

SSEC

South Shore Educational Collaborative

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, 2022-AUGUST 31, 2025

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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, and all those persons in bargaining unit B (paraprofessionals) which consist of all paraprofessionals, interpreter assistants, milieu assistants, food service 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 2022-2025 contract years set for as Appendix A

For the 2022 – 2023 contract year:

- Unit A and Unit B (excluding Paraprofessionals) wages shall increase by 2%
- Unit B Paraprofessionals wages shall increase by \$1.04
- Unit B – Effective 9/1/2022, the Paraprofessional wage scale will add a new 60+credit column equivalent to 2.5% higher than each adjusted step of the Paraprofessional column.
- Each Unit A employee who was on the top step at the end of the 21/22 school year and who is still employed at the time of payment shall receive a one-time \$950 payment no later than the second payroll after full ratification.

For the 2023-2024 contract year:

- Unit A and Unit B (excluding Paraprofessionals) wages shall increase by 2%
- Unit B Paraprofessionals wages shall increase by \$0.75

For the 2024-2025 contract year:

- All wages shall increase by 2.5%

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 December 31 of the school year prior 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 3 for a February change:

- a. An official transcript from an accredited four (4) year college or university showing a grade(s) of B or higher;
- 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 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 3 ½ hours in a school day or 3 hours on a scheduled ½ day shall receive, in addition to his/her regular compensation, \$15.00 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.

K. Unit A employees with twenty (20) or more years of professional service with SSEC shall be eligible for a longevity payment of \$1,250, and Unit A employees with fifteen (15) - nineteen (19) years of service shall be eligible for a longevity payment of \$625. Unit B employees with twenty (20) or more years of service with SSEC shall be eligible for a longevity payment of \$1,000, and Unit B employees with fifteen (15) -nineteen (19) years of service shall be eligible for a longevity payment of \$500. 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 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 to two hundred dollars (\$200.00) 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.

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 one and one half (1.5) days on the last payroll date of each month up to a maximum of fifteen (15) each year. A new employee cannot use sick leave until December 1st. In the case of a new employee who begins work after the first workday of the school year, the new employee cannot use sick leave for the first ninety (90) days of employment. 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 ten days of accumulated sick leave, may elect in writing by the first workday of the school year to convert two sick days to one personal day. An employee may convert a maximum of four sick days to two personal days in one school year.

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

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: \$50.00/day for teachers
\$20.00/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. 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 and the Federation in writing prior to the start of a school year that he/she no longer wants to be a member.

h. Each bargaining unit employee who joins the sick leave pool is required to file a sick leave pool card with the Payroll Specialist at the time of joining the sick leave pool. 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 circumstance 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 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.

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 a 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 concurrent 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 182 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 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 professionals and paraprofessionals shall have a thirty-minute duty-free lunch, unless, however, due to the demands of the program it is mutually agreed that the employee remain with the pupils.

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.

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. 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.

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.

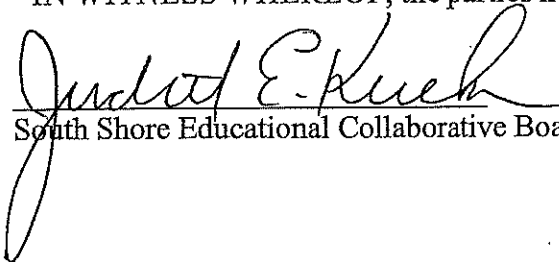
4. Provide for the discussion of problems that might otherwise develop into disputes.

ARTICLE XXV

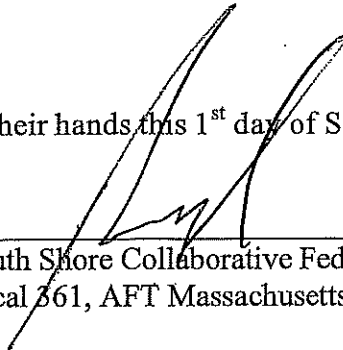
Duration

This Agreement will be effective as of September 1, 2022 and will continue and remain in full force and effect until August 31, 2025.

IN WITNESS WHEREOF, the parties hereunto set their hands this 1st day of September, 2022.



