



AGREEMENT BETWEEN

SOUTH SHORE EDUCATIONAL COLLABORATIVE BOARD

AND

SOUTH SHORE EDUCATIONAL COLLABORATIVE FEDERATION
LOCAL 3961, AFT MASSACHUSETTS, AFL-CIO

FOR THE PERIOD COVERING SEPTEMBER 1, 2025-AUGUST 31, 2028

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ARTICLE I

Recognition and Definitions

A. RECOGNITION

The South Shore Educational Collaborative Board (SSEC) recognizes the South Shore Collaborative Federation, Local 3961, American Federation of Teachers (AFT), Massachusetts, AFL-CIO as the exclusive bargaining representative for: all those persons in bargaining Unit A (professional) which consists of all teachers, therapists, nurses, social workers, speech specialists, milieu coordinator, BCBAs, and all those persons in bargaining unit B (paraprofessionals) which consist of all paraprofessionals, interpreter assistants, milieu assistants, food service assistants, physical therapy assistants, speech and language therapy assistants and Nursing (LPN) assistants. The term "full time" employee is defined as those individuals who work a minimum of 25 hours per week.

Neither bargaining unit A nor bargaining unit B shall include program directors, assistant program directors, the business manager, the Executive Director, clinical directors, and any other managerial or confidential employees, nor any other employee not specifically identified in this paragraph.

B. DEFINITIONS

The term "school" as used in the Agreement means any work location or functional division program maintained by the Board in which the educational process is carried on.

The term "Program Director" as used in this Agreement means the responsible administrative head of his/her respective program.

The term "teacher" or "employee" as used in this Agreement means a person employed by the Board in the bargaining unit as described in Article I.

The term "union representative" as used in this Agreement means the Union building representative or other qualified designee of the Union.

Whenever a personal pronoun is used in this Agreement such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

The term "Board" as used in this Agreement means the South Shore Educational Collaborative Board.

The term "Union" as used in this Agreement refers to the South Shore Collaborative Federation, Local 3961, AFT, Massachusetts, AFL-CIO.

The term "parties" as used in this Agreement refers to the Board and the Union as participants in this Agreement.

The term "Executive Director" shall mean the person presently holding that position.

The term "full time" employee is defined as those individuals who work a minimum of 25 hours per week.

ARTICLE II Management Rights

Subject only and only to the extent that an express provision of this Agreement specifically limits the right or discretion of the Employer, all rights, functions, and prerogatives of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer.

These rights whether exercised or not, include, without being limited to, all rights and powers given the Employer by law, the right to operate, manage and control the SSEC and its activities and to direct and control the work of its employees and the use of its properties, facilities and equipment; to determine the hours, schedules and assignments of work and work tasks; the right to establish, change or discontinue duties including the right to introduce, change or discontinue methods, facilities, operations, processes, services and techniques; to require reasonable standards of performance and the maintenance of discipline, order and efficiency; to determine educational and professional standards, operational and other policies; to determine methods and procedures and to direct the employees; to determine employee competency, and the assignment of work; the right to obtain from any source and to contract and subcontract for materials, supplies and equipment and services not normally available through the SSEC resources; to establish or change any form of employee benefits in excess of or in addition to those provided in this Agreement; the right to select, hire, suspend, evaluate, transfer and promote employees; the right to discharge or otherwise discipline employees; the right to lay off employees for lack of work or for other economic reasons; the right to require reasonable overtime work; the right to promulgate and enforce all reasonable rules relating to policies, operations, safety measures; the right to discuss terms and conditions of employment directly with employees and to inform them directly concerning employment matters; and all other rights pertaining to the operation or management of the collaborative. The Board, at its discretion, may employ co-op students or other temporary employees without reference to this Agreement. The failure by the Employer to exercise any of its rights shall not be construed as a waiver of those rights.

ARTICLE III

Salary and Compensation

A. Basic Salary Schedule for the 2025-2028 contract years set for as Appendix A

For the 2025 – 2026 contract year:

- Unit A and Unit B (excluding paraprofessionals) wages shall increase by 3.25%
- Unit B Paraprofessionals wages shall increase by 2.75%
- The paraprofessional scale will be amended as follows; The current step 1 and step 2 will be removed. The new scale will start with the current step 3 as step 1. The rate for the new step 12 will be determined by adding 4% to the current step 13. The rate for the new step 13 will be determined by adding 4% to the new step 12.
- For Milieu Coordinators, add a Bachelors column with 5% between columns and two additional steps at 4% each

For the 2026-2027 contract year:

- All wages shall increase by 3.25%
- Each Unit A employee who was on the top step at the end of the 26/27 school year and who is still employed at the time of payment shall receive a one-time \$500 payment

For the 2027-2028 contract year:

- All wages shall increase by 3.25%
- Each Unit A employee who was on the top step at the end of the 27/28 school year and who is still employed at the time of payment shall receive a one-time \$500 payment

B. Upon the recommendation of the Executive Director, the Collaborative Board will finalize the initial salary placement/rate of Collaborative employees. Employees may be given credit upon initial employment for previous full time relevant teaching/administrative experience in either public or private employment at the sole discretion of the Executive Director in accordance with established Board policy.

C. Normal progression on the appropriate salary scale shall be one step for completion of each additional year of service to the Collaborative.

For purposes of this Article, "completion of each additional year of service to the Collaborative" shall mean that the employee shall have been in a pay status with the Collaborative for at least 90 school days.

The Collaborative Board reserves the right to withhold any progression on the salary schedule for unsatisfactory work performance as reflected in the employee's evaluation, provided that the withholding is not done for arbitrary or capricious reasons. Evaluation shall mean the evaluation instrument, any formal or

informal written observations of the employee and any performance/disciplinary issues brought to the attention of the employee in writing by his/her superiors.

D. Increments for Advanced Credit

Changes in salary through the attainment of additional professional credits shall be made in September and February of each school year. For horizontal movement across the salary schedule, employees must notify the Executive Director in writing no later than January 15th of the school year prior to the school year they anticipate receipt of the necessary credits/diploma. In addition, for such horizontal movement to occur, employees must submit the following by August 1 for a September change and by January 3rd for a February change including submitting as follows:

- a. An official transcript from an accredited four (4) year college or university showing a grade(s) of B or higher or a Pass;
- b. In the case of a Master's degree, a CAGS or a doctorate, employees must have received the diploma in order to qualify for the change in salary.

E. All professional staff shall be appropriately certified by the Department of Education to the extent required by the Department of Education.

F. Transportation Allowance

Each employee required by the Executive Director to use public transportation or drive his or her private automobile for work-related duties will be reimbursed the actual cost of such public transportation or at the IRS rate per mile.

If an employee drives from a work-related site to another work-related site, he/she is reimbursed for the total miles driven by submitting a request for mileage reimbursement on a monthly basis, reimbursement will be provided within fifteen (15) workdays of the request's receipt by the Business Administrator.

Staff are not reimbursed for the distance between their home and work site, nor for travel to/from professional development activities.

To qualify for reimbursement under the provisions of this section an employee must comply with such filing procedures as may from time to time be promulgated by the Executive Director.

G. Itemized Payroll Deductions

A statement of itemized payroll deductions shall be included with each salary payment.

H. Payroll Deductions

Payroll deductions shall be made for employees desiring to deposit money in the Credit Union for any purpose designated by the employees.

I. Method of Salary Payment

Employees may elect to be paid under one of two options. Under the first option, employees shall receive twenty-one (21) paychecks over the course of the school year. Under the second option, employees shall receive twenty-one (21) paychecks over the course of the school year, plus an additional balloon paycheck at the end of the school year equal to five (5) paychecks. Once an employee elects to be paid under one of the two options set forth above, the employee may not change his/her method of payment until the next school year. Direct deposit is required for all employees.

J. Any employee who is assigned by the program director to substitute for a classroom teacher for 2 ½ hours in a school day or 3 hours on a scheduled ½ day shall receive, in addition to his/her regular compensation, \$20.00 for every hour he/she is assigned as the substitute. If a paraprofessional is needed to substitute for a classroom teacher, then only one paraprofessional will be assigned to cover that teacher's classes for the school day. For long-term substitute position, which is defined as an employee substituting for more than four weeks, the employee will be paid at a rate to be determined by the Executive Director, no less than Bachelors Step 1.

K. Unit A employees with twenty (20) or more years of professional service with SSEC shall be eligible for a longevity payment of \$1,300, and Unit A employees with fifteen (15) - nineteen (19) years of service shall be eligible for a longevity payment of \$750. Unit B employees with twenty (20) or more years of service with SSEC shall be eligible for a longevity payment of \$1,050, Unit B employees with fifteen (15) -nineteen (19) years of service shall be eligible for a longevity payment of \$525 and Unit B employees with ten (10) - fourteen (14) years of service shall be eligible for a longevity payment of \$250. Years of service will be calculated from the first date of employment at SSEC each year in order to determine eligibility for longevity.

Bargaining unit members who leave the service of the Collaborative in a year in which they are eligible for longevity pay shall have their longevity pay pro-rated for that year. Longevity payments will be made during the first pay period in December.

L. Referral Fee

An employee who recommends a candidate for a new hire with the Collaborative shall receive a stipend of \$100 providing the following conditions are met.

1. The referred employee has not previously worked for the Collaborative in any capacity.
2. The referred employee is hired and remains an employee in good standing with the Collaborative for one year and has been offered reemployment for the following year.
3. The referred employee must identify the employee (or employees, up to two) on the application form to be provided by the employer at the time of application. If more than one employee recommends the same candidate, only one person will receive the \$100 stipend unless the employee has reported on that form that he/she was recommended by two employees (in which case the stipend will be \$50 each).

4. The referring employee must submit a timely request for payment of the stipend on the form and with the information as is required by the Business Office. To be timely, the completed form with any required accompanying information must be signed and submitted within 30 days before or 30 days after the one year anniversary of the referred employee.

5. The stipend will be forfeited if any of the above conditions are not met.

ARTICLE IV **Benefits**

A. Eligibility for benefits, except where otherwise indicated, shall apply only to full-time employees.

B. All employees are covered by the provisions of Workmen's Compensation Act, General Laws, c. 152.

C. The employer will pay one-half of the premium for health insurance coverage for each employee electing to participate in the individual or family plan offered through the Collaborative for employees who regularly work twenty hours per week or more. The Collaborative will implement a Section 125 flexible benefits plan for the pre-tax payment of health insurance premiums.

The Employer will pay one-half of the premium for dental coverage for each employee electing to participate in the individual or family dental plan as offered by the Collaborative and as amended from time to time and only for employees who regularly work twenty hours per week or more.

D. A Twenty-Five Thousand Dollar (\$25,000.00) life insurance policy shall be offered to all employees who wish to participate in the offering. The Collaborative will pay one-half, and the employee will pay one-half of the cost of the life insurance policy.

E. Tax-Sheltered Annuities

So as to provide for a non-forfeitable tax-sheltered annuity payable upon retirement or termination of employment, a full-time employee may contract with the Collaborative for the purchase of an annuity pursuant to the provisions of the General Laws of Massachusetts as part of his or her employment compensation. Such contract shall specify the premiums to be paid toward the annuity, the method and form of payroll deduction or other form of premium payment. The Union shall indemnify and save the Collaborative harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken or omitted by the Collaborative pursuant to this Article.

F. Liability insurance coverage is provided for all staff in the event of civil proceedings brought against a teacher(s) and/or employee(s) for wrongful acts as set forth in the policy of insurance.

G. If a full-time employee is reduced to a part-time status he or she may retain and use any sick leave and credits then unused but shall not thereafter accrue anymore.

