

**A**

**COLLECTIVE BARGAINING**

**A G R E E M E N T**

**BETWEEN THE NEEDHAM SCHOOL COMMITTEE**

**and the**

**NEEDHAM EDUCATION ASSOCIATION**

**2016-2019**

**UNIT A**

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Agreement	1
	Preamble	1
Article 1	Recognition Employees in Unit A Non-discrimination clause	2
Article 2	Rights of the Association	3
	Dues authorization	3
	Participation in Credit Unions	4
	Agency Fee	5
Article 3	Rights of the Committee	5
Article 4	Professional Consultations Description of Procedures	6
Article 5	Grievances Process and Levels	6
Article 6	Arbitration Timetable and Fees	9
Article 7	Continuity of Employment Prohibited Activity	10
Article 8	Teaching Assignments and Transfers Voluntary and Involuntary Transfers Inter-school travel reimbursement	11
Article 9	Vacancies and Promotions	13
Article 10	Summer School, Adult Education Programs Federal Programs (Repealed 2016)	14
Article 11	Teacher Evaluation Procedure and Schedule	14
	11A Personnel File	15
	11B Complaint Against Teacher	16
	11C Discharge and Non-Renewal	16
Article 12	Teachers' Legal Assistance Nurses' Malpractice Insurance	17
Article 13	Use of School Facilities Community and Association Use	17
Article 14	Teacher Facilities Professional Needs of Staff	19
Article 15	Health and Safety (H&SC) Committee Mission, Composition, Meeting Schedule, Education and Training, Monitoring, Communication, Grievance and Arbitration	19

Article 16	Insurance Payroll Deductions for Life and Health Insurance	22
Article 17	Tax Sheltered Annuities Date of Submission	22
Article 18	School Calendar and Professional Responsibilities Teacher Work Year Secondary Guidance Counselors Work Year Teacher Work Day Teacher Absence School Hours High School Schedule Professional Meetings/Evening Meetings Duty-free Lunch Period Lunch Duty Supervision Preparation Periods Class Size Substitutes No Duty Assignment for NEA President High School College Recommendations Elementary Compensation Days	23 23 23 24 24 25 25 25 26 26 26 28 28 29 29 29
Article 18A	Teacher Mentor Program	30
Article 19	Sabbatical Leave	31
Article 20	Sick Leave/Family Sick Leave Allocation Notification Date for Sick Leave Buyback Unpaid Medical Leave of Absence	32
Article 21	Sick Leave Bank Criteria for Eligibility Committee Membership	35
Article 22	Worker's Compensation	36
Article 23	Educational Leave Approved Opportunities Allocation of Professional Days	37
Article 24	Personal Leave Allocation	38
Article 25	Bereavement Leave Eligibility and Duration	39
Article 26	NEA Leave Duration	39
Article 27	Peace Corps, Exchange Teacher, Vista Teacher	40
Article 28	Military Leave Mandatory Leave	40

Article 29	Parental Leave Notice Requirements Family Medical Leave Act Salary Advancement	41
Article 30	Other Leaves Notification Requirements Discretionary Leaves Jury Duty	43
Article 31	Salaries and Professional Development Board Certified Behavior Analyst Initial Salary Ninety Days for Step Increases Non-Renew/Professional Status Notice of Termination Lane and Step Changes Tuition Reimbursement Student Teacher Vouchers Athletic, Cocurricular, and Leadership Stipends Longevity	44 45 45 45 45 45 46 48 49 49
Article 32	Reduction in Force Procedures Articulation of Disciplines Notification Dates	50
Article 33	Separability and Savings	53
Article 34	Duration and Negotiations Procedures  Salary Schedules/Stipend Committee  Schedule A Faculty Salaries Schedule B Athletic Stipends Schedule C Cocurricular Stipends Schedule D Leadership Stipends Schedule E Miscellaneous Stipends	53  54  56 60 57 58 59
Appendix		63
	Side Letter of Agreements Massachusetts Supreme Judicial Court Guidelines for Preparation of Individual Professional Development Plans Initiatives Committee Form for Individual Professional Development Plan	63 63 63 63 64
	Evaluation Instrument for Teachers	70

## **AGREEMENT**

This Agreement is made and entered into as of the first day of September, 2016, by and between the School Committee and the Town of Needham (hereinafter referred to as the "Committee") and the Needham Education Association (hereinafter referred to as the "Association").

## **PREAMBLE**

In entering this field of collective bargaining, it has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the legitimate interest of the teachers in their rights of compensation and conditions under which they perform their duties, all with a goal to improving educational opportunities and special services for the students enrolled in the Needham Public Schools.

The parties acknowledge that the Committee has complete authority, except as modified by this Agreement and prevailing State statutes, over the policies and administration of the schools which it exercises under law and that this vehicle of collective bargaining will continue to provide the teachers with an opportunity to bring their knowledge and experience to bear on matters of professional concern, together with that of the Committee, with a goal of assisting in solving the growing problems inherent in the advancement of education.

## **ARTICLE I - RECOGNITION**

### **SECTION 1**

In recognition of the fact that a majority of the employees in the unit described below, in an election conducted by the Massachusetts Labor Relations Commission in Case No. MCR-484, have designated the Needham Education Association as their bargaining representative on all matters cognizable as subjects of collective bargaining under the provisions of Chapter 150E of the Massachusetts General Laws and any subsequent amendments thereto, the Committee recognized the Association as the exclusive bargaining agent of the employees in the following unit for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

All full-time and regular part-time Teachers, Teacher Specialists, English Language Learner Teachers, Adjustment and Guidance Counselors, Psychologists, Speech and Language Therapists, and Media Specialists in the Elementary, Middle, and Senior High Schools, **Board Certified Behavior Analysts, Occupational Therapists, Physical Therapists**, and school nurses.

But excluding:

The Superintendent of Schools, the Assistant Superintendents, all Principals and Assistant Principals, Directors, all other Unit B, C, D , and E members, as well as other employees of the Needham Public Schools.

Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "teachers."

### **SECTION 2**

The Committee and Association agree that there will be no discrimination in the hiring of teachers or in their training, assignment, promotion, transfer, or discipline because of race, creed, national origin, gender, marital status, or political activities protected by the statutes of the Commonwealth of Massachusetts.

### **SECTION 3**

The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E, with respect to the wages, hours, and conditions of employment of teachers covered by this Agreement.

### **SECTION 4**

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

The Committee shall not be under an obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof.

In the event that agreements are mutually reached on a voluntary basis between the Committee and the Association, they will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this Agreement.

## **ARTICLE 2 - RIGHTS OF ASSOCIATION**

### **SECTION 1**

There shall be no discrimination, interference, restraint, or coercion by the School Committee or the Association or their respective agents against any teacher because of membership or non-membership in or participation in the lawful activities of the Association.

Representation by the Association in the capacity of bargaining agent shall be available to all teachers in the unit covered by this Agreement who are eligible for membership. No teacher shall be required to join the Association or to pay a fee or dues as a condition of employment or to obtain such representation.

### **SECTION 2**

The Committee agrees that, in accordance with the provisions of Chapter 180, Section 17 (c) of the General Laws of Massachusetts, it will request the Town Treasurer to deduct membership dues from the salaries of its teachers who have voluntarily submitted written authorization in the form set forth below.

Dues will be deducted in twenty-six (26) equal payments beginning with the first paycheck in September. **Beginning in September 2017, dues will be deducted in twenty-four (24) equal payments beginning with the first paycheck in September.**

The amount so deducted will be remitted in accordance with such authorization to the Needham Education Association for disbursement to the respective organizations, provided that the Committee shall be under no obligation to make any such deductions after the receipt of a revocation, in accordance with the terms hereof.

The Committee will incur no liability for loss of due monies after the Association representative receives said monies in person from the Town Treasurer.

### **DUES AUTHORIZATION CARD**

To:     Needham School Committee  
          Needham, Massachusetts

I hereby request and authorize the Needham School Committee to direct the Town Treasurer to deduct from my earnings and transmit to the Associations listed below an amount sufficient to provide for the regular payment of membership dues as certified by each such Association in twenty-six (26) equal payments beginning with the first paycheck in September. **Beginning in September 2017, dues will be deducted in twenty-four (24) equal payments beginning with the first paycheck in September.**

This authorization shall remain in effect (1) until the termination of the Agreement between the Committee and the Association providing for such deductions or (2) my written revocation of this authorization, which shall become effective sixty (60) days after receipt of such revocation by the Superintendent of Schools and the President of the Needham Education Association.

I hereby waive all rights and claims for said money so deducted and transmitted in accordance with this authorization and relieve the Committee and all of its officers and agents from any liability therefor.

Needham Education Association	( )
Massachusetts Teachers' Association	( )
National Education Association	( )

Date \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

**SECTION 3**

Each of the Associations named in Section 2 above will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee ninety (90) days' written notice prior to the effective date of such change.

**SECTION 4**

In accordance with the provisions of Section 178B of Chapter 149 of the General Laws, the School Committee will request the Town Treasurer to make payroll deductions for those teachers who so authorize him/her for payments into either the Massachusetts Teachers' Association Credit Union (Century Bank & Trust Company of Medford) or U.S. Trust or Wellesley Municipal Employees Federal Credit Union. Such deductions are to be made each pay period and are to be limited to savings and/or loans to be placed with the credit union(s) named in this Section. Said deductions are to be paid promptly to the Credit Unions.



## **SECTION 5**

The School Committee accepts the association's request that effective on the 30<sup>th</sup> day following the ratification of this agreement and/or after the commencement of employment and/or by December 1 of any school year, whichever is applicable, bargaining unit members shall become members in good standing of the Association. Any bargaining unit member who does not become a member shall be required to pay an agency service fee to the Association, which shall be set by the Association and/or its affiliate organizations (the Massachusetts Teachers Association and the National Education Association), payable upon notice as per the procedures and regulations determined by the Division of Labor Relations Commonwealth Employee Relations Board under its authority pursuant to M.G.L. Chapter 150E.

The sole method available for the collection of delinquent agency service fees shall be by civil litigation that shall be the sole responsibility of the Association. No bargaining unit member may be discharged or disciplined for failure to pay an agency service fee.

The Association shall indemnify the School Committee for any liability, exclusive of attorneys' fees and related costs, which incurs as a result of having entered into or administering this agency service fee agreement.

## **ARTICLE 3 - RIGHTS OF THE COMMITTEE**

### **SECTION 1**

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of Needham charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Needham Public Schools, it is acknowledged that the Committee has a final responsibility of establishing the educational policies of the public schools in Needham.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the Committee by the Statutes of the Commonwealth of the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

## **ARTICLE 4 - PROFESSIONAL CONSULTATIONS**

### **SECTION 1**

In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions, systematically and periodically collated and expressed, are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Needham Public Schools; and in recognition of the Association's knowledge of the ideas and opinions of the teachers, the parties agree that a Professional Consultation procedure should be established to be operative during the term of this Agreement.

### **SECTION 2**

This procedure is not intended to replace the grievance or arbitration procedures set forth herein or to make any matter a mandatory subject of discussion at any time other than at consultations that would not be a mandatory subject of discussion in the absence of the provisions of this Section.

### **SECTION 3**

Consultation sessions will be scheduled with the Committee once every two (2) months upon written request of the Association. They will be the primary item on the agenda for that evening and up to two (2) hours will be reserved for that section of the agenda. The subject matters may include any item of concern or interest to the Association. Two weeks prior to the date scheduled for the consultation, the Association will submit a written agenda of subjects about which it desires to consult at the meeting with the Superintendent of Schools. The consultation will be confined to the subjects on that agenda. In order to expedite the procedure, a preliminary meeting will be held between representatives of the Association (normally not to exceed three (3) in number) and the Superintendent and/or his designees to review the agenda items. If a satisfactory understanding is reached with respect to certain items, the content (or withdrawal) of these will be reported to the Committee by the Superintendent on the date set forth by the consultation meeting.

## **ARTICLE 5 - GRIEVANCES**

### **SECTION 1**

For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by a teacher covered by this Agreement that:

- (1) the teacher has been subject to a violation, inequitable application, or misinterpretation of a specific provision of this Agreement, or
- (2) the teacher has been subjected to an unfair or discriminatory act contrary to established policy and practice.

## **SECTION 2**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

## **SECTION 3**

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above level one and to state its views. If the teacher so chooses, a representative of the Association may be present at level one. The grievant may not elect to have anyone other than the exclusive bargaining representative present or to represent him/her during the grievance/arbitration procedure without the express written consent of the Association. The Association must be notified of the outcome of any level one grievance at which an Association representative is not present.

## **SECTION 4**

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Needham for any teacher involved in presenting such grievance.

## **SECTION 5**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. For grievances and arbitration time limits, "days" shall be defined as days within the work year for teachers when students are in scheduled classes, including part-days and exam days. The time limits specified may be extended only by mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of the acts which occurred prior to the execution to this Agreement shall be submitted to the Committee under the provisions of this Article. It is understood that any grievances pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations. A teacher may contact the Association at any time prior to or during the grievance procedure.

## **SECTION 6**

If at the end of twenty (20) days next following either the occurrence of any grievance or the date when the teacher should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth below, the grievance shall be deemed to have been waived.

**Level One**                      A teacher with a grievance will first present it in writing to the teacher's principal or immediate supervisor. Unless the parties mutually agree otherwise, a Level One grievance meeting will be held between the parties within five (5) days of receipt of the grievance by the principal or supervisor. The principal or supervisor will respond in writing within five (5) days of the Level One meeting.

**Level Two**                      If the grievance is not satisfactorily resolved, the grievant has fifteen (15) days from the written response of the principal or supervisor to file the grievance in writing with the Superintendent or designee. Unless the parties mutually agree otherwise, a Level Two grievance meeting will be held between the parties within five (5) days of the receipt of the grievance by the Superintendent or designee. The Superintendent or designee will respond in writing within ten (10) days of the Level Two meeting.

**Level Three**                      If the grievance is not satisfactorily resolved, the grievant has fifteen (15) days from the written response of the Superintendent or designee to file the grievance in writing with the School Committee. Unless the parties mutually agree otherwise, a Level Three grievance meeting will be held with the School Committee within fifteen (15) days of the receipt of the grievance by the School Committee. The School Committee will respond in writing within fifteen (15) days of the Level Three meeting.

**Level Four**                      If the grievance is not satisfactorily resolved, the Association has thirty (30) days from the written response of the School Committee to give notice to the School Committee that the grievance is being submitted to arbitration.

## **SECTION 7**

If there is a grievance which directly affects a group or class of teachers or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance.

## **SECTION 8**

A grievance not initiated within the time specified shall be deemed waived. Failure of the teacher filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

## **SECTION 9**

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

## **SECTION 10**

The School Committee will, upon request, provide the Association with copies of any documents in its possession including approved minutes of the School Committee which may be necessary for the Association to process grievances under the Agreement.

# **ARTICLE 6 - ARBITRATION**

## **SECTION 1**

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: the arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

## **SECTION 2**

The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and preparation and representation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake, and in no event shall any present or future member of the Committee have any personal obligation for payment under the provisions of this Contract.

## **SECTION 3**

The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. He shall arrive at his decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association, and the teacher or group of teachers who initiated the grievance.

## **SECTION 4**

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

## **SECTION 5**

Grievances involving the substantive and procedural aspects of employment, appointment, hiring, and promotion of personnel may be advanced to Level Two; thereafter they may proceed to arbitration pursuant to Article 6 of this Agreement.

# **ARTICLE 7 - CONTINUITY OF EMPLOYMENT**

## **SECTION 1**

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof that they shall not cause, sponsor, sanction, assist, or participate in any strike, work stoppage, concerted absence, or refusal to perform assigned duties\* or other illegal activities directed against the Needham Public Schools during the term of this Agreement.

## **SECTION 2**

If the Association disclaims such activities publicly and in writing to the Committee, and advises the individuals concerned that the activity is illegal and in violation of this Contract, and instructs them to cease such activities, it will not be liable in any way therefore.

## **SECTION 3**

Teachers who participate in any such activities may be disciplined or discharged as the Committee in its judgment deems proper; said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

## **SECTION 4**

In connection with any negotiations for a successor agreement held pursuant to Article 35 (Duration), said negotiation shall be conducted without the threat of sanctions or strikes by either party, and any outstanding differences shall be referred to the mediation, fact-finding, or other statutory impasse procedures permitted by law only.

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\* This phrase is not intended to refer to non-compensated extracurricular duties which are not presently assigned.

## **ARTICLE 8 - TEACHING ASSIGNMENTS and TRANSFERS**

### **SECTION 1**

Each teacher within the Needham Public Schools will be provided with a copy of this Agreement.

