

CONTRACT
MARLBOROUGH SCHOOL COMMITTEE
and
MARLBOROUGH EDUCATORS
ASSOCIATION

SEPTEMBER 2021 – AUGUST 2024

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ARTICLE I RECOGNITION CLAUSE

The Committee recognizes the Association for the purposes of Collective Bargaining as the exclusive representative of the unit consisting of full time and regular part time teaching employees of the Marlborough School System hereinafter set forth and identified as the bargaining unit: all Classroom, Special Education, and Reading Teachers, Educational Interventionists, English Learning Coordinator, Registered School Nurses, Guidance Counselors and School Psychologists, Adjustment Counselors, Attendance Officer, Occupational Therapist, Physical Therapist and Speech, Language and Hearing Teachers/Therapists, but excluding all other academic and nonacademic Personnel of the Committee.

The position of Attendance Officer will be removed from the unit upon attrition.

The parties agree that the following articles of this Agreement do not pertain to physical therapists and occupational therapists: Article XX, Section C, D - paragraph One, E, Article XXIII and Article XXVIII.

Unless otherwise indicated, the employees in the above-described unit shall be hereinafter referred to as the "Teachers." The use of a specific gender is intended to include any other gender.

ARTICLE II COMMITTEE RIGHTS CLAUSE

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall be deemed to derogate from the powers and responsibilities of the Committee under statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth.

Further, the Association and the Committee agree to be bound by the existing rules and regulations of the Committee except as the rules and regulations are changed by this Agreement.

As to every matter not covered by this Agreement, the Committee retains the powers and duties that it has by law and may exercise the same without such exercise being made the subject of an arbitration proceeding hereunder.

**ARTICLE III
NO STRIKE CLAUSE**

The Association, for the duration of this Agreement, agrees not to engage in, induce or encourage any strike, work stoppage, slow down or withholding of services.

**ARTICLE IV
SAVING CLAUSE**

Any practice or precedent not modified, altered, or amended by this Agreement shall continue in effect for the life of this Agreement.

**ARTICLE V
DUES DEDUCTION**

A. The Committee agrees to deduct from the salaries of its employees dues for the Marlborough Educators Association, Massachusetts Teachers Association and the National Education Association as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the money promptly to the Marlborough Educators Association. Teacher authorization will be in writing in the form attached hereto at Appendix I.

B. Deductions referred to in Section A will be made in equal installments beginning with the first (1st) pay period in November (except that a Teacher who becomes a member after that date may authorize dues payments to be deducted from equal successive checks beginning with the earliest practical payroll). The Committee will not be required to honor any deduction or authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

C. No later than September of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Association will notify the Committee monthly of any changes in said list. Any Teacher desiring to have the Committee discontinue deductions they have previously authorized must notify the Committee and the Association concerned in writing by September 15 of each year for that year's dues.

ARTICLE VI
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ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition: For the purposes of this Agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Association and the Committee over the interpretation or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment of a teacher under the provisions of this Agreement.

B. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One - An employee covered by this Agreement who has a grievance shall discuss it with their immediate superior, either personally or through appropriate representative within ten (10) school days from the date on which the incident giving rise to the grievance has occurred or when the employee knew or should have known of such incident.

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

3. Level Three - Grievances involving the suspension or discharge of a teacher will not be heard by the School Committee; otherwise if the grievant is not satisfied with the decision of the Superintendent, or designee, or if no decision has been rendered within ten (10) school days after the

conference, an appeal may be made to the Committee by the grievant within ten (10) school days from the last day of the Superintendent's response period. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the agreement and the decision, if any, rendered under Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.

4. Level Four - In matters of suspension, if the grievant is not satisfied with the decision rendered by the Superintendent, or if no decision has been rendered within ten (10) school days, or in all other matters if the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the next regularly scheduled meeting of the Committee next following the conference, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association (AAA).

5. A grievance not filed within the timelines stated herein shall be considered waived.

The form attached hereto as Appendix F will be used to process all grievances.

C. Arbitration:

1. The grievance shall be submitted to an arbitrator who shall be selected pursuant to the rules of the American Arbitration Association, unless the Parties agree otherwise.

2. The arbitrator shall be bound by the written submission of the grievance by the parties. Their decision shall not extend beyond the issues presented by the submission or submissions, nor alter, amend or modify the provisions of this Agreement.

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

4. Both parties shall share equally the expenses of such arbitration.

**ARTICLE VIII
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**ARTICLE IX
TEMPORARY LEAVES OF ABSENCE**

A. Members of the bargaining unit covered by this Agreement shall be allowed four (4) days personal leave with pay not deducted from accumulated sick leave to attend to personal, legal, religious, business or household matters that can only be conducted during work hours. Such personal days shall be granted according to the following guidelines:

1. Written notice using the District's electronic absence management system must be presented to the teacher's designated supervisor five (5) days prior to the date the personal day is to be taken.
2. Personal days shall require no explanation. The members of the bargaining unit shall, however, state in writing that the leave is to be taken for important personal business not of a recreational nature, and that such business cannot be conducted on a non-duty day.
3. In emergency situations, written request for a personal day may be submitted after the fact but said request must be consistent with the provisions of Paragraph 2 above. Members of the bargaining unit will assume the responsibility of notifying the proper authority at the earliest possible time of the absence.
4. Personal days shall not be taken to extend a vacation or holiday. Personal Days may be taken before or after a holiday or vacation with a reason at the discretion of the Superintendent. A teacher requesting leave under this exception shall do so by filing a written request on the agreed upon form directly with the Superintendent at least ten (10) days prior to the date the personal day is to be taken.
5. Up to three (3) unused personal days per year shall be added to an individual's accrued sick leave.

B. Members of the bargaining unit covered by this Agreement will be entitled to the following leaves of absence with pay each school year during the term of this Agreement.

1. With prior approval of the Superintendent, teachers may be granted at least one (1) day per school year during the term of this Agreement for

the purpose of visiting other schools or attending meetings or conferences of an educational nature.

2. No more than eight (8) Association representatives and no more than four (4) teachers per building will be granted the time necessary to attend the annual Massachusetts Teachers' Convention.

3. In the event a court appearance for a work-related matter is scheduled during a school recess or a day school is not in session, the employee will make every effort to reschedule said court appearance for a regularly scheduled work day, in the event that it is not possible to reschedule said court appearance the bargaining unit member will receive a compensatory day off to be scheduled at a mutually agreeable time with their administrator. An employee is responsible for notifying Human Resources within 48 hours of when they receive a subpoena related to Marlborough Public Schools business or students.

4. Illness of a member of the immediate family requiring attendance of a teacher at the bedside of the patient shall be interpreted as coming under the annual sick leave provisions. The term "member of the immediate family" as used in this subsection shall include a domestic partnership established by a shared domicile.

5. Leaves taken pursuant to this Section a, except 2, 3, 4 and 5 shall be deducted from unused sick leave. No Teacher will be required to arrange for a substitute.

C. Bereavement Leave - Five (5) days, if necessary, shall be allowed for parents (or others who have fulfilled the functions of parents), sibling, spouse, significant other/partner or child. For other relatives, the leave would be restricted to three (3) days unless they resided in the household of the teacher in which case five (5) days would be granted.

Bereavement leave is defined as consecutive business days immediately following the death not to be carried over a school recess period. During the December, February and April school recesses periods, the leave shall begin immediately upon the death. In extenuating circumstances, additional time may be requested and may be granted at the discretion of the Superintendent.

In any one year, one (1) day of absence for a funeral may be granted. For purposes of this provision, a funeral shall be interpreted to mean attendance at the funeral of a relative or friend where the bond is so strong that attendance constitutes a moral obligation.

ARTICLE X
EXTENDED LEAVES OF ABSENCE

A. A leave of absence, without pay, of up to two (2) years will be granted to one (1) teacher with professional status per school year for the purpose of joining the Peace Corps, or serving as a teacher in an exchange program approved by the Superintendent, and provided, further, said teacher is a full-time participant in either of the afore described programs. Upon return from such leave, a teacher will be considered as if they were actually employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent on said leave.

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

No leave taken under this Section shall commence during the course of the school year and no teacher shall return from said leave during the course of the school year.

A teacher taking a leave under this Section shall give notice to the Superintendent of Schools of their intention to take such leave prior to April 1 of the school year, prior to the commencement of said leave; and, a teacher on leave pursuant to this Section shall notify the Superintendent of their intention to return no later than April 1 of the school year next preceding their return.

These provisions may be waived by the Superintendent of Schools.

B. Military leave, without pay, will be granted to any teacher upon said teacher's initial induction or enlistment to satisfy their military obligation in any branch of the armed forces of the United States.

Upon return from such leave, said teacher will be placed at the level which they would have achieved had they remained actively employed in the System during the period of their absence, up to a maximum of three (3) years.

The School Committee will comply with applicable state laws.

C. Parental Leave

1. Parenting Leave

Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D (the Massachusetts Parental Leave Act), may be granted to a unit member for a period of eight (8) weeks if they have been employed for three (3) consecutive months and gives two (2) weeks' notice prior to their departure date. Those members who are also eligible for leave under the Family Medical Leave Act ("FMLA") may be granted up to a combined total of twelve (12) weeks leave.

A member taking leave under this provision who has accrued sick leave benefits under Article XII of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of their disability as certified by the member's health care provider. A member taking leave under this provision who is not certified as being disabled by their health care provider may use up to ten (10) days of accrued sick time.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

2. Child Rearing Leave

A teacher on Parenting Leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing Leave. A teacher desiring to request Child Rearing Leave shall notify the Superintendent or their designee as soon as possible but no less than two (2) weeks prior to the conclusion of Parenting Leave granted under Section C.1. Such Child Rearing leave shall be without pay. Such leave shall not extend beyond the first day of school for teachers next following the child's first birthday; provided, however, that notice is given to the Superintendent by the preceding April 1 of their intention to return.

A teacher who adopts a child may have the benefit of the previous paragraph provided, however, the leave shall not extend beyond the first day of school for teachers next following the first anniversary of the said adoption.

D. A leave of absence without pay or increment of up to one (1) year will be granted to a teacher with professional status whose presence is required to care for a sick member of the teacher's immediate family (child, spouse or parent). Additional leave may be granted at the discretion of the Superintendent.

E. The Superintendent will grant a leave of absence without pay or increment to any teacher with professional status to serve in an elective public office for no more than six (6) years.

F. After five (5) years continuous employment in the Marlborough School System, a teacher may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave shall be supported by appropriate medical evidence. Prior to returning to work, an individual shall provide verification of fitness to return to work from Medworks or a physician of the individual's choosing. Where there is a reasonable suspicion that an employee is unfit to return to work and by reason of being unfit may subject the District to financial liability or have a negative impact on the educational process, the Superintendent may require that the employee be cleared to return to work by an independent physician. All costs attributable to such an examination shall be paid by the District. The independent physician shall be selected by the employee's doctor or designee and the District's doctor or designee.

G. Other leaves of absence without pay or increment may be granted by the Superintendent.

H. All benefits to which a teacher was entitled at the time their leave of absence commenced including unused accumulated sick leave, will be returned to them upon their return, and they will be assigned the same position which they held at the time said leave commenced, if still in existence, or, if not, to a substantially equivalent position, if available.

I. All requests for extensions or renewals of leaves will be applied for in writing. Responses will be given in writing.

J. In the event a teacher takes a leave pursuant to this Article for a full school year or less, said teacher shall give notice on or before April 1 of the school year of the leave of their intention to return the September next following. If said leave is for a period greater than one (1) school year, said teacher shall give such notices on or before April 1 of the final (last) school year of the leave.

Notwithstanding the foregoing, early return from a leave pursuant to this Article may be granted by the Superintendent at their discretion, which shall not be withheld unreasonably.

K. Consecutive leaves taken under Article X, Sections C.2, D, F and G shall not exceed two (2) full years, defined as 368 consecutive work days.

ARTICLE XI SABBATICAL LEAVES

Sabbatical leaves may be granted for study to a member of the teaching staff by the Superintendent subject to the following conditions:

1. No more than two (2) members of the teaching staff shall be absent in sabbatical leave at any one time.
2. Requests for sabbatical leave shall be presented informally to the Superintendent of Schools by January 1, preceding the school year in which the sabbatical leave shall be taken. Official requests for such leave shall be submitted in writing by April 1 of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) consecutive full school years of service in the Marlborough School System.
4. Teachers on sabbatical leave will be paid at fifty percent (50%) of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.
5. The Teacher will agree to return to employment in the Marlborough School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.

ARTICLE XII SICK LEAVE

A. All members of the bargaining unit covered by this Agreement shall be entitled to fourteen (14) days sick leave cumulative to two hundred (200) days earned on the basis of one and four tenths (1.4) days per month.

Teachers will not lose pay, personal day or sick leave for any day that is not one of the one hundred and eighty-four (184) contract days.

(For example - should school be closed on a snow day, teachers' accumulated leave shall not be reduced.)

B. For first-year Teachers in the Marlborough School System, sick leave shall be on an earned basis at the rate of one and four tenths (1.4) days per month during the school year. Said Teachers shall be docked pay at the rate of 1/184 their annual pay for each day taken for sick leave in excess of sick leave days earned at the time illness commenced. If the employee so docked subsequently completes the school year without exceeding their allotment of fourteen (14) sick leave days, they shall be restored all of moneys previously docked and such final adjustment shall be made in the final pay check rendered the employee, or, at their option, the employee may have their docked sick leave days credited to their cumulative sick leave days for the next school year.

C. Accumulated unused sick leave credited to each employee's account is available for use in accordance with the provisions of this Collective Bargaining Agreement.

