural	\$2,430	\$2,479	\$2,528
HS Step Squad	\$1,306	\$1,332	\$1,359
HS String Ensemble Instructor	\$1,536	\$1,567	\$1,598
HS Student Council	\$4,257	\$4,342	\$4,429
HS Student Leader Advisor	\$971	\$990	\$1,010
HS Tech Club	\$971	\$990	\$1,010
HS Tri-M Honor Society Advisor	\$502	\$512	\$522
HS Volunteens/Key Club	\$1,536	\$1,567	\$1,598
HS Winter Intramural	\$2,430	\$2,479	\$2,528
HS Yearbook	\$5,461	\$5,570	\$5,682
HS Yearbook Publicity & Finance	\$2,321	\$2,367	\$2,415
HS Zero Robotics	\$971	\$990	\$1,010
Mentor Stipend	\$584	\$596	\$608
MS After School Singers	\$971	\$990	\$1,010
MS Art Club	\$971	\$990	\$1,010
MS Assistant Dramatics	\$2,187	\$2,231	\$2,275
MS Band Director	\$2,677	\$2,731	\$2,785
MS Basketball	\$971	\$990	\$1,010
MS Before School Singers	\$971	\$990	\$1,010
MS Chess Club	\$971	\$990	\$1,010
MS Choral Audition Director	\$502	\$512	\$522
MS Combo	\$971	\$990	\$1,010
MS Core Club Advisor	\$1,306	\$1,332	\$1,359
MS Dance Club	\$971	\$990	\$1,010
MS Debate Team	\$1,306	\$1,332	\$1,359
MS Drama Music Director/Pianist	\$971	\$990	\$1,010
MS Drama Technology Director	\$971	\$990	\$1,010
MS Dramatics	\$4,375	\$2,678	\$4,552
MS Dramatics Backstage Shift Director	\$612	\$624	\$636
MS Fall Intramural	\$2,430	\$2,479	\$2,528
MS French Club	\$971	\$990	\$1,010
MS Homework Club Supervisor	\$5,774	\$5,889	\$6,007
MS Honors Band	\$971	\$990	\$1,010
MS Intramural Soccer Club	\$971	\$990	\$1,010
MS Mock Trial	\$1,306	\$1,332	\$1,359
MS Jazz Band	\$971	\$990	\$1,010
MS Latin Club	\$971	\$990	\$1,010

MS Library Club	\$971	\$990	\$1,010
MS Math Club	\$971	\$990	\$1,010
MS MCAS Club	\$971	\$990	\$1,010
MS Running Club	\$971	\$990	\$1,010
MS Science Club	\$971	\$990	\$1,010
MS Spring Intramural	\$2,430	\$2,479	\$2,528
MS Strings	\$971	\$990	\$1,010
MS Student Council	\$1,458	\$1,487	\$1,517
MS Student Government	\$4,257	\$4,342	\$4,429
MS Web-Based Communication Mentor	\$1,693	\$1,727	\$1,761
MS Winter Intramural	\$2,430	\$2,479	\$2,528
MS Yearbook	\$1,750	\$1,785	\$1,821
PASS Program (full year)	\$1,306	\$1,332	\$1,359
PASS Program (8 week sessions)	\$405	\$413	\$421
PASS Stipend	\$453	\$462	\$471
Professional Development Strand Presenter	\$1,320	\$1,346	\$1,373
School News (Mx. 4)	\$3,115	\$3,177	\$3,241
Schools Abroad Coordinator	\$746	\$761	\$776
Webmaster	\$3,964	\$4,043	\$4,124

\* It is understood that the high school guidance stipend is in consideration for an additional five (5) days of work.

\*\* It is understood that, in order to receive one of the high school debate stipends, an advisor must attend at least 8 competitions as one of the two advisors present.