H. When an employee has received full or partial reimbursement for a workshop or a course, and subsequently resigns his/her employment within two (2) years of such course or workshop, the employee must reimburse the Collaborative for fifty percent (50%) of the reimbursement payment.

I. If the Commonwealth of Massachusetts alters its policy on professional development funds and provides professional development funds to the Collaborative, the Collaborative agrees to notify the Union, and upon request by the Union, will confer with the Union about the use of such funds. The final decision on the use of such funds rests with the Executive Director.

J. The life insurance policy only remains in effect for as long as the employee remains an employee of the SSEC.

K. SSEC agrees to reimburse a bargaining unit member in the event that his/her eyeglasses, and/or hearing aid and/or their personal materials being used in relation to the job are destroyed/damaged while performing his/her job duties in the scope of his/her employment, provided that the employee gives prompt written notice to the program director of such damage/destruction. Reimbursement is limited a maximum of two hundred fifty (\$250) annually per contract year, and an employee will only be reimbursed to the extent that such replacement is not covered by worker's compensation or the employee's health or other insurance, and only upon submission of a credit card receipt, a business invoice marked paid in full or a cancelled check showing the amount the employee paid. The Executive Director or a designee can approve an additional amount for reimbursement beyond the two hundred fifty dollars (\$250) per contract year at his or her discretion.

L. License Application Fee - SSEC agrees to pay the 7D license application fee for any employee who is expected to operate a van to transport students as a job responsibility within the scope of his/her employment, and for which a 7D license is required.

ARTICLE V

Sick Leave

A. All employees agree that absences are not beneficial to the educational process and, therefore, must be limited to an absolute minimum.

B. All full-time employees are eligible for a maximum of fifteen (15) days sick leave each contract year. Such employee shall accrue five (5) days at the beginning of each school year and one day thereafter on the last payroll date of each month up to a maximum of fifteen (15) each year. If a first-year employee leaves before completing ninety (90) days and has utilized any sick days, the employee will have to pay the Collaborative for those sick days from the employee's final check. All part-time employees who work at least twenty-one (21) hours will receive three (3) sick days, which can only be used during a scheduled workday.

C. In unusual circumstances, full-time employees and part-time who work at least twenty-one (21) hours shall be assumed to have accrued the full amount of sick leave to which they are entitled pursuant to

paragraph B in the current year, subject to the following. "Unusual circumstances" shall be defined as follows:

1. The employee has been ill for at least five (5) consecutive school days;
 2. The employee presents a note from his/her doctor which establishes to the satisfaction of the Executive Director that the employee is suffering from a serious illness which requires five or more days sick leave; and
 3. The employee has exhausted whatever sick leave he or she may have accumulated.
- If the above requirements are met, the employee shall be deemed to have accrued the amount of sick leave to which he is entitled as of the first day of the illness which gave rise to the unusual circumstances. In no event shall a full-time employee accrue more than fifteen (15) days sick leave per contract year. Requests for the use of sick leave pursuant to this paragraph must be made to the Executive Director as soon as possible.

D. All sick leave not utilized during the contract year in which it was granted may be accumulated up to a maximum of one hundred eighty (180) days. An employee who has completed one full school year of service with the Collaborative, is in good standing, which means has no written warning or higher level of discipline within the last 3 years and is starting the particular school year with at least twenty-five (25) days of accumulated sick leave, may elect in writing by the last workday of the second week in September to convert two sick days to one personal day. An employee may convert a maximum of three sick days to two personal days in one school year. SSEC will distribute an electronic form for employees to make that designation.

E. Except if prevented by an emergency, an employee must notify his/her Program Director at least one and one-half (1 ½) hours prior to the commencement of his/her workday. If an employee knows that he/she will be absent due to illness or injury the following workday, such as when he/she consults with a doctor, he/she should notify the Program Director the day before the workday. In the event that the illness extends beyond one (1) workday, the employee is required to keep the Program Director informed on a continuing basis of his/her condition and the probable length of time off from work.

F. The employee shall specify at the time of request for leave if leave is for personal illness/injury or to take care of a child or parent. Sick leave with pay shall be granted for personal illness or injury. Sick leave will not be allowed for reasons other than personal illness or injury except that up to ten (10) days of sick leave may be used to care for a spouse, child or parent if living in the same household as the employee.

G. In the case of suspected abuse of sick leave or in the best interests of the Collaborative or injury, the Executive Director at his discretion may require evidence including a doctor's note that an employee was prevented from working because of illness or injury. The Executive Director may require an employee to be examined by an independent physician at the Collaborative's expense.

H. In addition to the provisions of Paragraph G, at the discretion of the Executive Director, a doctor's note indicating the nature and continuance of an illness or injury will be required beyond the sixth consecutive school day and for sick days taken prior to or immediately following a school vacation,

weekend, or holiday, whenever sick leave abuse is possibly suspected.

I. Any sick days taken beyond the accumulated leave by ten (10) month employees shall result in the deduction of one-one hundred eighty-second (1/182) of the individual's salary per sick day taken beyond the accumulated leave.

J. The Employer reserves the right to request an employee to consult a doctor and to discontinue the employee's services if in the opinion of the doctor the employee is medically unfit to perform the job. After a serious illness, accident, operation, etc., as determined by the Executive Director, an employee must present the Executive Director with a written statement from his/her doctor stating that he/she is fit to return to work before the employee may return to work. The doctor's note must include a statement that the employee can return to work and perform the essential functions of his/her job.

K. Members of the bargaining units will be notified each pay period of their total accumulated sick hours.

L. Sick Leave Buyback

- A. Employees who have 50 or more accrued sick days by May 1st of each school year who are members of the sick bank, are eligible for a sick leave buy back for up to 5 days. \$55 per day for Unit A workers and \$30 per day for Unit B workers. Employees shall submit a request for the buy back to the Director, or their designee no later than June 1st.
- B. An employee who dies, retires, resigns, or is laid off from service with the SSEC as a result of program elimination or whose program is eliminated from the SSEC, and who has served for ten (10) or more years in the service of the SSEC, is eligible for sick leave buyback subject to the following conditions:
 - 1. The employee must provide notice of his/her irrevocable intent to resign or retire by June 30 of the school year prior to the school year in which he/she intends to resign or retire. For extenuating circumstances, the employee may once in their career, revoke such notice of intent to resign or retire. Such notice is not required when the employee has died while in the service of the SSEC.
 - 2. Retirement or resignation can only take effect on or about the last workday of that school year, unless this requirement is waived by the Executive Director. In the event of the employee's death, payment for sick leave buyback shall be made to his/her estate by the July 30 following the employee's death.
 - 3. Only days in excess of 65 and up to the maximum accumulated sick leave days are subject to buyback.
 - 4. Rate of buyback: \$65.00/day for teachers
\$35.00/day for paraprofessionals

M. Sick Leave Pool

The purpose of the Sick Leave Pool will be to provide its members sick leave with pay for periods of disability resulting from their own catastrophic illness, accident, or injury when the member has exhausted his/her own sick leave.

a. Any employee who so certifies may contribute one (1) sick day annually to the Sick Leave Pool in September or upon initial employment with the Collaborative. By making this contribution of one (1) sick day, the employee becomes a member of the pool.

b. To be eligible for the sick leave pool, the employee must have completed one (1) full school year of service with the Collaborative, and have had ten (10) days of accumulated sick leave prior to the catastrophic illness or accident which has led to the exhaustion of his sick and personal leave. Exceptions can be made in extraordinary circumstances where an employee has dealt with more than one catastrophic illness in a short period of time and the employee has not been able to accrue ten (10) days of sick leave at the beginning of the illness for which he/she is seeking sick leave days from the bank. The written request must be filed, along with medical certification acceptable to the Executive Director in his/her discretion. The medical certification must substantiate the member's inability to work due to the member's own catastrophic illness, accident or injury. A second medical opinion may be required.

c. After consulting with the Union President, the Executive Director shall either approve or deny the request to access the Sick Leave Pool.

d. Upon initial approval, an allowance of up to twenty (20) sick leave days from the Sick Leave Pool may be granted to the member.

e. The decision of the Executive Director shall be final and binding.

f. Any member of the Sick Leave Pool may terminate his/her membership in the Pool in writing by providing the Executive Director written electronic notice by the last workday of the second week in September. Such termination will remain in effect until the member affirmatively re-enrolls in the sick bank. Such re-enrollment must occur before the last workday of the second week in September of the relevant school year for which the member wants to re-enroll. If a member terminates enrollment in the sick bank and then re-enrolls, the member must be enrolled for at least two years to withdraw leave from the sick bank. However, the member may not withdraw any days from the Pool which had previously been contributed. Any member who fails to contribute one (1) day annually shall cease to be a member of the Sick Leave Pool. The Executive Director will notify such member in writing.

g. Once an employee opts into the sick leave pool, he/she shall remain a member from contract year to contract year unless he/she notifies SSEC.

h. Each bargaining unit employee who joins the sick leave pool is required to file an electronic sick leave pool card with the Federation at the time of joining the sick leave pool. A copy of the electronic card will be automatically sent to the Payroll Specialist. By October 1 of each contract

year, the President or his/her designee shall meet with the Payroll Specialist to compare and check that employees who have sick leave pool cards on file with the Federation also have one on file with the Payroll Specialist. An employee must have a sick leave pool card on file in order to use the sick leave pool. Any discrepancies shall be rectified by October 31.

ARTICLE VI

Personal Days

- A. All full-time staff shall be entitled in any one year to three (3) days leave with pay for important personal activity that cannot be conducted outside of school hours. Such personal activity shall include, but not be limited to, business or legal affairs, family emergency, commencement exercises of employee, spouse, or child who will receive a degree or diploma, religious holidays, and any other reason approved by the Executive Director. Except for those situations previously mentioned, personal leave may not be taken either on the day immediately preceding or on the day immediately following a school vacation or holiday, unless the employee has provided thirty (30) days' notice to the employee's program director, the program director has recommended that the day(s) be approved, and the Executive Director has approved, in his/her discretion, the personal day(s) in writing.
- B. Request for personal leave must be submitted to the Executive Director in writing with reason(s) stated at least 48 hours in advance, provided, however, that in cases of emergency, the employee may contact the Program Director by telephone or in person less than 48 hours in advance but not less than one-half hour before the program starts. The Executive Director shall make reasonable efforts to give the day the employee requests. However, the scheduling of personal leave shall be at the sole discretion of the Executive Director.
- C. Personal Leave is not accumulative year to year.
- D. In his discretion, the Executive Director may excuse absences requested in advance by employees for personal emergencies. In such cases, a days pay will be deducted for each day of excused absence if in excess of the number of personal days allowed under this Agreement.
- E. The employee requesting a personal day shall be notified as soon as possible after the personal day is approved.

ARTICLE VII

Bereavement Leave

- A. All full-time employees may request a leave of absence not to exceed five (5) days in the event of the death in the immediate family of the employee or the employee's spouse (i.e., mother, father, wife, husband, son, daughter, brother, sister, or relative residing in the employee's home at the time of death), as well as for grandchild.

All full-time employees may request a leave of absence not to exceed three (3) days in the event of the death of a grandparent.

B. One day may be granted at the discretion of the Executive Director if the deceased is not of the immediate family. In unusual circumstances an employee may request additional days of bereavement leave beyond those set in Paragraphs A and B.

C. This Article shall be subject to the grievance procedure up to the Board level, but shall not be subject to arbitration.

ARTICLE VIII

Educational Leave

A. Educational leaves of absence with pay may be granted to full-time employees at the sole discretion of the Executive Director, to enable the employee to visit other school programs or attend approved education meetings or conferences. Written reports, if requested, shall be submitted.