South Shore Educational Collaborative Board



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

PROFESSIONAL												
UNIT A									Masters +45			
FY 23	Bachelors	hourly	Masters	Hourly	Masters + 15	Hourly	Masters + 30	Hourly	CAGS	Hourly	Doctorate	Hourly
STEP 1	\$ 53,146.12	\$ 41.72	\$ 58,460.73	\$ 45.89	\$ 59,922.25	\$ 47.03	\$ 61,420.31	\$ 48.21	\$ 62,955.82	\$ 49.42	\$ 64,844.49	\$ 50.90
STEP 2	\$ 55,271.97	\$ 43.38	\$ 60,799.16	\$ 47.72	\$ 62,319.14	\$ 48.92	\$ 63,877.12	\$ 50.14	\$ 65,474.05	\$ 51.39	\$ 67,438.27	\$ 52.93
STEP 3	\$ 57,482.85	\$ 45.12	\$ 63,231.13	\$ 49.63	\$ 64,811.91	\$ 50.87	\$ 66,432.21	\$ 52.14	\$ 68,093.01	\$ 53.45	\$ 70,135.80	\$ 55.05
STEP 4	\$ 59,782.16	\$ 46.92	\$ 65,760.38	\$ 51.62	\$ 67,404.38	\$ 52.91	\$ 69,089.49	\$ 54.23	\$ 70,816.73	\$ 55.59	\$ 72,941.23	\$ 57.25
STEP 5	\$ 62,173.45	\$ 48.80	\$ 68,390.79	\$ 53.68	\$ 70,100.56	\$ 55.02	\$ 71,853.07	\$ 56.40	\$ 73,649.40	\$ 57.81	\$ 75,858.88	\$ 59.54
STEP 6	\$ 64,660.38	\$ 50.75	\$ 71,126.42	\$ 55.83	\$ 72,904.58	\$ 57.22	\$ 74,727.20	\$ 58.66	\$ 76,595.38	\$ 60.12	\$ 78,893.24	\$ 61.93
STEP 7	\$ 67,246.80	\$ 52.78	\$ 73,971.48	\$ 58.06	\$ 75,820.77	\$ 59.51	\$ 77,716.28	\$ 61.00	\$ 79,659.19	\$ 62.53	\$ 82,048.97	\$ 64.40
STEP 8	\$ 69,936.67	\$ 54.90	\$ 76,930.34	\$ 60.38	\$ 78,853.60	\$ 61.89	\$ 80,824.94	\$ 63.44	\$ 82,845.56	\$ 65.03	\$ 85,330.93	\$ 66.98
STEP 9	\$ 72,734.14	\$ 57.09	\$ 80,007.55	\$ 62.80	\$ 82,007.74	\$ 64.37	\$ 84,057.93	\$ 65.98	\$ 86,159.38	\$ 67.63	\$ 88,744.16	\$ 69.66
STEP 10	\$ 75,643.50	\$ 59.37	\$ 83,207.85	\$ 65.31	\$ 85,288.05	\$ 66.95	\$ 87,420.25	\$ 68.62	\$ 89,605.76	\$ 70.33	\$ 92,293.93	\$ 72.44
STEP 11	\$ 78,669.24	\$ 61.75	\$ 86,536.17	\$ 67.92	\$ 88,699.57	\$ 69.62	\$ 90,917.06	\$ 71.36	\$ 93,189.99	\$ 73.15	\$ 95,985.69	\$ 75.34
STEP 12	\$ 81,816.01	\$ 64.22	\$ 89,997.61	\$ 70.64	\$ 92,247.55	\$ 72.41	\$ 94,553.74	\$ 74.22	\$ 96,917.59	\$ 76.07	\$ 99,825.11	\$ 78.36
STEP 13	\$ 85,088.65	\$ 66.79	\$ 93,597.52	\$ 73.47	\$ 95,937.46	\$ 75.30	\$ 98,335.89	\$ 77.19	\$ 100,794.29	\$ 79.12	\$ 103,818.12	\$ 81.49