## APPENDIX C

### COACHING STIPENDS 2016-2017

<b>Varsity</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Football	9,229	9,947	10,654	11,365
Asst. 1	4,106	4,690	5,279	5,865
Asst 2				
Asst 3, Asst 4	3,302	3,670	4,036	4,400
Frosh				
Frosh Asst	2,939	3,226	3,484	3,815
(red circled: as the 2001-2002 incumbent leaves, this position will be grouped with the Soccer cluster)				
Basketball (B)	6,532	7,098	7,665	8,234
Soccer (B,G)	5,749	6,266	6,829	7,443
Basketball(G)				
Ice Hockey (B,G)				
Baseball				
Rugby				
Crew				
Softball				
Wrestling				
Gymnastics (B,G)				
Track (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Indoor Track				
X Country (B,G)				
Fall Cheer				
Winter Cheer				
Skiing	3,968	4,325	4,579	5,140
Swim				
Golf				
Tennis (B,G)				
<b>Junior Varsity</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Baseball	3,476	3,785	4,130	4,500
Basketball (B,G)				
Track (B,G) / V Asst				

Cross Country (B,G) / V Asst				
Indoor Track (B,G) / V Asst				
Ice Hockey / V Asst				
Wrestling / V Asst				
Rugby / V Asst				
Softball				
Track Frosh				
Soccer (B,G)				
Lacrosse (B,G)				
Field Hockey				
Volleyball				
Tennis V Asst				
<b>Freshmen</b>				
Lacrosse (B,G)	2,986	3,256	3,546	3,867
Basketball (B,G)				
Baseball				
Soccer (B,G)				
Field Hockey				
Gym Asst (B,G)				
Softball				
Volleyball				
Cheer Asst (Fall/Winter)	1,624	1,770	1,929	2,103
<b>Middle School</b>				
Basketball (B,G)	2,689	2,929	3,193	3,481
Cross Country	1,592	1,735	1,891	2,061
Track and Field	1,592	1,735	1,891	2,061
Cross Country Asst.	1,061	1,157	1,261	1,375
Track and Field Asst.	1,061	1,157	1,261	1,375

COACHING STIPENDS 2017-2018

<b>Varsity</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Football	9,414	10,146	10,867	11,592
Asst. 1	4,188	4,784	5,384	5,982
Asst 2				
Asst 3, Asst 4	3,368	3,743	4,117	4,488
Frosh				

Frosh Asst	2,997	3,291	3,554	3,891
(red circled: as the 2001-2002 incumbent leaves, this position will be grouped with the Soccer cluster)				
Basketball (B)	6,663	7,240	7,819	8,399
Soccer (B,G)	5,864	6,391	6,965	7,592
Basketball(G)				
Ice Hockey (B,G)				
Baseball				
Rugby				
Crew				
Softball				
Wrestling				
Gymnastics (B,G)				
Track (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Indoor Track				
X Country (B,G)				
Fall Cheer				
Winter Cheer				
Skiing	4,047	4,411	4,670	5,243
Swim				
Golf				
Tennis (B,G)				
<b>Junior Varsity</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Baseball	3,546	3,861	4,213	4,590
Basketball (B,G)				
Track (B,G) / V Asst				
Cross Country (B,G) / V Asst				
Indoor Track (B,G) / V Asst				
Ice Hockey / V Asst				
Wrestling / V Asst				
Rugby / V Asst				
Softball				
Track Frosh				
Soccer (B,G)				
Lacrosse (B,G)				
Field Hockey				

Volleyball				
Tennis V Asst				
<b>Freshmen</b>				
Lacrosse (B,G)	3,045	3,321	3,616	3,944
Basketball (B,G)				
Baseball				
Soccer (B,G)				
Field Hockey				
Gym Asst (B,G)				
Softball				
Volleyball				
Cheer Asst (Fall/Winter)	1,656	1,805	1,967	2,145
<b>Middle School</b>				
Basketball (B,G)	2,742	2,988	3,256	3,551
Cross Country	1,624	1,770	1,929	2,103
Track and Field	1,624	1,770	1,929	2,103
Cross Country Asst.	1,082	1,180	1,286	1,402
Track and Field Asst.	1,082	1,180	1,286	1,402