B. A leave of absence without pay or increment of up to one year for educational reasons may be granted to full-time employees at the sole discretion of the Executive Director. Employees must request such leaves in writing and submit them to the Executive Director for his approval or disapproval. The employee must inform the Program Director of his/her intent to return to work the following school year, by March 31 at the latest. Failure to provide the required notice, and/or failure to return to work on the first workday following the conclusion of the leave of absence, absent extenuating circumstances as determined by the Executive Director, shall be deemed a resignation by the employee.

C. This Article shall be subject to the grievance procedure up to the Board level, but shall not be subject to arbitration.

ARTICLE IX

Leave of Absence for Prolonged Illness

A. Pursuant to the Family Medical Leave Act of 1993, as amended from time to time, a full-time employee, who has completed one year of service, is eligible for up to twelve (12) weeks of unpaid leave each contract year when:

1. The employee has a serious health condition documented by his/her doctor which makes the employee unable to perform the functions of his/her job; or
2. The employee is needed to care for a spouse, child, mother or father who has a serious health condition.

B. Definitions and requirements under the FMLA are found in the FMLA policy and at 29 CFR 825.100 et seq., as amended from time to time.

C. In addition, a full-time employee may be granted a leave of absence without pay or step increment in excess of twelve (12) weeks at the sole discretion of the Executive Director. A request for such leave must

be made in writing to the Executive Director and must be accompanied by such medical documentation as the Executive Director may require.

D. Denial of leave of absence under this Article shall not be arbitrary or capricious.

E. This Article shall be subject to the grievance procedure up to the Board level, but shall not be subject to arbitration.

F. An employee who is on FMLA leave must inform the Program Director of his/her intent to return to work at least two (2) weeks prior to the concluding date of the leave. An employee who is on an extended leave until the conclusion of the school year, must inform the Program Director of his/her intent to return to work the following school year, by March 31 at the latest. If an employee is on an extended leave of absence until the conclusion of the first semester of a school year, he/she must inform the Program Director of his/her intent to return to work the following semester, by November 1 at the latest. Failure to provide the required notice, and/or failure to return to work on the first workday following the conclusion of the leave of absence, absent extenuating circumstances as determined by the Executive Director, shall be deemed a resignation by the employee.

G. Leave taken under this Agreement for reasons covered by any federal or state law, including but not limited to the Family and Medical Leave Act, the Small Necessities Act or the Massachusetts Maternity Leave Act will be considered FMLA, SNLA or MMLA leave as well as leave under this Agreement and leave under any other applicable state and federal law, and will be deducted from the employee's statutory leave entitlement, if any. Employees taking leave for reasons covered by any state or federal law shall be required to comply with such notice and other requirements as may be promulgated by the employer from time to time in its leave policies.

H. If an employee is eligible for FMLA leave due to the serious health condition of a spouse, child, mother or father, the employee shall be eligible to use up to twenty (20) days of accrued sick leave. In such a case, the employee will not be eligible to access the Sick Leave Pool for the four weeks.

ARTICLE X

Parental Leave

A. Upon receipt of at least two (2) weeks' written notice of a bargaining unit employee's anticipated date of departure and intention to return, the Collaborative shall grant a parental leave of absence for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D. FMLA leave shall run concurrent with parental leave. Except to the extent covered by sick leave as set forth below, said leave will be without pay. An employee who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days she is disabled and unable to work. The employee shall submit medical documentation to the Executive Director verifying the disability. Failure to return on the date indicated shall be considered a resignation effective the expected date of return.

B. Non-birth parent shall be eligible to use up to four (4) weeks of accrued sick leave during parental leave, provided that the four weeks' leave must be taken consecutively, and it must be taken within the eight-week parental leave period. Non-birth parents shall not be eligible to access the Sick Leave Pool for the above-referenced four weeks. FMLA leave shall run concurrently with parental leave. Failure to return on the date indicated shall be considered a resignation effective the expected date of return.

C. An employee who has been employed for at least three (3) consecutive months as an employee at the start of a parental leave may, subject to the Executive Director's approval, extend her/his parental leave for a period not exceeding eighteen (18) months for the purpose of child rearing leave. Any child-rearing leave shall be unpaid. The Executive Director's decision is not arbitrable. The employee will provide the Director with at least two (2) weeks' written notice of his/her anticipated date of departure and date of return and shall be restored to his/her previous, or a similar position with the same status, pay, length of service, and seniority, wherever applicable as of the date of the leave. Return to work shall occur effective either on the first or the ninety-first day of school, or on a date mutually agreed to by the Director or his/her designee and the employee. Failure to return on the date indicated shall be considered a resignation effective the expected date of return. FMLA leave shall run concurrent with child-rearing leave

D. Such parental or child-rearing leave shall not affect the employee's right to receive entitled benefits for which he/she was eligible at the date of the leave; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits.

E. Employees who adopt a child shall be eligible to use up to four (4) weeks of accrued sick leave during a parental leave, provided that the four weeks' leave must be taken consecutively, and it must be consistent with the time requirements for adoption leave under MGL c. 149, Section 105D. Failure to return on the date indicated shall be considered a resignation effective the expected date of return.

F. If two employees are eligible for leave under MGL c. 149, Section 105D for the same child, the two employees are entitled to an aggregate of eight (8) weeks of leave and to use an aggregate of forty (40) sick days.

ARTICLE XI

Military Leave

The Collaborative will comply with all applicable state and Federal laws with respect to military leaves of absence provided that an employee who takes military training during the school year must produce a letter from his or her commanding officer which states that training could not be taken during a time when school is not in session.

ARTICLE XII

Grievance and Arbitration Procedure

A. The purpose of this Article is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

B. The term "grievance" shall be defined as only those claims or disputes which allege a specific and direct violation or inequitable application of the express language of a specific provision of this Agreement. A matter which is not specifically covered by a specific provision of the Agreement or which is reserved to the discretion of the Collaborative may not be the subject of a grievance.

C. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate supervisor or processing a grievance on his own behalf up to, but not including arbitration in accordance with the Grievance Procedure, herein outlined, provided, however, that a union representative shall have a right to be present, and no settlement shall be contrary to the express terms of this Agreement.

D. A written description of the facts which the employee is relying upon as the basis of his grievance must be submitted pursuant to the procedure outlined below. A "written description" shall include a concise statement of the facts, the specific language of the specific provision of this Agreement which the employee alleges has been directly violated, the date(s) when the alleged violation(s) occurred, the date(s) of all previous written presentation, and the relief requested. This statement must be signed by the employee.

E. No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below or the grievance will be considered settled on the basis of the last answer given. If a grievance is once settled at any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

F. Grievance hearings shall not normally be scheduled during the grievant's workday, nor without two days advance notice. If a grievance hearing or arbitration is scheduled during the grievant's normal workday then he or she shall suffer no loss of pay for the day or portion thereof when the grievant was required to be absent from duty.

STEP ONE

The aggrieved employee, with or without his Union representative, shall submit a written description of his grievance to his program director or immediate supervisor within ten (10) school days after the circumstances giving rise to the grievance first occurred. Failure to comply with this ten (10) day written notice requirement will result in a waiver of the employee's right to file a grievance.

The Program Director or immediate supervisor shall discuss the problem with the employee within ten (10) school days, after the employee has submitted it in writing, in an effort to resolve the problem. The Program Director/Supervisor shall provide his/her decision in writing within ten (10) school days of the meeting with the employee.

STEP TWO

If the problem is not resolved to the employee's satisfaction with the Program Director/Supervisor, a copy of the written statement of the alleged problem and reason(s) for not being satisfied with the Program Director's solution shall be presented by the employee to the Executive Director within five (5) school days following receipt of the Program Director's or immediate supervisor's decision. Within five (5) school days

of the receipt of the statement, the Executive Director shall review the concern with the employee, with or without his union representative. The Executive Director shall provide his decision in writing within five (5) school days of the meeting with the employee.

STEP THREE

If the problem or concern is not resolved by the Executive Director to the employee's satisfaction, the employee shall, within five (5) school days following receipt of the Executive Director's decision, submit to the Board a request for a meeting and a copy of the written statement of the problem and the reason(s) for not being satisfied with the Program Director's and Executive Director's solution. The Collaborative Board will meet with the employee, with or without his union representative at the next regularly scheduled Board Meeting, provided the statement was received by the Chairperson at least ten (10) school days before the meeting. The Board will review the problem, and render its decision within ten (10) school days thereafter.

STEP FOUR

If settlement is not reached in Step Three, then the Union may, by written notice to the Management, demand that the written grievance be submitted to arbitration provided that such notice is given within five (5) school days after the Employer has given its decision in Step Three. The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within ten (10) school days after receipt of such written notice submitting the grievance to arbitration, the matter shall be submitted within ten (10) school days to an arbitrator appointed under the rules of the American Arbitration Association. The arbitrator shall have no authority to add to, subtract from, change, or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties.

The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and shall not have any authority to establish salaries or other forms of compensation. The arbitrator shall not have any authority to change the established salary schedule or other terms of compensation as provided in this Agreement, to establish any terms or conditions of employment or to add to, subtract from, modify, or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to make any decisions or award retroactive beyond the date on which the grievance was first filed at Step One.

The time limits specified in this Section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the Executive Director and Chairman of the Board and the Union.

ARTICLE XIII

Scope of the Agreement

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations and disposes of all issues between the parties. The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and

opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Union therefore, voluntarily and without qualifications, waives any rights it may have had in this respect and agrees that the Employer shall not be obligated to bargain collectively unless mutually agreed by the Union and the Employer with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

B. The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No change or modifications of this Agreement shall be binding on either the Union or the Employer unless reduced to writing and executed by their respective duly-authorized representatives.

ARTICLE XIV

No Strike

A. The Union and the Employer agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union and the employees within the bargaining unit, both individually and collectively, in consideration of the value of this Agreement and its terms and conditions and the legislation which engendered it, will not authorize, cause, instigate, sanction, or condone or take part in any work stoppage or delay, strike, walkout, slow-downs work to rule or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement.

B. Recognizing that the foregoing is the stated public policy of the Commonwealth and the Nation, it is to be understood and specifically agreed that any employee who engages in such activity may be suspended, terminated, or otherwise disciplined at the option of the Employer. This paragraph shall not be subject to the grievance or arbitration procedure except as to an issue of fact as to whether a member has engaged in such activities, which may be subject to the grievance or arbitration procedure.

C. The Employer may petition the Court for an injunction and seek any other appropriate remedies.

D. The Union and all of its officers and representatives will take all possible steps to prevent any of the actions mentioned in paragraph A. If any of the actions in Paragraph A occur, the Union shall take all possible steps to ensure that such actions cease forthwith.

ARTICLE XV

Length of School Year, Day, and Responsibilities

A. The Collaborative Board determines, subject to the laws and regulations of the Commonwealth of Massachusetts, the length of the school day and the number of days in the school year.

The work day for full-time paraprofessional employees shall be the same as for professionals in the program to which they are assigned. If the full-time paraprofessional employee is assigned to work at the building for an excess of forty (40) hours in any work week, he/she shall receive time and one-half their regular hourly

rate for each hour in excess of forty.

B. The length of the School year for professionals and paraprofessionals (other than new personnel who may be required to attend one day orientation meetings) shall normally be no longer than 183 working days.

Normally, the school calendar shall correspond with the school calendar in which the program is located. Whenever schools are closed or delayed opening in the town in which program is located, the Collaborative program in that town will also be closed or delayed opening for staff with the exception that when schools in a participating town are closed due to religious holidays, the Collaborative's Executive Director will have the discretion to keep the Collaborative program in the town open.

In the event of a delayed openings for students, staff will not be penalized if they arrive after the scheduled start time for staff, but before students arrive if the later arrival is due to safety concerns.