D. Accumulated unused sick leave earned by employees prior to the signing of this Agreement shall be retained by said employees during the term of this Agreement.

E. In all other respects relative to sick leave, the practices, Rules and Regulations of the Committee shall continue in full force and effect.

F. Applications for the aforementioned leave days shall be made as far in advance as possible to the Superintendent unless an emergency condition exists.

G. Teachers who have the maximum number of days accumulated as of September of each school year, shall have fourteen (14) sick days in escrow for their use during that year. These days in escrow shall not be accumulated.

H. In the event of extended illness of a Teacher under this Agreement, an additional source of aid shall be provided by means of a sick leave bank to provide for additional days beyond accumulated sick leave benefits.

The sick leave bank will acquire its assets from those employees covered by this Agreement by the mandatory donation of no more than (1) sick leave day from the entitlement of already accumulated sick leave by any Teacher.

The policy of the sick leave bank and the awarding of extended sick leave days from the bank will be governed by a four (4) member Board of Directors consisting of two (2) members appointed by the School Committee and two (2) members appointed by the Association. The operation of the bank will be administered by the Superintendent of Schools or designee.

Said bank will begin operations January 1, 1976. No employee covered by this Agreement may be granted any sick leave accumulation on deposit in the sick leave bank as long as such employee has accumulated sick leave accruing to their personal credit.

All sick leave donations to the sick leave bank shall accrue to the credit of the bank.

SICK LEAVE BANK POLICY

1. A Sick Leave Bank will be maintained for utilization for qualified members whose sick leave accumulation is exhausted through illness or accident and who require additional leave to make full recovery from an illness or accident.

2. The Sick Leave Bank shall be governed by a Sick Leave Bank Committee consisting of three (3) members designated by the Association, two (2) members designated by the Committee, and the Superintendent of Schools. The decision of the Sick Leave Bank Committee will be final and binding. In the event of a tie vote, the decision will be in favor of the applicant. Decisions of the Sick Leave Bank Committee shall be made within fifteen (15) school days next following receipt of the application. Meetings of the Sick Leave Bank Committee will be held after school at a mutually agreeable time.

3. To qualify for membership in the Bank, a teacher who held a bargaining unit position prior to September, 2000 and who accrued or accrues twenty (20) days of accumulated but unused sick days shall qualify for membership in the sick leave bank by contributing one (1) sick day. Individuals hired effective September, 2000 and thereafter will become members of the sick leave bank when they have thirty (30) days of accumulated but unused sick time by contributing one (1) day. August 1st of each year is the deadline for the accumulation of the threshold figure. Once a member of the bank, dropping below the qualifying threshold figure for accumulated sick leave shall not disqualify an individual.

4. After the Bank has accumulated more than one thousand (1,000) days, only new members will be required to donate to the Bank in order to become a qualified member. However, when the number of acquired days in the Bank drops below one thousand (1,000), all of the members of the Bank will donate a day a year to replenish the Bank. Any member of this Association may voluntarily authorize a specific number of days, in addition to the one (1) day that all members will be assessed because the number dropped below one thousand (1,000) to be deducted from their own total accumulation of sick days added to the Bank. This authorization must be made in writing to the Superintendent of

Schools, stating the number of additional days they wish to donate to the Bank and must be made after August 1 and prior to September 30 of the school year in which the additional deduction is to be made.

5. Application for benefits shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for the days and the anticipated extent of extended recovery time for illness. The Sick Leave Bank Committee reserves the right to request the applicant provide additional information to clarify their request. The doctor's certificate of illness must be renewed each calendar month. With a unanimous vote of the Sick Leave Bank Committee, this monthly renewal can be waived and alternate dates for submission of the doctor's certificate of illness can be required of the applicant.

6. Applications for benefits may be made prior to the employee's exhaustion of their own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

7. An extended leave grant is limited to one hundred-eighty (180) days. The maximum limitation includes repeat occurrences of the same illness.

8. Subject to the following requirement, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and amount of leave to be granted.

A. In administering the Bank and determining the amount of leave, the following criteria shall be applied by the Committee:

- a) medical evidence of serious extended illness;
- b) prior utilization of eligible sick leave; and
- c) other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

B. No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay home to care for other members of the family nor may these days be used for a complication-free pregnancy.

9. Recipients of Sick Leave Bank benefits shall be entitled to the accumulation of individual sick leave in accordance with the provisions of this Agreement and on the same basis of other employees.

10. The unused days in the Sick Leave Bank shall be carried over from the current Agreement to a successor Agreement.

11. By September 1 of each year, the Association shall receive a report stating the number of days that were in the Sick Leave Bank as of August 1 immediately preceding.

ARTICLE XIII SICK LEAVE BUY-BACK

1. Sick Leave Buy Back Upon Retirement/Resignation

Employees who have completed eighteen (18) consecutive years of service (inclusive of approved leaves) in this bargaining unit who give written notice to the Superintendent by December 1 of the school year in which said retirement or resignation is to be effective shall receive in their last check an amount of money determined in accordance with the following formula: the lump sum shall represent fifty percent (50%) of said employee's unused accumulated sick leave at the rate of Eighty-Five Dollars (\$85.00) per day.

For the purposes of this Article a teacher may accumulate sick leave days to the maximum of two hundred (200) days. In the event a teacher who has otherwise qualified for this benefit dies before termination of employment, the sick leave buy back benefits due to the teacher under the provisions of this Article shall be paid to the teacher's designated beneficiary, as set forth on the Sick Leave Buy Back Beneficiary Form (hereinafter "the Form") completed by the teacher and on file with the Human Resources Office. In the event that an eligible teacher does not have a completed Form on file with the Human Resources Office, then the sick leave buy back benefits will be paid to the teacher's estate, through the personal representative designated by the Probate Court.

A copy of the agreed upon Sick Leave Buy Back Beneficiary Form is attached to this Agreement as Appendix G.

Teachers with professional status who have been terminated, following their period of recall, due to a reduction in force will be entitled to the above provision as a matter of severance, regardless of their years of service.

Teachers who begin their employment in the Marlborough Public Schools after August 31, 2013 will not be eligible for sick leave buy-back set forth in this Article.

2. Annual Sick Leave Buy Back

Effective September 1, 2020 any teacher with one hundred and thirty five (135) accumulated sick leave days may return a maximum of five (5) of those days to the school system at the end of the school year in return for compensation of One Hundred Twenty Five Dollars (\$125.00) for each day so returned:

Notification of intent to exercise this option must be given to the Superintendent in writing not later than December 31 annually. To be eligible for this benefit an employee must complete the school year. Payment will be made on or about July 1.

No payments will be made under the provisions of this Article XIII, Section 2 for the period of September 1, 2023 through August 31, 2024.

**ARTICLE XIV
PERSONAL INJURY BENEFITS**

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

For injuries resulting from assault in the course of employment, a teacher will be paid their full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury and no part of such absence will be charged to their accumulated sick leave.

**ARTICLE XV
INSURANCE AND ANNUITY PLAN**

A. Eligible employees shall be given the opportunity to participate in the group medical, dental, and life insurance programs offered by the City. Nothing contained herein shall limit the City's right to implement a change in group insurance benefits under the provisions of M.G.L. c. 32B, sections 21-23.

B. Eligible employees shall be given the opportunity to subscribe to a Two Thousand Dollar (\$2,000.00) life insurance policy with the City paying one hundred per cent (100%) of the premium cost.

C. Teachers will be eligible to participate in a "tax sheltered" annuity plan established pursuant to M.G.L. c. 71, s. 37B.

D. Eligible employees shall be given the opportunity to participate in the Flexible Spending Plan for eligible health and dependent care expenses offered by the City.

ARTICLE XVI NO DISCRIMINATION CLAUSE

There shall be no discrimination against any employee covered by this Agreement by either the Association or the Committee because of age, race, color, religious creed, national origin, sex, gender identity, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, or ancestry.

Article XVII CLASS SIZE

The Committee and the Association agree that they will work toward such class size limitations as are desirable as dictated by sound educational practices; and, the parties agree that to the extent that such reductions are possible, they will be made. The Superintendent will provide the Association President with a report of class sizes within two (2) weeks of the upload of the October and March EPIMS reports.

The administration will attempt to place inclusion students in classrooms based on the size of the class and the individual needs of the students in an equitable manner.

ARTICLE XVIII TEACHER EMPLOYMENT

A. Full credit, not to exceed ten (10) years, may be given for previous outside teaching experience upon initial employment. Initial placement on the salary schedule will be made by the Superintendent of Schools or designee.

B. Teachers with previous teaching experience in the Marlborough School System will, upon returning to the System, receive full credit on the salary schedule for all outside teaching experience, as determined by the Superintendent of Schools, but in no event more than set forth in Section A above. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the System, be placed on the next step in the salary schedule immediately above that at which they left the System. Provided, however, that such absence from the System has not exceeded five (5) consecutive years.

ARTICLE XIX TEACHER FACILITIES

A. Wherever feasible, each school will have the following facilities.

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A serviceable desk and chair for the teacher in each classroom.
4. Well lit and clean teacher rest rooms.
5. A separate, private dining area for the exclusive use of the teacher.
6. An adequate portion of the parking lot at each school will be reserved for teacher parking.
7. A filing cabinet whenever possible.
8. A private, non-bathroom space which may be used by an employee to express breast milk.

ARTICLE XX TEACHER ASSIGNMENT

A. Teachers will be notified in writing of a change in their programs for the coming school year, including the school to which they may be reassigned, any change in grade and/or subjects which they will teach, as soon as practicable and under normal circumstances no later than July 1 of each year.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching licensure/certification and/or their major or minor fields of study.

C. To the extent possible, changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be voluntary.

D. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

Teachers who are assigned to more than one (1) school in any one (1) school day will receive mileage reimbursement at a rate equal to that for all City employees.

E. In the event of a grade reorganization or Reduction In Force which requires involuntary transfers, the Superintendent shall publish a list of open positions and required certification. Requests for transfer will be invited. Volunteers will be given serious consideration. Should there be no volunteers, the Superintendent shall make such reassignments as necessary, in the best interests of the system.

ARTICLE XXI TEACHING HOURS AND TEACHING LOAD

A. 1. The starting and dismissal times for students will be as follows:

Goodnow Elementary	9:00-3:15
Jaworek Elementary	9:00-3:15
Kane Elementary	9:00-3:15
Richer Elementary	9:00-3:15
Whitcomb Middle	8:00-2:30
Marlborough High School	8:00-2:35
Early Childhood Center	
*Pre K AM	9:00 – 11:30
*Pre K PM	12:30 – 3:00

The length of the teachers' workday shall not exceed the length of that workday in effect during the 1994-1995 school year.

*In order to facilitate providing the services that meet the particular needs of the population enrolled at the Marlborough Early Childhood Center, the parties agree to the implementation of the below schedule:

ECC Teachers in the Integrated Program: M-Th 8:00 am – 3:30 pm and
F 8:00 am – 11:00 am

ECC Teachers in Other Programs: M-Th 8:00 a.m.-3:30 p.m. and
F 8:30 a.m. -11:30 a.m.

Effective the 2022-2023 school year, the Parties will implement a new
Monday – Friday (5 days a week), 8:30 am – 3:05 pm schedule.

The Parties will form a joint study committee comprised of an equal
number of management and Association representatives
designated by the Superintendent and MEA President, respectively,
to study the ECC schedule and to bring back a recommendation to
the negotiation teams for a new schedule for the 2022-2023 school
year based upon the parameters set forth at Section B, below. The
joint committee will report back their recommendation to the
negotiation teams no later than January 30, 2022.

2. The workday of Elementary classroom teachers will be 6 hours and 34
minutes, Monday through Thursday and 6 hours and 30 minutes on Friday,
with the exact schedule (including the amount of time before and after the
student day) to be determined by the Superintendent.

At the Middle School, the work day of classroom teachers will begin ten (10)
minutes before the starting time for students and end ten (10) minutes after
the dismissal of students.

At the High School the workday of classroom teachers shall begin five (5)
minutes prior to the beginning of the student day and end Monday through
Thursday fifteen (15) minutes after dismissal of students and five (5) minutes
after dismissal on Fridays. The Alternative High School will follow the same
teacher work day schedule as the High School.

3. General faculty meetings, which may include, but not be limited to,
general building meetings, department meetings, grade-level meetings,
and team meetings, may be called by the administration pursuant to the
following. There shall be one (1) fifty (50) minute meeting per month,
except at the elementary schools where the monthly meeting will be thirty-
five (35) minutes. All meetings shall start ten (10) minutes after student
dismissal and shall be scheduled as much in advance as possible.

4. The starting and dismissal time of the students are subject to modification by the Committee; provided, however, that no such modification will increase the length of the Teacher's workday.

5. School Calendar. The Superintendent of schools will discuss the next year's proposed school calendar with the negotiating committee prior to March 1 of each school year.

The work year (during the term of this Agreement) for members of the bargaining unit covered by this Agreement, shall begin the Monday before Labor Day. The Friday before Labor Day will not be scheduled as a workday.

- B.
1. Teachers will have a duty-free lunch period of at least thirty (30) minutes.
 2. Classroom Teachers will, in addition to their lunch period, have a preparation period daily during which they will not be assigned to any other duties. In the event that a lack of coverage results in someone not being assigned their daily preparation period, the building principal will schedule appropriate make-up time within five (5) school days, giving the affected teacher at least twenty-four (24) hours advance notice.
 3. If a Teacher or Specialist is absent, then the Principal will make an effort to secure a substitute. In the event that a substitute is not available, the Principal may assign Teachers on an equitable basis to cover such absences.
 4. All non-teaching duties shall be assigned fairly.
- C. Wherever possible, High School teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations within said subjects at any one time.
- D. Secondary teachers with professional status will teach no more than five (5) periods per day except under the following conditions:
1. Assignment of a sixth (6th) teaching period shall not be made for an individual teacher in consecutive years. Provided, however, this provision does not preclude the assignment of such period to members of the bargaining unit who volunteer to assume a sixth (6th) teaching period subject to the provisions of Section 2 below.