COACHING STIPENDS 2018-2019

<b>Varsity</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Football	9,602	10,349	11,084	11,824
Asst. 1	4,271	4,879	5,492	6,102
Asst 2				
Asst 3, Asst 4	3,435	3,818	4,199	4,578
Frosh				
Frosh Asst	3,057	3,357	3,625	3,969
(red circled: as the 2001-2002 incumbent leaves, this position will be grouped with the Soccer cluster)				
Basketball (B)	6,796	7,385	7,975	8,567
Soccer (B,G)	5,981	6,519	7,105	7,744
Basketball(G)				
Ice Hockey (B,G)				
Baseball				
Rugby				
Crew				
Softball				

Wrestling				
Gymnastics (B,G)				
Track (B,G)				
Lacrosse				
Field Hockey				
Volleyball				
Indoor Track				
X Country (B,G)				
Fall Cheer				
Winter Cheer				
Skiing	4,128	4,500	4,764	5,347
Swim				
Golf				
Tennis (B,G)				
<b><u>Junior Varsity</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
Baseball	3,617	3,938	4,297	4,682
Basketball (B,G)				
Track (B,G) / V Asst				
Cross Country (B,G) / V Asst				
Indoor Track (B,G) / V Asst				
Ice Hockey / V Asst				
Wrestling / V Asst				
Rugby / V Asst				
Softball				
Track Frosh				
Soccer (B,G)				
Lacrosse (B,G)				
Field Hockey				
Volleyball				
Tennis V Asst				
<b><u>Freshmen</u></b>				
Lacrosse (B,G)	3,106	3,387	3,689	4,023
Basketball (B,G)				
Baseball				
Soccer (B,G)				
Field Hockey				
Gym Asst (B,G)				
Softball				



Volleyball				
Cheer Asst (Fall/Winter)	1,689	1,841	2,007	2,188
<b><u>Middle School</u></b>				
Basketball (B,G)	2,797	3,048	3,322	3,622
Cross Country	1,657	1,805	1,967	2,145
Track and Field	1,657	1,805	1,967	2,145
Cross Country Asst.	1,104	1,203	1,312	1,431
Track and Field Asst.	1,104	1,203	1,312	1,431

\* It is understood that, for every 25 student athletes, another Assistant Coach will be added for Cross Country and Track and Field.

\*\* It is understood that coaches will receive an extra \$200 for each post-season, MIAA State Sanctioned Tournament event.

**APPENDIX D  
MILTON EDUCATOR EVALUATION SYSTEM**

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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:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not less than ten minutes duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The District-determined measures shall be developed collaboratively by educators at the subject, department or grade level. Measures developed must be consistent across the district and supported by the curriculum. If collaborative development does not result in consensus, a tripartite panel, consisting of an MEA representative, an administrator, and a mutually agreed upon third party, will make the determination of the measures to be used. The panel's decision shall be final.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 45 school 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.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
  
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
  
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
  
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
  
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
  
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
  
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role. See Section 9 – Goal Setting and Development of the Educator Plan.
  
- 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.
  
- T) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of not less than ten minutes duration by the Evaluator and may include examination of artifacts of practice including student work. At the request of the Educator, 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.

**Parties:** The parties to this agreement are the Milton school committee and the Milton Educators Association.

- U) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)

- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- The parties agree to pilot the DESE rubrics through June 30, 2016.

AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.

BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

DD) **\*Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of not less than ten minutes duration.
  - 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.
- C) Examination of student work samples. Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see #23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.
- D) Educators shall be evaluated based upon two pieces of evidence per indicator. Evidence shall include artifacts of professional practice provided by the educator and observational evidence based upon the evaluator's observation of the teacher that fall within the categories listed above.
- E) Evidence for Standards I and II shall be based primarily on observations. If observations do not provide evidence for Standards I or II, the educator shall provide artifacts of professional practice linked to those indicators specifically. The educator may provide additional evidence to supplement the observational evidence collected, but is not required to do so.
- F) Educators on a two-year plan shall provide evidence for all indicators over the two-year cycle. If an educator provides evidence in year one for Standards III and IV that is deemed proficient at the educator's formative assessment, there shall be an "assumption of proficiency" for year two and the educator shall not be required to provide additional evidence for Standards III and IV in year two.