STEP 14	\$ 88,492.20	\$ 69.46	\$ 97,341.42	\$ 76.41	\$ 99,774.95	\$ 78.32	\$ 102,269.33	\$ 80.27	\$ 104,826.06	\$ 82.28	\$ 107,970.84	\$ 84.75
UNIT A									Masters +45			
FY24	Bachelors	hourly	Masters	Hourly	Masters + 15	Hourly	Masters + 30	Hourly	CAGS	Hourly	Doctorate	Hourly
STEP 1	\$ 54,209.04	\$ 42.55	\$ 59,629.95	\$ 46.81	\$ 61,120.70	\$ 47.98	\$ 62,648.71	\$ 49.17	\$ 64,214.93	\$ 50.40	\$ 66,141.38	\$ 51.92
STEP 2	\$ 56,377.41	\$ 44.25	\$ 62,015.15	\$ 48.68	\$ 63,565.53	\$ 49.89	\$ 65,154.66	\$ 51.14	\$ 66,783.53	\$ 52.42	\$ 68,787.04	\$ 53.99
STEP 3	\$ 58,632.50	\$ 46.02	\$ 64,495.75	\$ 50.62	\$ 66,108.15	\$ 51.89	\$ 67,760.85	\$ 53.19	\$ 69,454.87	\$ 54.52	\$ 71,538.52	\$ 56.15
STEP 4	\$ 60,977.80	\$ 47.86	\$ 67,075.58	\$ 52.65	\$ 68,752.47	\$ 53.97	\$ 70,471.28	\$ 55.31	\$ 72,233.07	\$ 56.70	\$ 74,400.06	\$ 58.40
STEP 5	\$ 63,416.91	\$ 49.78	\$ 69,758.61	\$ 54.76	\$ 71,502.57	\$ 56.12	\$ 73,290.14	\$ 57.53	\$ 75,122.39	\$ 58.97	\$ 77,376.06	\$ 60.73
STEP 6	\$ 65,953.59	\$ 51.77	\$ 72,548.95	\$ 56.94	\$ 74,362.67	\$ 58.37	\$ 76,221.74	\$ 59.83	\$ 78,127.28	\$ 61.32	\$ 80,471.10	\$ 63.16
STEP 7	\$ 68,591.73	\$ 53.84	\$ 75,450.91	\$ 59.22	\$ 77,337.18	\$ 60.70	\$ 79,270.61	\$ 62.22	\$ 81,252.38	\$ 63.78	\$ 83,689.95	\$ 65.69
STEP 8	\$ 71,335.40	\$ 55.99	\$ 78,468.94	\$ 61.59	\$ 80,430.67	\$ 63.13	\$ 82,441.43	\$ 64.71	\$ 84,502.47	\$ 66.33	\$ 87,037.54	\$ 68.32
STEP 9	\$ 74,188.82	\$ 58.23	\$ 81,607.70	\$ 64.06	\$ 83,647.89	\$ 65.66	\$ 85,739.09	\$ 67.30	\$ 87,882.57	\$ 68.98	\$ 90,519.05	\$ 71.05
STEP 10	\$ 77,156.37	\$ 60.56	\$ 84,872.01	\$ 66.62	\$ 86,993.81	\$ 68.28	\$ 89,168.66	\$ 69.99	\$ 91,397.87	\$ 71.74	\$ 94,139.81	\$ 73.89
STEP 11	\$ 80,242.63	\$ 62.98	\$ 88,266.89	\$ 69.24	\$ 90,473.56	\$ 71.02	\$ 92,735.40	\$ 72.79	\$ 95,053.79	\$ 74.61	\$ 97,905.40	\$ 76.85
STEP 12	\$ 83,452.33	\$ 65.50	\$ 91,797.57	\$ 72.05	\$ 94,092.51	\$ 73.86	\$ 96,444.82	\$ 75.70	\$ 98,855.94	\$ 77.59	\$ 101,821.62	\$ 79.92
STEP 13	\$ 86,790.43	\$ 68.12	\$ 95,469.47	\$ 74.94	\$ 97,856.21	\$ 76.81	\$ 100,302.61	\$ 78.73	\$ 102,810.18	\$ 80.70	\$ 105,894.48	\$ 83.12
STEP 14	\$ 90,262.04	\$ 70.85	\$ 99,288.25	\$ 77.93	\$ 101,770.45	\$ 79.88	\$ 104,314.72	\$ 81.88	\$ 106,922.58	\$ 83.93	\$ 110,130.26	\$ 86.44