C. All professionals and paraprofessionals shall be on duty continuously during school hours and for such reasonable periods of time before and after school hours, including evening meetings for which at least one week prior notice will be given, as their Program Director and/or Executive Director deem necessary for the proper functioning of the educational program. Employees are expected to be on duty at least 15 minutes before opening of school and available after school for dismissal purposes, and to provide additional help to students and/or meet with parents and/or Local Education Agency (LEA) Special Education personnel by appointment.

D. All programs at 75 Abington St. Hingham will have 7.5 hours, with unpaid lunch to be taken at the end of each day. Given the extended day, Mini-School will have a 39 hour work week with a paid lunch. If the program director, administrator or designee for programs in Hingham decides due to the demands of a program or the needs of a student, that an employee must work during their lunch, that employee will be paid at their hourly rate for the time that they are working. If program directors in Hingham identify trends of employees having to work during their lunch, they will work to address the issue and ensure coverage.

E. The starting and dismissal times for students and employees shall be established by the Board.

F. A diversified program of in-service training shall be provided for all professionals and paraprofessionals. Such programs shall be conducted during release days. Professionals and paraprofessionals shall attend staff meetings as called by Program Directors. Unless excused by the Program Director, a professional and/or paraprofessional must attend all meetings called by the Program Director. No after-school sessions shall be conducted except in emergencies. The Program Director shall give Professionals and Paraprofessionals at least one (1) school day's advance notice of all meetings, except in an emergency.

G. As in the past, individual conferences with the Program Director or Executive Director outside of regular school hours may be conducted.

H. Professionals are encouraged to participate in activities of parent-teacher groups and other school-community organizations.

- I. A professional's basic work load shall include classroom teaching and all relevant activity which must be carried out to ensure quality teaching performance and effective instruction.
- J. The Board will establish and maintain class sizes in accordance with State regulations.
- K. Whenever a paraprofessional is assigned to a program the paraprofessional shall be assigned to accompany the professional and the class on field trips and while attending special programs, unless the paraprofessional must remain in the classroom with students who are not able to attend the field trip or special program.
- L. Employees may not be dismissed or suspended without just cause. This standard shall only apply to employees who have been employed for three or more consecutive years. In addition, if this matter is grieved, the standard for the arbitrator shall be "Was the action taken by the committee arbitrary or capricious?"
- M. Whenever practical and absent budgetary constraints, all full time 35 hour weekly professionals shall receive 200 minutes per week for planning purposes. Professionals working part time will receive prorated planning time.
- N. If a substitute professional is necessary and the employer requires an assigned professional to fill that course, he/she shall receive \$10.00 per period.
- O. The Employer shall have the option of extending the educational year as set out under B an additional four (4) days.
- P. A full-time employee who is required by an administrator to provide/present staff training/development beyond his/her regular work day shall be compensated at the rate of \$35.00/per hour for such staff training/development.
- Further, an employee who is asked/required by his administrator to provide/present staff training/development during his/her regular workday shall be paid for up to five (5) hours of preparation or follow-up activities (e.g., correcting and scoring a test) at the rate of thirty-five (\$35.00) per hour². He/she must submit a written request for such pay within ten (10) school days of the date of the presentation/training.
- Q. Programs shall be closed on the Friday before Labor Day.
- R. Employees in all programs within the Collaborative may leave when students leave and the Program Director dismisses them, on the Wednesday before Thanksgiving. It is understood and agreed that all employees shall be able to leave no later than forty-five (45) minutes after the last student has left the program.
- S. 7D driver's license- SSEC will pay the cost of the annual physical associated with acquiring or maintaining a 7D license for Unit A and Unit B employees who are required or asked to transport students

for school related purposes in an SSEC vehicle when the employee accesses SSEC's provider for such a physical. Unit B employees with a 7D license who drive as part of a school trip will receive the teacher sub rate (currently \$20 per hour) for the duration of that trip beginning when they leave their SSEC location and ending when they return. The minimum sub hour requirements will not pertain to this provision. Unit A employees with 7D licenses who drive will be paid at their regular rate.

T. Effective September 1, 2025, the Collaborative will post a Lead Paraprofessional role for each program that has 12 or more paraprofessionals. Applicants must have at least two years of experience as a Paraprofessional or as Qualified Employees in the program for which they apply, certified in WELLE for the school year including both physical and nonphysical WELLE interventions and well versed in the different classroom's specific needs and protocols.

The Lead Para's will be responsible for assisting with orientation of newly hired paraprofessionals in their respective programs.

Roles and responsibilities of the Lead Para would be as follows:

- The Lead Para's will help to train new staff in program/classroom specific protocols, behavior plans, and/or medical or related duties.
- The Lead Para will schedule and assist in scheduling and communication to help retrain or refresh training throughout the year as the classroom needs change to ensure staff are versatile and trained in program/classroom specific protocols, behavior plans, and/or medical related duties throughout the school year.
- The Lead Para will facilitate answering or directing questions or concerns as appropriate throughout the school year.
- Provide and/or facilitate student specific competencies (positioning, transfers, toileting, behavior management systems).
- Be available to answer questions beyond their first day, including occasional check-ins with Paraprofessionals.

Training will take place during school hours in order to be able to work directly with the staff and students to allow for direct feedback and training. The Lead Para's shall be compensated at a rate of \$1000 per school year.

ARTICLE XVI

Transfers

A. The Board and the Federation recognize that some transfer of employees is unavoidable. The Board reserves the right to assign employees as it determines necessary.

B. All involuntary transfers of members of the bargaining unit shall be based on need. In the event of such a transfer, the principle of seniority in the SSEC shall be utilized, provided that the employee is properly qualified and is in the best interest of the SSEC.

C. Management will consider requests for, or to be excluded from a specific assignment, but retains ultimate authority to make such assignments. Requests for transfer must be submitted each year on or before March 1. If a vacancy occurs during the school year, employees may request a transfer to the vacant position at the time the vacancy occurs.

D. The provisions of this Article will be subject to the grievance procedure up to the Board level, but shall not be subject to arbitration.

ARTICLE XVII

Vacancies and Promotions

Application for Promotion

A. When vacancies occur in existing positions, or when new positions are created, the following procedure shall be employed:

1. SSEC can choose to publish an ad or ads in various publications or online;
2. An ad is placed on the SSEC website under "Employment Opportunities"; and
3. SSEC sends out an email to all employees listing the positions to be filled. In addition, a separate email will be sent to the President to inform him/her that the general email has been sent to all employees.

B. Qualifications, requirements, duties, and other pertinent information shall be set forth in the notice.

C. All applications shall be reviewed.

D. Any vacancies for a Unit-A position that exceeds 20 workdays, shall be posted internally to all members as an open substitute position pending the SSEC's process of the filling of the vacancy.

E. The decision as to whether to fill a vacancy or make a promotion, and decision, regarding the filling of vacancies, and promotions, will be based on the Executive Director and Collaborative Board's judgment as to what will best serve the interests of the students and the Collaborative. Where in the judgment of management two or more applicants are equally qualified, the more senior applicant will be given preference. Sole discretion for this decision rests with the Executive Director and Collaborative Board, and its decision shall not be grievable or arbitrable.

ARTICLE XVIII
Union Privileges and Responsibilities

A. As sole collective bargaining agent the Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex or marital status. The Federation will represent equally all persons without regard to membership, participation in or activities in any employee organization.

B. The Federation shall furnish the Board with a list of its officers, and authorized Union Representatives, and shall as soon as possible notify the Board in writing of any changes. No Federation Representative shall be recognized by the Board except those designated in writing by the Federation.

C. Nothing contained herein shall be construed to permit an organization other than the Federation to appear in an official capacity in the processing of a grievance.

D. The Federation agrees that no employee(s) will engage in Union activity during the time he is assigned to teaching or other duties.

The Federation representative shall have the right to process and investigate grievances and to meet with the parties concerned during non-assigned times.

E. Official representatives of the Union shall have the right to schedule Union meetings of the members in the school before or after regular school hours, provided that the Union has notified the Executive Director of the time and place of the meeting, and the Executive Director has approved such request, such approval not to be unreasonably withheld.

F. Federation notices may be posted on bulletin boards located in the teachers' lounge in school buildings, subject to the following conditions:

1. The notice shall be signed by an authorized representative of the Federation.
2. The contents of the notice shall be limited to the announcement of recreation or social activities, and minutes and announcements of elections, results of election, appointments, and other material dealing with proper and legitimate business of the union.

G. The Federation may use Collaborative mailboxes for distribution of materials, provided no such materials are derogatory or inflammatory.

H. Union officers may be excused from class, without loss of pay, to meet with the Executive Director to discuss important matters in an emergency situation when an after-school meeting is not practical due to the situation.

ARTICLE XIX
Dues Deduction

A. Payroll dues deductions shall be made according to the following procedure:

TO: South Shore Educational Collaborative

I hereby authorize and direct the Treasurer to deduct from the portion of my salary due me the amount and at the times as certified by the South Shore Collaborative Federation as the current rate of dues.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the South Shore Collaborative Federation, Local 3961, AFT Massachusetts, AFL-CIO.

In consideration of the above described service rendered by the South Shore Educational Collaborative Board, the undersigned hereby releases and discharges the South Shore Educational Collaborative Board of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon thirty (30) days notice to the South Shore Educational Collaborative and the South Shore Collaborative Federation or upon termination of my employment. It is understood that this service shall be limited to the South Shore Collaborative Federation Local 3961, AFT Massachusetts, AFL-CIO, as my exclusive bargaining agent.

It is agreed that no partial deductions will be made, and that this authorization shall terminate with the collective bargaining agreement.

Employee's signature

Effective Date

Social Security Number

Position

Last Name First Middle (print)

B. The Federation shall indemnify and save the Collaborative harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the Collaborative for the purpose of complying with any deduction authorization furnished to the Collaborative.

C. Dues deductions shall be made on a bi-weekly basis and the aggregate dues remitted to Local 3961 monthly.

ARTICLE XX

General

- A. Where possible, every class will be held in a properly heated, lighted, and ventilated classroom.
- B. Information:
1. Teachers shall be notified at the beginning of the school year of the following information: the budget for their class, whenever possible; the name of the attending doctor of the Collaborative; and the date on which pupil progress reports are due.
 2. The Collaborative shall also furnish the following information at the start of the school year to the president of the union: Rules and regulations of the Board; a list of Board Meeting dates; the school calendar; position openings; and a personnel list including names, addresses, and steps which shall be updated.
 3. All official circulars shall be posted on school bulletin boards for the inspection of employees. The Board and the Union will share equally the cost of providing sufficient copies of this Agreement. The Federation will distribute copies of this Agreement and will have copies available by request to an employee within the units.
- C. Determination with respect to the kinds of teaching materials purchased shall be made by academic personnel with the approval of the Executive Director. The parties agree to continued consultation with a view to initiating a more intensive and effective program.
- D. Acceptance of a student teacher or intern shall be voluntary. Advance notice of the assignment of a student teacher or intern should be provided.
- E. The Collaborative will conduct a Criminal Offender Record Information (CORI) check on all new hires. Additionally, the Collaborative will perform a CORI check on each bargaining unit member once every three years, or more often, if there is a reasonable basis for an interim review of an employee's CORI record. Each year, one third of all bargaining unit members will have their CORI record checked. Consistent with 603 CMR sect. 51.00, all new hires and current employees will be subject to the requirements of fingerprinting as a condition of employment at employees' expense.
- F. All employees will be informed and apprised through a memorandum at the beginning of the school year (no later than September 15th) the policy for supply reimbursement and program credit card privileges.
- G. Employees will be responsible for keeping keys/FOBs for the entire school year. Employees are financially and operationally responsible for any lost keys/FOBs. For all employees who resign or do not renew their employment, those employees will participate in an exit interview and will verify the employees' reasons for leaving.