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) **Evaluation Cycle: Training**

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

6) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district, through the superintendent, shall determine the type and quality of the learning activity based on guidance provided by ESE. The superintendent will work with the MEA to determine the most effective means of providing training. All training of teachers will take place within the contractual day.

7) **Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1<sup>st</sup> or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

- (c) Proposed goals to pursue:
  - (1st) At least one goal directly related to improving the Educator's own professional practice.
  - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, the Milton Public Schools will provide assessment data and analysis and copies of the school and district goals to all educators.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) Educator Plan Development Meetings shall be conducted as follows:

- i) A collaborative process will occur between the team of educators and the evaluator when determining the goals. Team goals must be considered. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of

the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
  - iv) For teachers on a two-year self-directed plan, the goals shall not change in year two of the plan unless, the educator's position has changed or after reflection by the educator and evaluator on the current school year's student data, an adjustment is warranted.
- C) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response which shall be attached to the Plan. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
    - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
    - ii) The Educator shall have at least four unannounced observations during the school year.
  - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
    - i) The Educator shall have at least three unannounced observations during the school year.
- 11) **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. At the request of the educator, a second unannounced observation shall be scheduled.
  - 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.

12) **Observations**

The Evaluator's first observation of the Educator shall take place by November 15. Observations required by the Educator Plan shall be completed by May 15<sup>th</sup>. 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. The Evaluator shall state the indicators that are evident during an observation.

A. Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations of not less than ten minutes duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (c) 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. Within 5

school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

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

13) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes 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) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home via certified mail.

- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
  - H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. 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.
- 14) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
  - B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
  - C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
  - D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
  - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
  - F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
  - G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. 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.

15) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15<sup>th</sup>.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1<sup>st</sup>.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10<sup>th</sup>.

- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
  - M) The Educator shall sign the final Summative Evaluation report by June 15<sup>th</sup>. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
  - N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative valuation report.
  - O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 16) **Educator Plans – General**
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
  - B) The Educator Plan shall include, but is not limited to:
    - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
    - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
    - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs. Notwithstanding the examples cited above, educators shall not be required to provide more than two pieces of evidence per indicator and goal.
  - 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.
- 17) **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.
- 18) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is



moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15<sup>th</sup>.
- 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.

20) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.  
  
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 45 school days and no more than one school year.
- B) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- C) 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.
- D) 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.
- E) 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. The recommendations for improvement in the Plan shall be reasonable and attainable.

- ii) If the Educator requests that a representative of the Employee Organization/Association attend the meeting(s), the request shall be granted.
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- F) 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.
- G) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- H) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial

progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

## 21. Timelines

The parties will meet to establish a mutually agreeable timeline for the 2014-2015 school-year.

Superintendent, principal, or designee meets with Evaluators and Educators to explain evaluation process.	By Wednesday of the third week of school
Evaluator meets with first-year Educators to assist in self assessment and goal setting process Educator submits self-assessment and proposed goals	Wednesday after Columbus Day
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plans may be established at Summative Evaluation Report meeting in prior school year)	Two weeks after submission of Self Assessment and Goals
Submit Educator Plan	First Wednesday in November
Evaluator Signs Educator Plan	Second Wednesday in November* <i>* If it is Veteran's Day, the second Thursday of November</i>
Evaluator shall complete first observation of each Educator	Third week of November
<b>For Educators on 1-year Plans AND Educators on 2-year Plans in their 2<sup>nd</sup> Year</b>	
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <b>[Educators on 1-year plans only.]</b>	Wednesday after Martin Luther King Jr. Day
Evaluator shall complete mid-cycle <b>Formative Assessment Reports</b> for Educators on one-year Educator Plans <b>[For educators on 1-year plans only.]</b>	Wednesday after February Vacation
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	By the second Wednesday in March
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <b>[Educators on 1-year plans AND educators in their 2<sup>nd</sup> year of a 2-year plan.]</b>	Wednesday after April Vacation