### **SECTION 2**

Teachers, other than newly appointed teachers, will be notified in writing of any change of their teaching assignment from the prior school year, including the school or schools to which they will be assigned, the grade or subject they will teach, and any special or unusual classes which will require special preparation beforehand. This notification will be given as soon as practical and normally not later than the close of the school year. In the event that changes in assignment are necessitated by conditions arising during the summer, notice of such change will be sent within five (5) calendar days by certified mail to the teacher's permanent home address or summer address provided by the teacher.

### **SECTION 3**

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another school building shall file a written statement of such desire with the Superintendent, not later than

March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school to which he or she wishes to be transferred. As soon as practical, and normally not later than the close of school, the Superintendent shall notify said teacher of the disposition of the request. In any event, applicants will be notified within seven (7) days of the time the vacancy is filled.

Nothing in this section should be construed to prohibit a teacher from submitting a request for a transfer at any time. Said request will be given the fullest consideration if there is a vacancy available for which the teacher is licensed and qualified.

The wishes of the individual teacher with respect to grade assignments in the elementary school and subject assignment in the secondary school will receive the fullest consideration, but the instructional requirements of the school system and its pupils will be the controlling factor, as decided by the Superintendent without recourse to arbitration.

Requests for transfer will be kept on file and will be considered as a request for said position if it opens during the summer months.

While it is recognized that positions must be filled promptly, the administration will notify the staff of known vacancies by posting the current list conspicuously so that appropriate requests for transfer may be filed. Efforts will be made to keep the information reasonably current, but it is recognized that the final responsibility of requesting such transfer, even in advance of openings, is on the individual teacher.

#### SECTION 4

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will be hired and assigned within the scope of their teaching licenses, their college undergraduate major or minor fields of study, or their subject interests as pursued at the graduate level. Exceptions to the above will only be temporary and for good cause as determined by the Superintendent of Schools.

#### SECTION 5

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 Needham Public Schools will be considered. ***If the principal determines that all factors are equal among the teachers in the affected discipline, within a school building, then the decision will be based upon length of service in the Needham Public Schools.*** Teachers being involuntarily transferred will be transferred to comparable positions ***insofar as*** is reasonably practical. Teachers who are involuntarily transferred will notify their principal or immediate supervisor by February 15, ***for up to three school years***, if they wish to return to their former assignment if such position is open in the ensuing year. Teachers who are involuntarily transferred will be given due consideration to return to their former assignment or any open position. ***“Due consideration” means that the teacher’s request will not be arbitrarily denied.***



In the event that the Superintendent determines, as a result of unsuccessful performance on the part of a teacher, that a transfer would be in the best interest of the students or the teacher, the teacher will be so informed in writing at the time of the notice of transfer by the Superintendent. Such involuntary transfers may not be included as part of the rotational system described above.

## **SECTION 6**

All requests for transfer must be renewed each year. 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.

## **SECTION 7**

In arranging schedules for teachers who are regularly assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Travel time will be in lieu of an assigned duty. Such teachers will be entitled to receive the prevailing town mileage rate whenever such travel is in accordance with current regulations. Travel to and from home shall not be considered as travel between schools.

# **ARTICLE 9 - VACANCIES and PROMOTIONS**

## **SECTION 1**

For purposes of this Article, a "promotional position" is defined as any position paying a salary differential over and above that of a classroom teacher, including those positions in the central office or those listed in Schedule B, C, or D, or any position in Unit B, as defined by the Massachusetts Labor Relations Commission, Case No. MCR-484.

## **SECTION 2**

The filling of promotional positions within the Needham Public Schools is the responsibility of the Superintendent following the review and approval of the Principal's recommendation.

## **SECTION 3**

Whenever a vacancy occurs in a promotional position during the school year (September to June), it will be publicized by means of the electronic personnel conference as soon as the vacancy occurs. During the months of July and August, notice of such vacancy will be conveyed directly to the President of the Needham Education Association or his/her designee.

In the event these procedures are not followed, the positions will be reopened and publicized as set forth above.

#### **SECTION 4**

All such notices shall set forth those specifications, qualifications, and compensation for the position and the date by which application shall be filed with the Superintendent.

#### **SECTION 5**

Advancements or promotions shall be based upon the Superintendent's judgment as to what will best serve the interests of the students, and the Superintendent will give due consideration to the professional background (attainment), knowledge, ability, skill, efficiency, attendance, physical condition, general health, and personality of the applicants. Whenever the above factors are equal in the judgment of the Superintendent, the applicant with the longest tenure of employment in the Needham Public Schools will be advanced or promoted. It is recognized that the final decision as to promotions must rest with the Superintendent. All applicants will be notified of the disposition of their applications. The administration will continue its practice of discussing his/her application, on a confidential basis, with an individual, upon his/her request.

#### **SECTION 6**

Nothing in this Agreement shall prevent the Superintendent or the administration from making acting appointments in the best interests of the educational needs of the system until positions can be filled with permanent appointments. Time spent in such acting appointments shall not be regarded as evidence of superior qualifications for the permanent openings.

### **ARTICLE 11 - TEACHER EVALUATION**

#### **SECTION 1**

The educator evaluation system shall be conducted in accordance with the teacher and caseload educator contract language attached as part of this agreement.

#### **SECTION 2**

All observations by any means for the purpose of evaluating the professional performance of a teacher will be conducted openly and with full knowledge of the teacher. Documents currently used in the evaluation of professional status and pre-professional status teachers are available in the Human Resources Office and are also available from the President of the Needham Education Association. The Director of Human Resources shall by September 15 of every school year send to each teacher scheduled to be evaluated during the school year a copy of the evaluation procedure (documents, handbook, etc., whatever is appropriate).

### **SECTION 3**

Teachers will review and be given a copy of any evaluation report prepared by the evaluator. After such review, the teacher will initial the report to indicate the fact that the review has been completed.

### **SECTION 4**

No materials 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 such material. Excluded from this will be material such as confidential references received at the time of the teacher's initial employment.

### **SECTION 5**

The teacher will acknowledge that he/she has had an opportunity to review such 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. No such materials will be inserted into the teacher's personnel file until at least seven (7) calendar days after the teacher has been given an opportunity to review the material. 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.

### **SECTION 6**

Any contention that an "unsuccessful" evaluation is arbitrary or without foundation may be raised through the grievance procedure, but in no event beyond the level of the School Committee.

### **SECTION 7**

It is recognized that evaluations conducted under the provisions of Chapter 71, Section 38G, for the purposes of teacher certification are distinct from evaluations conducted by the Needham School Department under the terms of this contract, and material gathered in the former will not be used in the latter except to the extent to determine whether a permanent certificate is in fact held.

### **SECTION 8**

For the 2016-2017 school year, a study committee of administrators and teachers will convene to develop a model for student feedback to be incorporated into the educator evaluation model as required by regulation.

## **ARTICLE 11A - PERSONNEL FILE**

### **SECTION 1**

Teachers have a right, upon request, to review the contents of their personnel files. Excluded from this would be documents of a "confidential" nature received prior to employment.

## **ARTICLE 11B - COMPLAINT AGAINST TEACHER**

### **SECTION 1**

Any complaint regarding a teacher from a parent, student, or other person requiring administrative action shall be promptly called to the attention of the teacher before any administrative action is taken. This section will not be construed to prevent the administration from conducting an investigation before the complaint is brought to the attention of the teacher.

### **SECTION 2**

In the course of reprimand or discipline by a member of the administration, the teacher may request that a representative of the Association be present.

## **ARTICLE 11C - DISCHARGE AND NON-RENEWAL**

### **SECTION 1**

Subject to the provisions of this Article, no teacher with professional teacher status shall be discharged without just cause. In no event shall this clause be construed to allow the following decisions to be subject to arbitration under the terms of this Agreement: failure to rehire a teacher without professional teacher status or failure to rehire any teacher with respect to a position without professional status.

It is recognized that this Article provides alternative remedies, either statutory or through arbitration, to professional status teachers in the case of dismissal. The teacher shall notify the School Committee in writing of the election of a remedy within three (3) days after notification to the teacher of the vote of the Committee taken under the provisions of General Laws Chapter 71, Section 42, in the case of dismissal.

In case of a non-rehire of a teacher without professional teacher status, the Principal will inform the teacher of the reasons for his/her recommendations prior to the time the recommendations are made to the Superintendent. If after the Superintendent has acted on the recommendation, the individual wishes to have a meeting with the Superintendent to discuss the decision, the request should be filed with the Superintendent for such a meeting. The meeting will be held within ten (10) days from the request, at which time the teacher may be represented by counsel if the teacher so desires. A representative of the Association also has the right to be present at said meeting.

A decision to dismiss a Nurse shall not be subject to arbitration unless the Nurse has served for at least three previous consecutive school years and actually reported for work on the first day of the nurse's fourth consecutive school year.

## **ARTICLE 12 -TEACHERS' LEGAL ASSISTANCE**

### **SECTION 1**

Teachers will immediately report in writing all cases of abusive conduct, tort, and/or assault suffered by them in connection with their employment to the Superintendent of Schools.

### **SECTION 2**

This report will be forwarded to the School 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 and the police and the courts.

If criminal or civil proceedings are brought against the teacher alleging that he/she committed an assault while acting within the scope of his/her employment, to the extent permitted by law, the School Committee will request the assistance of Town Counsel to defend him/her in such proceedings, if he/she requests such assistance. If the teacher desires to bring civil or criminal proceedings in connection with an alleged assault suffered by him/her while acting within the scope of his/her employment, such teacher may request the School Committee to request Town Counsel to represent him/her in such proceedings. If the School Committee does not provide Town Counsel or other counsel and if the teacher prevails in the proceedings, the School Committee will reimburse the teacher for reasonable counsel fees incurred by him/her as allowed by law.

### **SECTION 3**

A teacher, or his/her designee if the teacher is unable to do so, will report any cases of abusive conduct, tort, or assault suffered by him/her in the scope of his/her employment in writing promptly, and in all cases, within forty-eight (48) hours. If a teacher fails to comply with this provision, he/she shall be deemed to have waived all rights of protection under this Article.

### **SECTION 4**

The School Committee agrees to pay the annual cost of malpractice insurance for the nurses, not to exceed \$150 per nurse.

## **ARTICLE 13 - USE OF SCHOOL FACILITIES**

### **SECTION 1**

Priority for the use of school facilities will be given to school functions.

### **SECTION 2**

The general policy of the Needham School Committee is to permit the use of school buildings for educational, recreational, and civic purposes insofar as is practical to do so without interference with

regular school activities. Nothing in this Agreement should be construed as denying the broadest use of these public facilities to the citizens of the community.

### **SECTION 3**

Subject to the foregoing, the Association will have the privilege of using school buildings without cost at reasonable times for meetings or elections. Requests for such use will be made to the Director of Buildings and Grounds, and the principal of the building in question will be notified in advance of the time and place of all such meetings.

The Association may request the use of a secondary school athletic facility and equipment without cost one evening each week. The regular procedure or application for use of school buildings must be followed. In the event that additional custodial services are required, the Association shall bear the cost thereof.

### **SECTION 4**

Association notices may be posted on existing bulletin boards either in the faculty lounge or faculty lunchroom.

- a) If such notice is signed by an authorized representative of the Association; and
- b) If the content of the notice is limited to announcement of recreation or social activities; announcement of elections, appointments, and the results of elections; announcement of meetings; or professional matters.

Copies of all such notices shall be filed with the Superintendent of Schools; any such notice shall be limited to presenting factual data and in no event shall contain inflammatory language or intent.

### **SECTION 5**

Any discussion among teachers concerning Association matters on School Committee property will take place while all of the teachers involved are on break or non-teaching time and not in the presence of students.

### **SECTION 6**

The Association may prepare, at no cost to the Town, communications relating to the conduct of the business of the Association and may distribute these through the teachers' mailboxes to persons covered by this Agreement with restriction. The School Committee reserves the right to permit the distribution of other communications not related to the Association as in its opinion directly relate to the public schools and/or in the best interest of public education. Any such document must have the approval of the Superintendent of Schools prior to distribution.

## **ARTICLE 14 - TEACHER FACILITIES**

### **SECTION 1**

The Committee will continue its practice of making a reasonable effort to accommodate the professional needs of its staff members in performing their duties within the limitations of existing buildings and facilities furnished by the Town.

### **SECTION 2**

In addition to providing ample textbooks, equipment, and supplies, where buildings and facilities furnished by the Town make it feasible to do so, each school shall be provided with the following:

- a) Space for safe storage of personal belongings, instructional materials, and supplies;
- b) A teacher's work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- c) An appropriately furnished room or rooms to be reserved for exclusive use of the professional staff as a faculty lounge; to the extent practical, this area will be in addition to the aforementioned work areas;
- d) A dining area designed for the exclusive use of the adult staff;
- e) Well-lighted and clean rest rooms;
- f) A communications system between the main office and the classrooms;
- g) Where parking space is currently available, a reserved area will be designated for the staff;
- h) It is the intent of the School Committee to provide a reasonably warm teaching area within the scope of energy savings and fiscal policies;
- i) It is the intent of the School Committee that the staff have access to a telephone for private conversations with parents.

## **ARTICLE 15 - HEALTH AND SAFETY**

### **SECTION 1**

The School Committee will strive to provide teachers with safe and healthful working conditions.

### **SECTION 2**

Effective September, 1997, each school in the Needham Public School System will establish a Health & Safety Committee ("H&SC"). The purposes of each H&SC are as follows:

#### **A. Mission**

The mission of the H&SC will be to assist the School Committee in developing and maintaining a safe and healthful environment for all school building occupants. The H&SC shall help identify, troubleshoot, and prevent unhealthy or potentially hazardous conditions within school facilities. In carrying out this mission, the H&SC will serve as a liaison among staff, students, parents, the building administration, and the School Committee. The H&SC shall also be available for consultation with the Town's Permanent Public Building Committee (PPBC) and the Municipal Building Maintenance Board (MBMB).

**B. Composition**

The H&SC shall be comprised of the Principal, the school nurse, two NEA designees, two parents, and two other members determined by the School Council.

**C. Meetings**

Each committee shall meet periodically according to a schedule it determines. The minutes of each meeting shall be recorded and maintained in a binder in the Principal's office at each school.

**D. Education and Training**

The School Committee and the Association shall present to the H&SC's an educational and training program no later than 90 days after the ratification of the agreement. As part of its training, H&SC members will become familiar with building indoor air quality and other building environmental issues as they may affect health and safety through orientation to such materials as the EPA's "Tools for Schools," state recommended materials, the Committee on Air Quality and Acoustic Standards (dated 4/23/96 and 2/97), and The Healthy School Handbook (National Education Association, 1995).

**E. Monitoring**

It is the intention of the parties that the H&SC would monitor matters related to building environmental issues as they may affect health and safety by, for example, gathering and/or receiving information about proposed building work projects, such as demolition, construction, and/or renovation of any physical space in or around the school building:

- 1) collect data and information regarding past or current (in-progress) projects as described above;
- 2) receive concerns from staff regarding building environmental issues;
- 3) monitor action taken on "Request for Maintenance."



**F. Communication**

It is expected that the H&SC will:

- 1) advise the School Committee, Superintendent, PPBC, and MBMB on building health and safety concerns, hazards, and/or training needs of building staff;
- 2) communicate with the building staff on general and specific matters related to building environmental concerns at regular faculty meetings and through other means and at times as it deems necessary.
- 3)

**G. Grievance and Arbitration**

Given the nature and composition of each H&SC, the School Committee and the Association agree that Section 2 of this Article will not be subject to the grievance and arbitration procedures of this contract. Both parties agree to use their best efforts to resolve any differences over the functioning of these H&SC's.

**SECTION 3**

It is the intent of the parties to increase and maximize communication regarding health and safety in the workplace. To this end the following shall be implemented.

- a) The Superintendent and/or the building Principal shall post in a prominent location all information as it becomes available regarding the location, timing, and nature of building work projects as described in Section 2E above. The intent of such posting is to forewarn building occupants in a timely manner so as to avoid potential health and safety problems or hazards.
- b) The building Principal will post in a prominent location the names of the members of the building's H&SC and dates and times of committee meetings.

**SECTION 4**

In any renovation or new construction projects, the following will apply:

- a) All bid documents will be submitted to the Association for its review and recommendations. Said comments must be made within fourteen (14) days for the School Committee's consideration. Exceptions to this requirement may be made by the Superintendent in emergency situations.
- b) The Association shall be provided the opportunity to designate up to two representatives for any committee established by the School Committee relative to such renovation and

new construction projects. This (these) committee(s) may recommend to the School Committee utilization of environmental consultants for testing and advice. In the event any such committee is formed by the Town or any other entity, the Association shall designate representatives for half the seats assigned to the School Committee. It is agreed that in the event the Town or any other entity allocates only one seat to the School Committee, then the School Committee shall designate the representative for the School Department.

- c) The Superintendent will establish an Advisory Committee which shall be made up of two designees appointed by the Superintendent and two designees appointed by the Association. The purpose of the Committee shall be to establish communication between the Association and the Administration regarding any matters related to the project, including matters of health and safety.