UNIT A									Masters +45			
FY25	Bachelors	hourly	Masters	Hourly	Masters + 15	Hourly	Masters + 30	Hourly	CAGS	Hourly	Doctorate	Hourly
STEP 1	\$ 55,564.27	\$ 43.61	\$ 61,120.70	\$ 47.98	\$ 62,648.71	\$ 49.17	\$ 64,214.93	\$ 50.40	\$ 65,820.31	\$ 51.66	\$ 67,794.92	\$ 53.21
STEP 2	\$ 57,786.84	\$ 45.36	\$ 63,565.53	\$ 49.89	\$ 65,154.66	\$ 51.14	\$ 66,783.53	\$ 52.42	\$ 68,453.12	\$ 53.73	\$ 70,506.71	\$ 55.34
STEP 3	\$ 60,098.31	\$ 47.17	\$ 66,108.15	\$ 51.89	\$ 67,760.85	\$ 53.19	\$ 69,454.87	\$ 54.52	\$ 71,191.24	\$ 55.88	\$ 73,326.98	\$ 57.56
STEP 4	\$ 62,502.25	\$ 49.06	\$ 68,752.47	\$ 53.97	\$ 70,471.28	\$ 55.31	\$ 72,233.07	\$ 56.70	\$ 74,038.89	\$ 58.12	\$ 76,260.06	\$ 59.86
STEP 5	\$ 65,002.34	\$ 51.02	\$ 71,502.57	\$ 56.12	\$ 73,290.14	\$ 57.53	\$ 75,122.39	\$ 58.97	\$ 77,000.45	\$ 60.44	\$ 79,310.46	\$ 62.25
STEP 6	\$ 67,602.43	\$ 53.06	\$ 74,362.67	\$ 58.37	\$ 76,221.74	\$ 59.83	\$ 78,127.28	\$ 61.32	\$ 80,080.47	\$ 62.86	\$ 82,482.88	\$ 64.74
STEP 7	\$ 70,306.53	\$ 55.19	\$ 77,337.18	\$ 60.70	\$ 79,270.61	\$ 62.22	\$ 81,252.38	\$ 63.78	\$ 83,283.69	\$ 65.37	\$ 85,782.20	\$ 67.33
STEP 8	\$ 73,118.79	\$ 57.39	\$ 80,430.67	\$ 63.13	\$ 82,441.43	\$ 64.71	\$ 84,502.47	\$ 66.33	\$ 86,615.03	\$ 67.99	\$ 89,213.48	\$ 70.03
STEP 9	\$ 76,043.54	\$ 59.69	\$ 83,647.89	\$ 65.66	\$ 85,739.09	\$ 67.30	\$ 87,882.57	\$ 68.98	\$ 90,079.63	\$ 70.71	\$ 92,782.02	\$ 72.83
STEP 10	\$ 79,085.28	\$ 62.08	\$ 86,993.81	\$ 68.28	\$ 89,168.66	\$ 69.99	\$ 91,397.87	\$ 71.74	\$ 93,682.82	\$ 73.53	\$ 96,493.30	\$ 75.74
STEP 11	\$ 82,248.69	\$ 64.56	\$ 90,473.56	\$ 71.02	\$ 92,735.40	\$ 72.79	\$ 95,053.79	\$ 74.61	\$ 97,430.13	\$ 76.48	\$ 100,353.04	\$ 78.77
STEP 12	\$ 85,538.64	\$ 67.14	\$ 94,092.51	\$ 73.86	\$ 96,444.82	\$ 75.70	\$ 98,855.94	\$ 77.59	\$ 101,327.34	\$ 79.53	\$ 104,367.16	\$ 81.92
STEP 13	\$ 88,960.19	\$ 69.83	\$ 97,856.21	\$ 76.81	\$ 100,302.61	\$ 78.73	\$ 102,810.18	\$ 80.70	\$ 105,380.43	\$ 82.72	\$ 108,541.84	\$ 85.20
STEP 14	\$ 92,518.59	\$ 72.62	\$ 101,770.45	\$ 79.88	\$ 104,314.72	\$ 81.88	\$ 106,922.58	\$ 83.93	\$ 109,595.65	\$ 86.02	\$ 112,883.52	\$ 88.61