Evaluator completes <b><u>Summative Evaluation Report</u></b> <b><i>[For educators on 1-year plans <u>AND</u> educators in their 2<sup>nd</sup> year of a 2-year plan.]</i></b>	Fourth Wednesday in May
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	Within two weeks of getting report
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	Within three weeks of getting report
Educator signs Summative Evaluation Report and adds response if desired.	Friday of last full week of school
<b>For Educators on 2-year Plans in their <u>1<sup>st</sup> Year</u></b>	
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <b><i>[Educators in the 1<sup>st</sup> year of a 2-year plan only.]</i></b>	First Wednesday of May
Evaluator completes <b><u>Formative Evaluation Reports</u></b> for educators in the 1 <sup>st</sup> year of a 2-year plan. <b><i>[For educators in 1<sup>st</sup> year of 2-year plan only.]</i></b>	First Wednesday of June
Evaluator conducts Formative Evaluation Meeting, if any	Friday of last full week of school

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


**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.

**22. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering

making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

- B) In order to qualify to apply for a teacher leader position, the Educator must have had a summative evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary 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.

23. **Rating Impact on Student Learning Growth**

The parties shall establish a committee to negotiate the issues related to the rating impact on student learning growth. No changes shall be implemented without mutual agreement between the parties.

24. **Using Student feedback in Educator Evaluation**

At the educator's discretion, the Educator may create an age-appropriate method for seeking student feedback. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. The feedback will not be made available to the evaluator unless the educator voluntarily provides it.

25. **Using Staff feedback in Administrator Evaluation**

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

26. **General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a

meeting, the Evaluator’s supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) Violations of this article are subject to the grievance and arbitration procedures

**Appendix A: Teacher Rubric**

**Standard I: Curriculum, Planning, and Assessment.** *The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

<b>Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.</b>				
<b>I-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	<b>Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.</b>	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.

I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students this age or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students this age but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	<b>Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.</b>	Demonstrates expert knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward meeting stated outcomes. Is able to model this element.
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I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Rigorous Standards-Based Unit Design	Plans individual lessons rather than units of instruction, or designs units of instruction that are not aligned with state standards/ local curricula, lack measurable outcomes, and/or include tasks that mostly rely on lower level thinking skills.	Designs units of instruction that address some knowledge and skills defined in state standards/local curricula, but some student outcomes are poorly defined and/or tasks rarely require higher-order thinking skills.	<b>Designs units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn the knowledge and skills defined in state standards/local curricula.</b>	Designs integrated units of instruction with measurable, accessible outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	<b>Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.</b>	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

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

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



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

**Standard II: Teaching All Students.** *The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.*

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## Appendix E Teacher Expectations

### TEACHER EXPECTATIONS

Using a web-based program, we intend to improve communication between school and home so as to enhance student achievement. This collaboration is a work in progress designed to encourage teachers to take technological risks in the interest of educational excellence. There is a general understanding that web pages, as well as their timeliness, will vary based on teachers' schedules and the availability of the technology.

Effective September 1, 2016, the District shall pilot an alternative web-based program at the High School. Following completion of the pilot, representatives of administration and the MEA shall meet to determine whether to implement the piloted program district-wide. If the parties agree to implement the piloted program district-wide, the parties shall meet to make any necessary changes to Appendix E. No changes shall be made to Appendix E during the term of the contract without mutual agreement between the parties.