## **ARTICLE 16 - INSURANCE**

### **SECTION 1**

As long as the Town of Needham agrees to pay a portion of the health and life insurance program currently in effect, the School Committee will certify deductions of the teacher's share from the payroll checks for participating members upon receipt of a proper authorization.

The HMO plans available to employees on July 1, 2010 are the so-called Rate Saver Plans provided through West Suburban Health Group and are in effect as of July 1, 2010.

In the event the Town of Needham modifies its insurance plan, similar arrangements or amendments to payroll deductions will be made available to all teachers.

### **SECTION 2**

The Town of Needham will assign a payroll deduction slot for teachers to participate in Massachusetts Teachers Association disability insurance plan. The NEA will provide the premium amounts of the plan, along with deduction authorizations for those employees who are eligible for and wish to participate in the plan.

## **ARTICLE 17 - TAX SHELTERED ANNUITIES**

### **SECTION 1**

In order to provide for a non-forfeitable tax-sheltered annuity payable upon retirement or termination of employment, a teacher may contract with the Committee pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts for the purchase of such annuity as part of his or her employment compensation.

## SECTION 2

Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

## SECTION 3

Tax-sheltered annuities program may be initiated once during each school year. Date of submission must be by November 1. Changes in existing contracts may be made at anytime provided they are in accordance with the terms of the annuity contract and are accepted by the Town Treasurer.

## SECTION 4

Premiums for such annuities shall be paid promptly.

# ARTICLE 18 - SCHOOL CALENDAR and PROFESSIONAL RESPONSIBILITIES

## SECTION 1

The work year for teachers (other than new personnel who may be required to attend before-school orientation sessions) will begin **at the discretion of the school committee but no earlier than the Monday before Labor Day** and terminate no later than the 30th of June, and will not be more than two (2) days greater than the school year for students as established by the School Committee, except in emergencies.

**183rd Workday – Beginning in the 2017-2018 school year, Unit A members will work 183 days. The 2017-2018 salary scale reflects the inclusion of the 183<sup>rd</sup> day paid at the per diem rate.**

Effective as of days worked just prior to the 2004-05 school year, Guidance Counselors shall work additional days each school year as follows: High School academic counselors – ten (10) days; High School personal counselors – four (4) days; Middle School counselors – three (3) days. These days shall be paid at the per diem rate, based on 1/182 **(1/183 beginning in 2017)** of the annual salary on the salary schedule, and shall be scheduled in conjunction with the department head.

Guidance counselors will be paid at September 1 rates effective with the days worked just prior to the beginning of the respective school year, e.g., days worked just prior to September 1, 2013, will be paid at the September 1, 2013, adjusted rate.

## SECTION 2

The Committee may require a teacher to work up to five (5) extra days once every three years. In the event a teacher will be required to work, the Committee will give such teacher 12 months' notice. A teacher working extra days will receive 1/182 **(1/183 as of the beginning of the 2017-2018 school year)** of his or her pay for each day worked. Absence will be excused only in a case of unforeseeable circumstances which will create unreasonable hardship.

### **SECTION 3**

The normal workday for each teacher will begin fifteen (15) minutes before the starting time established by the School Committee for the students in the teacher's school. Elementary teachers are normally expected to remain for a period of twenty (20) minutes, middle school teachers for a period of thirty (30) minutes, and high school teachers for a period of fifteen (15) minutes Monday through Thursday, beyond dismissal time of students as the teacher finds, or the principal instructs him/her, is necessary to attend to the administrative details of closing, including consultation with students or parents, except on days preceding holidays or vacations, when teachers may leave after the dismissal of students, providing their professional duties are completed. Nothing herein would alter current policy regarding special help days or special assignments such as detention. On designated early release days, teachers will remain until the end of the activity period as indicated by the administrative directives.

Personnel other than classroom teachers will work at their assigned tasks for at least the length of the teacher's regular workday as set forth above. It is recognized, however, that the proper performance of their duties may on occasion require that persons be present in the building longer than the normal working day. The exact daily schedule of such individuals will be worked out with the school principal or immediate supervisor on an individual basis.

Any teacher compelled to be absent from school for any reason shall notify the principal or Superintendent's designee as soon as possible. On those occasions when schools are in session, but elementary classes are canceled for students due to adverse weather, elementary teachers will be expected to perform their professional duties during the normal work day, and the schools will be opened for those teachers who feel that they can best accomplish these duties at the normal work place of their profession.

Administrators will make their best efforts to schedule music teachers so that the beginning and end of their workday does not extend beyond the normal contractual workday of 6.75 hours.

Music teachers whose scheduled workdays extend beyond 7 hours in any day will be released early one day each week to make up for the additional hours scheduled. The total scheduled workweek will be 35 hours. To the extent possible, schedules will be structured for the release time to be on Friday of each week. In addition, daily schedules will be structured to minimize extended periods of non-teaching time during the school day.

These schedules will be developed by the School Principals and the Director of Fine Arts and reviewed with the elementary music teachers prior to opening of school each year.

### **SECTION 4**

While it is recognized that the length of the student school day is the prerogative of the Committee, it is the present intention to retain the following starting and dismissal times for the term of this agreement:

<b>School</b>	<b>Student Day</b>	<b>Teacher Day</b>	<b>Before/After School Meetings</b>
<b>Broadmeadow</b>	<b>8:20 - 2:45</b>	<b>8:05-3:05</b>	<b>No more than 20</b>
<b>Eliot</b>	<b>8:20 - 2:45</b>	<b>8:05-3:05</b>	<b>No more than 20</b>
<b>Hillside</b>	<b>8:20 - 2:45</b>	<b>8:05-3:05</b>	<b>No more than 20</b>
<b>Mitchell</b>	<b>8:20 - 2:45</b>	<b>8:05-3:05</b>	<b>No more than 20</b>
<b>Newman</b>	<b>8:45 - 3:10</b>	<b>8:30-3:30</b>	<b>No more than 20</b>
<b>High Rock:</b>	<b>7:40 - 2:10</b>	<b>7:25-2:40</b>	<b>20 plus 2 per month 2:15-2:55</b>
<b>Pollard Middle School:</b>	<b>7:50 - 2:20</b>	<b>7:35-2:50</b>	<b>20 plus 2 per month 2:25-3:05</b>
<b>High School (4 days/week):</b>	<b>8:00 - 2:35</b>	<b>7:45-2:50</b>	<b>20 plus 1 time per week 7:30-8:25</b>
<b>High School (1 day/week)</b>	<b>8:35-2:35</b>	<b>7:30-2:50</b>	<b>Same as above</b>
<b>Pre-School:</b>	<b>8:45 - 3:10</b>	<b>8:30-3:30</b>	<b>No more than 20</b>

The above schedule may be amended by the Committee if necessary. Prior to any such change being instituted, the Superintendent will notify the President of the Association of the reasons and need therefore, as well as the anticipated length of change.

## **SECTION 5**

The High School schedule will include: (2) 90-minute classes, (3) 50-minute classes and (1) 10-minute "mentoring homeroom." Teachers are required to arrive fifteen (15) minutes prior to the start of the student day and to remain fifteen (15) minutes afterwards.

To the extent possible, the Committee shall relieve High School teachers of their one duty per seven (7)-day cycle. In the event that a teacher is relieved of his or her duty, he or she shall make one period available for consultation and extra help with his/her own students during a seven (7)-day cycle as designated by the teacher.

## **SECTION 6**

Teachers, as qualified professionals, recognize and accept their obligation to attend and take part in meetings on days designated by the Superintendent or their Principal or departmental meetings called by proper administrative officials. Teachers shall be required to attend no more than twenty (20) such meetings during the course of the school year except for the following additional meetings for secondary teachers: High Rock twice per month from 2:15-2:55; Pollard Middle twice per month from 2:25-3:05; Needham High once weekly from 7:30-8:25. Such meetings shall normally last no longer than one (1) hour. Reasonable advance notice of such meetings, normally at least forty-eight (48) hours, will be given. Part time teachers are expected to attend a pro-rata share of meetings unless excused by the principal. To the extent possible, the principal or a designee will provide the teacher with a schedule of the regular

faculty meetings, department meetings and professional days required to meet their pro-rata share of meetings prior to the start of the school year. Changes to that schedule may be made by mutual agreement between the principal or a designee and the part-time teacher involved.

Attendance at evening meetings of an educational nature officially sponsored by the teacher's school or the school with which the teacher is connected are recommended. Recognizing that attendance at all such functions may not always be possible, the parties encourage active participation to the fullest extent in such functions but agree that attendance at evening meetings in excess of three (3) per year should be on a voluntary basis.

## **SECTION 7**

It is the goal that all teachers will have a duty-free lunch period of at least twenty-eight (28) minutes. On occasions this may be subject to limitations due to lack or absence of paraprofessional personnel. In such instances, duties such as lunchroom or playground supervision will be rotated equitably among the professional staff to ensure minimum interference with the basic intent of this Article. If a teacher is required to give up his/her duty-free lunch, he/she shall receive \$9.00 for covering that period.

The School Committee will attempt to hire paraprofessionals to supervise the middle and high school lunch periods. In the event that paraprofessionals are not available, faculty may be assigned to lunch duty as needed by the Principals. Volunteers will be assigned first within scheduling limitations. If a sufficient number of volunteers are not available, teachers may be assigned. Teachers will be paid at the rate of \$10.00 per lunch period. Such assignments will be made on an equitable basis.

Grade 6 teachers will be assigned lunch duty with no greater frequency than other middle school teachers. The School Committee will attempt to hire a second permanent substitute at the middle school who will provide lunch duty supervision for all lunch periods every day. If the School Committee is able to hire a second permanent substitute, it will result in grade 6 teachers having lunch duty no more frequently than once in four (4) school days.

## **SECTION 8**

Preparation (planning) periods will be allocated as far as practical in relation to teaching assignments. In no instance are they intended as free periods. Each teacher at the secondary level will have at least an average of one (1) full period for planning per day.

Teachers of Advanced Placement Program Courses may be assigned, under the provisions of this Article, to five teaching periods without the same being made the subject of a grievance under the provisions of the collective bargaining agreement. In the event that the Advanced Placement Program teacher is assigned to only four teaching periods, salary will not be reduced or increased.

## SECTION 9

All full-time teachers at the K-5 level shall be scheduled with an average of no fewer than two hundred (200) minutes of preparation time per five-day week. Preparation time will be prorated for part-time teachers. Preparation time is defined as periods of no fewer than forty (40) continuous minutes. It is the goal of the School Committee/Superintendent to schedule preparation time in blocks of no fewer than forty (40) consecutive minutes per day. Any teacher who loses his/her preparation period due to the lack of specialists coverage or because the principal requires the teacher to assist the specialist will be paid \$35 for the loss of a preparation period. It is the goal that elementary specialist teachers will be scheduled to have no more than 4 grade levels/STEAM lessons to prepare a day. To the extent possible, assignments will be made equitably amongst specialists. If the goal is not met, the principal will notify the NEA.

Elementary classroom teachers will participate in weekly collaboration time, in addition to preparation time. Classroom teachers in grade 1 and 2 will participate in eighty (80) minutes of collaboration time per week, and classroom teachers in grades 3, 4 and 5 will participate in one hundred and twenty (120) minutes of collaboration time per week. Kindergarten classroom teachers will participate in one thirty (30) minute collaboration time per week. Beginning the first day of school 2017, Kindergarten teachers will participate one forty (40) minute collaboration time per week. Specialist teachers will participate in forty (40) minutes of collaboration time per week, not including special education teachers. Secondary teachers will participate in collaboration time, in addition to preparation time. High Rock and Pollard teachers will collaborate twice a month after school for forty (40) minutes, and High School teachers will collaborate weekly before school for fifty-five (55) minutes. Collaboration time is intended to be assigned by the principal and/or designee and is for the purpose of teacher professional development; grade-level or department meetings; consultations and work with colleagues, parents, staff or students; collaboration with other staff members; work on teacher evaluation; conduct special education consultations; and other school-related activities.

Teachers will not be required to attend meetings scheduled during their preparation time. Substitute coverage will be provided for Team meetings, TST, mentor observations, etc. It is understood that if preparation time for specialists is scheduled for the first half-hour of the student day, no duties will be assigned during that period. As an administrative matter, the Director of Human Resources will require that specialist directors create a minimum of five generic lessons per discipline per grade in the case of absence of a specialist.

After staffing levels for elementary specialists have been determined by the Committee, the Committee or its designee(s) will notify the NEA President, and upon request, will meet with the NEA President or his/her designee(s) to consider the NEA's suggestions relative to the scheduling of elementary teachers' preparation time. The Committee will allocate \$10,000 per year for aide

compensation for the sole purpose of releasing teachers from duties in order for teachers to have more preparation time.

By May 31 of each year, the Superintendent, school principal and NEA building representatives shall meet at each school to discuss the demands on teacher time, including preparation time, collaboration time, time before and after school, and new initiatives.

## **SECTION 10**

The parties recognize that class size can be an important factor in good education. It is further acknowledged that educationally optimum class loads are contingent in part on building and space availability which rest outside the province of the School Committee and in the hands of the Town Meeting.

The School Committee will continue to endorse, and the Association will actively support, building and/or renovation programs which will assist in providing optimum space requirements consistent with sound educational programs and the ability of the Town to pay.

Subject to space availability and other educational considerations, the Committee will continue to make every effort to ensure that the class size is the most effective for the learning process. It is recognized that the final decision on class size must rest with the Committee.

## **SECTION 11**

The Committee will continue its policy making every reasonable effort to provide qualified substitutes to fill temporary absences which occur because of illness or other causes established in the Agreement. In emergency situations, where substitutes are necessary but not available, or when it is necessary for teachers to be absent from duty for a short period of time, other regular teachers will be assigned to insure the continuity of the education process. The principal normally will designate a teacher to use a preparation period for substituting. Such assignments shall be distributed equitably among qualified teachers within the building during the school year and teachers required to give up a preparation period will be compensated **\$35** per period.

## **SECTION 12**

Teachers will not be required to drive pupils.

## **SECTION 13**

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent reasonably practicable, be utilized to this end. Specific subjects involving non-teaching duties may be submitted under Article 4 (Professional



Consultations) as they from time to time arise, with a goal of minimizing the intrusion of the educational process.

#### **SECTION 14**

The School Committee acknowledges the need to provide for early release days for professional development activities. Following consultation with the Association, the Superintendent will annually submit a plan for early release days to the School Committee for its consideration.

#### **SECTION 15**

The NEA President will not be assigned non-teaching duties (including homeroom at the Middle School and High School levels) during the year(s) of his/her presidency. If the President is from the Elementary level, there will be release from non-teaching duties as mutually agreed upon.

#### **SECTION 16**

Any high school teacher who has twelve (12) or more college recommendations to write will be granted upon request substitute coverage for the equivalent of one (1) day during an academic year. Non-teacher substitute coverage will be provided. It is understood that the teacher will remain in the building while being provided such coverage.

#### **SECTION 17**

Elementary Compensatory Days: For parent conferences scheduled outside of the teacher's normal workday, regular classroom teachers in grade 1 to and including grade 5 and full-time kindergarten teachers will be entitled to take up to two compensatory days per school year provided they have the prior approval of their principal to do so. If the principal does not approve the compensatory days, then the teachers will be paid for up to two (2) days at the per diem rate for substitutes. Said payment will be made in a supplementary payroll check issued no later than July 31st following the close of the school year in which the days were earned. Compensatory days may not be taken in a school year other than the school year in which they were earned. Compensatory days may not normally be used to extend holidays or school vacations unless approved by the Superintendent of Schools.

Teachers may use compensatory days to schedule parent conferences during normal work hours as approved by the principal.

## **ARTICLE 18A - TEACHER MENTOR PROGRAM**

The Needham School Committee (Committee) and the Needham Education Association (Association) agree to establish a "Teacher Mentor Program" in order to provide support for new teachers as follows.

### **SECTION 1**

Teachers who are appointed as mentors following posting of the availability of such positions shall have attained professional status in the Needham Public Schools. To the extent possible, the mentor should be at the same school and grade level/ department as the mentee.

### **SECTION 2**

The responsibilities of the mentor shall consist of the following:

- a) Meet weekly with mentee during the first semester and semi-weekly for the remainder of the year;
- b) Meet with the new teacher during the summer to prepare curriculum and instruction for the school year; a mentor will receive the daily summer rate per Schedule D for meeting with mentees during the summer with the approval of the principal;
- c) Orient mentee with information and specific instructions concerning school routines and norms;
- d) Assist mentee in the preparation of Back-to-School night presentations, progress reports, and other parent/outreach community efforts such as classroom newsletters;
- e) Complete a training program during the summer at the daily summer curriculum rate as specified in schedule D for each day of training or other recognized mentor training program;
- f) Mentors will participate in four meetings during the year with the other mentors (1.5 hours each): late August/early September, early fall, mid-winter, late spring;
- g) The mentor will observe the new teacher a minimum of three times during the school year; the new teacher will observe the mentor or another professional status teacher a minimum of three times during the school year; the principal shall provide substitute coverage as needed for such observations; the mentor will initiate conversations around these observations;
- h) The mentor will submit an end-of-year log of the observation dates and a brief reflection on the mentoring relationship; this data will be used by the leadership team in submitting required state reports;
- i) A mentor leadership team of one person from each level (elementary, middle, high) plus one systemwide person will each receive a mentor stipend.