ARTICLE XXI

Teacher Evaluation

- A. The observation and evaluative judgment of the Administration shall be final and binding provided

that the exercise of such judgment is not arbitrary and capricious.

B. The evaluation procedures and forms outlined in the Memorandum of Agreement attached to the collective bargaining agreement as an appendix shall be applicable for the term of this collective bargaining agreement.

ARTICLE XXII

Reduction in Force

A. The SSEC retains the right to determine the number of positions which are needed in the SSEC and also retains the right to determine the employees to be laid off and recalled, in accordance with this article.

B. In determining the order in which employees who have been employed by the SSEC shall be laid off within a discipline, the SSEC will consider the following factors:

1. professional training as evidenced by column placement on the salary schedule.
2. seniority within a program as defined by paragraph E.
3. history of work performance for the SSEC.
4. needs of the SSEC.
5. appropriate certification.
6. total number of years of continuous service in the SSEC.

C. When, save for seniority, the foregoing factors are in the judgment of the SSEC substantially equal, seniority shall govern within the discipline.

D. For purposes of this article, discipline categories shall include:

- | | |
|---|--|
| 1. teacher | 11. milieu coordinator |
| 2. speech therapist | 12. vision therapist |
| 3. paraprofessional | 13. adaptive physical education teacher |
| 4. school psychologist | 14. music therapist |
| 5. case manager | 15. milieu assistant |
| 6. nurse | 16. behavior specialist |
| 7. social worker/adjustment counselor | 17. certified occupational therapy assistant |
| 8. physical therapist | 18. certified physical therapy assistant |
| 9. occupational therapist | 19. certified speech/language assistant |
| 10. transition/career education teacher | |

The disciplines are subject to change based on the situation in the Collaborative.

E. For purposes of this article, seniority is defined as the number of years in the present permanent

position in a specific Collaborative program and/or a specific LEA Credit for part-time employment shall be computed as follows:

7 hrs. 59 min./wk. =

1/4 years experience

15 hrs. 59 min./wk. =

1/2 years experience

24 hrs. 59 min./wk. =

3/4 years experience

F. Persons who were employed by the Collaborative who have been laid off pursuant to this article shall, for one (1) year after the effective date of layoff, be placed on a recall list.

G. Laid off employees shall be responsible for promptly notifying the Collaborative of any changes in their names, addresses, or availability for work.

H. Within a specific, present program and/or a specific, present L.E.A., employees laid off pursuant to this article shall be recalled in the inverse order by which they were laid off. Failure to accept an offer of employment in a position similar to that previously held shall terminate the employee's recall rights.

ARTICLE XXIII Resignation or Retirement

It is the consensus of the parties to this Agreement that employees should not resign without due notice to the Administration to allow it a reasonable time prior to the summer months for the hiring of a replacement and whenever possible the employee's notification of termination should be filed before February 1 of the year in which the termination is to take effect.

In order to leave the South Shore Educational Collaborative in good standing, a bargaining unit member in Unit A shall notify the Executive Director of his/her intention to leave the SSEC in writing no less than thirty (30) calendar days in advance of his/her date of departure. Any bargaining unit member who fails to notify the Executive Director in writing at least thirty (30) calendar days in advance of his/her date of departure shall have a letter placed into his/her personnel file documenting that he/she did not leave the Collaborative in good standing. By mutual agreement, the parties may either reduce or waive the thirty (30) day requirement.

ARTICLE XXIV LABOR MANAGEMENT COMMITTEE

A joint Labor Management Committee is hereby established to consider matters of mutual interest to the Collaborative and the Union. The Labor Management Committee shall consist of the Executive Director and no more than (2) representatives of the Collaborative selected by the Director, and the President of the Union and no more than (2) other representatives of the Union selected by the President. Nothing contained herein shall be construed to inhibit the Labor Management Committee from carrying out its purpose by subcommittee or by any other agreed upon method reasonably suited to its purposes.

The Labor Management Committee shall meet (2) times year unless mutually agreed upon by the Collaborative's Executive Director and the Union President. The Labor Management Committee shall also be convened upon request of either party. It is understood that the Labor Management Committee will provide a forum to:

1. Allow the Collaborative and the Federation an opportunity to identify and resolve common issues which are normally outside of the collective bargaining agreement.
2. Maintain an ongoing dialogue through which the parties will be able to communicate with equal opportunity in an atmosphere of cooperation.
3. Provide for non-adversarial relationship for resolving common problems and reaching common goals.

4. Provide for the discussion of problems that might otherwise develop into disputes.

ARTICLE XXV

Duration

This Agreement will be effective as of September 1, 2025 and will continue and remain in full force and effect until August 31, 2028.

ARTICLE XXVI

Jury Duty

The Board agrees to pay regular compensation to an employee for the first three (3) days of jury duty as required by Chapter 234A, Section 48, and the difference between the employee's wages and the compensation received by the employee for jury duty thereafter pursuant to Chapter 234A, Section 51

IN WITNESS WHEREOF, the parties hereunto set their hands this ____th day of May, 2025.

South Shore Educational Collaborative Board

South Shore Collaborative Federation
Local 361, AFT Massachusetts, AFL-CIO

APPENDIX A SALARY SCHEDULE

PROFESSIONAL												
Unit A												
Pr26	Bachelors	Hourly	Masters	Hourly	Masters +15	Hourly	Masters +30	Hourly	Masters +45 CAGS	Hourly	Doctorate	Hourly
STEP 1	\$57,685.33	\$45.03	\$63,453.86	\$49.53	\$69,040.21	\$50.77	\$66,696.21	\$52.04	\$68,332.87	\$53.34	\$70,362.86	\$54.94
STEP 2	\$59,992.74	\$46.83	\$65,992.02	\$51.52	\$71,641.82	\$52.80	\$69,332.86	\$54.12	\$71,066.18	\$55.48	\$73,198.17	\$57.14
STEP 3	\$62,392.45	\$48.71	\$68,831.70	\$53.58	\$74,347.49	\$54.92	\$72,106.18	\$56.29	\$73,908.83	\$57.70	\$76,126.10	\$59.43
STEP 4	\$64,888.15	\$50.65	\$71,376.97	\$55.72	\$77,161.39	\$57.11	\$74,990.42	\$58.54	\$76,865.19	\$59.00	\$79,171.14	\$61.80
STEP 5	\$67,483.68	\$52.68	\$74,232.04	\$57.95	\$80,087.85	\$59.40	\$77,960.04	\$60.88	\$79,939.79	\$62.40	\$82,337.99	\$64.28
STEP 6	\$70,183.02	\$54.79	\$77,201.33	\$60.27	\$83,131.36	\$61.77	\$81,109.64	\$63.32	\$83,137.38	\$64.90	\$85,631.51	\$66.85
STEP 7	\$72,990.34	\$56.98	\$80,289.38	\$62.68	\$86,296.81	\$64.24	\$84,354.03	\$65.85	\$86,462.88	\$67.50	\$89,096.77	\$69.52
STEP 8	\$75,909.96	\$59.26	\$83,500.95	\$65.18	\$89,588.48	\$66.81	\$87,728.19	\$68.48	\$89,921.39	\$70.20	\$92,619.04	\$72.30
STEP 9	\$78,946.36	\$61.63	\$86,840.99	\$67.79	\$93,012.02	\$69.49	\$91,237.32	\$71.22	\$93,518.25	\$73.00	\$96,323.80	\$75.19
STEP 10	\$82,104.21	\$64.09	\$90,314.63	\$70.50	\$96,572.50	\$72.27	\$94,896.81	\$74.07	\$97,258.98	\$75.92	\$100,176.75	\$78.20
STEP 11	\$85,388.38	\$66.66	\$93,927.22	\$73.32	\$100,275.40	\$75.16	\$98,692.28	\$77.04	\$101,149.34	\$78.96	\$104,163.82	\$81.33
STEP 12	\$88,803.91	\$69.32	\$97,684.31	\$76.26	\$104,126.41	\$78.16	\$102,629.57	\$80.12	\$105,195.31	\$82.12	\$108,361.17	\$84.98
STEP 13	\$92,356.07	\$72.10	\$101,591.68	\$79.31	\$108,131.47	\$81.29	\$106,734.76	\$83.32	\$109,403.13	\$85.40	\$112,685.22	\$87.97
STEP 14	\$96,050.31	\$74.98	\$105,655.35	\$82.48	\$112,296.73	\$84.54	\$111,004.15	\$86.65	\$113,779.25	\$88.62	\$117,192.63	\$91.49
PROFESSIONAL												
Unit A												
Pr27	Bachelors	Hourly	Masters	Hourly	Masters +15	Hourly	Masters +30	Hourly	Masters +45 CAGS	Hourly	Doctorate	Hourly
STEP 1	\$59,990.10	\$46.90	\$65,516.11	\$51.14	\$71,154.02	\$52.42	\$68,832.87	\$53.73	\$70,553.69	\$55.08	\$72,670.30	\$56.73
STEP 2	\$61,942.51	\$48.35	\$68,136.76	\$53.19	\$73,840.18	\$54.52	\$71,596.18	\$55.88	\$73,375.84	\$57.28	\$75,577.11	\$59.00
STEP 3	\$64,420.21	\$50.29	\$70,862.23	\$55.32	\$76,633.78	\$56.70	\$74,449.63	\$58.12	\$76,310.87	\$59.57	\$78,600.19	\$61.36
STEP 4	\$66,997.02	\$52.30	\$73,696.72	\$57.53	\$79,599.13	\$58.97	\$77,427.61	\$60.44	\$79,363.30	\$61.95	\$81,744.20	\$63.81
STEP 5	\$69,676.90	\$54.39	\$76,644.59	\$59.83	\$82,690.70	\$61.33	\$80,524.72	\$62.86	\$82,537.84	\$64.43	\$85,013.97	\$66.37
STEP 6	\$72,463.97	\$56.57	\$79,710.37	\$62.23	\$85,703.13	\$63.78	\$83,746.71	\$65.38	\$85,839.35	\$67.01	\$88,414.53	\$69.02
STEP 7	\$75,362.53	\$58.83	\$82,898.78	\$64.71	\$88,971.25	\$66.33	\$87,095.53	\$67.99	\$89,272.92	\$69.69	\$91,961.11	\$71.78
STEP 8	\$78,377.03	\$61.18	\$86,214.74	\$67.30	\$92,370.10	\$68.99	\$90,579.36	\$70.71	\$92,843.94	\$72.48	\$95,629.18	\$74.65
STEP 9	\$81,512.11	\$63.63	\$89,663.32	\$69.99	\$95,904.91	\$71.74	\$94,202.53	\$73.54	\$96,557.59	\$75.38	\$98,454.32	\$77.64
STEP 10	\$84,772.60	\$66.18	\$93,240.86	\$72.79	\$99,581.10	\$74.61	\$97,970.63	\$76.48	\$100,419.90	\$78.39	\$103,432.49	\$80.74
STEP 11	\$88,163.90	\$68.82	\$96,979.85	\$75.71	\$103,404.35	\$77.60	\$101,889.46	\$79.54	\$104,436.69	\$81.53	\$107,599.79	\$83.97
STEP 12	\$91,690.04	\$71.58	\$100,859.05	\$78.73	\$107,380.52	\$80.70	\$105,965.04	\$82.72	\$108,614.16	\$84.79	\$111,872.99	\$87.33
STEP 13	\$95,357.64	\$74.44	\$104,893.41	\$81.88	\$111,515.74	\$83.93	\$110,203.84	\$86.03	\$112,958.73	\$88.18	\$116,347.49	\$90.83
STEP 14	\$99,171.95	\$77.42	\$109,089.14	\$85.16	\$115,816.37	\$87.29	\$114,616.78	\$89.47	\$117,477.08	\$91.71	\$121,001.39	\$94.46
PROFESSIONAL												
Unit A												
Pr28	Bachelors	Hourly	Masters	Hourly	Masters +15	Hourly	Masters +30	Hourly	Masters +45 CAGS	Hourly	Doctorate	Hourly
STEP 1	\$61,465.81	\$48.01	\$67,645.39	\$52.81	\$73,336.52	\$54.13	\$71,099.93	\$55.48	\$72,846.68	\$56.87	\$75,032.08	\$58.57
STEP 2	\$63,955.64	\$49.93	\$70,351.20	\$54.92	\$76,109.98	\$56.29	\$73,912.73	\$57.70	\$75,760.55	\$59.14	\$78,033.37	\$60.92
STEP 3	\$66,513.86	\$51.92	\$73,165.25	\$57.12	\$79,094.38	\$58.54	\$76,869.24	\$60.01	\$78,790.97	\$61.51	\$81,154.70	\$63.35
STEP 4	\$69,144.42	\$54.00	\$76,091.86	\$59.40	\$82,294.16	\$60.89	\$79,944.01	\$62.41	\$81,942.61	\$63.97	\$84,400.89	\$65.89
STEP 5	\$71,841.40	\$56.16	\$79,135.53	\$61.78	\$85,113.92	\$63.32	\$82,741.77	\$64.90	\$85,220.32	\$66.53	\$87,776.92	\$68.52
STEP 6	\$74,619.05	\$58.41	\$82,300.96	\$64.25	\$88,358.48	\$65.85	\$85,967.44	\$67.50	\$88,629.13	\$69.19	\$91,288.00	\$71.26
STEP 7	\$77,471.81	\$60.74	\$85,592.99	\$66.82	\$91,732.82	\$68.49	\$89,326.14	\$70.20	\$92,174.29	\$71.95	\$94,939.52	\$74.11
STEP 8	\$80,404.29	\$63.17	\$89,016.71	\$69.49	\$95,242.13	\$71.23	\$92,823.19	\$73.01	\$95,661.26	\$74.83	\$98,737.10	\$77.08
STEP 9	\$83,416.26	\$65.70	\$92,577.38	\$72.27	\$98,891.82	\$74.08	\$96,264.11	\$75.93	\$98,695.72	\$77.83	\$101,896.59	\$80.16
STEP 10	\$86,527.71	\$68.33	\$96,280.48	\$75.16	\$102,687.49	\$77.04	\$100,154.68	\$78.97	\$103,683.54	\$80.94	\$106,794.05	\$83.37
STEP 11	\$89,738.82	\$71.06	\$100,131.70	\$78.17	\$106,634.99	\$80.12	\$103,800.86	\$82.12	\$107,830.89	\$84.18	\$111,065.81	\$86.70
STEP 12	\$93,059.97	\$73.90	\$104,136.96	\$81.29	\$110,740.39	\$83.33	\$107,608.90	\$85.41	\$112,144.12	\$87.54	\$115,508.44	\$90.17
STEP 13	\$96,496.77	\$76.86	\$108,302.44	\$84.55	\$115,010.00	\$86.66	\$112,765.25	\$88.83	\$116,629.89	\$91.05	\$120,128.78	\$93.76
STEP 14	\$100,056.04	\$79.93	\$112,634.54	\$87.93	\$119,490.40	\$90.13	\$117,336.66	\$92.38	\$121,295.08	\$94.69	\$124,933.93	\$97.53