### TEACHER EXPECTATIONS

<b>Contents</b>	
Syllabus	1 time (MHS & PMS only)
Course Description	1 time (MHS & PMS only)
Grading Policy	1 time (MHS & PMS only)
Assignments:	
tests	as appropriate (MHS & PMS only)
homework	monthly general description/outline of material (MHS & PMS only)
<b>Links</b>	4 links
Resources	
<b>News</b>	monthly up-dates (for example, general curriculum, reports)
<b>Calendar</b>	monthly District calendar and special projects and activities in classroom
<b>Web Page Picture</b>	as desired
<b>Email Address</b>	must be visible on the teacher web page

## Appendix F

### SICK LEAVE BANK AGREEMENT

As a condition of accepting these days from the Sick Leave Bank, I agree to the following:

1. I agree to return to service immediately after the prolonged illness
2. I agree that my return from leave will be for a minimum of at least the length of the leave\* and to meet all terms of the regulations.
3. I understand that default of this signed agreement will result in refunding to the Town of Milton twice the amount of the salary received while covered by sick leave from the Sick Leave Bank.

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Name

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Signature

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Date

\*A teacher returning need only to finish the school year to fulfill the requirement.

## Appendix G

Members of Unit A are eligible for employment positions with the District's ESAP and/or ASE Programs, provided such work is performed outside the member's contractual work hours and does not otherwise conflict with from the member's duties and responsibilities under this CBA and/or District policies.

All appointments of Unit A members to positions with the ESAP and/or the ASE Programs shall be at the sole discretion of the Committee, acting by and through the Superintendent of Schools and/or his/her designee (hereinafter, the "Superintendent.") Each appointment shall be for a term designated by the Superintendent and shall be subject to those terms and conditions identified from time to time by the Superintendent.

Work in the ESAP and/or ASE Programs shall not constitute exclusive bargaining unit work. No other provisions of this CBA, including without limitation the grievance and arbitration provisions of the CBA, shall be applicable to employment in the above programs except that any future disputes over the failure to pay for hours that are worked subsequent to the execution of this agreement may be submitted to the grievance and arbitration procedure. The Committee expressly reserves the right to employ individuals who are not Unit A and/or MEA Members to employment positions in the ESAP and ASE Programs.

Unit A Members shall be subject to the same employment application, interview and screening processes as outside candidates for these additional employment opportunities. The Committee shall have no legal and/or contractual obligation of any kind to employ any Unit A Member in any available employment position and/or to maintain such employment with the ESAP and/or ASE Programs.

Unit A Members who are employed in positions with the ESAP and/or ASE Programs shall receive one paycheck from Milton Public Schools/Town of Milton for the two positions and shall be compensated at the hourly rates set forth in this Agreement as follows. The Association waives its right to negotiate over future increases to the rates of pay set forth below.

ASE Supervisor:	\$21.43 / hour
ASE Specialist:	\$18.96 / hour
ASE Over 18:	\$12.46 / hour
ASE Under 18:	\$10.00 / hour
ESAP Supervisor:	\$21.42 / hour
ESAP Over 18:	\$17.29 / hour
CC Supervisor:	\$33.12 / hour
VACA Supervisor:	\$20.02 / hour
CC Assistant Supervisor:	\$19.52 / hour
VACA Assistant Supervisor:	\$15.73 / hour
CAMP Over 18:	\$12.46 / hour
CAMP Under 18:	\$10.00 / hour

## **MILTON EDUCATORS ASSOCIATION BARGAINING TEAM:**

Margaret Gibbons, President  
Brian Borde  
Dyanne Crowley  
James DeMaggio  
Kerri Devin  
Christine Hodgkins  
Nancy Trifone-Seale  
Brendan Sharkey, MTA Field Representative

## **MILTON SCHOOL COMMITTEE**

Leroy Walker, Chair  
Kevin Donahue, Vice Chair  
Kristan Bagley Jones, Member  
Sheila Varela, Member  
Margaret Eberhardt, Member  
Elaine Craghead, Member

### **School Committee Bargaining Team**

Michael Zullas (former School Committee member)  
Rebecca Padera (former School Committee member)