### **SECTION 3**

Each teacher mentor will be paid a stipend articulated in schedule D for each mentee assigned to him/ her during a school year, not to exceed two to the extent possible.

### **SECTION 4**

The Mentor Coordinator will be paid a stipend articulated in schedule D per year.

## **ARTICLE 19 - SABBATICAL LEAVE**

### **SECTION 1**

Upon the recommendation of the Superintendent of Schools, a sabbatical leave may be granted by the School Committee for advanced study or research to teachers who have completed seven (7) consecutive years of service in the Needham system, where such experience would, in the opinion of the Committee, increase the teacher's professional ability. The School Committee and the Association will seek alternative sources of funding in order to grant sabbaticals if the Committee determines it is unable to do so through its own budget.

### **SECTION 2**

Personnel requesting such leave must submit their application in writing to the Superintendent of Schools on or about November 1 of the school year preceding the school year for which the leave is requested. Action shall be taken on all such requests as soon as possible but not later than April 15. All those who have applied for such leave will be notified in writing of the outcome.

### **SECTION 3**

Sabbatical will be for a period of one (1) year or one-half (1/2) year and will be scheduled so that no more than two (2) teachers will be absent during any one period.

### **SECTION 4**

Successful applicants for a one (1) year sabbatical will receive one-half (1/2) of the salary to which they would have been entitled for that period. Successful applicants for a one-half (1/2) year sabbatical will receive full salary to which they would have been entitled during that one-half (1/2) period.

### **SECTION 5**

Before accepting such sabbatical leave, the teacher shall enter into a written agreement in accordance with the terms of General Laws, Chapter 71, Section 41A, to return to the active service of the Needham School Department for a period of at least twice the length of such leave. A teacher who does not fulfill the agreement shall have agreed in writing to pay the Town the amount of salary received by the

sabbatical leave, provided that the teacher may be released from such payment if his/her failure to serve twice the length of the leave is due to disability, death, or if he/she is discharged from his/her position by the School Committee.

#### **SECTION 6**

A teacher returning from sabbatical leave shall be placed in a comparable position to the one he/she previously held and on the step at the salary schedule he/she would have attained had he/she remained in the school system, and shall be eligible for insurance benefits according to Town policy while on leave.

#### **SECTION 7**

No teacher may reapply for a second sabbatical leave until he/she has completed seven (7) consecutive years since his/her last leave.

#### **SECTION 8**

Upon completion of the leave, the recipient shall submit a written report to the Superintendent containing transcripts of all college and university work done while on leave, together with any other pertinent or interpretive material considered essential to an evaluation of his/her program.

### **ARTICLE 20 - SICK LEAVE**

#### **SECTION 1**

New teachers upon commencing actual employment as full time members of the staff of the Needham Public Schools will be credited with three (3) days of sick leave. Upon the completion of three (3) months, they shall be credited with an additional eleven (11) days to make up the total of fourteen (14) days of sick leave to be allowed for the first year of teaching.

#### **SECTION 2**

Teachers currently in the system will be credited with fourteen (14) days sick leave as of the first official day of school.

#### **SECTION 3**

Such leave not used in any year may be accumulated to a maximum of two hundred and twenty-five (225) days as of the first official day of any school year. Each teacher shall receive on each biweekly pay stub written notice which sets forth the amount of sick leave and personal leave accumulated to that pay period.

#### **SECTION 4**

Any teacher with professional teacher status or nurse with more than three (3) consecutive years of service whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay or increment for up to a period of one (1) year. Thereafter such leaves shall be subject to annual review.

#### **SECTION 5**

In order to receive the benefit of this Article, a teacher must notify his/her principal or Superintendent's designee as promptly as possible when he/she will be unable to be present because of illness. The teacher shall also notify the principal or Superintendent's designee by the evening before the day of which the teacher intends to return.

#### **SECTION 6**

Such leave with pay shall be granted only for the following reasons:

- a) When the individual is incapacitated for performance of duties due to sickness or injury;
- b) When, through exposure to a contagious disease, the presence of the teacher would in the opinion of the School Physician jeopardize the health of others;
- c) In the case of a serious illness of a child, parent, grandchild, grandparent, or anyone for whom the teacher is legally responsible requiring the attention of the teacher, notification of the reason for absence shall be given to the Superintendent of Schools or his designee as promptly as possible and shall not exceed five (5) school days in any one school year.

#### **SECTION 7**

The Superintendent of Schools may request an examination by the School Physician as to the necessity of any absence which exceeds three (3) days.

In any instance where the School Administration believes that such leave is being abused or used for purposes other than those for which it was intended, the teacher will be notified and pay for the day or days involved will be withheld. If the teacher maintains that the Administration's decision is incorrect, the matter may be presented through the grievance procedure and arbitration.

All teachers in the Needham Public Schools are compensated on an annual salary. Sick leave is not a bonus and is only intended for the unforeseen circumstances set forth in Section 6. Accordingly, except as provided in Section 10 of this Article, the teachers whose services are terminated through resignation, dismissal, retirement, or death shall not be entitled to additional salary or wages in lieu of any sick leave not taken, nor may such unused sick leave be transferred to the account of any other teacher.

## **SECTION 8**

A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a member of the teacher's immediate family or person for whom the teacher has primary responsibility who is seriously ill. Leaves under this section and Section 4 of this article shall be granted in accordance with the terms of the Family and Medical Leave Act (FMLA). In the event of a dispute regarding the application of the FMLA, there will be no entitlement to arbitration if the matter is also pursued in another forum.

## **SECTION 9**

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment in Needham (or elsewhere) will be allowed to any newly hired teacher or teacher rehired after a termination of service.

## **SECTION 10**

In recognition of dedicated service to the children of Needham, any teacher covered by this Agreement who has taught for ten (10) years in the Needham Public Schools, may obtain an increase in compensation in the final year of teaching by following this established procedure.

Eligible teachers who desire to participate in this program will notify the Superintendent by November 1 of the calendar year prior to the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers' Retirement Act. If such notice is submitted in writing by November 1, then, at the conclusion of the final year of teaching, all previously accumulated sick leave, up to two hundred (200) days, may be bought back at the rate of forty dollars (\$40) for each day of sick leave surrendered. The amount will be paid in a lump sum payment at the end of the teacher's last year of teaching.

Eligible teachers will continue to accrue sick leave at the regular annual rate during their last year of service except for purposes of sick leave buyback in that such buy back may not exceed two hundred (200) days. In the event that the teacher is unable to provide notice as outlined above due to unforeseen circumstances, the Superintendent, in his/her sole discretion, may waive the notice requirement.

In the event the individual fails to retire under the provisions of the act immediately at the conclusion of the school year (unless prevented from doing so by death), no sick leave buyback will be paid.

Teachers who have taught for ten (10) or more years in Needham who are dismissed in accord with the Reduction in Force Article (Article 32) will receive the Benefits of this Section without meeting the notice or other requirements.

The benefits of this Article shall be available to persons who retire only between June 30 and August 31 of any calendar year unless prevented from doing so by death.

In the event of death or permanent disability of a teacher who has taught for ten (10) or more years in Needham, the benefits of this section will be paid to the teacher or his/her beneficiary.

## **ARTICLE 21 - SICK LEAVE BANK**

### **SECTION 1**

A Sick Leave Bank is established for use by qualified members of this professional staff who have exhausted their own sick leave and who have a serious illness. The purpose of the Sick Leave Bank will be to provide its members sick leave with pay for periods of disability resulting from illness, accident, or injury. In order to be eligible for a grant from the Sick Leave Bank, Sick Leave Bank participants must intend to return to regular teaching duties.

### **SECTION 2**

At the beginning of the 1990-91 school year, each member of the bargaining unit shall contribute two sick days of personal accumulation to fund the Bank to be maintained from year to year until it is exhausted. When exhausted, the Bank shall be renewed by the contribution of one additional day by each member of the bargaining unit.

### **SECTION 3**

The initial grant of sick leave by the Bank Committee shall not exceed thirty (30) days.

### **SECTION 4**

Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

### **SECTION 5**

Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.

### **SECTION 6**

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the School Committee to serve at its discretion, and two (2) members shall be designated by the Association. The fifth member shall be selected by the NEA or NSC on an alternating basis and shall vote only to break ties. For the 2016-2017 school year, the NEA will choose the fifth person, in 2017-2018 the NSC will choose and 2018-2019, the choice will be that of the NEA. The Sick Leave Bank shall determine the eligibility for the use of the Bank and the amount of

leave to be granted. The following criteria shall be used by the Committee in administering the Bank and determining eligibility and amount of leave.

- a) Adequate medical evidence of serious illness;
- b) Prior utilization of all eligible sick leave;
- c) Length of service in the Needham Public Schools; and
- d) Use of previous sick leave and personal leave

If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the staff covered by this Agreement from his or her annual days of sick leave.

No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.

## **SECTION 7**

The member, or if the member is too disabled the NEA, must apply in writing for benefits. A Certificate of Health Care Provider form completed and signed by the licensed physician indicating that he/she is suffering a serious illness that requires further absence from work must accompany the application for benefits.

## **SECTION 8**

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

## **SECTION 9**

The purpose of the sick leave bank is not intended to serve as a disability policy. Unit A members are encouraged to consider options as outlined in Article 16, section 2, or other private short and long term disability policies.

## **ARTICLE 22 - WORKER'S COMPENSATION**

### **SECTION 1**

Teachers who receive a personal injury arising out of and in the course of their employment are entitled to Worker's Compensation benefits provided by the Town of Needham.

### **SECTION 2**



No compensation is paid under these provisions for an injury which does not incapacitate a teacher from earning full wages for a period of at least five (5) days. If the incapacity extends for a period of six (6) days or more, compensation is paid from the date of injury.

### **SECTION 3**

When covered by the Worker's Compensation Act, a teacher may also elect to receive sick leave payments to the extent permitted by the General Laws in Chapter 152, Section 69, whereby such sick leave payments will be chargeable against accumulated sick leave and whereby the amount, when added to Workmen's Compensation benefits, does not exceed his/her full salary or wages.

In instances where accumulated sick leave is exhausted, the teacher will only receive the Worker's Compensation benefits.

## **ARTICLE 23 - EDUCATIONAL LEAVE**

### **SECTION 1**

During the term of this Agreement there shall be no regular visiting days when teachers are required as a condition of employment to visit schools in other towns or attend area conferences.

### **SECTION 2**

Leaves of absence with pay may, however, be granted at the discretion of the Superintendent for the purpose of allowing individual teachers to visit other schools or attend approved meetings or conferences of an educational nature. Written reports, if requested, shall be submitted on all such visits.

### **SECTION 3**

The Committee may elect to pay reasonable expenses (including, but not limited to registration fees, meals, lodging, or transportation) incurred by teachers who are allowed by the Committee to attend workshops, seminars, or other approved professional improvement sessions PROVIDED that said amount shall have been previously provided for and is expendable in the existing school department budget.

### **SECTION 4**

Teachers requesting reimbursement from the Town under this Section will submit to the Superintendent in advance a voucher individually listing the expenses for which reimbursement is sought for his approval in whole or in part.

### **SECTION 5**

In situations where the Committee requires a teacher to attend Workshop Seminars or other professional improvement sessions, the Committee will pay all reasonable expenses.

## **SECTION 6**

Professional days shall be allocated by school/department based on the number of FTE's at each school. At the start of the year, the Director of Human Resources will circulate a memo outlining that professional days should be allocated in an equitable manner with consideration given to the need for days later in the school year. On a bi-monthly basis, the Principal at each school or where applicable the department director shall provide the NEA-selected designee(s) and post for all staff: (1) a list of teachers to whom professional days have been allocated thus far, and (2) how many professional days remain in that school's or K-12 department's allocation. Upon the request of the NEA delegates, the Principal or the department director where applicable will meet to discuss the allocation of professional days.

## **ARTICLE 24 - PERSONAL LEAVE**

### **SECTION 1**

It is recognized by all that absences by regular teachers and/or nurses from classrooms interrupt the educational process and must, therefore, be held to an absolute minimum.

### **SECTION 2**

Two (2) day's leave with pay may be granted each school year for imperative personal business which could not effectively be conducted outside of school hours. Personal days not used may accumulate to a maximum of four (4) at the beginning of any school year. Each teacher will receive on each biweekly pay stub written notice which sets forth the amount of personal leave accumulated to that date.

Insofar as the Needham School Committee's policies permit staff to be absent from work for religious reasons, bargaining unit members, beginning the first day of the 2018 school year, who are required to be absent from work for religious reasons will be so permitted to use a personal day or take the day without pay. Such absence shall be submitted in writing in advance to the Director of Human Resources.

### **SECTION 3**

Request for such leave must be submitted to the Superintendent in writing as soon as possible and whenever possible not less than seventy-two (72) hours before the absence occurs. In no instance shall this leave be requested so as to extend a holiday or vacation.

### **SECTION 4**

If the Superintendent believes the purpose of the leave is not of a nature specified above requiring the absence of the teacher during school hours, he will decline to approve the payment for such

leave. If the individual teacher contests this decision, he/she may present the matter through the grievance and arbitration procedure.

## **SECTION 5**

Nothing in this Section shall preclude the Superintendent from granting additional personal leave with or without pay for reasons which he deems urgent. In such cases, deductions from salary shall be made on the basis of the cost of a substitute for each such day of paid leave. There will be no deduction for a substitute for any days granted without pay.

## **ARTICLE 25 - BEREAVEMENT LEAVE**

### **SECTION 1**

With the approval of the Superintendent of Schools, a full-time teacher will be allowed up to five (5) school days without loss of pay during the school year in each case of death in the immediate family.

The term "immediate family" includes the teacher's spouse, child, father, mother, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or other person for whom the teacher has primary responsibility for funeral arrangements.

The bereavement days must be taken within 60 calendar days of the death and if not taken consecutively, the days may only be taken in two (2) groups (*i.e.*, either 2 days and 3 days or 4 days and 1 day).

### **SECTION 2**

An absence of two (2) days may be granted in such cases with respect to the death of the grandparents of his or her spouse, any other family member, or a permanent member of the teacher's household. The Superintendent may grant time off at his/her sole discretion with pay for a teacher to attend services with respect to the death of any other family member.

### **SECTION 3**

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable a teacher to attend the funeral, or to attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave.

## **ARTICLE 26 - NEA LEAVE**

The NEA Bargaining Unit shall have a total of fifteen (15) days paid leave for release time per school year to attend meetings and workshops and to conduct Association business. The Association President shall provide the Director of Human Resources and the Unit member's Principal written notice that a Unit member will be using such leave as far in advance as possible.

## **ARTICLE 27 - PEACE CORPS, EXCHANGE TEACHER, VISTA TEACHER**

### **SECTION 1**

A teacher with professional teacher status or nurse with more than three (3) consecutive years of service may obtain a leave of absence without pay for two (2) years to serve in the Peace Corps or one (1) year as an exchange teacher or working with Vista.

### **SECTION 2**

Upon return from such leave, a teacher will be offered a position as reasonably comparable to the one occupied as is then available and will be placed on the salary schedule at a step level he/she would have achieved had the individual remained actively employed in the system during the period of this leave.

### **SECTION 3**

All leaves will run from September 1 through August 31. Applications for such leave must be submitted prior to April 1 of the calendar year in which such leave is to begin.

### **SECTION 4**

The teacher must notify the Superintendent of Schools in writing by March 1 of the year in which the leave is to expire of his intention to return in September. Failure to comply with this requirement will be considered as resignation from the school system. Extensions may be granted at the discretion of the Committee.

## **ARTICLE 28 - MILITARY LEAVE**

### **SECTION 1**

The Committee will comply with all State and Federal laws with respect to mandatory military leave of absence.

### **SECTION 2**

Teachers who are required to perform active duty training will do so during the months of July or August except when the necessity of the Government makes other demands absolutely necessary. In such instances, they will be granted necessary leave. The teacher who is granted a two-week (2) military leave during the school year will be paid the difference between his/her regular pay for the period of time of the leave and his certified military pay (assuming the latter is less). This difference may be calculated on a day-to-day basis corresponding to each school day or on the basis of the entire two (2) weeks taken collectively.

### **SECTION 3**

Military leave will be granted to any teacher who is inducted or who enlists for one required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment.