Milieu Coordinator						
	FY23	FY 23	FY 24	FY 24	FY 25	FY 25
Unit B	Milieu Coordinator	Hourly	Milieu Coordinator	Hourly	Milieu Coordinator	Hourly
Step 1	\$41,449.35	\$32.53	\$42,278.34	\$33.19	\$43,335.30	\$34.02
Step 2	\$43,107.32	\$33.84	\$43,969.47	\$34.51	\$45,068.71	\$35.38
Step 3	\$44,831.62	\$35.19	\$45,728.25	\$35.89	\$46,871.46	\$36.79
Step 4	\$46,624.88	\$36.60	\$47,557.38	\$37.33	\$48,746.31	\$38.26
Step 5	\$48,489.88	\$38.06	\$49,459.68	\$38.82	\$50,696.17	\$39.79
Step 6	\$50,429.47	\$39.58	\$51,438.06	\$40.38	\$52,724.01	\$41.38

COTA						
COTA	FY 23		FY 24		FY 25	
Unit A	Associates	Hourly	Associates	Hourly	Associates	Hourly
Step 1	\$ 47,114.47	\$ 36.98	\$ 48,056.76	\$ 37.72	\$ 49,258.18	\$ 38.66
Step 2	\$ 48,999.05	\$ 38.46	\$ 49,979.03	\$ 39.23	\$ 51,228.51	\$ 40.21
Step 3	\$ 50,959.01	\$ 40.00	\$ 51,978.19	\$ 40.80	\$ 53,277.65	\$ 41.82
Step 4	\$ 52,997.37	\$ 41.60	\$ 54,057.32	\$ 42.43	\$ 55,408.75	\$ 43.49
Step 5	\$ 55,117.27	\$ 43.26	\$ 56,219.61	\$ 44.13	\$ 57,625.10	\$ 45.23
Step 6	\$ 57,321.96	\$ 44.99	\$ 58,468.40	\$ 45.89	\$ 59,930.11	\$ 47.04
Step 7	\$ 59,614.83	\$ 46.79	\$ 60,807.13	\$ 47.73	\$ 62,327.31	\$ 48.92
Step 8	\$ 61,999.43	\$ 48.67	\$ 63,239.42	\$ 49.64	\$ 64,820.40	\$ 50.88
Step 9	\$ 64,479.41	\$ 50.61	\$ 65,768.99	\$ 51.62	\$ 67,413.22	\$ 52.91
Step 10	\$ 67,058.58	\$ 52.64	\$ 68,399.75	\$ 53.69	\$ 70,109.75	\$ 55.03
Step 11	\$ 69,740.92	\$ 54.74	\$ 71,135.74	\$ 55.84	\$ 72,914.14	\$ 57.23
Step 12	\$ 72,530.56	\$ 56.93	\$ 73,981.17	\$ 58.07	\$ 75,830.70	\$ 59.52
COTA	FY 23		FY 24		FY 25	
Unit A	Bachelors	Hourly	Bachelors	Hourly	Bachelors	Hourly
Step 1	\$ 50,883.63	\$ 39.94	\$ 51,901.30	\$ 40.74	\$ 53,198.83	\$ 41.76
Step 2	\$ 52,918.97	\$ 41.54	\$ 53,977.35	\$ 42.37	\$ 55,326.79	\$ 43.43
Step 3	\$ 55,035.73	\$ 43.20	\$ 56,136.45	\$ 44.06	\$ 57,539.86	\$ 45.16
Step 4	\$ 57,237.16	\$ 44.93	\$ 58,381.90	\$ 45.83	\$ 59,841.45	\$ 46.97
Step 5	\$ 59,526.65	\$ 46.72	\$ 60,717.18	\$ 47.66	\$ 62,235.11	\$ 48.85
Step 6	\$ 61,907.71	\$ 48.59	\$ 63,145.87	\$ 49.57	\$ 64,724.51	\$ 50.80
Step 7	\$ 64,384.02	\$ 50.54	\$ 65,671.70	\$ 51.55	\$ 67,313.49	\$ 52.84
Step 8	\$ 66,959.38	\$ 52.56	\$ 68,298.57	\$ 53.61	\$ 70,006.03	\$ 54.95
Step 9	\$ 69,637.76	\$ 54.66	\$ 71,030.51	\$ 55.75	\$ 72,806.28	\$ 57.15
Step 10	\$ 72,423.27	\$ 56.85	\$ 73,871.73	\$ 57.98	\$ 75,718.53	\$ 59.43
Step 11	\$ 75,320.20	\$ 59.12	\$ 76,826.60	\$ 60.30	\$ 78,747.27	\$ 61.81
Step 12	\$ 78,333.01	\$ 61.49	\$ 79,899.67	\$ 62.72	\$ 81,897.16	\$ 64.28