Milieu Coordinators				
Unit A	Milieu Coordinators		Milieu Coordinators Bachelors	
FY26	School Year	Hourly	School Year	Hourly
STEP 1	\$44,989.54	\$35.12	\$47,239.01	\$36.88
STEP 2	\$46,789.12	\$36.53	\$49,128.58	\$38.35
STEP 3	\$48,660.68	\$37.99	\$51,093.72	\$39.89
STEP 4	\$50,607.11	\$39.51	\$53,137.47	\$41.48
STEP 5	\$52,631.40	\$41.09	\$55,262.97	\$43.14
STEP 6	\$54,736.65	\$42.73	\$57,473.48	\$44.87
STEP 7	\$56,926.12	\$44.44	\$59,772.42	\$46.66
STEP 8	\$59,203.16	\$46.22	\$62,163.32	\$48.53
Unit A	Milieu Coordinators		Milieu Coordinators Bachelors	
FY27	School Year	Hourly	School Year	Hourly
STEP 1	\$46,451.70	\$36.26	\$48,774.28	\$38.08
STEP 2	\$48,309.77	\$37.71	\$50,725.25	\$39.60
STEP 3	\$50,242.16	\$39.22	\$52,754.26	\$41.18
STEP 4	\$52,251.84	\$40.79	\$54,864.43	\$42.83
STEP 5	\$54,341.92	\$42.42	\$57,059.01	\$44.54
STEP 6	\$56,515.59	\$44.12	\$59,341.37	\$46.32
STEP 7	\$58,776.22	\$45.88	\$61,715.03	\$48.18
STEP 8	\$61,127.27	\$47.72	\$64,183.63	\$50.10
Unit A	Milieu Coordinators		Milieu Coordinators Bachelors	
FY28	School Year	Hourly	School Year	Hourly
STEP 1	\$47,961.38	\$37.44	\$50,359.45	\$39.31
STEP 2	\$49,879.83	\$38.94	\$52,373.82	\$40.89
STEP 3	\$51,875.03	\$40.50	\$54,468.78	\$42.52
STEP 4	\$53,950.03	\$42.12	\$56,647.53	\$44.22
STEP 5	\$56,108.03	\$43.80	\$58,913.43	\$45.99
STEP 6	\$58,352.35	\$45.55	\$61,269.97	\$47.83
STEP 7	\$60,686.44	\$47.37	\$63,720.77	\$49.74
STEP 8	\$63,113.90	\$49.27	\$66,269.60	\$51.73

Therapy and Nursing (LPN) Assistants						
	FY26		FY27		FY28	
	ASSOCIATES		ASSOCIATES		ASSOCIATES	
Unit B	Annual	Hourly	Annual	Hourly	Annual	Hourly
STEP 1	\$51,138.51	\$39.92	\$52,800.52	\$41.22	\$54,516.53	\$42.56
STEP 2	\$53,184.05	\$41.52	\$54,912.54	\$42.87	\$56,697.19	\$44.26
STEP 3	\$55,311.42	\$43.18	\$57,109.04	\$44.58	\$58,965.08	\$46.03
STEP 4	\$57,523.87	\$44.91	\$59,393.40	\$46.36	\$61,323.69	\$47.87
STEP 5	\$59,824.83	\$46.70	\$61,769.14	\$48.22	\$63,776.63	\$49.79
STEP 6	\$62,217.82	\$48.57	\$64,239.90	\$50.15	\$66,327.70	\$51.78
STEP 7	\$64,706.53	\$50.51	\$66,809.50	\$52.15	\$68,980.81	\$53.85
STEP 8	\$67,294.80	\$52.53	\$69,481.88	\$54.24	\$71,740.04	\$56.00
STEP 9	\$69,986.59	\$54.63	\$72,261.15	\$56.41	\$74,609.64	\$58.24
STEP 10	\$72,786.05	\$56.82	\$75,151.60	\$58.67	\$77,594.03	\$60.57
STEP 11	\$75,697.49	\$59.09	\$78,157.66	\$61.01	\$80,697.79	\$63.00
STEP 12	\$78,725.39	\$61.46	\$81,283.97	\$63.45	\$83,925.70	\$65.52
	FY26		FY27		FY28	
	BACHELORS		BACHELORS		BACHELORS	
Unit B	Annual	Hourly	Annual	Hourly	Annual	Hourly
STEP 1	\$55,229.60	\$43.11	\$57,024.56	\$44.52	\$58,877.86	\$45.96
STEP 2	\$57,438.78	\$44.84	\$59,305.54	\$46.30	\$61,232.97	\$47.80
STEP 3	\$59,736.33	\$46.63	\$61,677.76	\$48.15	\$63,682.29	\$49.71
STEP 4	\$62,125.78	\$48.50	\$64,144.87	\$50.07	\$66,229.58	\$51.70
STEP 5	\$64,610.81	\$50.44	\$66,710.67	\$52.08	\$68,878.76	\$53.77
STEP 6	\$67,195.25	\$52.46	\$69,379.09	\$54.16	\$71,633.91	\$55.92
STEP 7	\$69,883.06	\$54.55	\$72,154.26	\$56.33	\$74,499.27	\$58.16
STEP 8	\$72,678.38	\$56.74	\$75,040.43	\$58.58	\$77,479.24	\$60.48
STEP 9	\$75,585.51	\$59.01	\$78,042.04	\$60.92	\$80,578.41	\$62.90
STEP 10	\$78,608.94	\$61.37	\$81,163.73	\$63.36	\$83,801.55	\$65.42
STEP 11	\$81,753.29	\$63.82	\$84,410.28	\$65.89	\$87,153.61	\$68.04
STEP 12	\$85,023.42	\$66.37	\$87,786.69	\$68.53	\$90,639.75	\$70.76

Paraprofessional				
Unit B	35 HOURS		60 CREDITS/35 HOURS	
FY26	HOURLY	SCHOOL YEAR	HOURLY	SCHOOL YEAR
STEP 1	\$22.34	\$28,618.28	\$22.90	\$29,333.74
STEP 2	\$23.16	\$29,666.42	\$23.74	\$30,408.08
STEP 3	\$24.01	\$30,756.48	\$24.61	\$31,525.39
STEP 4	\$24.89	\$31,890.14	\$25.52	\$32,687.39
STEP 5	\$25.82	\$33,069.15	\$26.46	\$33,895.87
STEP 6	\$26.77	\$34,295.31	\$27.44	\$35,152.70
STEP 7	\$27.77	\$35,570.53	\$28.46	\$36,459.79
STEP 8	\$28.80	\$36,896.75	\$29.52	\$37,819.17
STEP 9	\$29.88	\$38,276.02	\$30.63	\$39,232.92
STEP 10	\$31.00	\$39,710.47	\$31.77	\$40,703.23
STEP 11	\$32.16	\$41,202.29	\$32.97	\$42,232.34
STEP 12	\$33.45	\$42,850.38	\$34.29	\$43,921.64
STEP 13	\$34.79	\$44,564.39	\$35.66	\$45,678.50
Unit B	35 HOURS		60 CREDITS/35 HOURS	
FY27	HOURLY	SCHOOL YEAR	HOURLY	SCHOOL YEAR
STEP 1	\$23.07	\$29,548.38	\$23.64	\$30,287.09
STEP 2	\$23.91	\$30,630.58	\$24.51	\$31,396.34
STEP 3	\$24.79	\$31,756.06	\$25.41	\$32,549.96
STEP 4	\$25.70	\$32,926.57	\$26.35	\$33,749.73
STEP 5	\$26.65	\$34,143.89	\$27.32	\$34,997.49
STEP 6	\$27.64	\$35,409.91	\$28.33	\$36,295.16
STEP 7	\$28.67	\$36,726.57	\$29.39	\$37,644.73
STEP 8	\$29.74	\$38,095.90	\$30.48	\$39,048.29
STEP 9	\$30.85	\$39,519.99	\$31.62	\$40,507.99
STEP 10	\$32.01	\$41,001.06	\$32.81	\$42,026.08
STEP 11	\$33.21	\$42,541.36	\$34.04	\$43,604.90
STEP 12	\$34.54	\$44,243.02	\$35.40	\$45,349.09
STEP 13	\$35.92	\$46,012.74	\$36.82	\$47,163.05
Unit B	35 HOURS		60 CREDITS/35 HOURS	
FY28	HOURLY	SCHOOL YEAR	HOURLY	SCHOOL YEAR
STEP 1	\$23.82	\$30,508.70	\$24.41	\$31,271.42
STEP 2	\$24.69	\$31,626.07	\$25.31	\$32,416.72
STEP 3	\$25.60	\$32,788.13	\$26.24	\$33,607.84
STEP 4	\$26.54	\$33,996.68	\$27.20	\$34,846.60
STEP 5	\$27.52	\$35,253.57	\$28.21	\$36,134.91
STEP 6	\$28.54	\$36,560.73	\$29.25	\$37,474.75
STEP 7	\$29.60	\$37,920.18	\$30.34	\$38,868.19
STEP 8	\$30.71	\$39,334.01	\$31.47	\$40,317.36
STEP 9	\$31.85	\$40,804.39	\$32.65	\$41,824.50
STEP 10	\$33.05	\$42,333.59	\$33.87	\$43,391.93
STEP 11	\$34.29	\$43,923.96	\$35.15	\$45,022.05
STEP 12	\$35.66	\$45,680.91	\$36.55	\$46,822.94
STEP 13	\$37.09	\$47,508.15	\$38.01	\$48,695.85

APPENDIX B
STIPEND POSITIONS

Each stipend position shall be posted annually no later than June 1st before the upcoming school year. The decision on who to select for each of these appointments is within the Executive Director or his/her designee's sole discretion and not subject to arbitration. The Executive Director or his/her designee will decide each year on these appointments.