### **SECTION 4**

Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence up to a maximum of four (4) years. In no event shall such absence count towards professional teacher status nor shall the provisions of this Section be applied to permit a professional teacher status teacher to exceed the maximum of the schedule.

## **ARTICLE 29 - PARENTAL LEAVE**

### **SECTION 1**

**Notice of Pregnancy.** The Superintendent of Schools will be notified in writing by the teacher no later than the beginning of the fourth month of her pregnancy. Such notice will contain the approximate date on which the teacher intends to commence leave under this Article.

### **SECTION 2**

**Statutory Leave.** Upon receipt of at least two (2) weeks' written notice of her anticipated date of departure and intention to return, the School Committee shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D. If possible, the teacher will try to commence such leave at the beginning of a semester, or at a school vacation period. Leaves under this article shall be granted in accordance with the terms of the Family Medical Leave Act (FMLA). In the event of a dispute regarding the application of the FMLA, there will be no entitlement to arbitration if the matter is also pursued in another forum.

### **SECTION 3**

**Extended Leave.** In the event any teacher who has completed three (3) full years of satisfactory service in Needham desires a leave without pay longer than twelve (12) weeks, provided by statute, the procedure listed below will be followed:

Teachers will make every effort to commence such extended leave at a time corresponding with the beginning of a semester or a vacation period or marking period as selected by the teacher, provided that up to that time the member of the unit can in the opinion of her physician perform her duties.

#### **SECTION 4**

Such leave will expire on September 1 following the birth of a child. The date of anticipated return will be established with the Superintendent at the time the leave commences.

If physical problems develop beyond the control of the teacher, the date of anticipated return will, if requested by the teacher, be extended (subject to the limitations set forth in the previous section on Extended Leave) to the applicable September 1 at which the teacher is physically capable of resuming classroom duties. The member of the unit must notify the Superintendent in writing by **February 15**, in the calendar year in which the leave expires, of the teacher's intention to return in September or the teacher's intention to resign from the school system. Failure to comply with this requirement will be considered a resignation.

At the time of return, a doctor's certificate of good health must be presented upon request.

#### **SECTION 5**

Termination of Pregnancy or Parental Leave. In the event of the termination of a pregnancy or if a teacher desires to terminate Parental Leave, the teacher may make written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement will be granted by the School Committee in the case that an acceptable vacancy exists.

#### **SECTION 6**

**Salary Advancement.** A teacher returning from an extended leave under the provisions of this Article will be placed on the next step of the salary schedule if actively employed by the Needham Public Schools for more than ninety-one (91) days in the school year in which the leave commenced. The teacher will be assigned to a teaching position in a school where a vacancy occurs for which the teacher is qualified.

#### **SECTION 7**

The provisions of this Article shall apply to adoptive parents. In addition, the administration will consider requests for paid personal leave during the school year for travel and/or other necessary purposes to adopt a child. The following guidelines will apply: two (2) weeks paid personal leave for international adoption; one (1) week paid personal leave for domestic adoption. The parent requesting the leave should submit the request as early as possible but certainly at least thirty days (30) prior to the commencement of the leave.

## **ARTICLE 30 - OTHER LEAVES**

### **SECTION 1**

Additional leaves of absence may be granted at the discretion of the Committee.

### **SECTION 2**

All benefits to which a teacher was entitled at the time the leave commenced, including unused accumulated sick leave, will be restored to his/her account upon return from leave. It is recognized that no specific position can be held open during any leave but in all instances every effort will be made to assign him/her to a substantially equivalent position to the one held at the time the leave commenced.

### **SECTION 3**

All requests for extensions or renewals of leaves must be submitted in writing on or before February 15 of each year in which the leave expires. Decisions on such requests will be confirmed in writing as soon as possible.

### **SECTION 4**

The Committee agrees that any teacher with professional status or nurse with more than three (3) consecutive school years of service designated by the Association may, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in Association (Local, State, or National) activities. If the teacher returns from such leave, he/she will be considered as if he/she were actively employed by the Committee during such leave for purposes of being placed on the salary schedule at the level he/she would have achieved if he had not been absent.

### **SECTION 5**

The Committee may at its discretion grant a leave of absence without pay or increment to any teacher with professional status or nurse with more than three (3) consecutive school years of service to campaign for or serve in public office, or for such other purpose as the majority of the Committee deems appropriate under all the existing circumstances, including the primary purpose of which each of us is working, i.e., the best education of the children concerned.

### **SECTION 6**

At the discretion of the Committee, a teacher may be granted more than one (1) leave under these Articles, Article 27 (Peace Corps), Article 28 (Military Leave), or Article 29 (Parental Leave) during his or her service with the Needham School Committee.

## **SECTION 7**

If the School Committee approves a leave to teach in a foreign country for a year, said teacher will not be paid by the School Committee for this year of teaching service but will be advanced one (1) step on the salary scale.

## **SECTION 8**

Any teacher on leave must notify the Superintendent of Schools by February 15 of the school year he/she is on leave of his/her decision to return in September or to resign from the school system. Failure to comply with this request will be considered as a resignation from the School System.

## **SECTION 9**

A teacher who is required to serve on jury duty during the school year will be paid full salary for the time served. Per diem compensation received by the teacher for jury duty on school work days will be returned to the Town.

# **ARTICLE 31 - SALARIES and PROFESSIONAL DEVELOPMENT**

## **SECTION 1**

Subject to the provisions of this Article, the salary of each teacher in the Needham Public Schools shall be as set forth in Schedule A or any subsequent schedule. Teachers who work less than full time will be paid on a prorated basis. (Examples: 3 days per week = 60%; 4 periods per day = 80%). All fringe benefits, except insurances and non-teaching duties which cannot be prorated, will also be prorated. Other arrangements and compensation for part-time teachers may be worked out with the teacher involved provided the Association agrees to the terms reached with the part-time teacher.

## **SECTION 2**

The School Committee shall set the initial salary step of each teacher entering the Needham Public Schools giving due consideration to previous experience and special skills provided that the rate shall not be less than the minimum established in this Article nor more than one step below the current maximum for the degree held. Exceptions to this last provision may be made by the Committee only when it feels it is absolutely necessary to do so in the best interests of the School System.

The School Committee will grant credit on initial hiring of up to four (4) years for persons who sustained an "interruption of a professional career" for service in the armed forces after they have acquired a Teacher's Certificate.

Nurses' Salaries - Nurses are eligible for advancement on all steps on the same basis as teachers.



### **SECTION 3**

Newly appointed teachers must hold at least a Bachelor's degree from an accredited college or university; must be licensed by the Massachusetts Department of Education; must submit a certificate of good health; and fulfill such other requirements as might be specified.

### **SECTION 4**

Teachers who enter the system at other than the beginning of a school year or who are absent for substantial periods of time will be eligible for a step increase only if they have taught a minimum of eighteen (18) weeks (e.g., ninety (90) days) during the school year.

### **SECTION 5**

Election of teachers will be made each year on or before May 15<sup>th</sup>. At the time of the third annual consecutive appointment, unless otherwise notified, the teacher shall gain professional teacher status (to become effective at the close of the last day of the school year) and shall thereafter serve pursuant to General Laws Chapter 71, Section 41. The Superintendent may elect to place a teacher on professional teacher status who has served for not less than one (1) school year.

After notification of such elections, teachers without professional teacher status shall inform the Superintendent in writing within two (2) weeks whether they accept or decline the appointment. This will be accompanied by returning the signed salary contract. Failure to respond within this time will be deemed a resignation. The required notification of termination of employment from the Needham Public Schools is (60) days and no individual will be released from this obligation. The Association agrees to assist in enforcing this policy through its state organization. The Superintendent agrees to give thirty (30) days notice of dismissal or in lieu thereof, thirty (30) days' pay to teachers without professional teacher status during the school year.

The Committee will not hire a teacher who is under a contract with another system until he or she has given the required notice to his/her committee. The Committee will also insist on enforcing these policies through the Massachusetts Association of School Committees.

### **SECTION 6**

Compensation for an advanced degree (or any change on the salary schedule) may become effective only on September 1 of each year following the granting of the degree.

If advancement in salary column is contemplated, the teacher shall notify the Director of Human Resources in writing by the first Monday of November of the school year prior to when the teacher would be eligible for the column advancement in order that the necessary appropriation can be made. Substantiating data should be provided to the Director by September 1 of the school year in which the advancement would actually occur.

All graduate credits for an advanced degree or for an advancement to a higher salary level, other than those earned as equivalency credits, must be earned through an accredited graduate program or other program approved by the Professional Growth Committee.

## **SECTION 7**

Annual step increases including general salary increases for persons on maximum are not automatic, but are based upon continuation of a standard of teaching performance during the prior year satisfactory to the Committee. Any contention that the withholding of an increment or an adjustment is without foundation may be presented through the grievance procedure or arbitration procedure.

## **SECTION 8**

Teachers who have completed fifteen (15) years of teaching will be exempt from the Course Requirement Section of this Article for purpose of step increases or salary adjustments except that they may be required upon request of the Superintendent to participate in In-Service Courses.

## **SECTION 9**

It is expected that each member of the teaching staff will continually grow in his/her profession to further his/her capabilities as a teacher. The financial responsibility for originally qualifying to become or continuing thereafter as a competent teacher in the Needham Public Schools is that of the individual.

Upon the presentation of evidence of payment and the successful completion of approved courses, the first reimbursement of each teacher's first<sup>1</sup> approved graduate level course shall be fulfilled up to \$750. Teachers shall be reimbursed up to \$750 of the tuition and fees for the first approved audit course and professional workshop or conference. After members' first courses are reimbursed, any money that remains in the funds shall be applied for anyone seeking a second approved course in subsequent rounds of \$500 until funds are exhausted.

Content of all coursework shall be within the parameters of the requirements for state certification and aligned with the School Improvement Plan and District Goals. All graduate courses must have prior approval of the Principal and Director of Human Resources to be considered for reimbursement. Any course that is part of an approved IPDP or part of a degree program in which the teacher is enrolled shall qualify for this reimbursement. Any dispute over approval for this reimbursement shall be resolved through the grievance and arbitration process outlined in this contract.

For non-approved courses, teachers shall be reimbursed \$200 of the tuition for the first graduate level course successfully completed during the fiscal year. First audited courses are reimbursed \$100 per person and professional workshops up to a maximum of \$100 per person; all work must be completed

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<sup>1</sup> If a member completes more than one course in a fiscal year, the most costly course will be considered to be the first course.

during the fiscal year. Content of all coursework shall be within the parameters of the requirements for state certification. Each teacher's request shall be fulfilled on an equal dollar basis subject to exhaustion of the fund.

No teacher shall be reimbursed for more than three (3) approved and/or non-approved graduate level courses in any one fiscal year unless a balance remains in the tuition reimbursement account as articulated in section 9.

There will be one date for reimbursement applications. The deadline to submit completed reimbursement applications will be June 25 of each year. Failure to submit by this deadline will result in forfeit of reimbursement. Reimbursement checks will be sent no later than the first day of the new school year.

The appropriate application form is available from school/department offices or from the Human Resources Office. Documentation of tuition payment(s) and course transcript(s) should be attached to the application and sent as a complete package to the Human Resources Office. Reimbursement will be made after all appropriate documentation is received and reviewed.

There will be a Tuition Reimbursement Committee consisting of the Director of Human Resources and two Needham Education Association officers. If the amount of money requested exceeds the funds available or in the event there are excess monies, the Committee will determine how to disburse the funds equitably among all the applicants. Checks will be sent during the month of June.

The total tuition reimbursement account shall be \$70,000.

## **SECTION 10**

Online Graduate Courses will only be reimbursed and recognized for lane changes when they meet the following criteria:

1. The online course has a specific start and end date with a minimum of 15-hours of work for 1 graduate credit;
2. The online course is not designed as a self-paced "module" course with no specified beginning and ending date;
3. The online course requires regular weekly interaction with the professor i.e., discussion boards that require the class members to log in and participate in discussions;
4. The online course has regular weekly interactions with other students i.e., discussion boards that require the class members to log in and participate in discussions;
5. The online assignments are regular, posted, and graded by the professor;
6. The online course has graded mid-term and/or final examination or project;
7. The online course is offered by directly by a regionally accredited colleges and universities; and

8. The online course offers graduate credit. Quarters and points are examples of measurements that are not acceptable as graduate credit.
9. Courses that do not meet the above required criteria may still qualify for workshop, audit and/or conference reimbursement.

## **SECTION 11**

Should a teacher be directed individually and specifically by the Superintendent of Schools to participate in an in-service course arranged by the School Department, the School Committee will assume the expenses of materials and tuition.

Should a teacher be directed individually and specifically by the Superintendent of Schools to enroll in and complete a prescribed course or workshop in order to reinforce or add to his/her knowledge in a given area, or to become familiar with current educational trends, then the School Committee will assume the cost of materials and tuition except in those individual instances where such course enrollment and completion by the teacher is directed by the Superintendent to insure fulfillment of the requirements set forth in the second paragraph of this Section.

With the exception of summer courses, the School Committee will approve (or recognize) the taking of up to two (2) graduate courses in one (1) semester. Teachers who are accepted to a cohort-based licensure or Master's program who are required to complete more than more than two (2) courses in one (1) semester may seek approval from the Principal and Director of Human Resources prior to the start of the program. Due consideration to recognize more than two (2) courses in one (1) semester will be given on a case by case basis and the decision is not subject to the grievance and arbitration process.

Courses not leading to a degree will be recognized for purposes of this Section only if they have the advance approval of the Principal, Director, and Superintendent of Schools. Current criteria for In-Service Courses will continue to apply.

Equivalency Credits currently existing or as developed and approved under the procedure of the Professional Growth Committee will continue to be recognized for purposes of this Section.

Responsibility for conforming to the regulation on professional improvement rests with the individual teacher. Teachers who have not complied with this requirement in the past and/or do not comply in the future will not be eligible to be considered for any increment or raise until evidence of the completion of an approved course has been submitted.

## **SECTION 12**

Teachers within the system who supervise practice teachers will be given first preference for vouchers or compensation from participating colleges. If, in the event the supervising teacher does not utilize the voucher, it will be offered by that person to other members of the department or building, or

then returned to a pool under the direction of the central administration within thirty (30) days of the time the teacher receives the voucher. By September 15 and January 15 of each year, written notice of all available vouchers will be posted in all schools.

### **SECTION 13**

Volunteers may be solicited to handle certain non-teaching duties, such as club sponsor, etc. If there are no qualified volunteers, a teacher may be appointed by the Superintendent to fill such assignment.

Extracurricular and athletic duties and services shall be compensated in accordance with the provisions of Schedules B, C, and D. The enumeration of certain classes or types or extracurricular services and duties set forth in these Schedules neither means that the Committee must continue these in existence, nor is it intended to exclude payments for any other extracurricular duties not specifically included therein.

Assignments to these duties and positions are subject to annual reappointment by the Superintendent upon the recommendation of the Principal. Additional salary or compensation for such positions shall be by special contract approved by an affirmative vote of the majority of the School Committee.

### **SECTION 14**

In recognition of the value of continued years of professional service to the Needham School Department, the following salary schedule shall be in effect:

#### **ABOVE BASE RATE AFTER YEARS OF TOTAL SERVICE**

<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>	<u>30 Years</u>
<b>\$700</b>	<b>\$1,100</b>	<b>\$1,500</b>	<b>\$1,900</b>

\* These figures represent total dollar amounts and are not cumulative.

For any teacher hired after September 1, 2004, the amounts above will be prorated according to the percentage of the full-time schedule a teacher is working at the time s/he becomes eligible for this benefit.

### **SECTION 15**

To meet specific students needs in the district, teachers in Unit A who obtain Board Certification as a Behavior Analyst (BCBA) through an accredited program will be compensated with a one-time

payment of \$2500 upon successful completion and proof of Board Certification. To be eligible for this payment, any teacher who is contemplating certification as a BCBA must first obtain prior written approval from the Director of Special Education and the Director of Human Resources prior to beginning the BCBA program.

## **ARTICLE 32 - REDUCTION IN FORCE**

### **SECTION 1**

In the case of reduction in teaching staff, a teacher with professional teacher status shall not be dismissed if there is a teacher without professional teacher status employed whose position the teacher with professional teacher status is qualified to fill.

- a) Inasmuch as possible, normal attrition will be used whereby teachers who retire or resign will not be replaced if there are fully qualified teachers available who are capable to fill the position and who would otherwise be subject to layoff.
- b) Teachers who are not under regular contract or who are on temporary status (e.g. teachers filling in for leaves of absence or long-term substitutes) will be laid off first, provided there are fully qualified permanent teachers available who are capable of performing all the duties of the teachers to be laid off under this Section.