2. In no case shall the assignment of a sixth (6th) teaching period be made in a department from which any teacher is laid-off or would be laid-off due to such sixth (6th) teaching period assignment for a teacher in said department.

Secondary teachers without professional status will teach no more than five (5) periods per day.

E. Exceptions to the provisions of Section B and C above may be made only if the Superintendent of Schools (or designee) determine that it is necessary to do so in the best interest of the educational process. The Association will be notified of each instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure, but shall not be subject to arbitration. This exception shall not apply to first (1st) and second (2nd) year teachers.

F. Teacher participation in extracurricular activities will be strictly voluntary and teachers will be compensated for all such participation in accordance with the provisions of the Schedules set forth at Appendices C, C-2, D and E of this Agreement.

G. The work year for members of the bargaining unit covered by this Agreement, except as set forth elsewhere in this Agreement shall be as follows:

Pre-kindergarten through Grade 12 one (1) day of orientation plus one hundred eighty (180) days when pupils are in attendance, plus three (3) days for professional development. Two (2) of the professional development days may be scheduled consecutively provided they are held prior to the end of the student year.

All professional development days will be dispersed throughout the school year. Additionally, effective September 1, 2013, eight (8) hours of increased collaboration, professional development and/or parent conference time will be scheduled in two (2) hour increments over the course of the year, but not during months in which full day professional development days are planned, except in the case of parent conferences. The additional hours will also not be scheduled at the end of a monthly fifty (50) minute staff meeting. The scheduling of the eight (8) hours will be mutually determined.

All members of the bargaining unit covered by this Agreement shall be required to attend three (3) evening meetings during the school year and said meetings shall not exceed two (2) hours duration.

H. When an elementary class is under the supervision of an educational specialist the present practices as regards to the classroom teacher will continue.

I. The Marlborough Educators Association and the Marlborough School District, in order to provide a wide variety of educational experiences, do hereby agree to implement the following flexible scheduling proposal effective at the beginning of the 2012-2013 academic year.

1. There shall be established a joint oversight committee consisting of two (2) representatives appointed by the MEA President and two (2) representatives appointed by the Superintendent of Schools.

2. Every effort will be made to have an administrator or designated professional (other than the flextime teacher(s)) and a custodian on duty at each building during all of the hours that instruction is scheduled to take place including any extension of regular school hours (whether before the beginning or after the end of the regular school day) that occur due to flexible scheduling.

3. Volunteer participants for the flexible schedule will be sought by the appropriate administrator first. In the event that the number of volunteers is insufficient, then teachers may be assigned to an alternative schedule within the scope of their teaching licensure/certification and/or their major or minor fields of study in inverse order of seniority.

4. In no case shall the workday for any teacher working in such a schedule exceed the normal workday for said teacher without the teacher's consent.

Teachers shall in no case be scheduled for a split working day, all such time being scheduled consecutively. In addition to the hours listed above, a teacher working a flexible schedule may be required to work an additional thirty-five (35) minutes following the end of their instructional day if the flexible schedule begins prior to the start of the regular student day or thirty-five (35) minutes before the beginning of their instructional day if the flexible schedule ends after the regular student dismissal time.

5. Teachers working a non-traditional, flexible schedule shall not be responsible for attending general faculty meetings held pursuant to Article XXI Section A.3 if the staff meeting will extend their work hours beyond that of teachers working the traditional schedule. Teachers will, however, be responsible for any materials disseminated at faculty meetings. If the flextime schedule permits, the teacher may be required to attend faculty meetings. Teachers working a flexible schedule shall work the same total

number of contractual days as those teachers working on a traditional schedule.

6. Teachers working a flexible schedule shall be entitled to all the benefits of the contract including, but not necessarily limited to, sick leave, personal days leave, and preparation time.

7. Administrators requesting flexible schedules for appropriate teachers shall first submit the proposed flexible schedule(s) to the joint oversight committee through the Superintendent and include the explanation of the need for such a schedule, the hours to be worked, the school(s) at which the schedule will be implemented, and the educational goals expected to be reached through the flexible schedule.

8. A teacher requesting a flexible schedule shall first submit the proposed individual flexible schedule to the building administrator who will then submit the proposal to the joint oversight committee through the Superintendent. The proposal should also include the explanation of the need for such a schedule, the hours to be worked, the school(s) at which the schedule will be implemented, and the educational goals expected to be reached through the flexible schedule.

9. All requests must be resubmitted to the Superintendent each year for continued approval of the flex time schedule.

10. The joint oversight committee will be responsible for monitoring teacher flexible schedules and for resolving any disputes which may arise between a teacher who is working a nontraditional schedule and the building principal(s) to whom the teacher is responsible. The joint oversight committee will decide whether or not to approve proposed flexible schedules and/or may seek more information or make suggestions about implementation of a proposed flexible schedule.

11. By September 15 of each academic year, the building principal shall be responsible for submitting the names and schedules of the teachers in their building who are working a nontraditional schedule to the Superintendent of Schools who will disseminate this information to the members of the joint oversight committee.

12. The building administrator will post the schedules of all teachers who are working on an approved flexible schedule by October 1st of each academic year.

J. The following positions will be assigned a teaching load of forty percent (40%): Elementary English Learner Coordinator, Middle School English Learner Coordinator, and High School English Learner Coordinator.

ARTICLE XXII EVALUATION, PERSONNEL FILES, DISCIPLINE

A. Teacher Evaluation

1. The purposes of evaluation are to provide information for improving performance and to provide a record of facts and assessments for personnel decisions including decisions by the Superintendent on professional status. Evaluation is an ongoing process of defining goals and of identifying, gathering and using information as part of a process to improve professional performance and to judge total job effectiveness. The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in state and federal laws. Members of the unit identified in Article I, Recognition Clause shall not be utilized as evaluators of any other member of the unit.

2. The Performance Standards and Evaluation Procedures for members of the bargaining unit is hereby incorporated by reference in this Agreement as Appendix H.

B. Personnel Files

1. Teachers have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany them during such review.

2. No material derogatory to a teacher's conduct, service, character or personality will be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent and attached to the file copy.

C. Complaints

Any complaints about a teacher, of which the Administration takes official cognizance, should be brought to the attention of the teacher.

D. Discipline

1. If a teacher is to be formally disciplined or reprimanded by a member of the Administration they will be entitled to have a representative of the Association present. In all cases the disciplining or reprimanding will be done in private.

2. No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation without just cause.

F. Professional Advantage

No teacher with professional status will be deprived of any professional advantage without just cause.

**ARTICLE XXIII
VACANCIES AND PROMOTIONS**

A. 1. Whenever any vacancy in a bargaining unit position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice as far in advance of the filling of the vacancy as possible.

2. During the months of July and August, written notice of any such vacancy will be given to the Association.

3. The coaching positions listed in Appendix C, the leadership stipend positions listed in Appendix D, and the advisor positions listed in Appendix E shall be annual appointments and must be posted and filled as set forth below.

4. All notices of non-bargaining unit professional position vacancies shall be forwarded to the President of the Marlborough Educators Association.

5. The postings for positions in Appendices A and D shall contain the following:

- the qualifications for the positions;
- the duties of the position; and
- the rate of compensation, if determined.

6. The postings for positions in Appendices C and E shall contain the following:

- the duties of the position; and
- the rate of compensation, if determined.

7. Whenever a new bargaining unit position is created by the School Committee, the School Committee agrees to meet its obligations under M.G.L. Chapter 150E relative to bargaining the compensation and other terms and conditions of employment for such new positions prior to filling them.

B. 1. All qualified teachers will be given adequate opportunity to make application for bargaining unit positions, and the Superintendent agrees to give consideration to the following:

- professional background and attainments of all applicants;
- the length of time each has been in the School System; and
- such other relevant factors as determined by the Superintendent.

2. All internal, certified applicants will be interviewed by the Principal. When external candidates are under consideration, preference should be given to qualified teachers already employed by the School District. For purposes of this provision, the term "preference" shall mean that when all factors set forth at Section B.1 above are considered equal, the internal applicant will be selected.

3. Each teacher applicant not selected will be notified by the Principal or hiring administrator. Within ten (10) calendar days of such notice of non-selection, the teacher may request feedback in writing or via an in person meeting as to the reasons for non-selection, which shall occur within twenty (20) calendar days of the teacher's request and any written feedback shall be included in the teacher's personnel file. The explanation for the teacher applicant not being selected shall be consistent with Massachusetts General Laws and shall not be arbitrary or capricious.

ARTICLE XXIV
POSITIONS IN SUMMER AND EVENING SCHOOL PROGRAMS

A. All openings for summer school and evening school positions will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school and evening school openings will be publicized no later than the preceding March 1 and June 1, respectively, and teachers will be notified of the action taken not later than May 1 and September 1, respectively.

B. Positions in the Marlborough summer school and evening school will, to the extent possible, be filled first by regularly appointed teachers in the Marlborough School System.

C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Marlborough School System, and in regard to summer school or evening school positions, previous Marlborough summer school or evening school teaching experience.

ARTICLE XXV
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

A. 1. All teachers new to the teaching profession must participate in a year-long mentor program provided by the District during their first year of employment.

2. Each new teacher (which for this section shall mean new to the teaching profession) shall participate in not more than three (3) District-specified courses designed to help new teachers become competent novice practitioners (e.g. Beginning Teacher Institute, The Skillful Teacher and Designing Standards-Based Curriculum Units) during their first three (3) years of employment. Exceptions to the above may be granted at the discretion of the Superintendent where the new teacher can demonstrate satisfactory completion of comparable coursework in the pursuit of an advanced degree.

B. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with prior approval of their immediate superior and the Superintendent of Schools.

C. In the event that the Association presents to the Administration a plan for presenting a course, together with the name and other pertinent information the cost of such course will be paid for by the School Committee, subject to the approval of the Superintendent. Any academic credits earned by the Teacher shall be applied in accordance with the provisions of Article XXVI of the contract.

D. Those parts of the Teachers' normal work day which do not interfere with the normal teaching process or preparation time as provided for in the contract may be utilized for required curriculum study programs.

Preparation periods lost because of release time will not be replaced. Any participation in curriculum study programs beyond normal workdays shall be on a voluntary basis.

E. The School District will reimburse teachers up to Six Hundred Fifty Dollars (\$650.00) per course with a cap on aggregate District wide reimbursement of Seventy Thousand Dollars (\$70,000.00). However, such course must be directly related to the teacher's work and approved by the Superintendent prior to the course being taken and with the provision that the teacher shall attain a final grade of B or better in the course to be entitled to reimbursement.

Consistent with section F below, the money budgeted for course reimbursements shall be divided equally into the two halves of the fiscal year. The District will provide to the President of the Association an accounting of the funds available on December 31 and June 30 of each academic year. Said accounting will be provided within ten (10) work days of said dates. All money remaining after the first half of the year shall be added to the second half of the year. At the end of the fiscal year, and in the event that there is money remaining from the total amount budgeted for tuition reimbursement, those teachers not fully reimbursed during the first half of the fiscal year will be further reimbursed.

F. Money budgeted for reimbursement for professional development and educational improvement will be divided in the following manner:

1. Fifty percent (50%) of the funds will be spent during the period of July 1- December 31.

2. Fifty percent (50%) of the funds will be spent during the period of January 1- June 30.

3. Funds not expended during July 1-December 31 will automatically be applied to the period covering January 1-June 30.

G. A Professional Development Committee will be formed by the Marlborough Educators Association. The Committee will consist of one (1) representative from each school building. Representatives will be identified to the Superintendent annually. The MEA Professional Development Committee will work collaboratively with District administrators regarding professional development workshops to be given during professional development days. Additionally, the Professional Development Committee will collaborate with District administration, the Building Advisory Committees and Lead Teachers to promote consistent practices across all levels.

H. Job Sharing

1. Effective September 2000, job sharing, in accordance with the following, shall be available to all members of the bargaining unit represented by the Association.

2. Job Sharing:

Definition: For the purposes of this Article, "job sharing" shall be defined as the allocation of all of the duties of one (1) full-time teaching position between two (2) teachers with professional teacher status and within the School System such that the cost of the job sharing does not exceed the cost of one (1) teacher. The division of these duties shall be according to the terms set forth below:

Application: Teachers interested in job-sharing shall jointly submit a job sharing proposal to the appropriate building principal no later than February 1st of the school year preceding the school year during which the job is to be shared provided that each teacher will have obtained professional teacher status by the first day of the school year in which the job share would occur. The proposal shall set forth the following details:

- a. The position to be shared;
- b. The manner in which the job is to be shared; e.g., the percentage of the job each is to work; and,
- c. Any other relevant information to the implementation of the

proposal.

Granting: The proposal shall be reviewed by the building principal and the Superintendent of Schools who shall notify the teachers of their decision, with the reasons for granting or denying, no later than May 15th. The decision whether or not to allow the job sharing proposal shall not be grievable or arbitrable.

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

- a. Both teachers shall work the first, second and last day of the student school year;
- b. Both teachers shall attend the open houses;
- c. Both teachers shall attend all parent/teacher conferences and all staff meetings;
- d. In the event that one of the teachers is absent, the partner teacher shall make every reasonable effort to cover the class. On such days, the partner teacher shall either be paid their per diem rate of pay or shall be granted an equal amount of compensatory time. (For these purposes, the per diem rate of pay shall be defined as 1/184th of the partner teacher's annual salary). Subject to the review of the Superintendent, the building principal shall designate which option shall be implemented.
- e. The partner teachers shall be considered to be part-time employees and as such shall be entitled to all of the rights and privileges of other Unit A members subject to the following: where applicable, benefits shall be pro-rated (e.g., each teacher shall receive one-half (1/2) of their salary and shall receive either fourteen (14) half sick days or seven (7) full sick days).