Mentor	\$750 per mentee
MCAS Facilitator	\$2,000
Lead Teacher	\$2,000
Welle Trainer Stipend	\$950

APPENDIX C

SSEC Performance Evaluation

SSEC Performance Evaluation

1. Introduction

- 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.
- a. The purposes of evaluation are:
 - . 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);
 - . To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - . To ensure that the Collaborative 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
 - . To assure effective teaching and administrative leadership, 35.01(3).

0. Definitions

- 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.
- a. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with classroom educators, for example, school nurses, counselors, speech and language pathologists, and some reading specialists and special education teachers. (To include other Unit A professional staff as determined by SSEC).
- a. **Classroom educator:** Educators who teach preK-12 whole classes, special education 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.
- a. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not less than five (5) minutes duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- a. **Common Assessments:** Identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post tests, unit and course assessments, performance assessments, and capstone projects.
- a. **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- a. **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, There shall be four types of Educator Plans:

- **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year for an Educator who has less than three (3) years of service with the Collaborative, or, at the discretion of an Evaluator, for an Educator with more than three (3) years of service but who is in a new assignment.
 - **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with more than three (3) years of service with the Collaborative who are rated proficient or exemplary.
 - **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator for no more than one school year and no less than sixty school days for educators with three (3) or more years of service who are rated "needs improvement".
 - **Improvement Plan** shall mean a plan developed by the Evaluator of at least 60 school days and no more than one school year for Educators with three (3) or more years of service who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.
- a. **DESE:** The Massachusetts Department of Elementary and Secondary Education.
- a. **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").
- a. **Evaluators:** Any person designated by the Executive Director who has primary or supervisory responsibility for observation and evaluation. The Executive Director 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.
- A contributing evaluator may be a person within the bargaining unit. He/she must be mutually agreed upon by both the Educator and the Primary Evaluator and must be an employee of the SSEC.
- **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - **Contributing Evaluator** A Contributing Evaluator may be assigned at the request of the Primary Evaluator or the educator and shall play a support role in the evaluation process. A Contributing Evaluator will normally have expertise in the educator's subject matter and/or area. A Contributing Evaluator may conduct classroom observations and provide feedback and support to the educator regarding content area, subject matter, or specialty. A Contributing Evaluator, however, may not draft or complete Formative or Summative Evaluation reports. A contributing evaluator may be a person within the bargaining unit.
 - **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- k. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- k. **Expected Impact:** the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments.
- k. **Experienced Educator:** An educator with more than three years experience at SSEC (PTS). N)

- k. **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- k. **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.
- k. **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- k. **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.
- k. **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- k. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments where available, and student ACCESS for ELLs gain scores.

- t. **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) **not less than five (5) minutes duration** by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- t. **Parties:** The parties to this agreement are the SSEC Board of Directors and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("AFT").
- t. **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
 - Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- w. **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- w. **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:
 - . Standard 1: Curriculum, Planning and Assessment
 - . Standard 2: Teaching All Students

- . Standard 3: Family and Community Engagement
- . Standard 4: Professional Culture
- . Attainment of Professional Practice Goal(s)
- . Attainment of Student Learning Goal(s)

An educator must receive a proficient or higher rating on the first two standards to receive a proficient or higher rating overall.

- y. **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - . Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - . Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - . Elements: Defines the individual components under each indicator
 - . 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.
- y. **Superintendent/ Executive Director:** The person employed by the school committee/ Board of Directors pursuant to M.G.L. c. 71 §59 and §59A. The superintendent/ executive Director is responsible for the implementation of 603 CMR 35.00.
- y. **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d), in the area of vocational education as provided in 603 CMR 4.00 or who is employed in a comparable position in a collaborative. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses

0. Evidence Used In Evaluation The following categories of evidence shall be used in evaluating each Educator:

- a. Multiple measures of student learning, growth, and achievement, which shall include:
 - . Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - . Common assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS for ELLs gain scores, if applicable.
 - . Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - . For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- a. Judgments based on observations and artifacts of practice including:
 - . Unannounced observations of practice not less than five (5) minutes duration;
 - . Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - . Examination of Educator work products.
 - . Examination of student work samples

- a. Evidence relevant to one or more Performance Standards, including but not limited to:
 - . Evidence compiled and presented by the Educator, including :
 1. 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;
 2. Evidence of active outreach to and engagement with families;
 - . Evidence of progress towards professional practice goal(s);
 - . Evidence of progress toward student learning outcomes goal(s).
 - . Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

0. Initial and Ongoing Training for Evaluators and Educators

- a. Prior to the implementation of the new evaluation system contained in this article, the SSEC shall arrange training for all administrators, educators, and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. District/SSEC through the superintendent/Executive Director shall determine the type and quality of training based on guidance provided from DESE.
- a. By November 1st of the first year, all new Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent/Executive Director or principal/program Director. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent/Executive Director shall determine the type and quality of the learning activity based on guidance provided by DESE.

Furthermore, when determined necessary by the Executive Director, the SSEC shall arrange collaborative-wide or program-level meetings for educators and evaluators focused on educator evaluation. The SSEC shall determine the locations, times, and content of the meetings. The meetings shall:

- Provide an overview of the evaluation process, including goal setting and the development of educator plans.
- Provide all educators with a copy of the rubrics and forms used to evaluate members of the bargaining unit.
- Provide educators with the opportunity to ask questions relating to the evaluation system.

The parties agree that evaluator training should be designed to make evaluations as consistent, reliable, and equitable as possible across all programs.

0. Notifications and Changes to Evaluators

The educator shall be notified in writing of his/her Primary Evaluator, Supervising Evaluator (if any) and Contributing Evaluator (if any) at the outset of each new evaluation cycle.

At any time during the **first ten days of the** evaluation cycle, the educator may send a written request to his/her Primary Evaluator for a different Supervising or Contributing Evaluator. Such a request will be considered. However, the final determination of the Evaluator(s) rests with the Primary Evaluator.

0. Rubrics, Forms, and Documents

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the

formative evaluation and the summative evaluation. The districts may use either the rubrics provided by DESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by DESE.

The parties agree to use the DESE performance rubrics, and the forms and documents found in the educator evaluation software being used at SSEC.

0. 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.
- a. The Educator Plan shall include, but is not limited to:
 - . At least one goal related to improvement of practice tied to one or more Performance Standards;
 - . At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 - . An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
 - . Clear expectations for educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as evidence of educator performance.
- a. It is the Educator's responsibility to attain the goals in the Plan and to participate in any training and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

0. Directed Growth Plans for educators with three or more years in the SSEC

- a. A Directed Growth Plan is for those Educators with three or more years of experience in the SSEC whose overall rating is needs improvement.
- a. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- a. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- a. 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.
- a. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- a. Appeal Process: If an educator disagrees with any element of the approved Directed Growth Plan, the educator may submit comments of that nature using the Educator Response Form to the Executive Director, copying the Union President if desired. The notified parties may consult each other on the matter. Following any consultation, the Executive Director may discuss the matter with the Primary Evaluator, and ask him/her to revise elements of the Directed Growth Plan.

The parties agree that, barring a pattern performance of an egregious nature or other just cause, no educator with three or more years' experience in the SSEC on a Directed Growth Plan shall be dismissed or have his/her overall rating upgraded or lowered until the prescribed plan period is completed.

0. Improvement Plans for educators with three or more years in the SSEC

Educator Plans: Improvement Plan

- a. An Improvement Plan is for those Educators with more than three years experience at SSEC whose overall rating is unsatisfactory.
- a. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- a. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- a. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- a. 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.
- a. The Improvement Plan process shall include:
 - . Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - . The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - . If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- a. The Improvement Plan shall:
 - . Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - . Describe the activities and work products the Educator must complete as a means of improving performance;
 - . 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;
 - . 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);
 - . Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - . Include the signatures of the Educator and Supervising Evaluator.
- a. 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.
- a. Decision on the Educator's status at the conclusion of the Improvement Plan.
 - . All determinations below must be made no later than June 1. One of four decisions must be made at the conclusion of the Improvement Plan:
 - 1. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self Directed Growth Plan.
 - 2. In those cases where the Educator was placed on an Improvement Plan as a result of his/her

summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

3. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
4. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

j) Appeal Process

If an educator disagrees with any element of the approved Improvement Plan, the educator may submit comments of that nature using the Educator Response Form to the Executive Director, copying the Union President if desired. The notified parties may consult each other on the matter. Following any consultation, the Executive Director may discuss the matter with the Primary Evaluator, and ask him/her to revise elements of the Improvement Plan.

The parties agree that, barring a pattern performance of an egregious nature or other just cause, no educator with three or more years' experience in the SSEC on a Improvement Plan shall be dismissed or have his/her overall rating upgraded or lowered until the prescribed plan period is completed.

0. Educator Plans: Developing Educator Plan (SSEC had no previous language for this)

- a. The Developing Educator Plan is for all Educators with less than three years experience at SSEC, and, at the discretion of the Evaluator, Educators with three years experience at SSEC in new assignments.
- a. The Educator shall be evaluated at least annually.

0. Educator Plans: Self-Directed Growth Plan (SSEC had no previous language for this)

- a. A Self-Directed Growth Plan is for those Educators with more than three years experience at SSEC who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - . The evaluator shall apply professional judgment to the evidence to place the educator on a one- or two-year Self-directed Growth Plan.