### **SECTION 2**

If a reduction in staff results in the layoff of a teacher, indicators of job performance, including overall ratings resulting from comprehensive evaluations and the best interest in the students shall be the primary factors in determining the order in which the layoff of teachers shall occur within the separate groups of teachers with professional teacher status and teachers without professional teacher status. In addition, other such factors, including the professional training and background and competency, shall be reviewed and considered.. If the above factors are equal, the most junior teacher(s) within their discipline shall be laid off first. Effective 9/1/82,\* Seniority is defined as the number of years and days /182 (183 effective the first day of school 2017) in Unit A or Unit B of the Needham Public Schools. Part-time employment shall receive pro rata seniority credit, computed on the relationship of the part-time salary to a full-time salary. Seniority shall accumulate during paid leaves of absence. While seniority will not be broken during unpaid leaves of absence, there shall be no accumulation during that period of time. Time spent on an unpaid leave of absence will count toward seniority for a maximum of forty (40) days in a career

\* Prior to September, 1982, a year of seniority is defined as a minimum of ninety (90) work days in a permanent, full or part-time professional position in the Needham Public Schools.

In the event that two (2) or more individuals have the same seniority as of the beginning of any school year, their relative seniority shall be determined by their educational attainment as set forth in the salary schedule. The breaking of ties through the drawing of lots that has taken place prior to 9/1/87 shall continue to remain in effect to determine the relative seniority of the teachers who drew the lots so long as their educational attainment as set forth in the salary schedule remains equal and the same as it were immediately prior to 9/1/87.

Effective 9/1/87, teachers who enter Unit A with the same seniority and educational attainment as set forth in the salary schedule will immediately draw lots to establish their relative seniority and placement on the salary list. Other teachers with equal seniority will not draw lots if their educational attainment as set forth in the salary schedule becomes equal but, rather, teachers will remain in the same relative position on the seniority list as immediately before they were equal in educational attainment as set forth in the salary schedule.

Except as otherwise provided in this Article, placement on the salary schedule shall not be a consideration in the determination of reduction of staff.

### **SECTION 3**

For purposes of this Article, "discipline" shall be Elementary (Grades K-6); Secondary Levels: a) English, b) Science, c) Mathematics, d) Social Studies, e) Foreign Language, f) Career and Occupational Education, g) Art, h) Music, i) Practical Arts, j) Physical Education, k) Guidance, l) Reading, m) Special Education, n) Media Services, o) Health, p) Psychologists q) ESL, r) Computer Specialist, s) METCO Counselor, t) Science Center, u) Speech & Language, and v) School Nurses. For the purposes of computing length of service or seniority within a discipline, the total seniority as defined in Section 2 applies. By November 1 each year, the administration shall forward to the Association a seniority list of all teachers with professional status within the disciplines set forth above. Individuals teaching in more than one discipline will be listed in both disciplines. This list will be posted in school buildings. Should an individual choose to challenge his/her seniority status, written notice detailing the challenge will be sent to the Superintendent and the Association within twenty (20) days of the posting of the seniority list. Within twenty (20) days of the receipt of the challenge, the Association's representative shall meet with the Superintendent to resolve the challenge. If the School Committee and Association are unable to resolve the challenge, the matter shall be submitted to Expedited Arbitration. Members of the Unit B will be listed on the seniority list in the appropriate discipline.

### **SECTION 4**

Except in unforeseen circumstances, a teacher with professional teacher status so affected by a reduction in staff shall be notified by April 15 of the school year preceding the school year in which the reduction is to take place.

## **SECTION 5**

A teacher with professional teacher status whose position is eliminated after June 30, 1990, shall be allowed to transfer to an open position in a discipline which he/she has taught for one (1) semester within the three (3) years immediately prior to the elimination of his/her teaching position or for which he/she holds a valid Massachusetts Teaching License provided that a licensed teacher with fewer than thirty-six (36) credits in the certificate area may be required to take coursework during the next twenty-four (24) months to bring that teacher up to the thirty-six (36) credit level.

By March 15 of each year, the Director of Human Resources shall cause a list of those positions known to be open positions and those positions held by teachers without professional status to be posted at his/her office and in each school and provided to the President of the Association. Teachers in danger of being laid off or those on the recall list shall be given the opportunity to apply by April 1 for any such position to which they feel they might be entitled. If later openings occur, they will be added periodically to the posting, and the President of the Association shall be notified.

An open position is defined as a position to which a teacher with professional status now employed by the system is not assigned.

Personnel entering Unit B on or after September 1, 1982, who have not previously been members of Unit A, in case of layoff or termination from a Unit B position, can fill either an open position in Unit A or a position held by a teacher without professional status.

## **SECTION 6**

If subsequent vacancies occur or if new positions are added or old positions reinstated which persons on layoff previously performed, the personnel laid off within the prior fifteen (15) months by the Needham Public Schools under the foregoing provisions will be recalled in inverse order of layoff to the previous discipline except that in the Foreign Language, Science, Social Studies, and Special Education disciplines, recall will be in inverse order to the previous assignment, or to a subject the teacher has previously taught within the most recent discipline in Needham and in which the teacher is licensed.

If a teacher with professional teacher status is recalled to another discipline, the assignment and transfer Article 8, Section 4, will govern.

If a teacher is recalled under these provisions, previously accrued time in Needham will be credited for the purposes of determining the seniority of the teacher, and any previously unused sick leave shall be credited to the teacher, and all contractually accrued rights or benefits shall be retained.

## **SECTION 7**

Teachers released under the provisions of this Article shall be given initial consideration on the substitute list if they choose to be so recorded.



## **SECTION 8**

If necessary to provide for continuity of coverage for health insurance, payments for July and August shall be deducted from the final pay check.

## **SECTION 9**

Teachers with professional teacher status who are released from the School System under this Article will be placed on an involuntary leave of absence for the recall period unless the teacher requests a dismissal.

## **SECTION 10**

For purposes of reduction in force, nurses with more than three (3) consecutive school years of service are in two categories: 1) nurses assigned to the preschool and elementary school level; 2) nurses assigned to the middle and high school level. Nurses shall be laid off in the inverse order of seniority within each of these two categories. If subsequent vacancies occur or if new positions are added or old positions reinstated which persons on layoff previously performed, the nurses laid off within the prior fifteen (15) months by the Needham Public Schools will be recalled in inverse order of layoff. The notice provisions of Section 4 and the provisions of Sections 7, 8, and 9 will apply.

## **ARTICLE 33 - SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of the invalidity or restraint.

## **ARTICLE 34 - DURATION and NEGOTIATIONS PROCEDURES**

### **SECTION 1**

This Agreement shall become effective as of September 1, 2016, and subject to the provisions set forth below, shall continue in full force and effect until August 31, 2019, provided, however, that the parties will enter into negotiations not later than November 15, 2019.

## SECTION 2

While not otherwise affecting the terms and conditions of this Agreement, upon receipt of notice prior to November 1, 2010, the Association may reopen this contract on all matters to take effect in school year commencing in September, 2010. Otherwise, this contract will remain in full force and effective from year to year thereafter unless such written notice of a desire to terminate or modify the same is given by November 1 for modifications to take effect the following year.

## SECTION 3

If the Committee and the Association have failed to reach agreement by February 1, they jointly, or either of them separately, may petition the State Board of Conciliation and Arbitration to initiate the statutory impasse procedures in accordance with the provisions of the General Laws of Massachusetts.

## SECTION 4

During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals as each deems appropriate. As of the time it has been approved by the Committee and made available for presentation to the Finance Committee, the Committee will provide the Association with the budget for the next fiscal year. Negotiations will be closed sessions.

### SALARY SCHEDULES

#### SCHEDULE A - FACULTY SALARIES

Effective September 1, 2016, all salary schedules will be increased by 1.5%

Effective September 1, 2017, all salary schedules will be increased by 2%

Effective September 1, 2018, all salary schedules will be increased by 2.25%

(See attached salary schedules)

#### SCHEDULE B

#### ATHLETIC STIPENDS

#### SCHEDULE C

#### COCURRICULAR STIPENDS

#### SCHEDULE D

#### LEADERSHIP STIPENDS

#### SCHEDULE E

#### MISCELLANEOUS STIPENDS NOT SUBJECT TO 10-DAY POSTING PROCESS OR COST OF LIVING ADJUSTMENTS

#### Schedules A to D

2016-2017 = 0%

2017-2018 = 0%

2018-2019 = 0%

Student activities outside the school day are integral to the total education of our students. These activities provide a breadth of opportunity for students to explore their interests beyond the classroom and apply their learning. While these activities provide great benefits to students, they hold differing requirements and expectations for the adult advisors who supervise them. Since these activities are fully dependent on student participation, there is need for flexibility in the implementation of this schedule.

In Schedule C, Cocurricular Stipends, there are three levels of funding that reflect the responsibility and time expectations of the advisor, similar to the structure of Schedule B. A new schedule D includes leadership stipends for adults who are fulfilling administrative responsibilities.

The following practices will be in place for the duration of this contract:

A Stipend Committee consisting of the High School Principal or designee, the Middle School Principal or designee, a system wide Director, one representative each from the elementary, middle and high school levels, appointed by the NEA, and the Director of Human Resources will meet **once annually in the fall** to review current stipends, make recommendations for revisions and consider budgetary recommendations for new stipends.

Using the attached template, staff members may propose either a revised stipend or a new stipend activity to the Principal or Director of Human Resources who will bring the recommendation to the Stipend Committee. If the Principal disapproves the request, s/he will provide a written explanation to the staff member.

In recommending new stipends, the Stipend Committee will consider:

1. Relationships of the activity to the vision, mission, goals of the school and school system;
2. Purpose of the activity with benefit to students; number of student participants; time commitment
3. The Stipend Committee has the authority to reallocate existing monies to new stipends. The Stipend Committee may also recommend proposals for new funding as part of the budget process.

Changes to the existing stipend schedules will be submitted by the Stipend committee to the NEA and the School Committee for approval and inclusion in the current contract.

The Stipend Review Committee shall submit its recommendations to the School Committee in time for its budget planning for the following fiscal year. It is understood that funding for stipends is solely with the authority of the School Committee.

Athletic stipends will be paid at the conclusion of the coaching season or semi-annually; co-curricular stipends will be paid after the building principal verifies that the work has been completed; leadership stipends will be paid biweekly or semi-annually.

**During the 2017-2018 school year, the stipend committee will benchmark stipends and the School Committee and NEA agree to reopen the stipend portion of the contract in the fall and consider the work of the Stipend Committee**

	<b>1.500%</b>	<b>UNIT A FACULTY SALARY SCHEDULE</b>						
		Effective September, 2016						
	<b>AA1</b>	<b>AA2</b>	<b>AA3</b>	<b>AA4</b>	<b>AA5</b>	<b>AA6</b>	<b>AA8</b>	<b>AA7</b>
<b>STEP</b>	<b>B. A.</b>	<b>B + 15</b>	<b>M. A.</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>M + 60</b>	<b>D</b>
1	47,764	49,496	51,345	53,325	55,307	57,309	58,155	58,998
2	49,821	51,751	53,640	55,555	57,703	59,484	60,620	61,757
3	52,304	53,996	56,128	58,132	60,520	62,052	63,256	64,463
4	54,787	56,479	58,814	60,817	63,827	64,802	66,069	67,333
5	57,390	59,003	61,726	63,661	66,069	67,690	68,826	69,964
6	60,150	61,760	64,802	66,538	69,017	70,566	71,865	73,164
7	62,995	64,653	68,043	69,656	72,262	73,800	75,060	76,318
8	67,265	69,369	71,232	72,859	75,378	76,957	78,254	79,551
9	68,618	70,763	74,146	75,694	78,058	79,952	81,367	82,784
10	71,246	73,473	76,605	78,570	80,978	83,026	84,628	86,229
11			83,272	85,279	87,838	90,230	91,767	93,302
12			84,949	86,993	89,604	92,043	93,610	95,176
13			86,648	88,733	91,397	93,885	95,482	97,079
14			89,967	92,131	94,897	97,480	99,139	100,797

	<b>2.000%</b>	<b>UNIT A FACULTY SALARY SCHEDULE</b>						
		Effective September, 2017 - Increase School Year to 183 Days						
	<b>AA1</b>	<b>AA2</b>	<b>AA3</b>	<b>AA4</b>	<b>AA5</b>	<b>AA6</b>	<b>AA8</b>	<b>AA7</b>
<b>STEP</b>	<b>B. A.</b>	<b>B + 15</b>	<b>M. A.</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>M + 60</b>	<b>D</b>
1	48,987	50,764	52,659	54,691	56,723	58,777	59,644	60,508
2	51,097	53,076	55,014	56,978	59,180	61,007	62,172	63,338
3	53,643	55,379	57,565	59,620	62,070	63,640	64,875	66,114
4	56,190	57,926	60,320	62,374	65,462	66,462	67,761	69,057
5	58,860	60,513	63,306	65,291	67,761	69,423	70,589	71,755
6	61,690	63,341	66,462	68,242	70,784	72,373	73,706	75,037
7	64,608	66,309	69,785	71,440	74,112	75,690	76,982	78,272
8	68,987	71,145	73,056	74,724	77,308	78,927	80,258	81,588
9	70,375	72,575	76,045	77,633	80,056	81,999	83,450	84,904
10	73,070	75,354	78,567	80,582	83,052	85,152	86,795	88,437
11			85,404	87,463	90,087	92,540	94,117	95,691
12			87,124	89,221	91,898	94,400	96,006	97,613
13			88,867	91,005	93,737	96,288	97,927	99,564
14			92,271	94,490	97,327	99,976	101,678	103,378

	<b>2.250%</b>	<b>UNIT A FACULTY SALARY SCHEDULE</b>						
		Effective September, 2018						
	<b>AA1</b>	<b>AA2</b>	<b>AA3</b>	<b>AA4</b>	<b>AA5</b>	<b>AA6</b>	<b>AA8</b>	<b>AA7</b>
<b>STEP</b>	<b>B. A.</b>	<b>B + 15</b>	<b>M. A.</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>M + 60</b>	<b>D</b>
1	50,089	51,906	53,844	55,921	57,999	60,099	60,986	61,870
2	52,246	54,270	56,251	58,260	60,512	62,379	63,571	64,764
3	54,850	56,625	58,861	60,962	63,467	65,072	66,335	67,601
4	57,454	59,229	61,677	63,778	66,934	67,957	69,286	70,611
5	60,184	61,875	64,730	66,760	69,286	70,985	72,177	73,370
6	63,078	64,766	67,957	69,777	72,376	74,001	75,364	76,726
7	66,062	67,801	71,355	73,047	75,779	77,393	78,714	80,033
8	70,539	72,746	74,700	76,406	79,048	80,703	82,063	83,424
9	71,958	74,208	77,756	79,379	81,858	83,844	85,328	86,814
10	74,714	77,050	80,335	82,395	84,920	87,068	88,748	90,427
11			87,326	89,431	92,114	94,623	96,234	97,844
12			89,084	91,228	93,966	96,524	98,167	99,809
13			90,866	93,052	95,846	98,455	100,130	101,805
14			94,347	96,616	99,517	102,226	103,966	105,704