PARAPROFESSIONAL				
PARA'S	35 HOURS	35 HOURS	60 CREDITS	60 CREDITS
FY23	FY23	FY23	FY23	FY23
UNIT B	HOURLY	SCHOOL YEAR	HOURLY	35 HOURS
STEP 1	\$19.00	\$24,202.25	\$19.47	\$24,807.30
STEP 2	\$19.72	\$25,117.34	\$20.21	\$25,745.27
STEP 3	\$20.46	\$26,069.03	\$20.97	\$26,720.76
STEP 4	\$21.24	\$27,058.80	\$21.77	\$27,735.27
STEP 5	\$22.05	\$28,088.15	\$22.60	\$28,790.35
STEP 6	\$22.89	\$29,158.68	\$23.46	\$29,887.64
STEP 7	\$23.76	\$30,272.03	\$24.36	\$31,028.83
STEP 8	\$24.67	\$31,429.91	\$25.29	\$32,215.66
STEP 9	\$25.62	\$32,634.11	\$26.26	\$33,449.96
STEP 10	\$26.60	\$33,886.47	\$27.26	\$34,733.63
STEP 11	\$27.62	\$35,188.93	\$28.31	\$36,068.66
STEP 12	\$28.68	\$36,543.49	\$29.40	\$37,457.08
STEP 13	\$29.79	\$37,952.23	\$30.53	\$38,901.04
PARA'S	35 HOURS	35 HOURS	60 CREDITS	60 CREDITS
FY24	FY24	FY24	FY24	FY24
UNIT B	HOURLY	SCHOOL YEAR	HOURLY	35 HOURS
STEP 1	\$19.75	\$25,157.75	\$20.24	\$25,786.69
STEP 2	\$20.47	\$26,072.84	\$20.98	\$26,724.66
STEP 3	\$21.21	\$27,024.53	\$21.74	\$27,700.15
STEP 4	\$21.99	\$28,014.30	\$22.54	\$28,714.65
STEP 5	\$22.80	\$29,043.65	\$23.37	\$29,769.74
STEP 6	\$23.64	\$30,114.18	\$24.23	\$30,867.03
STEP 7	\$24.51	\$31,227.53	\$25.12	\$32,008.21
STEP 8	\$25.42	\$32,385.41	\$26.06	\$33,195.04
STEP 9	\$26.37	\$33,589.61	\$27.02	\$34,429.35
STEP 10	\$27.35	\$34,841.97	\$28.03	\$35,713.02
STEP 11	\$28.37	\$36,144.43	\$29.08	\$37,048.04
STEP 12	\$29.43	\$37,498.99	\$30.17	\$38,436.47
STEP 13	\$30.54	\$38,907.73	\$31.30	\$39,880.43
PARA'S	35 HOURS	35 HOURS	60 CREDITS	60 CREDITS
FY25	FY25	FY25	FY25	FY25
UNIT B	HOURLY	SCHOOL YEAR	HOURLY	35 HOURS
STEP 1	\$20.24	\$25,786.69	\$20.75	\$26,431.36
STEP 2	\$20.98	\$26,724.66	\$21.50	\$27,392.78
STEP 3	\$21.74	\$27,700.15	\$22.29	\$28,392.65
STEP 4	\$22.54	\$28,714.65	\$23.10	\$29,432.52
STEP 5	\$23.37	\$29,769.74	\$23.95	\$30,513.98
STEP 6	\$24.23	\$30,867.03	\$24.83	\$31,638.71
STEP 7	\$25.12	\$32,008.21	\$25.75	\$32,808.42
STEP 8	\$26.06	\$33,195.04	\$26.71	\$34,024.92
STEP 9	\$27.02	\$34,429.35	\$27.70	\$35,290.08
STEP 10	\$28.03	\$35,713.02	\$28.73	\$36,605.85
STEP 11	\$29.08	\$37,048.04	\$29.81	\$37,974.24
STEP 12	\$30.17	\$38,436.47	\$30.92	\$39,397.38
STEP 13	\$31.30	\$39,880.43	\$32.09	\$40,877.44

Paraprofessionals UNIT B FY 23		Paraprofessionals 60+ Credits FY 23		Paraprofessionals FY 24		Paraprofessionals 60+ Credits FY 24		Paraprofessionals FY 25		Paraprofessionals 60+ Credits FY 25	
Step 1	\$19.00	Step 1	\$19.47	Step 1	\$19.75	Step 1	\$20.24	Step 1	\$20.24	Step 1	\$20.75
Step 2	\$19.72	Step 2	\$20.21	Step 2	\$20.47	Step 2	\$20.98	Step 2	\$20.98	Step 2	\$21.50
Step 3	\$20.46	Step 3	\$20.97	Step 3	\$21.21	Step 3	\$21.74	Step 3	\$21.74	Step 3	\$22.29
Step 4	\$21.24	Step 4	\$21.77	Step 4	\$21.99	Step 4	\$22.54	Step 4	\$22.54	Step 4	\$23.10
Step 5	\$22.05	Step 5	\$22.60	Step 5	\$22.80	Step 5	\$23.37	Step 5	\$23.37	Step 5	\$23.95
Step 6	\$22.89	Step 6	\$23.46	Step 6	\$23.64	Step 6	\$24.23	Step 6	\$24.23	Step 6	\$24.83
Step 7	\$23.76	Step 7	\$24.36	Step 7	\$24.51	Step 7	\$25.12	Step 7	\$25.12	Step 7	\$25.75
Step 8	\$24.67	Step 8	\$25.29	Step 8	\$25.42	Step 8	\$26.06	Step 8	\$26.06	Step 8	\$26.71
Step 9	\$25.62	Step 9	\$26.26	Step 9	\$26.37	Step 9	\$27.02	Step 9	\$27.02	Step 9	\$27.70
Step 10	\$26.60	Step 10	\$27.26	Step 10	\$27.35	Step 10	\$28.03	Step 10	\$28.03	Step 10	\$28.73
Step 11	\$27.62	Step 11	\$28.31	Step 11	\$28.37	Step 11	\$29.08	Step 11	\$29.08	Step 11	\$29.81
Step 12	\$28.68	Step 12	\$29.40	Step 12	\$29.43	Step 12	\$30.17	Step 12	\$30.17	Step 12	\$30.92
Step 13	\$29.79	Step 13	\$30.53	Step 13	\$30.54	Step 13	\$31.30	Step 13	\$31.30	Step 13	\$32.09

**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

APPENDIX C

SSEC Performance Evaluation

9/15/14

1) Introduction

- A) The evaluation system used by the parties shall adhere to all state laws and regulations. This contract language shall take effect in all programs within SSEC.
- B) The purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that 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
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) 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.
- B) **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 reading specialists.
- C) **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.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not less than five (5) minutes duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or

other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects (*to be determined).

- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year 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.
 - ii) **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.
 - iii) **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".
 - iv) **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.
- H) **DESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **Evaluators:** A Primary and Supervising Evaluator shall be a person outside the bargaining unit who has been designated in writing by the Executive Director as having responsibility for evaluations. All Primary and Supervising evaluators will be licensed as administrators by the

Massachusetts Department of Elementary and Secondary Education (DESE) and/or approved by the Executive Director and must be employees of the SSEC.

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.

- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **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.
- K) **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.
- L) **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.
- M) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- N) **Formative Evaluation:** An evaluation conducted at the end of Year 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.

- O) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- P) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes duration by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator.
- S) **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.
- T) **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.

- U) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from DESE.
- V) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
 - i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)

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

- W) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- X) **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) **Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

2. Initial and Ongoing Training for Evaluators and Educators

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.

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, with input from the Union, 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.

Representatives from the Union will be invited to all evaluator trainings provided by the SSEC.

3. 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 request will be considered. However, the final determination of the Evaluator(s) rests with the Primary Evaluator.

4. Rubrics, Forms, and Documents

The parties agree to use the DESE performance rubrics, forms, and documents attached hereto in Appendix A and incorporated herein by reference.

5. Educator Plans: Types, Durations, and Special Requirements

All educators will be on Educator Plans. Educator Plans shall take effect upon written approval by the Primary Evaluator and will remain in effect until the end of the period defined in the plan or until the plan is changed in accordance with state regulations and the provisions of this Article. An educator that works at more than one school will be evaluated at the school where he/she spends the majority of his/her time working. An educator who works under more than one DESE license will be evaluated under the license which he/she works for the majority of his/her time.

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

a. Overview

Educators with three or more years' experience in the SSEC, who receive an overall rating of Needs Improvement from the Primary Evaluator, shall be on Directed Growth Plans.

b. Assignment of Supervising Evaluator

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of a Directed Growth Plan. The Supervising Evaluator may be the Primary Evaluator. The Primary Evaluator shall be the person who determines the educator's performance ratings and evaluation.

c. Plan Length

The parties agree that a reasonable amount of time, not longer than one school year but no fewer than sixty (60) school days, shall be provided to permit the educator to implement the plan and demonstrate proficiency. The Primary Evaluator, in consultation with the Supervising Evaluator (if any), shall determine the plan's length. The educator, and a Union Representative, if requested by the educator, shall provide input to the Evaluator as to the plan length.

d. Plan Components

The Directed Growth Plan shall be completed using the Directed Growth Plan Form in Appendix A. Each plan shall include, at a minimum, the following components:

- The assigned Primary Evaluator, Supervising Evaluator, and Contributing Evaluator(s) if any.
- The start and end dates of the plan.

- The area(s) targeted for improvement. The supervising evaluator shall be specific with regards to standards and indicators the educator has not met.
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.
- The actions and activities for improvement whether recommended by the Evaluator or suggested by the Educator.
- The supports and modes of assistance available to the educator from the SSEC. These may include workshops, courses, materials, mentors, or other supports that SSEC may provide to assist the educator in improving his/her performance in the targeted areas. The Supervising Evaluator shall provide the educator with guidance and assistance in accessing the resources and professional development outlined in the directed growth plan. If mandated, these will be funded by the SSEC.
- The anticipated number of announced and unannounced observations that will take place during the planned period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment report on the relevant standard(s) and indicator(s).
- Provide educators with the opportunity to ask questions relating to the evaluation system.
- The delivery date of the Summative Evaluation report.

e. Signatures and Delivery

The Primary Evaluator will approve and sign the Directed Growth Plan and deliver it to the Educator at least 15 days before the start date of the plan.

The educator shall sign his/her Directed Growth Plan within five school days of receipt and may include a written response using the educator response form in Appendix A. The educator's signature shall denote receipt of the plan, not 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 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.

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

a. Overview

An educator with three or more years' experience in the SSEC, who receives an overall rating of Unsatisfactory, from his/her Primary Evaluator, shall be on an Improvement Plan.

b. Assignment of Supervising Evaluator

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of an Improvement Plan. The Primary Evaluator may be the Supervising Evaluator.