0. Evaluation Cycle: Self-Assessment and Goal Proposal

At the start of each new evaluation cycle, an educator shall submit a Self-Assessment Form to his/her Primary Evaluator. In cases of one-year or two-year plans that begin at the start of the school year, educators shall submit the self-assessment by October 1. Between the start of the school year and October 1, or within four weeks of the start of their employment at the school. Teams of educators shall have common planning time to work on their self-assessments collaboratively. Each self-assessment shall contain:

- a. An analysis of evidence of student learning, growth, and achievement for students under the educator's responsibility.
- a. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

- a. Proposed goals for the educator's Educator Plan:
- . Each educator must propose one goal directly related to improving student learning and one goal directly related to improving professional practice.
 - . The proposed goals must align with program and SSEC goals.
 - . 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.
 - . For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
 - . Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
 - . For Educators with more than three years experience at SSEC and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional Appendix C: Teacher and Caseload Educator Contract Model Collective Bargaining Contract Language 2019 Page C-10 practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
 - . For Educators with more than 3 years' experience and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

0. Evaluation Cycle: Goal Finalization and Educator Plan Development

- a. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- b. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. During the development of the Educator Plan, the Evaluator shall communicate clear expectations for Educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as evidence of Educator performance. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the Educator and Evaluator for other classroom assessments.
- c. **Conferences:** By Oct. 20, the Primary Evaluator shall schedule and conduct a final goal-setting and plan-development conference with all educators under his/her supervision. The final goal-setting and plan-development conferences may occur in groups. During the conferences, Evaluators and Educators shall consider finalizing goals for grade-level, subject-area, or program teams, or for other groups of educators who share responsibility for student learning and results. Educators rated Needs Improvement or Unsatisfactory may participate in group conferences for final goal-setting and plan development; however, they shall also meet individually with their Primary Evaluators to finalize professional practice goal(s) that address specific standard(s) and indicator(s)

identified for improvement.

- d. **Drafting of Educator Plans:** During or as soon as possible after the final goal setting conference, the Primary Evaluator and Educator shall draft an Educator Plan using the appropriate forms and documents found in the educator evaluation software being used at SSEC.

The Directed Growth Plan Form/ Educator Plan Form shall be used for Educators on Directed Growth Plans.

The Improvement Plan Form / Educator Plan Form shall be used for Educators on Improvement Plans.

The Educator Plan Form shall be used for all other Educators.

The Educator Plan Form shall, at minimum, specify the following:

- The assigned Primary Evaluator, Supervisory Evaluator (if any), and Contributing Evaluator (if any).
- The start and end dates of the plan.
- The educator's student learning and professional practice goals.
- The actions the Educator will take to attain his/her goals.
- The support, resources, and professional development available from the SSEC.
- The anticipated delivery date of the Formative Assessment or Formative Evaluation report.
- The anticipated delivery date of the Summative Evaluation report.

- e. **Approval and Delivery of Educator Plans**

The Primary Evaluator and/or the Supervising Evaluator (if any) must approve and sign the Educator Plan no later than November 10 for plans beginning at the start of the school year.

Additionally, the final Educator Plan shall be delivered to the Educator at least five (5) school days before the start date of the plan.

The educator shall sign his/her Educator Plan within five (5) school days of Primary Evaluator and/or the Supervising Evaluator's signature and may include a written response using the Educator Response Form. The educator's signature shall denote receipt of the plan, not necessarily agreement with its contents. A copy of the signed plan shall remain with the educator.

- f. **Appeal Process**

If an educator disagrees with any element of the approved Educator Plan, the educator may submit comments of that nature using the Educator Response Form to the Primary Evaluator and/or Executive Director, copying the Union President if he/she wishes. The notified parties may consult each other on the matter. Following any consultation, the Primary Evaluator and/or the Executive Director may discuss the matter with the Supervisory Evaluator, who may be asked to work with the educator to revise the goals and contents of the Educator Plan.

The parties agree that, barring a pattern performance of an egregious nature or other just cause, no educator with three or more years' experience in the SSEC on a Directed Growth Plan shall be dismissed or have his/her overall rating upgraded or lowered until the prescribed plan period is

completed.

0. Evaluation Cycle: Record of Evaluation and Evidence Collection

a. Record of Evaluation

The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. The parties agree that each educator shall have a record of evaluation.

All evaluation documents shall remain confidential as personnel records of each member of the bargaining unit.

Each educator's Record of Evaluation shall consist of three parts: 1) all forms and documents used or contained in the evaluation process; 2) Evaluator-supplied evidence; and 3) Educator-supplied evidence. The other components are described below.

Formative or summative evaluation reports shall rely on evidence previously entered into the record of evaluation.

Any evaluator who collects evidence shall maintain an evidence log for each educator under his/her supervision using the evaluator record of evidence form in Appendix A. The log shall be used to document and preserve evidence that may be relied upon to determine ratings against standards and/or to assess progress toward goals.

Evaluators shall collect and record evidence from classroom observations and other sources of evidence allowed under state regulations.

b. Classroom observations

Classroom observations may be announced or unannounced and of at least 5 minutes.

All educators shall have at least three observations during their evaluation cycle.

The Educator will be provided with written/electronic feedback from the Evaluator. Feedback shall be delivered to the Educator in person, as electronically through Teach Point, by email, placed in the Educator's mailbox or mailed to the Educator's home.

The evaluator shall characterize an observation that generally demonstrates proficient or better practice in the evidence log as either "great job" or "no concerns". In these cases, the evaluator shall have 7 school days to enter evidence and feedback from the observation into the Evidence Log although the educator may agree to extend this time line to 10 school days. Feedback from observations need only include "great job" or "no concerns" but may include more detail.

In the case of an observation that raises questions or concerns, the evaluator shall request an in-person conference with the educator within 5 school days of the observation by sending the educator a written or electronic note requesting to meet to discuss the observation.

Following this request, the educator and evaluator shall meet as soon as possible. The evaluator shall not include any evidence or feedback from the observation in the Evidence Log until after the meeting.

Following the meeting, the evaluator shall have an additional 2 school days to enter the evidence or feedback from the observation/meeting into the Evidence Log. If the meeting allays the evaluators concerns, he/she shall characterize the observation as either "great job" or "no concerns".

If the evaluator still has concerns after the face to face meeting, he/she shall characterize the observation as "raises concerns" and the evaluator shall clearly communicate his/her concerns to the educator in written feedback.

The feedback shall address:

- The specific standard(s) and/or indicator(s) in question;
- The supporting evidence for the evaluator's concern(s).
- Suggested actions for correcting the concern(s); and
- The supports and resources available to the educator

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 20 minutes in duration within 30 school days.

c. Educator-Supplied Evidence

Every Educator shall have the right to compile and present any evidence or information that relates to his/her performance against the standards and/or progress toward plan goals.

The educator may share any or all compiled evidence/information with his/her evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the Educator's Record of Evaluation. The Primary Evaluator shall acknowledge receipt of said contents with his/her signature.

0. Evaluation Cycle: Formative Assessment/Evaluation

a. Overview

The Formative Assessment takes stock of the Educator's performance against the standards and/or progress toward plan goals throughout the evaluation cycle but typically takes place mid-cycle when the Supervising Evaluator completes a Formative Assessment report.

For an Educator on a two-year Self-Directed Growth Plan, the Formative Evaluation report occurs at the end of year one.

b. Timelines

. Formative Assessments

For educators on one-year or shorter plans, the Supervising Evaluator shall complete at least one Formative Assessment report during the evaluation cycle. For one-year plans that begin at the start of the school year, he/she shall complete a report and deliver it to the educator no later than Feb. 15.

No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the educator's performances against the four Performance Standards.

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.

ii. Formative Evaluations

For educators on two-year Self-Directed Growth plans that begin at the start of the school year the Supervising Evaluator shall complete a Formative Evaluation report and deliver it to the educator between May 1 and May 15. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one.

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.

iii. Completion and Delivery of Formative Assessment/Evaluation Report

In assessing progress toward goals, the Primary Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the educator. In the case of team goals, the evaluator shall consider evidence of the contributions made by each individual to the team.

When writing a Formative Assessment/Evaluation report, the Primary Evaluator need not recommend

performance ratings on each standard or overall but instead may assess solely on progress toward goals. If he/she makes no ratings or recommendations, the previous summative ratings shall remain in effect.

The Primary Evaluator must review and approve any recommended change in a rating, either on a particular standard or overall, must be reviewed and approved by the Primary Evaluator, provided that:

1. Reports that give an overall rating of needs improvement or unsatisfactory must rely on evidence previously entered into the Record of Evaluation.
0. An educator may not have his/her overall rating lowered unless the evaluator has characterized at least 3 observations in the educator's Record of Evaluation as observations that "raise concerns".

The Primary and Supervising Evaluators shall sign and date each Formative Assessment/Evaluation and deliver it to the educator. The educator shall sign the report within 5 school days of receipt and may include a written response using the Educator Response Form. The educator's signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the educator.

c. Post-Report Conferences

i. Educators Rated Unsatisfactory or Needs Improvement Overall

Any educator so rated may request a conference with the Primary Evaluator and/or the Supervising Evaluator to discuss the Formative Assessment/Evaluation report, and the conference shall take place within 5 school days of the request. The educator may request that a Union representative attend the conference.

ii. Educators Rated Proficient or Exemplary Overall

Any educator so rated, may request a post-report conference. If requested, the conference shall occur within 5 school days of the request.

0. Evaluation Cycle: Summative Evaluation

a. Overview

For all educators, the evaluation cycle concludes with a Summative Evaluation report.

b. Timeline

For educators on one or two-year Educator Plans that begin at the start of the school year, the Primary Evaluator shall complete a Summative Evaluation report and deliver it to the educator between May 1 and May 15. On or before April 15, either party may request an in-person conference which, if requested, shall occur before the evaluator completes the Summative Evaluation report and delivers it to the educator.

For educators on Directed Growth or Improvement Plans, the plan shall state the intended delivery date of the Summative Evaluation report. At least 15 school days before said date, either party may request an in-person conference, which, if requested, shall occur before The Primary Evaluator completes the Summative Evaluation report and delivers it to the educator.

c. Completing and Delivering the Report

The Supervising Evaluator shall draft the Summative Evaluation report using the Summative Evaluation Report Form found in the educator evaluation software being used at SSEC

The Supervising Evaluator shall recommend to the Primary Evaluator a rating on progress toward student learning goals; a rating on progress toward professional practice goals; a rating on each of the four standards; and an overall rating. The Supervising Evaluator shall provide a rationale and evidence for each recommendation.

In assessing progress toward goals, the Supervising Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the educator. In the case of team goals, the evaluator shall consider evidence of the contributions made by the individual to the team.

The Primary Evaluator shall review the draft report and recommended ratings, as well as any additional evidence from Contributing Evaluator(s). The Primary Evaluator may amend the draft report and recommended ratings, citing evidence to support the change(s).

The Primary Evaluator shall then approve the final Summative Evaluation report and ratings provided that:

- Reports that give an overall rating of needs improvement or unsatisfactory or lowers an overall rating must rely on a combination of 3 notable incidents/evidence and/or observations that “raised concerns” entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed in person with the educator at a conference to which the educator may invite a Union Representative if he/she wishes to do so.

The Primary and Supervising Evaluators shall sign the final Summative Evaluation report and deliver it to the educator. The educator shall sign the report within 5 school days of receipt and may include a written response using the Educator Response Form. The educator’s signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the educator.

d. Post-Report Conferences

Any educator regardless of his/her rating may request a conference with the Supervising Evaluator and/or Primary Evaluator to discuss the Summative Evaluation report, and the conference shall take place within 5 school days of the request. The educator may request that a Union Representative attend the conference.

0. Evaluation Review Committee

- a. A review committee will be established consisting of members of the SSEC management, chosen by the Executive Director and members of the SSEC Federation, chosen by the President of the Federation, to discuss issues and provide feedback regarding this evaluative tool. This committee will meet on an as needed basis.

SSEC’s educator evaluation management software, (currently Vector Solutions (Teachpoint)), continues to update the evaluation forms to match DESE’s ongoing updates and recommendations.

The parties agree to use the DESE Model forms as amended, as well as certain additional forms, through mutual agreement. The forms will be incorporated into the education evaluation management software program. The Parties acknowledge the electronic format may differ from the print format of the DESE forms.