		0.00%	0.00%	0.00%
UNIT A STIPENDS		FY 2016-19	FY 2017/18	FY 2018/19
Schedule C Cocurricular Stipends				
Category				
<b><u>School Based Activities - NHS</u></b>				
Class Advisor Grade 12	II	2,593	2,593	2,593
Class Advisor Grade 11	II	2,593	2,593	2,593
Class Advisor Grade 10	III	1,730	1,730	1,730
Class Advisor Grade 9	III	1,730	1,730	1,730
Speech and Debate Club	I	5,189	5,189	5,189
Speech and Debate Assistant	II	2,593	2,593	2,593
Student Council	I	5,189	5,189	5,189
Mock Trial	II	2,593	2,593	2,593
Bomb Squad	III	1,730	1,730	1,730
Environmental Club	III	1,730	1,730	1,730
Gay/Straight Alliance	III	1,730	1,730	1,730
Habitat for Humanity	III	1,730	1,730	1,730
International Club	III	1,730	1,730	1,730
National Honor Society	I	5,189	5,189	5,189
National Honor Society Assistant	III	1,730	1,730	1,730
Academic Bowl	III	1,730	1,730	1,730
Best Buddies	III	1,730	1,730	1,730
School Store	III	1,730	1,730	1,730
Marching Band Director	I	5,189	5,189	5,189
Marching Band Assistant Directors (1)	II	2,593	2,593	2,593
Student Directed Theater Advisor	II	2,593	2,593	2,593
Model Congress (2)	II	2,593	2,593	2,593
Steps to Success	II	2,593	2,593	2,593
Yearbook	II	2,593	2,593	2,593
Fitness Center Manager		12,108	12,108	12,108
Hilltopper	III	1,730	1,730	1,730
Rag Advisor	III	1,730	1,730	1,730
Math League	III	1,730	1,730	1,730
Science League	III	1,730	1,730	1,730
Production Mgr/HS Musical (Rev Fund)	III	1,730	1,730	1,730
Robotics	I	5,189	5,189	5,189
Robotics Assistant	II	2,593	2,593	2,593
Student Equity (SEAL) Advisor	III	1,730	1,730	1,730
Senior Scholarship Committee Coordinator		1,298	1,298	1,298
Junior Awards Committee Coordinator	IV	650	650	650
Shanghai Exchange Coordinator	III	1,730	1,730	1,730
National History Day	III	1,730	1,730	1,730
Theatrical Productions:				
Musical Director (2)	I	5,189	5,189	5,189
Set Advisor	II	2,593	2,593	2,593
Choreographer	III	1,730	1,730	1,730
Theater Arts Advisor	II	2,593	2,593	2,593
Theatre Arts Production Manager (Rev Fund)	III	1,730	1,730	1,730
Homework Club	III	1,730	1,730	1,730
Common Planning Time Supervisor	III	1,730	1,730	1,730
<b><u>School Based Activities - PMS</u></b>				
Homework Club	I	5,189	5,189	5,189
Student Council	I @ 2/3	3,460	3,460	3,460
Yearbook	II	2,593	2,593	2,593
Math Counts	III	1,730	1,730	1,730
Grade 8 Benefit/Talent Show	III	1,730	1,730	1,730
STA Day	III	1,730	1,730	1,730
Theatrical Production:				
General Director	I	5,189	5,189	5,189
Technical Director (2)	II	2,593	2,593	2,593
Best Buddies	III	1,730	1,730	1,730
Recycling	III	1,730	1,730	1,730
Robotics	III	1,730	1,730	1,730
Jazz Band (Rev Fund)	II	2,593	2,593	2,593
Treble Choir (Rev Fund)	I	5,189	5,189	5,189
Wind Ensemble (Rev Fund)	II	2,594	2,594	2,594
Garden Club	IV	650	650	650
School Newspaper	III	1,730	1,730	1,730
Speech & Debate Club	III	1,730	1,730	1,730
Social Justice League	III	1,730	1,730	1,730
Cluster Advisory Team (4)	IV	650	650	650
Student Mentor Coordinator (2)		721	721	721

<b><u>School Based Activities - High Rock</u></b>				
Student Council	I @ 1/3	1,730	1,730	1,730
Yearbook	IV	1,298	1,298	1,298
Common Ground (2)	III	1,730	1,730	1,730
Links	III	1,730	1,730	1,730
Recycling	III	1,730	1,730	1,730
Math Counts	III	1,730	1,730	1,730
Cluster Advisory Team (5)	IV	650	650	650
Student Mentor Coordinator		721	721	721
<b><u>Content Based Activities - District</u></b>				
Private Instructor Coordinator (Rev Fund)		3,823	3,823	3,823
Town Orchestra (Rev Fund)	II	2,593	2,593	2,593
<b><u>Content Based Activities - Elementary</u></b>				
Honors Chorus (Rev Fund)	II	2,594	2,594	2,594
Honors Band (Rev Fund)	II	1,730	1,730	1,730
Hillside Student Council	III @ 1/2	869	869	869
Mitchell Student Council	III @ 1/2	869	869	869
Broadmeadow Student Council	III @ 1/2	869	869	869
Broadmeadow Homework Club	III	1,730	1,730	1,730
Broadmeadow Literary Magazine	III	1,730	1,730	1,730
Newman Student Council Advisor	III @ 1/2	869	869	869
<b><u>Unit A - Schedule D Teacher Leader Stipends</u></b>				
		<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>
Cafeteria Duty - Per Lunch Payment		10	10	10
Elementary Subject Area Leaders:				
Broadmeadow (6)		573		
Eliot (6)		573		
Hillside (6)		573		
Mitchell (6)		573		
Newman (6)		573		
Preschool (1)		573		
Teacher Leaders - New in FY18				
Broadmeadow (7)			1,500	1,500
Eliot (7)			1,500	1,500
Hillside (7)			1,500	1,500
Mitchell (7)			1,500	1,500
Newman (7)			1,500	1,500
Preschool (1)			1,500	1,500
Elementary Science Center Director		4,578	4,578	4,578
Elementary TST:				
Broadmeadow		1,152	1,152	1,152
Eliot		1,152	1,152	1,152
Hillside		1,152	1,152	1,152
Mitchell		1,152	1,152	1,152
Newman		1,152	1,152	1,152
High School Manager for Student Activity Funds		5,189	5,189	5,189
High School Testing Coordinator (Rev Fund)		6,636	6,636	6,636
Mentors for Teachers New to Needham (Per Mentor)		874	874	874
Mentor Coordinator		2,731	2,731	2,731
Mentor Building Representatives:				
Broadmeadow		874	874	874
Eliot		874	874	874
Hillside		874	874	874
Mitchell		874	874	874
Newman		874	874	874
High Rock		874	874	874
Pollard		874	874	874
Needham High		874	874	874
Specialist		874	874	874

Service Learning Coordinator:			
Broadmeadow	1,081	1,081	1,081
Eliot	1,081	1,081	1,081
Hillside	1,081	1,081	1,081
Mitchell	1,081	1,081	1,081
Newman	1,081	1,081	1,081
High Rock	1,081	1,081	1,081
Pollard	1,081	1,081	1,081
Needham High	1,081	1,081	1,081
Social/Emotional Learning Stipends:			
Broadmeadow	665	665	665
Eliot	665	665	665
Hillside	665	665	665
Mitchell	665	665	665
Newman	665	665	665
High Rock	665	665	665
Pollard (2)	665	665	665
Needham High	665	665	665
Preschool	665	665	665
NPS Publications	24,502	24,502	24,502
Student Detention Aide	6,247	6,247	6,247
Curriculum, Perr Diem Rate - Summer Work	185	185	185
Curriculum, Perr Diem Rate - School Year Work	185	185	185
Staff Development Coordinator	6,537	6,537	6,537
Truant Officer	1,643	1,643	1,643
Webmasters:			
Needham High	3,923	3,923	3,923
District	3,923	3,923	3,923
Home/ Hospital Tutor	---	Rate as Established	---
Summer School Teacher	---	Rate as Established	---
Summer School Nurse	---	Rate as Established	---
Summer School Coordinator	---	Rate as Established	---
Summer School Speech Pathologist	---	Rate as Established	---
Summer School Occupational Therapist	---	Rate as Established	---
Summer School Physical Therapist	---	Rate as Established	---
Summer School BCBA	---	Rate as Established	---
Summer School Tutor	---	Rate as Established	---
MCAS Tutor	---	Rate as Established	---
After School Private Music Instructor	---	Rate as Established	---
Music Accompanist	---	Rate as Established	---
METCO Homework Club	---	Rate as Established	---
METCO Mentor Coordinator	---	Rate as Established	---
METCO Student Supervision	---	Rate as Established	---
METCO Family and Friends Coordinator	---	Rate as Established	---
METCO Bus Monitors	---	Rate as Established	---
Athletic Ticket Taker	---	Rate as Established	---
Athletic Game Event Set Up/Take Down	---	Rate as Established	---
Athletic Administrator Home Games	---	Rate as Established	---
Athletic Ice Hockey Game Clock Operator	---	Rate as Established	---
Athletic Football Game Announcer	---	Rate as Established	---
Athletic Non-Football Game Announcer	---	Rate as Established	---
Non-Ice Hockey Game Clock Operator	---	Rate as Established	---
Athletic Administrator Away Games	---	Rate as Established	---
Athletic Bus Chaperone	---	Rate as Established	---
Lesley Program Instructor	---	Rate as Established	---
Lesley Program Teacher	---	Rate as Established	---
Lesley Program Observation	---	Rate as Established	---
Lesley Program Supervision	---	Rate as Established	---
Lesley Program Recruitment	---	Rate as Established	---
Lesley Program Supervisor	---	Rate as Established	---
Science Center Animal Care	---	Rate as Established	---
Science Center After School Program Instructor	---	Rate as Established	---
Steps Up Mentor	---	Rate as Established	---
Steps Up Advisor	---	Rate as Established	---

		FY 2016/17	FY 2017/18	FY 2018/19
<b><u>Unit A Schedule B - Coaching Stipends</u></b>				
<b><u>Category I</u></b>				
Football, Varsity Head	Step 1	8,698	8,698	8,698
	Step 2	9,254	9,254	9,254
	Step 3	9,800	9,800	9,800
<b><u>Category II</u></b>				
Baseball, Varsity Head	Step 1	5,342	5,342	5,342
Basketball, Varsity Girls Head	Step 2	5,702	5,702	5,702
Basketball, Varsity Boys Head	Step 3	6,077	6,077	6,077
Ice Hockey, Varsity Girls Head				
Ice Hockey, Varsity Boys Head				
Lacrosse, Varsity Girls Head				
Lacrosse, Varsity Boys Head				
Soccer, Varsity Girls Head				
Soccer, Varsity Boys Head				
Softball, Varsity Head				
Wrestling, Varsity Head				
<b><u>Category III</u></b>				
Field Hockey, Varsity Head	Step 1	4,269	4,269	4,269
Football, Varsity Assistant (2)	Step 2	4,628	4,628	4,628
Football, JV Head	Step 3	4,994	4,994	4,994
Gymnastics, Varsity Head				
Cross Country, Varsity Girls Head				
Cross Country, Varsity Boys Head				
Indoor Track, Varsity Girls Head				
Indoor Track, Varsity Boys Head				
Rugby, Varsity Head				
Swimming, Varsity Girls Head				
Swimming, Varsity Boys Head				
Tennis, Varsity Girls Head				
Tennis, Varsity Boys Head				
Spring Track, Girls Varsity Head				
Spring Track, Boys Varsity Head				
Trainer (2)				
Volleyball, Varsity Girls Head				
Volleyball, Varsity Boys Head				
<b><u>Category IV</u></b>				
Basketball, JV Girls Head	Step 1	3,387	3,387	3,387
Basketball, JV Boys Head	Step 2	3,753	3,753	3,753
Baseball, JV Head	Step 3	4,118	4,118	4,118
Cheerleading, Varsity Fall Head				
Cheerleading, Varsity Winter Head				
Dance, Varsity Fall Head				
Dance, Varsity Winter Head				
Field Hockey, JV Head				
Football, JV Assistant				
Football, Freshman Head				
Golf, Varsity Boys Head				
Gymnastics, JV Head				
Ice Hockey, JV Girls Head				
Ice Hockey, JV Boys Head				
Lacrosse, JV Girls Head				
Lacrosse, JV Boys Head				
Alpine Ski, Boys & Girls Head				
Spring Track, Varsity Assistant Girls				
Spring Track, Varsity Assistant Boys				
Soccer, JV Head Girls				
Soccer, JV Head Boys				
Soccer, JV Girls Head				
Soccer, JV Boys Head				
Softball, JV Head				
Swimming/Diving, Varsity Assistant Girls				
Swimming/Diving Varsity Assistant Boys				
Trainer (4)				
Volleyball, JV Girls Head				
Volleyball, JV Boys Head				
Wrestling, JV Head				



<u>Category V</u>	Step 1	2,879	2,879	2,879
Baseball, Freshman Head	Step 2	3,153	3,153	3,153
Basketball, Freshman Girls Head	Step 3	3,423	3,423	3,423
Basketball, Freshman Boys Head				
Cross-Country, Assistant Girls & Boys				
Equipment Manager				
Equipment Manager, Assistant Girls				
Field Hockey, Freshman Head				
Football, Freshman Asst.				
Indoor Track, Varsity Assistant Girls				
Indoor Track, Varsity Assistant Boys				
Indoor Track, Varsity Assist Girls & Boys				
Lacrosse, Freshman Girls Head				
Lacrosse, Freshman Boys Head				
Rugby, JV Head				
Alpine Ski, Assistant Boys & Girls				
Soccer, Freshman Girls Head				
Soccer, Freshman Boys Head				
Soccer, Assistant Freshman Boys & Girls				
Spring Track, Girls & Boys Freshman Head				
Swimming & Diving, JV Girls				
Tennis, JV Girls Head				
Tennis, JV Boys Head				
Wrestling, Varsity Assistant				
Volleyball, Freshman Girls Head				
<hr/>				
<u>Category VIII (Club Sports)</u>				
Bowling/Winter - Step C	A	5,495	5,495	5,495
Boys Ultimate Frisbee A/ Spring - Step B	AA	3,050	3,050	3,050
Boys Ultimate Frisbee B/ Spring - Step C	B	2,074	2,074	2,074
Cheer/ Fall - Step C	C	1,555	1,555	1,555
Cheer/ Winter - Step C				
Dance/Fall - Step B				
Dance/Winter - Step B				
Fencing/ Winter - Step AA				
Girls Ultimate Frisbee A/ Spring - Step B				
Girls Ultimate Frisbee B/ Spring - Step C				
Sailing/ Spring - Step B				
Sailing/ Fall - Step B				
Snowboarding/ Winter - Step C				
Squash/Winter - Step A				
Water Polo/ Winter - Step B				
<hr/>				
<u>Category IX</u>				
Baseball, Program Assistant	Step 1	1020	1,020	1,020
Basketball, Boys Program Assistant	Step 2	1275	1,275	1,275
Basketball, Girls Program Assistant	Step 3	1530	1,530	1,530
Cheerleading, Fall Program Assistant				
Cheerleading, Winter Program Assistant				
Cross-Country, Girls & Boys Program Assistant				
Event Program Manager (2)				
Football, Freshman Program Assistant				
Ice Hockey, Boys Program Assistant				
Ice Hockey, Girls Program Assistant				
Indoor Track, Program Assistant Girls & Boys				
Lacrosse, Boys Program Assistant				
Lacrosse, Girls Program Assistant				
Softball, Program Assistant				
Spring Track, Girls & Boys Program Assistant				
Volleyball, Boys Freshman Program Assistant				

<u>Middle School, Category X</u>				
Boys' Basketball A Team Head	Step 1	2,000	2,000	2,000
Boys' Track & Field Head	Step 2	2,160	2,160	2,160
Boys' Volleyball Head	Step 3	2,311	2,311	2,311
Co-Ed Volleyball Head				
Field Hockey A Team Head				
Girls' Basketball A Team Head				
Girls' Track & Field Head				
X-Country Head, Boys				
X-Country Head, Girls				
<u>Middle School, Category XI</u>				
Field Hockey B Team Head	Step 1	1,750	1,750	1,750
Softball Head	Step 2	1,908	1,908	1,908
Ultimate Frisbee Head	Step 3	2,060	2,060	2,060
<u>Middle School, Category XII</u>				
Boys' Basketball B Team Head	Step 1	1,500	1,500	1,500
Field Hockey A Team Assistant	Step 2	1,650	1,650	1,650
Girls' Basketball B Team Head	Step 3	1,799	1,799	1,799
Track & Field Assistant (4)				
X-Country Assistant (3)				
<u>Middle School, Category XIII</u>				
Boys' Volleyball Assistant	Step 1	1,250	1,250	1,250
Co-Ed Volleyball Assistant	Step 2	1,388	1,388	1,388
Faculty Manager, Fall	Step 3	1,526	1,526	1,526
Faculty Manager, Spring				
Faculty Manager, Winter				
Field Hockey B Team Assistant				
Softball Assistant				
Track & Field Program Assistant				
Ultimate Frisbee Assistant				
X-Country Program Assistant				

## APPENDIX

### SIDE LETTER of AGREEMENTS

1. If the Massachusetts Supreme Judicial Court's decision in *Goodridge v. Department of Public Health*, 440 Mass. 309 (2003) is reversed by an act of the Legislature, the following language will be added to Article 20, Section 6 (c): After "father": "or individual for whose health care the teacher has primary responsibility."
2. Guidelines for the Preparation of Individual Professional Development Plans. The attached guidelines, dated June 8, 2000, are agreed to and shall be in effect as of September 1, 2000. *(These Guidelines are also published in the Staff Development Handbook.*
3. The NEA and administration agree to meet during the 2017 fiscal year to engage in a discussion about initiatives. The goals are as follows:
  - a. To provide the opportunity for members of the teaching staff to clearly articulate the impact of the "pile effect" where good ideas, grants and programs are layered in a manner which increases the work load for teachers and potentially diminishes the initiatives' intended outcomes, while detracting from the core curriculum.
  - b. To provide the opportunity to collaborate on the important matters of the school, including new ideas, programs and voluntary grants that impacts teachers' work requiring time, training, and planning or preparation changes.
  - c. To provide voice to the members of the school staff and allow for opinions and options to be heard.
  - d. To provide the opportunity for discussion and feedback related to a building or district initiative including goals, rollout, follow-up, and evaluation of effectiveness.