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

ARTICLE XXVI LANE CHANGE

1. Effective February 2016, any teacher who anticipates a salary column change in September of a school year must notify the Superintendent of Schools, in writing, of the anticipated change by February 1 of the school year immediately preceding the school year in which the salary column change will take effect. Such written notification must use the prescribed MEA Lane Change Request form attached hereto as Appendix J completed and filed with the Human Resources office by February 1. Evidence of credits received must be submitted to the Human Resources Office by November 1st of the school year in which the salary column change will take effect. The salary change will be retroactive to the first day of work for the school year and payment will be made by the first payroll in December.

2. Teachers who participate in school and District-based mini-courses/study groups that focus on District and/or school goals that improve student performance are eligible to receive one (1) PDP per clock hour. In addition, participants will receive one (1) credit for lane change/increment. Teachers may receive PDPs/one (1) lane change credit after the successful completion of a professional development program (minimum fifteen (15) hours on a topic) with an observable demonstration of learning that includes: pre/post test, written product or other documental product. The increase of ten (10) to fifteen (15) hours on a topic will become effective at the beginning of the 2013-2014 school year. Effective September 1, 2016 no more than fifteen (15) PDP/In-Service credits can be used for a lane change after the Masters Column. Movement beyond the Masters Column require graduate credits. For existing employees as of June 30, 2015, lane credits earned as of June 30, 2016 are grandfathered.

Assignments directly related to the topic or documental product are required by instructors. Since credit PDPs are awarded for completion of the mini-course/study group, attendance and participation are expected. The expectation is that participation allows staff the opportunity to apply ideas, concepts and materials developed during a mini-course in their classroom and enhance instructional practices. There are, however, circumstances that may prevent attendance at class. Instructors will determine an appropriate make-up assignment that must be completed within four (4) weeks of the last class and sent to the Assistant Superintendent of Instruction. Failure to do so will result in neither credit nor PDPs being issued.

3. Participation in local curriculum committees, or in special work required by the Principal, Superintendent or School Committee as being necessary to the improvement of the Marlborough Public Schools shall not be regarded as an

alternative to the semester hour requirement except that if the work is unusually extensive, valuable and arduous, special consideration may be given to it in this respect.

4. Credit Acceptance

In determining the schedule to apply to a particular teacher upon initial employment or upon transfer to a lane requiring greater academic qualifications, the Committee shall:

- A. accept a Bachelor's, Master's, CAGS or Doctorate Degree earned from an accredited institution;
- B. all graduate credits and degrees must be earned through an accredited institution. In addition, credits deemed acceptable by the Superintendent will be allowed for lane movement;
- C. credits to be applied for lane movement beyond the Master's column need not be within a degree program.
- D. Graduate level credits can only be applied once to a lane change.
- E. Effective September 1, 1990 teachers hired on or after said date, shall move to the appropriate "+30", "+45" and "+60" lanes only if the credits were earned subsequent to the award of the appropriate degrees.

ARTICLE XXVII GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of their membership in the Association or participation in its activities.
- B. The President of the Association will be provided with a copy of the agenda for the open meetings of the Committee and will have access to the minutes of the open meetings of the Committee whenever practical.
- C. Whenever information is required for the District to comply with federal or state laws, teachers shall provide the information per request.
- D. The Association President shall be granted leave with pay for Association business as follows:

1. One (1) day per quarter, but may request additional days from the Superintendent, up to a total of six (6) days per school year;
2. The President shall provide a minimum of two (2) weeks advance notification of the need for such leave, if possible; and,
3. The Association President shall not be assigned duties, except for Homeroom.

The Association President shall not be required to use the leave outlined above for grievance meetings, arbitrations, administrative or judicial hearings where the District is a Party, or employee or other meetings where the Superintendent specifically requests the presence of the Association President.

ARTICLE XXVIII REDUCTION IN FORCE

A. Should the Superintendent decide to reduce the number of professional employees, insofar as possible, they will attempt to reduce the number of professional staff in the first instance through the attrition of members who retire or resign, provided that there are qualified professional employees available who are capable of filling such positions.

B. Employees who have not been hired for regular, full or part-time positions in the School District, 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 is a qualified professional employee available who is certified for the position in question.

C. In the event that there is a need for further reduction in staff members (i.e., a reduction cannot be accomplished through attrition or the laying off of teachers who have not been hired for regular, full-time positions or who are on temporary status), no teacher with professional teacher status shall be laid off pursuant to a reduction in force if there is a teacher without such status for whose position the covered employee is currently certified and qualified.

D. If the Superintendent determines that there is a further need for reductions in staff after following the procedures set forth in Sections A-C above, professional employees with professional teacher status shall be laid off using the following procedure:

1. Definitions:

Seniority: Means a teacher's length of consecutive service in years, months and days in the bargaining unit. Unpaid approved leaves of absence shall not be considered as breaks in said consecutive service, except that only paid leaves of absence shall be counted as year, months, and days for the purposes of the definition.

Where the total number of years, months, and days are equal, seniority shall be determined by lot. Length of Service for present teachers as of the effective date of this Agreement shall commence as of the date of the said teacher's execution of their initial contract of employment.

Length of Service for teachers employed subsequent to the effective date of this Agreement shall commence as of the initial date of employment as recorded in the Superintendent's Office.

Qualified: Means that the teacher has on file with the Superintendent prior to the finalization of the seniority list their evidence of certification required pursuant to Chapter 71, Section 38G of the Massachusetts General Laws.

Classifications shall be consistent with the then current certifications issued by the Department of Education. The parties shall review classifications on an annual basis.

Layoff: Means an unpaid leave of absence for a period of twenty-four (24) months commencing from and pursuant to a Reduction in Force.

Recall: Means the right to return to service during the twenty-four (24)-month layoff period.

2. Notice: When a Reduction in Force is to take place, the Superintendent shall give written notice to the Association and the affected teachers prior to June 30th of the school year next preceding in the effective date of the Reduction in Force.

3. Seniority List: Shall mean a list specifying the order of seniority of each teacher. The Seniority List shall include the areas in which a teacher is qualified; and said list shall be prepared by the Committee and Association by November 1st of each school year. Placement on the Seniority List for the areas in which a teacher becomes qualified subsequent to the effective date of the initial list shall be as of the date of filing of evidence of said qualifications with the Committee. The Association shall promulgate the Seniority List to each teacher within thirty (30)

calendar days after receipt of said list from the Committee. Any teacher who wishes to challenge their position on the Seniority List shall submit the challenge in writing setting forth the basis of his challenge to the President of the Association but, in no event, no later than January 1st. Thereafter, any challenges remaining unresolved shall be forwarded to the Committee on or before January 15th.

Notwithstanding the provisions of Article VII of this Agreement, a tripartite panel, consisting of a person appointed by the Association, a person appointed by the Superintendent, and a third person chosen by the appointed persons, shall meet to decide the validity of the unresolved challenges. This Panel shall render its decision prior to February 1st. A teacher who has filed timely, in accordance with the provision of this Article, a challenge to the Seniority List which remains unresolved shall be advised of the date, time and place of the meeting of the said Panel. The teacher shall have the opportunity to clarify his challenge before the Panel; provided, however, he they shall have submitted a request for said opportunity in writing to the President of the Association prior to the meeting of the Panel.

The decision of a majority of the Panel will be final and binding on the teacher, the Association, and the Committee.

The cost of any of the services of the neutral member of the Panel shall be borne equally by the Committee and the Association.

The list as finally determined by the Panel shall be the Seniority List for the purposes of this Article.

In the event there are no unresolved challenges as of the January 1st list, then the promulgated list shall be the final list.

After the Committee has determined the number of teachers covered by this Agreement to be placed on layoff then the Superintendent shall first determine which teacher(s), if any, have performed in a less than competent manner and shall notify such teacher(s) in writing by certified mail that they are to be placed on layoff effective the start of the school year next following receipt of said notice. For purposes of this provision, ratings of Proficient and Exemplary on the Educators' Summative Evaluation(s) shall be considered equal. Any teacher(s) so notified shall have the right to grieve such action pursuant to Article VII of this Agreement and the Committee shall have the burden of proof in such matter. After having made any such determination regarding less than competent performance, then the least senior qualified teacher(s) shall be notified, in writing, by certified mail, that they are to be placed on layoff effective September 1 next following receipt of the said notice.

4. Recall:

a. When a teacher with professional teacher status covered by this Agreement has been placed on layoff in accordance with the provisions of this Article, said teacher shall be placed on a recall list for a period of twenty-four (24) calendar months from the effective date of the layoff. If not recalled during said period, the teacher shall be terminated.

b. During said layoff period, the teacher shall be considered to be on a leave of absence without payment or increment.

c. The teacher shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of their layoff, provided, however, that the teacher pays the entire cost of said insurance in quarterly payments in advance of the premium due, and there shall be no contribution by the Committee for such teacher's insurance.

d. The teacher, during the period of recall, shall inform the Superintendent of Schools of their current mailing address and any other circumstances which could affect their recall status.

e. In the event that the Committee determines to re-establish the eliminated positions, then the teachers who have been placed on layoff status, who are qualified for the available position, and who are in recall status shall be notified by certified mail that such a position is available. The teachers so notified shall within thirty (30) calendar days from the date of the receipt of the notice respond in writing by certified mail of their intention to return or not to return to the school system. Upon the expiration of said thirty (30) days, if the Superintendent has not been notified by said teacher, or if the teacher has given notice of their intention not to return, then in such event said teacher shall terminate the leave of absence and the teacher shall be considered to have resigned from the school system.

f. The Superintendent shall assign the most senior qualified teacher among those notified above to the available position, provided said teacher has complied with the provisions of said section.

g. Those teachers who have complied with Paragraph "e" above and who have not been assigned in accordance with Paragraph "f" above shall continue in recall status.

h. In the event of a layoff pursuant to this Article, no duties performed by members of the bargaining unit may be performed by persons not in the

bargaining unit except to the degree consistent with the practices in effect of the effective date of this Agreement.

i. Teachers on the Recall List will be given first priority in filling permanent and/or regular substitute teaching vacancies.

5. Fallback:

a. Employees serving at the discretion of the Committee under the provisions of the M.G.L. c. 71, s. 41 who re-enter the bargaining unit described in Article I shall be placed on the Seniority List in accordance with their previous service within that unit.

b. Employees serving at the discretion of the Committee under the provisions of M.G.L. c. 71, s. 41 who enter the bargaining unit described in Article I for the first time shall be placed on the Seniority List before those teachers who are not serving at the discretion of the committee and after those teachers who are serving at discretion.

**ARTICLE XXIX
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**ARTICLE XXX
SALARIES**

A.1. The salaries for members of the bargaining unit are set forth in Appendices A – E to this Agreement.

A.2. A one-time lump sum payment will be made to all employees holding a position covered by the Collective Bargaining Agreement as of December 1, 2021 in an amount equal to one percent (1%) of their FY2022 base pay. Said payment will be made no later than the last payroll of December 2021.

B. Teachers employed as of the 2017-2018 school year shall have the option of being paid either in twenty-six (26) equal payments (once every two (2) weeks) over the period of one (1) year, September to August; or in twenty-two (22) equal payments (once every two (2) weeks) over the period of the school year, September to June; or in a twenty-three (23)-payment program, including twenty-two (22) equal payments (once every two (2) weeks beginning in September) with the final (twenty-third (23rd)) payment, covering the four (4) summer pay periods, payable on the last day in June. Teachers hired for the 2018-2019 school year and thereafter shall elect to be paid either in twenty-two (22) equal

payments (once every two (2) weeks) over the period of the school year, September to June; or in a twenty-three (23)-payment program, including twenty-two (22) equal payments (once every two (2) weeks beginning in September) with the final (twenty-third (23rd)) payment, covering the four summer pay periods, payable on the last day in June. For those teachers not using direct deposit, live paychecks will be mailed to the address the teacher has on file with the Human Resources office. Direct deposit paystubs will be delivered either by email or in an envelope placed in the teacher's school mailbox. W-2s will be delivered either by mail to the address on file with the Human Resource's office or in an envelope placed in the teacher's school mailbox.

C. The work year for the following job classifications will be 194 days: Guidance Counselors, School Adjustment Counselors, School Psychologist, English Learner Coordinator and Attendance Officer. The days to be worked beyond the regular teacher's work year shall be mutually set by the appropriate principal or administrator and the above classified teacher. Compensation for the work days beyond the contractual school year is set forth at Appendix D.

D. The work year for the following job classifications will be 189 days: School Nurse. The days to be worked beyond the regular teacher's work year shall be mutually set by the appropriate principal or administrator and the above classified teacher. Compensation for the work days beyond the contractual school year is set forth at Appendix D.

E. Movement to the Longevity Steps of 15 and 20 the Salary Schedule will be made only at the beginning of the 15th and 20th consecutive years of service

For the purpose of this article, "consecutive years of service" shall mean length of a teacher's uninterrupted service in years in the bargaining unit. Unpaid approved leaves of absence shall not be considered as breaks in said consecutive years of service. However, only years, months or days spent on paid leaves of absence shall be added to the computation of consecutive years of service.

F. The District will provide direct deposit of paychecks of all members of the bargaining unit to a bank designated by each member. All employees hired after January 1, 2004, shall utilize direct deposit. Any employee using direct deposit on or after January 1, 2004, shall continue to use direct deposit. Verification of payment during the summer months shall be mailed to employees.