The Primary Evaluator shall meet with the Educator to discuss and assist in the development of the Improvement Plan. The Educator may request that a Union Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of an Improvement Plan.

c. Plan Length

The parties agree that a reasonable amount of time, no longer than one school year but no fewer than sixty (60) school days, shall be provided to permit the educator to implement the plan and demonstrate improvement. The Primary Evaluator, in consultation with the Supervising Evaluator (if any), shall determine the plan's length. The educator, and a Union Representative, if requested by the educator, shall provide input to the Evaluator as to the plan length.

d. Plan Components

The Improvement Plan shall be completed using the Improvement Plan Form in Appendix A. Each plan shall include, at a minimum, the following components:

- The assigned Primary Evaluator, Supervising Evaluator, and Contributing Evaluator(s) if any.
- The start and end dates of the plan.
- The area(s) targeted for improvement.
- The supervising evaluator's responsibilities include supervising goal setting and plan development with the educator; conducting classroom observations, collecting and analyzing other evidence as allowed under state regulations; and providing feedback and support to the educator.
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.
- The actions and activities for improvement whether recommended by the Evaluator or suggested by the Educator.
- The educator shall sign his/her Directed Growth Plan within five school days of receipt and may include a written response using the educator response form in Appendix A. The educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the educator.
- The supports and modes of assistance available to the educator from the SSEC. These may include workshops, courses, materials, mentors, or other supports that SSEC may provide to assist the educator in improving his/her performance in the targeted areas. The Supervising Evaluator shall provide the educator with guidance and assistance in accessing the resources and professional development outlined in the directed growth plan. If mandated, these will be funded by the SSEC.
- The anticipated number of announced and unannounced observations that will take place during the planned period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative Evaluation report.

e. Signatures and Delivery

The Primary Evaluator will approve and sign the Improvement Plan and deliver it to the Educator at least 15 days before the start date of the plan.

The educator shall sign his/her Improvement Plan within 5 school days of receipt and may include a written response using the educator response form in Appendix A. The educator's signature shall denote receipt of the plan, not agreement with its contents.

f. 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.

5. 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, 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.
- B. A reflection on practice using each of the four performance standards of effective practice using the appropriate rubric(s) in Appendix C or D.
- C. Proposed goals for the educator's Educator Plan:
 - 1. Each educator must propose one goal directly related to improving student learning and one goal directly related to improving professional practice.
 - 2. The proposed goals must align with program and SSEC goals.

3. Educators shall consider goals for grade-level, subject-area, or program teams, or for other groups of educators who share responsibility for student learning and results.
4. For educators with three or more years' experience in the SSEC rated Needs Improvement or Unsatisfactory, the professional practice goal must address specific standards and indicators identified for improvement.

6. Evaluation Cycle: Goal Finalization and Educator Plan Development

A. 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.

B. 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 in Appendix A:

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

The Improvement 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.

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- The educator's student learning and professional practice goals.
- The actions the Educator will take to attain his/her goals.
- The supports, 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.

C. Approval and Delivery of Educator Plans

The Primary Evaluator must approve and sign, and the Supervising Evaluator (if any) must sign, the Educator Plan and deliver it to the educator 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 receipt and may include a written response using the Educator Response Form in Appendix A. 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.

D. 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.

7. 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. Standard forms shall include all relevant forms in Appendix A. 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 any duration.

All educators shall have at least three unannounced 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:

- 1) The specific standard(s) and/or indicator(s) in question;
- 2) The supporting evidence for the evaluator's concern(s);
- 3) Suggested actions for correcting the concern(s); and
- 4) 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.

8. 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

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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

a. 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.

In all cases, the Supervising Evaluator shall notify the educator in writing of the intended delivery date of a Formative Assessment report at least 30 school days before said date. At least 15 school days before said date, either party may request a personal conference which, shall occur before the Supervising Evaluator completes the Formative Assessment report and delivers it to the educator.

b. 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. On or before April 15, either party may request an in-person conference which shall occur before the evaluator completes the Formative Evaluation report and delivers it to the educator.

c. 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:

- Reports that give an overall rating of needs improvement or unsatisfactory must rely on evidence previously entered into the Record of Evaluation.
- 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

a. 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.

b. 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.

A. Evaluation Cycle: Summative Evaluation

1. Overview

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

2. 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 to the educator.

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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.

3. Completing and Delivering the Report

The Supervising Evaluator shall draft the Summative Evaluation report using the Summative Evaluation Report Form in Appendix A.

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 must rely on evidence 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.

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 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.

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4. 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.

B. Evaluation Review Committee

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.

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 an education evaluation management software program. The Parties acknowledge the electronic format may differ from the print format of the DESE forms.

Appendix A - Forms

Evaluator Tracking Sheet
Self-Assessment Form
Goal-Setting Form
Educator Plan Form
Directed Growth Plan Form
Improvement Plan Form
Evaluator Record of Evidence Form/Evidence Log
Formative Assessment Report Form
Formative Evaluation Report Form
Summative Evaluation Report Form
Educator Response Form
Performance Notice Form

Appendix B - SMART Goals

Appendix C - Educator Rubric

Appendix D - Specialized Instructional Support Personnel Rubric

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