The following meetings will take place during the 2016-2017 school:

1. NEA meets with the members of the SLT during the retreat in August to define and discuss the problem. Engaged in a deep, meaningful and *honest* conversation with examples of initiatives that have detracted from the core curriculum, increased teacher's workload, or simply were not effective. To help frame a common understanding of the objectives, begin to answer the questions:
  - a. What are the problems or challenges faced by teachers?
  - b. What are the problems or challenges faced by administrators?
  - c. What are possible solutions?

2. NEA meets with the DLT and School Committee in August 22, 2016 to collaborate to understand the issues and next steps.
3. NEA meets with the SLT four times during the course of the 2016-2017 year for two hours to continue the work and discussion. Discuss possible systems to ensure voice, opportunity and collaboration.
4. Potentially work with Doug Reeves, author and speaker on educational matters, currently focusing on stemming the tide of too many initiatives.
  - a. Include an NEA focus group with Dr. Reeves to understand the heart of the matter.
5. Collaborate in a one-day summit in June 2017 to assess our progress, develop action steps going forward, and refine the blueprint.

June 12, 2000

#### **GUIDELINES FOR THE PREPARATION OF INDIVIDUAL PROFESSIONAL DEVELOPMENT PLANS**

1. These guidelines are being issued by the Superintendent of Schools. They are intended to assist personnel serving in positions that require certification issued by the Massachusetts Department of Education ("DOE") to meet the DOE's requirements for re-certification. In the event of any conflict between these guidelines and the various regulations issued by the DOE, the regulations issued by DOE shall prevail.
2. Teachers and administrators are advised to visit the DOE's website at "www.doe.mass.edu" for information and the regulations pertaining to re-certification requirements for all educational personnel.
3. All educators who are subject to the DOE's re-certification requirements as set forth in 603 CMR 44.00 must have an Individual Professional Development Plan ("IPDP") in place no later than October 13, 2000.
4. Approval of the IPDP shall be based on whether 80% of the PDP to be earned after June 30, 2000, are consistent with the educational needs of the school and/or district. Your IPDP should reflect both your own professional development goals and those of the school district, your school and program area(s). Educators should consult the following documents to identify district and school needs and goals: the school district's "Goals and Objectives"; your school's "Improvement Plan"; the school district's Professional Development Plan; the DOE's curriculum frameworks; the school district's Special Education Plan; the DOE's Principles of Effective Teaching and Effective Administrative Leadership (603 CMR 35.00); and the school district's performance standards. You are also encouraged to discuss your plan with supervisory personnel, such as Department Heads, Directors, Assistant Principals, before submitting them to your principal for review.

5. For personnel who work in more than one school building, the Superintendent will designate the principal of one of the buildings in which you work to review your IPDP. If you have any questions regarding which principal is responsible for reviewing your IPDP, you should contact the Personnel Office for clarification.

Your IPDP must be submitted on a form that you can obtain from your principal's office, the Personnel Office, or the DOE's website when you are ready to have your plan reviewed. The use of the column labeled, "\*Date Approved & Supervisor's Initials OPTIONAL," is not recommended.

7. You are encouraged to submit your IPDP to your principal as soon as possible but in no event later than October 6, 2000, in order to allow sufficient time for review. Plans must be reviewed with your principal at least once every two (2) years thereafter.

8. If your principal does not approve your IPDP, you will be given a written statement of the reason(s) why and some suggestions for revising it. You should either revise your IPDP in accordance with the principal's suggestions or you may appeal a principal's rejection of your IPDP by sending written notice of your appeal to the President of the Association and the Superintendent of Schools within fourteen (14) calendar days following the principal's rejection of your IPDP. The President of the NEA (or a designee) will meet with a designee of the Superintendent, other than the principal who did not approve your plan, to review your appeal. You and the principal who rejected your IPDP will be given at least seven (7) calendar days advance notice of said meeting. You and the principal who did not approve your IPDP may submit a statement in writing and/or be present at the meeting to present a statement. You may be accompanied by a representative of your own choosing. Within thirty (30) calendar days following said meeting, the Review Panel will submit a written advisory opinion to you, the principal who rejected your IPDP, and the Superintendent, who may accept or reject the Review Panel's opinion. If you wish to seek reconsideration of the Superintendent's decision, you may do so by submitting a written request for reconsideration within thirty (30) calendar days to the Commissioner of Education. (See 603 CMR 44.11 for further information.) A copy of said request for reconsideration should also be sent to the Personnel Office.

9. If you were issued a "standard certificate" between October 1, 1994, and June 17, 1999, you are not required to obtain initial approval or final endorsement of your IPDP during the first re-certification cycle. However, within three (3) months of the date of first re-certification or by October 13, 2000, whichever is later, you must have an approved IPDP in place.

10. It is recommend that all staff, regardless of years until retirement, submit an IPDP. Educators who do not intend to seek re-certification are not required to seek approval of an IPDP. If you do not intend to seek re-certification, you should so notify the Personnel Office in writing.

11. Personnel returning from a leave absence who do not have an approved IPDP shall be granted three (3) months from the date of their return to obtain approval of their IPDP.

12. Obtaining and maintaining a valid Massachusetts certificate for the position in which you are employed is each individual's responsibility and a condition of employment. You are encouraged to keep copies of all documentation, including correspondence, having to do with your IPDP and re-certification. Please contact your principal, the Personnel Office, and/or the DOE if you have any questions regarding certification, IPDP, and/or re-certification.



"We help children learn."

*Massachusetts Department of*

**Education**

## Sample Individual Professional Development Plan for Massachusetts Educators

Name: Last First Middle Renewal Year

Home Address City State Zip Code

Primary Area Certificate Number

District School Grade Level(s) Subject(s)

Professional Development Points Required for Renewal of **Primary Area** 120 or 150

Total number of PDPs required in content

My professional growth goals (please number):

My professional growth goals are consistent with the following district and/or school goals:

Record of Approved Professional Development Activities for Primary Area

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs (pedagogy or professional skills)	*Date Approved & Supervisor Initials OPTIONAL	Date Complete

\*The Supervisor's initials indicate that the professional development activity is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.

### **Record of Additional Professional Development Activities for Elective PDPs**

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs	Date Completed

Use additional copies of this form if necessary.

Educator's Name

Certificate Number

**Initial Review and Approval**

**Date**



The signature below indicates that 80% of this educator's Individual Professional Development Plan is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.

Supervisor's Name (print)

Title

Signature

**First Two Year Review**

**Date**

The signature below indicates that this educator's Individual Professional Development Plan was reviewed.

*Please check one.*

The Plan remains consistent with the educational needs of the school and/or district.

The Plan was reviewed and amended.

Supervisor's Name (print)

Title

Signature

**Second Two Year Review**

**Date**

The signature below indicates that this educator's Individual Professional Development Plan was reviewed.

*Please check one.*

The Plan remains consistent with the educational needs of the school and/or district.

The Plan was reviewed and amended.

Supervisor's Name (print)

Title

Signature

**Final Endorsement**

**Date**

The signature below indicates the supervisor has reviewed this educator's Record of Professional Development Activities and the reported activities are consistent with the approved professional development plan.

Supervisor's Name (print)

Title

Signature

This document and other Department of Education documents and publications are available on our website at [www.doe.mass.edu/recert](http://www.doe.mass.edu/recert).

## **Needham Public School Teacher and Caseload Educator Contract Language**

### Table of Contents

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

1) **Purpose of Educator Evaluation**

- A) The Needham Public Schools believes that proficient educators focus on their own professional growth to enrich practice, which will lead to improved student achievement. This process relies on the willingness of each educator to engage in authentic self-assessment, professional and reflective conversations with colleagues and supervisors, and a deep commitment to professional growth.
- 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).
  - v) To promote proficient educators

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 any duration, but at least 10 minutes; 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. These measures will be developed in consultation with the NEA.

- 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. An educator with Professional Teacher Status shall be considered in a new assignment when teaching under a different license.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 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. It is the goal of the administration and NEA to offer sufficient time and supports to assist an educator to improve.
- 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. Any evaluator who is not a member of Unit B or a Needham Public Schools Principal shall be mutually agreed upon by the administration and NEA.
  - 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 by September 30<sup>th</sup> of each year. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. The feedback will include a reflective conversation and will document in writing at least the date, time, and topics discussed. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **\*Parties:** The parties to this agreement are the Needham Public Schools and the Needham Education 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.
  - It is the policy of the Needham Public Schools that educators receive rating of Proficient, Needs Improvement or Unsatisfactory on individual standards and the overall rating. The goal of every educator is to achieve a rating of Proficient.
- 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
- 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 (3) 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, in consultation with the NEA, 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 any duration but at least 10 minutes.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.



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

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) All Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal by the timeline as agreed upon by the administration and NEA in Schedule A. 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.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall provide a meeting for Educators and Evaluators focused substantially on;
  - i) An overview of the evaluation process, including goal setting and the educator plans.
  - ii) Directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- B) Participants will have the opportunity to provide feedback on the effectiveness of this process.

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

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment according to the timeline as agreed upon by the administration and NEA in Schedule A 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. As part of the goal-setting process, school and district leaders shall make available to educator assessment data, copies of the school improvement plans and district goals.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator according to the timeline as agreed upon by the administration and NEA in Schedule A (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.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. **Teachers on a two-year Self Directed Growth Plan may choose a one-or two-year student learning goal.** See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle of the next academic year to develop their Educator Plan according to the timeline as agreed upon by the administration and NEA in Schedule A. 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 according to the timeline as agreed upon by the administration and NEA in Schedule A or within six weeks of the start of their assignment in that school

- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
  - D) The Evaluator completes the Educator Plan according to the timeline as agreed upon by the administration and NEA in Schedule A. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
  - A) In the first year of practice or first year teaching under a new license, each educator shall have a minimum of six (6) observations, including:
    - i) At least one (1) announced observation during the school year using the protocol described in section 11B, below.
    - ii) At least four (4) unannounced observations during the school year.
    - iii) One (1) observation that is a full classroom observation
  - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
    - i) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
  - A) The Educator on a one (1) or two (2) year Self-Directed Growth Plan must have at least three (3) unannounced observation per year.
  - B) The Educator who is on a Directed Growth Plan must have at least six (6) unannounced observations.
  - C) The Educator on an Improvement Plan must be observed according to the agreed upon Improvement Plan, developed on a case-by-case basis, which may include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator in consultation with the NEA. In no case, for improvement plans of one (1) year, shall there be fewer than one (1) announced and four (4) unannounced observations. For Improvement Plans of six (6) months or fewer, there must be no fewer than one (1) announced and two (2) unannounced observations.
- 11) **Observations**

The Evaluator's first observation of the Educator should take place according to the timeline as agreed upon by the administration and NEA in Schedule A. Observations required by the Educator Plan should be completed according to the timeline as agreed upon by the administration and NEA in Schedule A. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of 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) No other observations may take place until the day after feedback has been provided.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within five (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

C) All observations will be followed by face-to-face reflective conversations within 3-5 school days

D) Any observation or series of observations resulting in one (1) or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation within thirty (30) school days.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make

frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) 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.
- E) 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.
- F) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.
- G) The Educator shall sign the Formative Assessment report by within five (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.
- H) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two (2) year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two (2) 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) 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.
- D) 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.
- E) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report.
- F) The Educator shall sign the Formative Evaluation report by within five (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.
- G) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- H) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one (1) or two (2) year Educator Plan, the summative report must be written and provided to the educator according to the timeline as agreed upon by the administration and NEA in Schedule A.
- 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 work toward 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) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- H) 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 according to the timeline as agreed upon by the administration and NEA in Schedule A.
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur according to the timeline as agreed upon by the administration and NEA in Schedule A.
- J) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur according to the timeline as agreed upon by the administration and NEA in Schedule A.
- K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L) The Educator shall sign the final Summative Evaluation report according to the timeline as agreed upon by the administration and NEA in Schedule A. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. 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 (1) goal related to improvement of practice tied to one (1) or more Performance Standards;
  - ii) At least one (1) goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.



- C) It is the Educator's responsibility to work toward attaining the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers specified the Educator Plan.
- 16) **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.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2016-2017 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year one and a summative evaluation report at the end of year two.
  - 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 2016-2017 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
  - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
  - C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, according to the timeline as agreed upon by the administration and NEA in Schedule A.
  - 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.
  - F) The NEA will be informed when an educator has been placed on a Directed Growth Plan.
- 19) **Educator Plans: Improvement Plan**
- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
  - B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as

unsatisfactory on an Improvement Plan ~~ef~~ for a reasonable time period sufficient to achieve the goals outlined in the improvement plan, but no fewer than thirty (30) School days and no more than one (1) school year.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) Upon the request of the educator, a representative of the NEA shall attend the meeting(s).
  - iii) The NEA will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.

- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- A) **Educators on Plans of Less than One Year**
  - i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

## 21. Career Advancement

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 5. The principal's decision is subject to review and approval by the superintendent.

## 22. Rating Impact on Student Learning Growth

Needham Public Schools believes that assessments effectively measure what is important for students to know and be able to do and provides valuable information to the teacher and evaluator about student growth. While the following language is designed to meet the DESE requirements for educator evaluation, Needham strongly desires each educator to use data in a meaningful way to improve collaboration and student growth. Educators and evaluators should commit to a continual expansion of best practices and using data to inform instruction in a way

that is valuable and informs practice. To that end, the impact on student learning rating should focus on and be guided by the following principles:

1. The overall objective is reflection and conversation between evaluator and educator regarding the teacher's impact on student learning.
2. Impact on student learning is integral to the four standards of the evaluation system - a student impact rating cannot be determined in isolation from these standards.

#### A. Identifying and Selecting Common Assessments

Educators and Evaluators will collaboratively determine an appropriate common assessment that will comprise the Common Assessment for Educators by school, grade level, subject or discipline. Common Assessments may include direct or indirect measures.

1. Direct measures may include formative, interim and unit assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
2. Indirect measures include but are not limited to changes in promotion and graduation rates, attendance and tardiness rates, rigorous course pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates and other measures of student engagement and progress.

Elementary specialist teachers who teach multiple classes or levels will reach an agreement with their evaluator on the appropriate number of sections or students to administer a common assessment.

#### B. Basis of the Impact on Student Learning

The Impact on Student Learning shall be determined based on the discussion, observation and evidence of student learning conducted over the course of the evaluation cycle. Educators may provide evidence of student learning as follows. The educator's self reflection and goals will guide the choice of evidence.

1. Statewide growth measures where available including MCAS Student Growth Percentage or any subsequent state determined measure.
2. Student work samples or data related to a Common Assessment.
3. Student work samples, data, or reflection related to groups of student or individual students.

#### C. Student Learning Goal

1. As part of the goal setting process during the self-reflection phase of the evaluation, the educator *may* set a Student Learning Goal based on a Common Assessment that will be used by that educator.
2. The Student Learning goal may focus on a particular population of students (for example: ELL, low performing students, high performing students) or the entire class.

#### D. Determining an Impact on Student Learning as part of the Evaluation Cycle

1. The evaluator and educator will discuss student learning as part of their ongoing meetings during the evaluation cycle. This discussion may include student performance on Common Assessments, progress on the Student Learning Goal, and other evidence of student learning.
2. In the Formative or Summative evaluation conference, the evaluator and the educator will exercise their professional judgment in discussing how the outcomes in student assessments are affected by contextual factors including, but not limited to, the learning challenges presented by the students and the learning environment. Based on their discussions, they will determine together whether, in general, the educator's students achieved *high, moderate* or *low* growth.
3. The evaluator shall use his/her professional judgment to determine whether an educator is having a *high, moderate, or low* impact on student learning. The evaluator will apply professional judgment to establish trends and patterns in student learning, growth, and achievement, before determining the educator's Impact on Student Learning Rating. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context and must account for contextual factors including, but not limited to, learning challenges presented by the students and the learning environment.
4. Consideration of MCAS, Student Growth Percentile or other State Determined Measure will include trends and data over at least two years.

**E. Impact on Student Learning Implementation Schedule**

1. 2015-2016 No student impact rating reported.
2. 2016-2017 Teachers on a Self Directed Growth Plan in the summative year will receive an Impact on Student Learning Rating.
3. Teachers on a Developing Educator Plan will receive a Impact on Student Learning rating after two years of data.

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

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

**24. Using Staff feedback in 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.

**25. 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.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures through the first three (3) years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.

**IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives this fourth day of October, 2016**

**For the Needham School Committee**

\_\_\_\_\_  
Susan Neckes, Chair

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Heidi Black, Vice Chair

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Michael Greis, Chair, Negotiations

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Connie Barr

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Kim Marie Nicols

\_\_\_\_\_  
Aaron Pressman

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Andrea Longo Carter

**For the Needham Education Association**

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Michael Hirsh, NEA President

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Caren Firger, Vice President

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Susan Audibert

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Steve Guerriero

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Eric Frere

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Doug Stanczak

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Laura Marinak

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Sarah Casados

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Amy Flax

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Jo-Anne Bagley

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Paula Hartstein