G. Employees hired after January 4, 2002, shall not be eligible for the B+30 column.

H. Stipend Review Committee:

There shall be joint Stipend Review Committee whose purpose will be to review and update the current list of coaching, intramural, and student activity/advisor stipends appearing at Appendices C-1, C-2 and E of this Agreement. The Stipend Review Committee will also develop a process for recommending and approving new stipend positions.

The Stipend Review Committee will be comprised of two (2) educators from the High School and one (1) educator from the Middle School, the High School Principal, the Middle School Principal, the Director of Finance and Operations, and a School Committee member.

The Stipend Review Committee will continue in effect for the duration of the 2021-2024 CBA and will meet at least once prior to the conclusion of each school year to review the anticipated list of coaching, intramural and student activity/advisor stipends for the following school year. Any agreed upon recommendations will be brought forward to the negotiating teams. Any resulting agreements to modify the stipends set forth at Appendices C-1, C-2 and E of the CBA will be reduced to writing and subject to ratification by the Parties.

**ARTICLE XXXI
REGULAR PART TIME TEACHERS**

A. The salary and benefits of the regular part time teacher shall be pro-rated according to the total percentage of instructional and non-instructional time.

B. Seniority as of September 1, 1986 shall be prorated according to the same percentage. Seniority prior to September 1, 1986 shall remain in place.

C. To the extent possible, full time schedules will continue as has been the practice in the system.

D. Full time teachers on a recall list have the option of accepting the part-time position without losing eligibility for a future full-time position.

E. Part-time teachers will attend the full orientation day and all three (3) of the evening meetings referenced in Article XXI, Section F. Part-time teachers will consult with their supervisor at the beginning of the school year to develop a plan for participation in other non-instructional meeting and professional development time required by the Collective Bargaining Agreement on a pro-rated basis. Nothing herein shall prevent a part-time teacher from voluntarily participating in non-instructional meeting and/or professional development in excess of their pro-

rata obligations.

**ARTICLE XXXII
BUILDING ADVISORY GROUP AND JOINT LEADERSHIP MEETINGS**

A. Joint Leadership Meetings:

The Superintendent and Assistant Superintendent(s) will meet with the MEA President and Vice President on a monthly basis.

B. Building Advisory Committee Meetings:

1. There shall be a Building Advisory Committee formed at each school building.
2. The Building Advisory Committee will serve as a vehicle for teacher input and feedback on building-based concerns, such as but not limited to health and safety, curriculum and instruction, new initiatives, and school events.
3. The Building Advisory Committee is encouraged to meet monthly, but shall meet a minimum of six (6) times per school year with the meeting dates determined by the Committee.
4. The Building Advisory Committee will be comprised of the building principal, assistant principal and ETL and up to ten (10) MEA members from the building, including the building representative, designated by the Association. Members without professional status shall not be eligible for appointment to the Committee.

**ARTICLE XXXIII
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**ARTICLE XXXIV
RETIREMENT INCENTIVE PROGRAM**

A. In order to be eligible for the Retirement Incentive provided under this Article, a teacher must have fifteen (15) years of consecutive employment in the Marlborough Public Schools as of the effective date of retirement. For the purposes of this Article, consecutive service shall not be broken by time spent on unpaid leaves of absence but such time shall not count toward the fifteen years.

B. A teacher must provide written notice of intent to retire from the School District to the Superintendent or their designee by the November 1 preceding the date of retirement. As of December 1, this notice shall become irrevocable. To be eligible for this incentive, the date of retirement must be at the end of the school year.

C. A retiring teacher meeting the qualifications as set forth in sections A and B, shall receive an incentive bonus equal to fifty per cent (50%) of the difference between their final year's salary and the first step of the Bachelor's scale for the last year of the employment. The incentive bonus will be capped at \$21,392.50.

D. The Retirement Incentive shall be paid in two equal installments, the first on or about July 1 of the year of retirement and the second on or about July 1 of the following year.

ARTICLE XXXV TERM OF AGREEMENT

This Agreement and the provisions thereof shall be effective as of September 1, 2021 as noted and shall continue until and including August 31, 2024, and shall continue from year to year thereafter unless terminated or changed by the parties hereto. Either of the parties hereto desiring to terminate this Agreement or to change any of the provisions shall notify the other party in writing that they desire such termination or change on or before September 1, 2023 or September 15 of any year thereafter if this Agreement is not terminated.

The Parties agree to begin negotiations for a collective bargaining agreement to be effective September 1, 2024 by a meeting in October 2023.

Severability Clause: If any provision of this Agreement is or shall at any time be contrary to law then such provision shall not be applicable or performed or enforced except to the extent permitted by law, and substitute action shall be subject to the appropriate consultation and negotiation between the School Committee and the Association. Even though one or more contract items are, or at any time become, contrary to law, all other provisions of this Agreement shall continue in full effect.

In witness whereof, the Marlborough School Committee has caused this Collective Bargaining Agreement to be signed in its name and behalf by its Chairman and the Marlborough Educators Association has caused this Collective Bargaining Agreement to be signed in its name and behalf by its President on the dates set forth below.

MARLBOROUGH EDUCATORS ASSOC.

By: Eileen Barry
Eileen Barry
Its President

Date: 10-5-21

MARLBOROUGH SCHOOL COMMITTEE

By: Arthur Vigean
Arthur Vigean, Mayor
Its Chair

Date: 10/2/21

APPENDIX A-1
For Teachers Employed As Of The 2017-2018 School Year And Before.

2021-2022 2% for all except 0.75% on Steps 10, 15, 20							
STEP	BA	BA+30	MA	M+30	M+45	M+60	CAGS
1	\$49,730	\$53,363	\$54,966	\$58,062	\$59,418	\$59,982	\$60,789
2	\$51,878	\$55,679	\$57,293	\$60,383	\$62,353	\$62,924	\$63,737
3	\$54,398	\$58,173	\$60,309	\$63,339	\$64,710	\$65,280	\$66,106
4	\$56,870	\$60,907	\$62,506	\$65,633	\$66,989	\$67,555	\$68,360
5	\$59,222	\$63,251	\$65,501	\$68,698	\$70,080	\$70,661	\$71,487
6	\$61,580	\$65,594	\$67,891	\$71,111	\$72,496	\$73,076	\$73,905
7	\$65,111	\$69,397	\$71,006	\$74,025	\$75,409	\$75,974	\$76,778
8	\$68,135	\$72,080	\$73,896	\$77,117	\$78,494	\$79,060	\$79,865
9	\$70,861	\$74,964	\$76,851	\$80,202	\$81,634	\$82,223	\$83,060
10	\$79,316	\$83,909	\$86,022	\$89,773	\$91,375	\$92,034	\$92,971
15*	\$83,057	\$87,844	\$90,585	\$94,622	\$96,387	\$96,984	\$97,831
20*	\$88,332	\$93,357	\$96,232	\$100,472	\$102,326	\$102,951	\$103,841

2022-2023 2% Increase							
STEP	BA	BA+30	MA	M+30	M+45	M+60	CAGS
1	\$50,725	\$54,430	\$56,065	\$59,223	\$60,606	\$61,182	\$62,004
2	\$52,915	\$56,793	\$58,439	\$61,591	\$63,600	\$64,183	\$65,011
3	\$55,486	\$59,336	\$61,515	\$64,606	\$66,004	\$66,586	\$67,428
4	\$58,007	\$62,125	\$63,756	\$66,946	\$68,329	\$68,906	\$69,727
5	\$60,406	\$64,516	\$66,811	\$70,072	\$71,482	\$72,074	\$72,917
6	\$62,811	\$66,906	\$69,249	\$72,533	\$73,946	\$74,538	\$75,383
7	\$66,413	\$70,785	\$72,426	\$75,505	\$76,917	\$77,493	\$78,313
8	\$69,498	\$73,522	\$75,374	\$78,660	\$80,064	\$80,641	\$81,462
9	\$72,278	\$76,463	\$78,388	\$81,806	\$83,266	\$83,867	\$84,721
10	\$80,902	\$85,587	\$87,742	\$91,568	\$93,202	\$93,875	\$94,830
15*	\$84,718	\$89,600	\$92,396	\$96,514	\$98,314	\$98,924	\$99,787
20*	\$90,099	\$95,225	\$98,156	\$102,482	\$104,373	\$105,010	\$105,918

APPENDIX A-1
For Teachers Employed As Of The 2017-2018 School Year And Before.

2023-2024

2.25% Increase							
STEP	BA	BA+3-	MA	MA+30	MA+45	MA+60	CAGS
1	\$51,866	\$55,655	\$57,327	\$60,556	\$61,970	\$62,558	\$63,399
2	\$54,106	\$58,070	\$59,754	\$62,977	\$65,031	\$65,627	\$66,474
3	\$56,734	\$60,671	\$62,899	\$66,060	\$67,489	\$68,084	\$68,945
4	\$59,312	\$63,523	\$65,190	\$68,452	\$69,866	\$70,456	\$71,296
5	\$61,766	\$65,967	\$68,314	\$71,648	\$73,090	\$73,695	\$74,558
6	\$64,224	\$68,411	\$70,807	\$74,165	\$75,610	\$76,215	\$77,079
7	\$67,907	\$72,378	\$74,055	\$77,204	\$78,648	\$79,237	\$80,075
8	\$71,061	\$75,176	\$77,070	\$80,430	\$81,865	\$82,455	\$83,295
9	\$73,904	\$78,184	\$80,152	\$83,647	\$85,140	\$85,754	\$86,627
10	\$82,722	\$87,513	\$89,717	\$93,628	\$95,299	\$95,987	\$96,964
15*	\$86,624	\$91,616	\$94,475	\$98,686	\$100,526	\$101,149	\$102,032
20*	\$92,126	\$97,367	\$100,365	\$104,788	\$106,721	\$107,372	\$108,301

CAGS lane shall include CAGS, PhD, EdD and 2 Masters Degrees.

Employees hired after January 4, 2002 shall not be eligible for B+30 Column.

* Movement to the Longevity Steps of 15 and 20 within the Salary Schedule will be made only at the beginning of the 15th and 20th consecutive year of service in a position covered by the Collective Bargaining Agreement.

APPENDIX A-2
For Teachers Employed As Of The 2018-2019 School Year And Thereafter.

2021-2022

0% for all except .75% on 10, 15, 20				
STEP				
Adjusted	BA	MA	MA +30	CAGS/MM
A	\$52,131	\$60,309	\$63,146	\$65,565
B	\$53,435	\$61,817	\$64,725	\$67,205
C	\$54,771	\$63,363	\$66,344	\$68,886
1	\$56,141	\$64,948	\$68,003	\$70,609
2	\$57,545	\$66,572	\$69,704	\$72,374
3	\$58,985	\$68,237	\$71,447	\$74,185
4	\$60,460	\$69,944	\$73,234	\$76,040
5	\$61,972	\$71,693	\$75,066	\$77,942
6	\$63,522	\$73,486	\$76,943	\$79,891
7	\$65,111	\$75,324	\$78,868	\$81,889
8		\$77,208	\$80,840	\$83,937
9		\$79,139	\$82,862	\$86,037
10		\$86,022	\$89,773	\$92,971
15*		\$90,585	\$94,622	\$97,831
20*		\$93,462	\$97,581	\$100,853

2022-2023

2% Increase				
STEP				
Adjusted	BA	MA	MA +30	CAGS/MM
A	\$53,174	\$61,515	\$64,409	\$66,876
B	\$54,504	\$63,054	\$66,020	\$68,549
C	\$55,867	\$64,631	\$67,671	\$70,263
1	\$57,264	\$66,247	\$69,363	\$72,021
2	\$58,696	\$67,904	\$71,098	\$73,822
3	\$60,164	\$69,602	\$72,876	\$75,668
4	\$61,669	\$71,343	\$74,699	\$77,561
5	\$63,211	\$73,127	\$76,567	\$79,501
6	\$64,792	\$74,956	\$78,482	\$81,489
7	\$66,413	\$76,831	\$80,445	\$83,527
8		\$78,752	\$82,457	\$85,616
9		\$80,722	\$84,519	\$87,757
10		\$87,742	\$91,568	\$94,830
15*		\$92,396	\$96,514	\$99,787
20*		\$95,332	\$99,533	\$102,870

APPENDIX A-2
For Teachers Employed As Of The 2018-2019 School Year And Thereafter.

2023-2024

2.25% Increase				
STEP				
Adjusted	BA	MA	MA +30	CAGS/MM
A	\$54,370	\$62,899	\$65,858	\$68,381
B	\$55,730	\$64,472	\$67,505	\$70,091
C	\$57,124	\$66,085	\$69,193	\$71,844
1	\$58,553	\$67,738	\$70,924	\$73,641
2	\$60,017	\$69,432	\$72,698	\$75,483
3	\$61,518	\$71,168	\$74,516	\$77,371
4	\$63,057	\$72,948	\$76,380	\$79,306
5	\$64,634	\$74,773	\$78,290	\$81,289
6	\$66,250	\$76,643	\$80,248	\$83,322
7	\$67,907	\$78,560	\$82,255	\$85,406
8		\$80,524	\$84,312	\$87,542
9		\$82,538	\$86,421	\$89,732
10		\$89,717	\$93,628	\$96,964
15*		\$94,475	\$98,686	\$102,032
20*		\$97,477	\$101,772	\$105,184

CAGS/MM lane shall include CAGS, PhD, EdD and 2 Masters Degrees.

* Movement to the Longevity Steps of 15 and 20 within the Salary Schedule will be made only at the beginning of the 15th and 20th consecutive year of service in a position covered by the Collective Bargaining Agreement.

APPENDIX B

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APPENDIX C-1

COACHES STIPENDS

			Effective	Effective
			September 1,	September 1,
Title	Sport	Season	2021	2022
(2%)				
Category I				
Head Coach	Football	Fall	\$10,810	\$11,026
Category II				
Head Coach	Field Hockey	Fall	\$6,964	\$7,103
Head Coach	Soccer (B)	Fall	\$6,964	\$7,103
Head Coach	Soccer (G)	Fall	\$6,964	\$7,103
Head Coach	Volleyball (G)	Fall	\$6,964	\$7,103
Asst. Var. Coach	Football	Fall	\$6,964	\$7,103
Jr. Var. Coach	Football	Fall	\$6,964	\$7,103
Head Coach	Basketball (B)	Winter	\$6,964	\$7,103
Head Coach	Basketball (G)	Winter	\$6,964	\$7,103
Head Coach	Ice Hockey (B)	Winter	\$6,964	\$7,103
Head Coach	Ice Hockey (G)	Winter	\$6,964	\$7,103
Head Coach	Wrestling	Winter	\$6,964	\$7,103
Head Coach	Indoor Track (B)	Winter	\$6,964	\$7,103
Head Coach	Indoor Track (G)	Winter	\$6,964	\$7,103
Head Coach	Baseball	Spring	\$6,964	\$7,103
Head Coach	Softball	Spring	\$6,964	\$7,103
Head Coach	Volleyball (B)	Spring	\$6,964	\$7,103
Head Coach	Lacrosse (B)	Spring	\$6,964	\$7,103
Head Coach	Lacrosse (G)	Spring	\$6,964	\$7,103
Head Coach	Outdoor Track (B)	Spring	\$6,964	\$7,103
Head Coach	Outdoor Track (G)	Spring	\$6,964	\$7,103
Head Coach	Golf	Spring	\$6,964	\$7,103
Head Coach	X-Country (B)	Fall	\$6,964	\$7,103
Head Coach	X-Country (G)	Fall	\$6,964	\$7,103
Category III				
Asst. Var. Coach	Football	Fall	\$5,224	\$5,328
Asst. Var. Coach	Soccer (B)	Fall	\$5,224	\$5,328
Asst. Var. Coach	Soccer (G)	Fall	\$5,224	\$5,328
Asst. Var. Coach	Basketball (B)	Winter	\$5,224	\$5,328
Asst. Var. Coach	Basketball (G)	Winter	\$5,224	\$5,328
Asst. Var. Coach	Baseball	Spring	\$5,224	\$5,328
Asst. Var. Coach	Softball	Spring	\$5,224	\$5,328
Asst. Var. Coach	Field Hockey	Fall	\$5,224	\$5,328
Head Coach	Cheerleading	Fall	\$5,224	\$5,328
Head Coach	Cheerleading	Winter	\$5,224	\$5,328
Head Coach	Gymnastics (B)	Winter	\$5,224	\$5,328

APPENDIX C-1

Title	Sport	Season	Effective	Effective
			September 1, 2021	September 1, 2022 (2%)
Head Coach	Gymnastics (G)	Winter	\$5,224	\$5,328
Head Coach	Tennis (B)	Spring	\$5,224	\$5,328
Head Coach	Tennis (G)	Spring	\$5,224	\$5,328
Category IV				
<i>No Positions</i>				
Category V				
<i>No Positions</i>				
Category VI				
<i>No Positions</i>				
Category VII				
Jr. Var. Coach	Football	Fall	\$3,601	\$3,673
Head Coach MS	Football	Spring	\$3,601	\$3,673
Category VIII				
Jr. Var. Coach	Field Hockey	Fall	\$3,487	\$3,557
Jr. Var. Coach	Volleyball (G)	Fall	\$3,487	\$3,557
Jr. Var. Coach	Soccer (B)	Fall	\$3,487	\$3,557
Jr. Var. Coach	Soccer (G)	Fall	\$3,487	\$3,557
Jr. Var. Coach	Basketball (B)	Winter	\$3,487	\$3,557
Jr. Var. Coach	Basketball (G)	Winter	\$3,487	\$3,557
Jr. Var. Coach	Ice Hockey (B)	Winter	\$3,487	\$3,557
Jr. Var. Coach	Ice Hockey (G)	Winter	\$3,487	\$3,557
Jr. Var. Coach	Wrestling	Winter	\$3,487	\$3,557
Asst. Var. Coach	Indoor Track (B)	Winter	\$3,487	\$3,557
Asst. Var. Coach	Indoor Track (G)	Winter	\$3,487	\$3,557
Jr. Var. Coach	Baseball	Spring	\$3,487	\$3,557
Jr. Var. Coach	Softball	Spring	\$3,487	\$3,557
Jr. Var. Coach	Volleyball (B)	Spring	\$3,487	\$3,557
Asst. Coach	Outdoor Track (B)	Spring	\$3,487	\$3,557
Asst. Coach	Outdoor Track (G)	Spring	\$3,487	\$3,557
Jr. Var. Coach	Lacrosse (B)	Spring	\$3,487	\$3,557
Jr. Var. Coach	Lacrosse (G)	Spring	\$3,487	\$3,557
Year				
Facility Equip Mgr	ALL	Round	\$3,487	\$3,557
Strength and Conditioning		Year		
Coach	ALL	Round	\$3,487	\$3,557
Category IX				
Jr. Var. Coach	Cheerleading	Fall	\$3,370	\$3,437
Jr. Var. Coach	Cheerleading	Winter	\$3,370	\$3,437
Coach H.S.	Dance	Winter	\$3,370	\$3,437
Coach M.S.	Dance	Winter	\$3,370	\$3,437
Asst. Coach	Gymnastics (B)	Winter	\$3,370	\$3,437

APPENDIX C-1

Title	Sport	Season	Effective September 1, 2021	Effective September 1, 2022 (2%)
Asst. Coach	Gymnastics (G)	Winter	\$3,370	\$3,437
Category X				
Asst. Coach MS	Football	Spring	\$3,150	\$3,213
Category XI				
<i>No Positions</i>				
Category XII				
Asst. Coach	Golf	Fall	\$2,805	\$2,861
Category XIII				
<i>No positions</i>				
Category XIV				
Coach MS	X-Country (B)	Fall	\$2,582	\$2,634
Coach MS	X-Country (G)	Fall	\$2,582	\$2,634
Coach MS	Soccer (B)	Fall	\$2,582	\$2,634
Coach MS	Soccer (G)	Fall	\$2,582	\$2,634
Coach MS	Field Hockey	Fall	\$2,582	\$2,634
Coach MS	Basketball (B)	Winter	\$2,582	\$2,634
Coach MS	Basketball (G)	Winter	\$2,582	\$2,634
Coach MS	Baseball	Spring	\$2,582	\$2,634
Coach MS	Softball	Spring	\$2,582	\$2,634
Coach MS	Outdoor Track (B)	Spring	\$2,582	\$2,634
Coach MS	Outdoor Track (G)	Spring	\$2,582	\$2,634
Coach MS	Cheerleading	Fall	\$2,582	\$2,634
Category XV				
Unified Basketball	Basketball	Fall	\$1,807	\$1,843
Unified Track	Outdoor Track	Spring	\$1,807	\$1,843

APPENDIX C-2

INTRAMURAL COACHES MIDDLE SCHOOL

Title	Season	Effective September 1, 2021	Effective September 1, 2022 (2%)
Category I			
Intramural Director	Fall	\$1,732	\$1,767
Intramural Director	Winter	\$1,732	\$1,767
Intramural Director	Spring	\$1,732	\$1,767
Category II			
Intramural Supervisor	Fall	\$1,534	\$1,565
Intramural Supervisor	Winter	\$1,534	\$1,565
Intramural Supervisor	Spring	\$1,534	\$1,565

APPENDIX D

LEADERSHIP STIPENDS FOR ADDITIONAL CONTRACT DAYS

Title	Effective September 1, 2021	2% Effective September 1, 2022
Category I		
Guidance Counselor	\$5,071	\$5,172
School Psychologist	\$5,071	\$5,172
School Adjustment Counselor	\$5,071	\$5,172
Attendance Officer	\$5,071	\$5,172
English Learner Coordinator	\$5,071	\$5,172
Category II		
School Nurse	\$2,535	\$2,586
Category III		
Lead Teacher	\$2,588	\$2,640
Lead Counselor	\$2,588	\$2,640
Interventionist Coordinator	\$2,588	\$2,640
Category IV		
Mentors	\$828	\$816
Mentors - 2 Mentees	\$1,242	\$1,224
Category V		
No Positions		

All Category I Stipends require working ten (10) additional days per school year as mutually agreed upon with supervisor.

All Category II stipends require working five (5) additional days per school year as mutually agreed upon with supervisor.

APPENDIX E

STUDENT ACTIVITIES/ADVISORS STIPENDS

Title	Effective September 1, 2021	2% Effective September 1, 2022
Category I		
Yearbook production	\$4,966	\$5,066
Band Director	\$4,966	\$5,066
Category II		
Student Activity Coordinator	\$4,345	\$4,432
Student Activity Financials	\$4,345	\$4,432
Business Prof. of America	\$4,345	\$4,432
Japanese Exchange Club Whit	\$4,345	\$4,432
Class Dues Financial Coordinator	\$4,345	\$4,432
Category III		
Senior Class	\$2,992	\$3,051
Student Council	\$2,992	\$3,051
MHS Panther Period Coordinator	\$2,992	\$3,051
Musical Director MHS	\$2,992	\$3,051
Musical Director Whitcomb	\$2,992	\$3,051
National Honor Society	\$2,992	\$3,051
National Jr. Honor Society Whit	\$2,992	\$3,051
Junior Class	\$2,992	\$3,051
Category IV		
Academic Decathlon	\$2,300	\$2,346
AFS	\$2,300	\$2,346
Freshman Class	\$2,300	\$2,346
Sophomore Class	\$2,300	\$2,346
Jazz Club	\$2,300	\$2,346
Jr. States of America	\$2,300	\$2,346
Peer Leader	\$2,300	\$2,346
Peer Mediation	\$2,300	\$2,346
Public Relations Club	\$2,300	\$2,346
Real World Design	\$2,300	\$2,346
Voices ReChaired	\$2,300	\$2,346
Category V		
Afterschool Student Support Advisor	\$2,183	\$2,226
AP Test Coordinator	\$2,183	\$2,226
Arts Club	\$2,183	\$2,226
Asst. Marching Band Director	\$2,183	\$2,226
Best Buddies Advisor	\$2,183	\$2,226
Book Club	\$2,183	\$2,226
Chinese Club	\$2,183	\$2,226
Debating Club	\$2,183	\$2,226

APPENDIX E

Title	2%	
	Effective September 1, 2021	Effective September 1, 2022
Drama Club	\$2,183	\$2,226
Fashion Club	\$2,183	\$2,226
Fitness Club	\$2,183	\$2,226
French Club	\$2,183	\$2,226
LGBTQ Alliance	\$2,183	\$2,226
Latin Club	\$2,183	\$2,226
Mathematics Club	\$2,183	\$2,226
MHS Talks Club	\$2,183	\$2,226
Musical Producer	\$2,183	\$2,226
Musical Tech Producer	\$2,183	\$2,226
National Art Honor Society	\$2,183	\$2,226
National Business Honor Society	\$2,183	\$2,226
Impact Mentor Advisor	\$2,183	\$2,226
Dream Team	\$2,183	\$2,226
SADD	\$2,183	\$2,226
Science Club	\$2,183	\$2,226
Seal of Biliteracy Advisor	\$2,183	\$2,226
Ski Club	\$2,183	\$2,226
Social Justice Club	\$2,183	\$2,226
Spanish Club	\$2,183	\$2,226
Tri-M	\$2,183	\$2,226
Trivia (High School Quiz Show)	\$2,183	\$2,226
Varsity Club	\$2,183	\$2,226
MHS Student Project Showcase Coordinator	\$2,183	\$2,226
Global Competency Cert Program	\$2,183	\$2,226
Robotics	\$2,183	\$2,226
Yoga Club	\$2,183	\$2,226
Category V - Middle School		
Art Club 6	\$2,183	\$2,226
Art Club 7/8	\$2,183	\$2,226
Astronomy Club	\$2,183	\$2,226
Social Justice Club	\$2,183	\$2,226
Future Problem Solvers 6	\$2,183	\$2,226
Future Problem Solvers 7/8	\$2,183	\$2,226
Jazz Club 6	\$2,183	\$2,226
Jazz Club 7/8	\$2,183	\$2,226
Makerspace	\$2,183	\$2,226
Musical Producer	\$2,183	\$2,226
Newspaper Club	\$2,183	\$2,226
Robotics 6	\$2,183	\$2,226
Robotics 7/8	\$2,183	\$2,226

APPENDIX E

Title	2%	
	Effective September 1, 2021	Effective September 1, 2022
Student Act. Acct & Activity Coord	\$2,183	\$2,226
Student Council Advisor 6	\$2,183	\$2,226
Student Council Advisor 7/8	\$2,183	\$2,226
Whitcomb on the Run	\$2,183	\$2,226
Yearbook Advisor	\$2,183	\$2,226

APPENDIX F

**MARLBOROUGH EDUCATORS' ASSOCIATION
GRIEVANCE REPORT
LEVEL ____**

Local Association: _____

President: _____

Grievant: _____

Date: _____

Nature of Grievance:

The Association charges that the School Committee, through its agents, violated the collective bargaining agreement between the parties, generally and specifically, including but not limited to Article(s) _____, when the Committee, through its agents,

Remedy Sought:

The Association requests that the School Committee, and its agents, cease and desist from violating the collective bargaining agreement and abide by the provisions of _____ by:

Grievant: _____

Association Rep: _____

MTA Consultant: _____

APPENDIX G

MARLBOROUGH PUBLIC SCHOOLS

SICK LEAVE BUY BACK BENEFICIARY FORM

With respect to any Sick Leave Buy Back amount payable to me under Article XIII of the Marlborough Educators Association Collective Bargaining Agreement by reason of my death, I hereby designate the following individual as my beneficiary:

PRIMARY BENEFICIARY

Name: _____

Address: _____

Telephone: _____

CONTINGENT BENEFICIARY:

In the event the above listed Primary Beneficiary is not living at the time of my death, I hereby elect the following Contingent Beneficiary:

Name: _____

Address: _____

Telephone: _____

Executed by the undersigned this _____ day of _____, 20_____.

Employee Signature: _____

Employee Printed Name: _____

Appendix H. Teacher and Caseload Educator Evaluation

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Appendix H: Teacher and Caseload Educator Evaluation

1) Purpose of Educator Evaluation

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Evidence of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

Appendix H: Teacher and Caseload Educator Evaluation

- E) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- F) ***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 (4) types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one (1) school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one (1) or two (2) 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 (1) school year or less for Educators with PTS who are rated needs improvement or lower.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least ninety (90) calendar days and no more than one (1) school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- G) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- H) ***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").
- I) ***Evaluator:** Any person designated by a Superintendent who has primary responsibility for observation and evaluation. All evaluators must be licensed. 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. All Developing Educators will be assigned a Primary and Secondary Evaluator. Developing Educators will be observed a minimum of one time by their Secondary Evaluator. The Primary and

Appendix H: Teacher and Caseload Educator Evaluation

Secondary Evaluator will meet jointly with the Developing Educator at the end of the cycle. A Primary Evaluator will be assigned to all Professional Status Educators. The Secondary Evaluator will only become involved in the evaluation process for an Educator at the invitation of the educator. All Educators on a One-Year Directed Growth Plan will be assigned a Primary and Secondary Evaluator. The Secondary Evaluator will complete a minimum of one observation and will meet jointly with the Educator and the Primary Evaluator at the end of the cycle. Any Educator on an Improvement Plan will be assigned a Primary and Secondary Evaluator. The Primary and Secondary Evaluators will change from the Primary and Secondary Evaluator involved with the Directed Growth Plan. The Secondary Evaluator will complete a minimum of one observation and will meet jointly with the Educator and the Primary Evaluator at the end of the cycle.

- i) **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 and secondary evaluators will be.
 - ii) **Notification:** The Educator shall be notified in writing of their Evaluator and the plan on which they are placed on or before the Friday after Labor Day of each new evaluation cycle. The Evaluator may be changed upon notification in writing, and with two (2) weeks notice, to the Educator.
- J) **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.
- K) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- L) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M) ***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.
- N) ***Formative Evaluation:** An evaluation conducted at the end of Year One (1) for an Educator on a Two (2)-year Self-Directed Growth plan which is

Appendix H: Teacher and Caseload Educator Evaluation

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.

- O) ***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.
- P) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Evidence of Student Learning:** Evidence may include a combination of classroom, school and district assessments, and student growth percentiles such as MAP Growth or IXL (see the artifacts by standard list). Artifacts supporting team goals can be collected and submitted jointly by the team. Each artifact can support more than one standard as well as student learning and/or professional practice goals. No more than 6-8 artifacts per submission deadline are required.
- R) ***Observation:** A data gathering process that includes notes and determinations made during one or more classroom or worksite visits(s) of at least ten (10) minutes duration by the Evaluator and may include examination of artifacts of practice including student work. -Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the Marlborough School Committee and the Marlborough Educator Association that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- T) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four (4) performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of

Appendix H: Teacher and Caseload Educator Evaluation

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.

- U) ***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.
- V) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **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)
- X) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators

Appendix H: Teacher and Caseload Educator Evaluation

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

3) Evidence Used In Evaluation

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

- A) Evidence of student learning, growth, and achievement, which shall include:
- i) Evidence 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) Evidence of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iii) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures

Appendix H: Teacher and Caseload Educator Evaluation

set by the district should be based on the Educator's role and responsibility.

- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of at least ten minutes in duration.
 - ii) Announced observation(s) Examination of Educator work products.
 - iii) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 22-23, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators with the Educator's knowledge.

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.

5) Intentionally Left Blank

6) Evaluation Cycle: Annual Orientation

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

Appendix H: Teacher and Caseload Educator Evaluation

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

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by the dates stated in Section 20 or within four (4) 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 (1) goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one (1) goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or their designee will meet with each Educator by the dates stated in Section 20 (or within four (4) weeks of the Educator's first day of employment if the Educator begins employment after the first day of school) to assist the Educator in completing the self-assessment and drafting

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the professional practice and student learning goals which must include induction and mentoring activities.

- iii) Unless the Evaluator indicates that an Educator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement.

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 (1) goal related to the improvement of practice; one (1) goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by the dates stated in Section 20 of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by the dates stated in Section 20 or within six (6) weeks of the start of their assignment in that school

Appendix H: Teacher and Caseload Educator Evaluation

- 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 Educator submits the Educator Plan by the dates stated in Section 20. After the Evaluator approves the Educator Plan, the Educator signs the Plan and may include a written response. In the event revisions to the Educator Plan are requested by the Evaluator a meeting shall take place prior to the Plan being accepted. 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 (1st) year of practice or first (1st) year assigned to a school:
 - i) The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four (4) unannounced observations during the school year.
 - B) In their second (2nd) and third (3rd) years of practice or second (2nd) and third (3rd) years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three (3) unannounced observations during the school year.
- 10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least one (1) unannounced observation during the evaluation cycle.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two (2) unannounced observations.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one (1) year, shall there be fewer than one (1) announced and four (4) unannounced observations. For Improvement

Appendix H: Teacher and Caseload Educator Evaluation

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 (1st) observation of the Educator will take place by the dates stated in Section 20. Observations required by the Educator Plan will be completed by the dates stated in Section 20. 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 deemed useful by the Evaluator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within three (3) – five (5) school days of the observation, generally after a post-observation meeting. The written feedback shall be delivered to the Educator in a confidential manner, through the district's evaluation portal.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least thirty (30) minutes in duration within thirty (30) school days.

B) Announced Observations

- i) All non-PTS Educators in their first (1st) year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one (1) Announced Observation.
 - (a) The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss 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

Appendix H: Teacher and Caseload Educator Evaluation

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

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

(c) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but the meeting shall be rescheduled, within twenty-four (24) hours, for a meeting within a reasonable amount of time.

(d) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference.

C) Observations of Unsatisfactory or Needs Improvement Standards

i) For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(a) Describe the basis for the Evaluator's judgment.

(b) Describe actions the Educator should take to improve their performance.

(c) Identify support and/or resources the Educator may use in their improvement.

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

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.

Appendix H: Teacher and Caseload Educator Evaluation

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two (2) 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 their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
 - D) The Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. It is recommended that the Educator provide to the Evaluator additional evidence of the Educator's performances against the four (4) Performance Standards.
 - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
 - F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered in a confidential manner.
 - G) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.
 - H) 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 in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- 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 (1st) 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.

Appendix H: Teacher and Caseload Educator Evaluation

- B) The Formative Evaluation report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) The Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. It is recommended that the educator also provide to the evaluator additional evidence of the educator's performance against the four (4) Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered in a confidential manner.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report.
- G) 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 in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one (1) or two (2) year Educator Plan, the summative report must be written and provided to the educator by the dates stated in Section 20.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

Appendix H: Teacher and Caseload Educator Evaluation

- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) The summative evaluation rating must be based on evidence from multiple categories of evidence. State assessment growth scores shall not be the sole basis for a summative evaluation rating.
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F) The Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. It is recommended that the Educator also provide to the Evaluator additional evidence of the Educator's performance against the four (4) Performance Standards.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall complete the Summative Evaluation report and provide a copy to the Educator. All Summative Evaluation reports must be signed by the Evaluator and delivered in a confidential manner.
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the dates stated in Section 20.
- 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 by the dates stated in Section 20.
- K) The Educator shall sign the final Summative Evaluation report by the dates stated in Section 20. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- L) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- M) A copy of the signed final Summative Evaluation report shall be filed in the district's evaluation portal.

Appendix H: Teacher and Caseload Educator Evaluation

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 towards professional practice goals is required. 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.
 - iv) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress towards student learning goals is required. Actions must include student learning data, actions to increase student learning, and benchmarks to measure progress. Examples may include District assessment data, student work samples, lesson plans, and PLC agendas.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments that require a different certification.
- B) The Educator shall be evaluated at least annually.

Appendix H: Teacher and Caseload Educator Evaluation

17) Educator Plans: Self-Directed Growth Plan

A Two (2) year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year one (1) and a summative evaluation report at the end of year two (2).

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement on the Summative or Formative Evaluation.
 - i) Within ten (10) school days of notification to the Educator that the Educator is being placed on a Directed Growth Plan, the Evaluator shall schedule a meeting with the Educator to jointly develop the Directed Growth Plan. The Evaluator retains final authority over the content of the Educator's Plan.
- B) All Educators on a One (1) Year Directed Growth Plan will be assigned a Primary and Secondary Evaluator.
- C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- D) An Educator who is placed on a Directed Growth Plan due to a rating of Needs Improvement may request a meeting with the Superintendent for the purpose of reviewing the evaluation procedures and feedback and may request to be assigned a different Evaluator, at the discretion of the Superintendent.
- E) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the dates stated in Section 20.
- F) 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.
- G) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as Needs Improvement or Unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS who completed a Directed Growth Plan and whose overall rating is Needs Improvement or Unsatisfactory.

Appendix H: Teacher and Caseload Educator Evaluation

- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as Unsatisfactory on an Improvement Plan of no fewer than ninety (90) calendar days and no more than one (1) school year. In the case of an Educator receiving a rating of Unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) All Educators on an Improvement Plan will be assigned a Primary and Secondary Evaluator. The Primary and Secondary Evaluators will change from the Primary and Secondary Evaluator involved with the Directed Growth Plan. The Secondary Evaluator will complete a minimum of one (1) observation and will meet jointly with the Educator and the Primary Evaluator at the end of the cycle.
- E) An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- F) An Educator who is placed on an Improvement Plan due to a rating of Unsatisfactory may request a meeting with the Superintendent for the purpose of reviewing the evaluation procedures and feedback and may request to be assigned a different Evaluator, at the discretion of the Superintendent.
- G) 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.
- H) 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) The Educator may request that a representative of the MEA attend the meeting(s).
 - iii) If the Educator consents, the MEA will be informed that an Educator has been placed on an Improvement Plan.

Appendix H: Teacher and Caseload Educator Evaluation

- I) 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 Evaluator and secondary Evaluator; and,
 - vii) Include the signatures of the Educator and Evaluator.
- J) 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.
- K) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than the dates stated in Section 20. One of three (3) decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved their 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 their summative rating at the end of their 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.

Appendix H: Teacher and Caseload Educator Evaluation

- (c) In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their 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 Needs Improvement or below, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

20. Educator Evaluation Timelines (Pages H-23, H-24)

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of Proficient or Exemplary on each Performance Standard and overall. A Principal considering making an employment decision that would lead to PTS for any Educator who has not been rated Proficient or Exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by the first (1st) Friday in May. The Principal's decision is subject to review and approval by the Superintendent. A Principal considering making an employment decision that would lead to early PTS for any Educator shall confer with the Superintendent by the first (1st) Friday in May. The Principal's decision is subject to review and approval by the Superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of Proficient or Exemplary for at least the previous two (2) years.
- C) Educators with PTS whose summative performance rating is Exemplary shall be recognized and rewarded with leadership roles, promotions, additional opportunities, public recognition or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Using Student feedback in Educator Evaluation

Student feedback will be utilized in the Educator Evaluation process pursuant to the terms set forth in the "Educator Evaluation: Student Feedback" document attached hereto as Exhibit A.

23. Using Staff feedback in Educator Evaluation

All Educators are ensured the opportunity to provide feedback on administrators in a manner that assures the confidentiality of the Educator.

Appendix H: Teacher and Caseload Educator Evaluation

24. General Provisions

- A) 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 they 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.
- B) 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.
- C) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of Needs Improvement or below, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
- D) The Parties agree that there will be a continuous need to review and revise this Evaluation Procedure by the Joint Evaluation Committee. To that end, the Parties agree to the following:
 - 1. To jointly review the Evaluation Procedure no later than June 1st of each school year;
 - 2. Said review shall include, but not be limited to, the Parties amending, by mutual consent, collective bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure; and,
 - 3. To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented.
- E) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Appendix H: Teacher and Caseload Educator Evaluation

20. Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Educators receive notification of their evaluator	Friday following Labor Day
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September September 16, 2022 September 15, 2023
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1, 2021 October 7, 2022 October 6, 2023
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15, 2021 October 14, 2022 October 13, 2023
Educator completes Educator Plans	November 5, 2021 November 4, 2022 November 3, 2023
Evaluator approves completed Educator Plan (5 days after submission)	November 12, 2021 November 10, 2022 November 10, 2023
Evaluator should complete first observation of each Educator	November 19, 2021 November 18, 2022 November 17, 2023
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 7, 2021 January 6, 2022 January 5, 2024
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 4, 2022 February 3, 2023 February 2, 2024
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 11, 2022 February 10, 2023 February 9, 2024
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 25, 2022 April 14, 2023 April 12, 2024

Appendix H: Teacher and Caseload Educator Evaluation

Evaluator completes Summative Evaluation Report	May 20, 2012 May 19, 2023 May 17, 2024
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 6, 2022 June 8, 2023 June 7, 2024
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10, 2022 June 12, 2023 June 10, 2024
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 12, 2022 June 16, 2023 June 14, 2024

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes at least one unannounced observation	April 1 of Year 1, 2022 April 7 of Year 1, 2023 April 5 of Year 1, 2024
Evaluator completes Formative Evaluation Report	June 3 of Year 1, 2022 June 2 of Year 1, 2023 May 31 of Year 1, 2024
Evaluator conducts Formative Evaluation Meeting, if any	June 10 of Year 1, 2022 June 9 of Year 1, 2023 June 7 of Year 1, 2024
Evaluator completes Summative Evaluation Report	May 20 of Year 2, 2022 May 19 of Year 2, 2023 May 17 of Year 2, 2024
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2, 2022 June 12 of Year 2, 2023 June 10 of Year 2, 2024
Evaluator and Educator sign Summative Evaluation Report	June 12 of Year 2, 2022 June 16 of Year 2, 2023 June 14 of Year 2, 2024

B) Educators on Plans of Less than One (1) Year

- i) The timeline for Educators on Plans of less than one (1) year will be established in the Educator Plan.

Appendix H: Teacher and Caseload Educator Evaluation Exhibit A

Educator Evaluation: Student Feedback

Why has the collection of student feedback been incorporated into the Educator Evaluation Process?

Educator Evaluation Regulations

603 CMR 35.07. Evidence used in educator evaluation shall include:

Student feedback collected by the district starting in 2013–14*

Staff feedback (with respect to administrators) collected by the district, starting in 2013–14*

*603 CMR 35.11(10). On December 19, 2013, the regulations were amended to authorize the Commissioner to establish new schedules for implementing regulatory requirements for good cause. The Commissioner postponed the incorporation of student and staff feedback into the educator evaluation system for one year to the 2014–15 school year.

Beginning in 2015-2016, all professional staff will be required to collect student feedback as part of the Educator Evaluation Process. Our Joint Evaluation Committee - comprised of MEA, School Committee, and school / district administrators - has been collaborating to establish protocols and procedures associated with this provision.

How will student feedback be collected?

1. Student feedback will be educator based – this means that each educator has the autonomy to determine the tool used for collecting student feedback.
2. Each educator will collect anonymous feedback, using a tool of choice, from 50% of the students with whom they interact OR a maximum number of 50 students randomly selected.
3. While student feedback should be collected periodically and used as a formative measure to inform educator-practice, the data collected most closely to the June 10th or October 15th (of the following year) dates will be the source of the self-assessment and goal setting conversations.

What tools are available for use in collecting student feedback?

- ✓ DESE Model Surveys (long or short versions): <http://www.doe.mass.edu/edeval/feedback/surveys.aspx>
- ✓ Adapted DESE Model Survey
- ✓ Educator developed survey (minimum of 4 questions aligned to Standard 1 and minimum of 4 questions aligned to Standard 2)
- ✓ Teacher generated Exit Tickets based on instructional practice and student learning (administered on no less than 3 occasions)
- ✓ Additional resources provided by the Massachusetts Teachers Association and Marlborough Public Schools
- ✓ Other

What criteria should I use to select a student feedback collection tool?

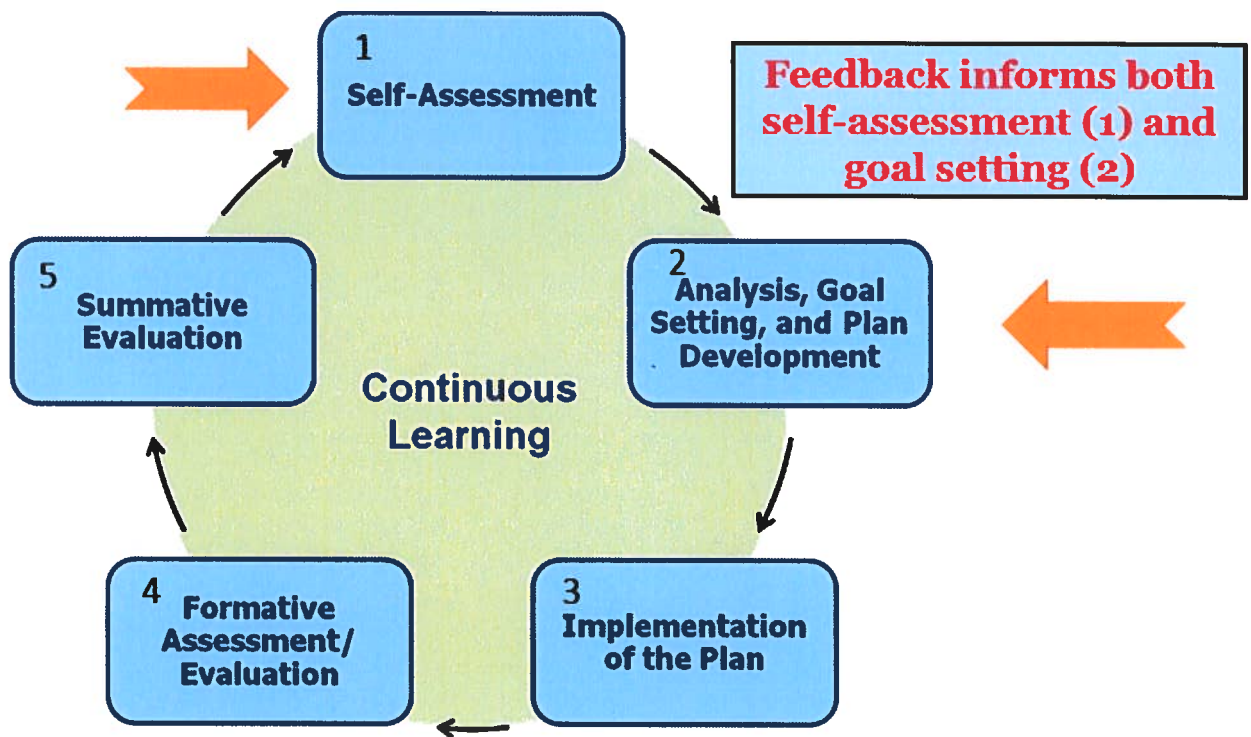
In selecting a tool for collecting student feedback, the educator should consider the following criteria:

- The tool should be aligned to Standards 1 and 2 of the Educator Evaluation Process
- The tool should foster the collection of feedback that is meaningful and actionable
- The tool should be designed to meet the developmental level of the students
- A similar tool may be developed and used across grade level or subject areas

Appendix H: Teacher and Caseload Educator Evaluation Exhibit A

What will I do with the data once I have collected the student feedback?

1. Student feedback will be collected and analyzed by the educator in preparation for either end of year meetings with evaluators (if rated overall Needs Improvement or Unsatisfactory) to take place by June 10th OR during Goal Setting conferences, to support the goal-setting conversation, which will take place by October 15. During this discussion the educator is asked to share a summary of feedback data.
2. Student feedback will inform STEPS 1 and 2 of the 5 step Educator Evaluation Cycle (self-assessment and goal setting) in the Fall for all educators. If an educator is beginning year 2 of a 2 year plan in the Fall, this feedback will still be used to reassess the appropriateness and focus of goal setting.



What should I do if I have further questions regarding how to collect student feedback or if I am unsure what to do with the results?

The Joint Evaluation Committee will continue to collaborate and check in on this phase in the process in order to support educators in data collection and to help colleagues make meaning of the data. The ultimate goal of this phase of the evaluation process is to support productive and meaningful self-reflection and professional goal setting with student learning at the center.



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INSTRUCTIONS:

- 1) Please read and complete all sections.
- 2) Print firmly and clearly so image transfers to all copies.
- 3) Return your completed application to your local association representative who will provide you with a temporary membership card and remit your application to MTA/NEA for processing.

PERSONAL INFORMATION

FIRST TIME MEMBER?		SOCIAL SECURITY NUMBER (LAST 4 DIGITS)	
YES	NO (Provide MTA Individual ID #)	AREA CODE	HOME PHONE
PERSONAL E-MAIL ADDRESS		AREA CODE	MOBILE PHONE
FIRST MIDDLE LAST (JR, SR, ETC.)			

NAME	CITY			STATE	ZIP + 4
ADDRESS	CITY				
DATE OF BIRTH					
MO		DAY		YR	
DATE OF BIRTH					
MO		DAY		YR	

SEE CODES ON BACK OF FORM

ETHNICITY	GENDER	DATE OF BIRTH		DATE OF BIRTH	
MO	DAY	YR	MO	DAY	YR
DATE OF BIRTH					
MO		DAY		YR	
DATE OF BIRTH					
MO		DAY		YR	

Note: When your membership has been processed, you will automatically be given a unique membership identification number. You will find it on your membership card, and you can use it to access the Members Area of the MTA web site: www.massteacher.org. The MTA, its affiliates and MTA Benefits will use your e-mail address to send occasional news about association activities, programs and benefits.

Dues payments are not deductible as charitable contributions for federal income tax purposes. Dues payments (or a portion) may be deductible as a miscellaneous itemized deduction.

NEA CLASSROOM TEACHER DEFINITION: Classroom Teacher shall mean any person who is certified, where required, and a major part of whose time is spent in direct contact with students or who performs allied work, which results in placement of the person on a local salary schedule for teachers. *Ethnicity information is optional. Failure to provide it will in no way affect your membership status, rights or benefits in NEA, MTA or any of their affiliates. All information on this form will be kept confidential and for the exclusive use of MTA / NEA.

MEMBER'S SIGNATURE

DATE

RETURN TO MTA - FINANCE & ACCOUNTING

TREASURER/LOCAL ASSN REPRESENTATIVE

Payroll Deduction MEMBERSHIP APPLICATION

PLEASE CHECK ONE

- ☐ Pre-K thru 12 Professional
☐ Educational Support Professional (ESP)
☐ Higher Education

MEMBERSHIP YEAR
LOCAL ASSOCIATION NAME
BARGAINING UNIT
EMPLOYER
WORK LOCATION

PAYMENT INFORMATION

ASSOCIATION	TYPE	ANNUAL PAYMENT
NEA **		
MTA **		
COUNTY		
LOCAL		
TOTAL		

** Note-Please see back of form for membership type codes.

PAYROLL DEDUCTION AUTHORIZATION

I HEREBY AUTHORIZE THE

SCHOOL COMMITTEE AND THE TREASURER OF SAID MUNICIPALITY OR THE TREASURER / BURSAR OF THE UNIVERSITY/COLLEGE TO DEDUCT EACH YEAR THE CURRENT DUES OF MY LOCAL, COUNTY, STATE AND NATIONAL ASSOCIATIONS NOTWITHSTANDING ANY INCREASES OR DECREASES IN SUCH DUES IN THE FUTURE YEARS.

I UNDERSTAND THAT THE SPECIFIC AMOUNT OF THE CURRENT DUES OF THE ASSOCIATIONS SHALL BE CERTIFIED TO THE COMMITTEE BY MY LOCAL ASSOCIATION TREASURER OR THE TREASURER / BURSAR OF THE UNIVERSITY/COLLEGE EACH SCHOOL YEAR.

THE DEDUCTIONS SHALL BE MADE IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE LOCAL ASSOCIATION AND THE

SCHOOL COMMITTEE OR BETWEEN THE FACULTY ASSOCIATION AND THE UNIVERSITY / COLLEGE AS IT MAY BE AMENDED OR RENEWED FROM TIME TO TIME, INCLUDING ANY SUCCESSOR AGREEMENTS AND IN THE ABSENCE OF ANY SUCH AGREEMENT SUCH DEDUCTIONS SHALL BE MADE PURSUANT TO C 180 S. 17C AS MOST RECENTLY AMENDED.

I UNDERSTAND THAT I MUST GIVE AT LEAST SIXTY (60) DAYS NOTICE TO THE COMMITTEE OR TO THE TREASURER / BURSAR TO WITHDRAW THIS AUTHORIZATION FOR A SUBSEQUENT SCHOOL YEAR. I FURTHER UNDERSTAND THAT I AM OBLIGATED TO PAY THE FULL ANNUAL DUES FOR EACH YEAR AS DETERMINED BY THE ASSOCIATIONS.

X SIGNATURE

DATE

MTA COPY

APPENDIX J



MEA LANE CHANGE REQUEST MARLBOROUGH EDUCATORS ASSOCIATION

For Office Use Only	
Approved	
Denied	
1 Approval Forms Missing	
2 Unofficial Transcripts	
3 Ineligible	
Official Signature _____	
Date _____	

Deadlines:

- * *By February 1st - submission of completed Lane Change Request form and Course Approval forms must be received by the Human Resources Department for a salary change in the following school year.*
- * *By November 1st - submission of official transcripts as evidence of credits earned must be received by the Human Resources Department by November 1st of the school year in which the salary change will take effect. **

Official transcripts are accepted either hard copy, sealed and unopened or sent directly from the college/university electronically to HR.

Name (Print): _____ Hire date: _____

MPS School: _____

Current Lane: _____ Proposed Lane: _____

- I am submitting the below approved credits for advancement on the salary scale according to the regulations set forth by the Agreement between the Marlborough School Committee and the Marlborough Educators Association, Article XXVI.
- Attached are copies of all Course Approval forms that coincide with courses listed below.
- All courses completed between Current Lane and Proposed Lane must be listed below.

<u>AMT OF CREDITS</u>	<u>NAME OF INSTITUTION</u>	<u>FULL NAME OF COURSE</u>	<u>COURSE #</u>	<u>DATE OF COMPLETION</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL

Signature: _____ Date: _____

Use the back of this page for additional courses.
5/2021