

AGREEMENT

Between

**THE EXECUTIVE BOARD
OF
SHORE EDUCATIONAL COLLABORATIVE**

And

**THE LEA PROFESSIONAL ASSOCIATION
LOCAL 3954, MFT, AFT, AFL-CIO**

PROFESSIONAL UNIT

**SEPTEMBER 1, 2022 TO
AUGUST 31, 2025**

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This Agreement is made and entered into by and between the Executive Board of Shore Educational Collaborative (hereinafter referred to as the "Board"), and the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO, (hereinafter referred to as the "Association"). In consideration of the mutual promises herein contained, the Board and the Association hereby agree as follows:

PREAMBLE

The Shore Collaborative is a voluntary educational collaborative organized pursuant to Massachusetts GL c. 40, Section 4E, as amended. In accordance with the statute, the Collaborative is a voluntary agreement by the School Committees of Chelsea, Everett, Malden, Revere, Saugus, Winthrop, Cambridge, Somerville, and Medford, which have agreed to conduct educational programs and services jointly which permit the School Committees to supplement or strengthen school programs and services. The Collaborative and the Association declare their mutual intent to constructively work together toward the achievement of these educational objectives, supplementing and/or strengthening school programs and services, and recognize the need for maximum flexibility in directing the educational programs and policies of the Collaborative.

The Governance of the Shore Collaborative is exercised jointly by representatives from each of the member school systems which have voluntarily become parties to the Collaborative Agreement and which continue to maintain local autonomy.

WHEREAS, in concert with the educational policy of the Commonwealth of Massachusetts, it is the purpose of Shore Collaborative to provide efficient and effective solutions to educational problems confronting the member school systems, and

WHEREAS, it is also the educational policy of the Commonwealth that in the event that the Collaborative is viewed by its members as no longer serving this purpose, it should not continue.

It is resolved that in the event the Shore Collaborative as defined above ceases to exist, this Agreement should be coincidentally terminated.

ARTICLE I - FEDERATION RECOGNITION AND DEFINITIONS

A. Recognition

For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Board recognizes the Association as the sole and exclusive bargaining agent and representative of all full-time and regular part-time teachers, therapists, nurses, social workers, speech and language pathologists, evaluation team teachers, physical therapists, and vocational trainers employed by the Shore Collaborative, excluding all others certified by the Massachusetts Labor Relations Commission in Case No. MCR-2894.

B. Definitions

1. The term "Educational Coordinator" as used in the Agreement means the responsible administrative heads of their respective programs or areas.
2. The term "teacher", "employee", or professional as used in the Agreement means a person employed by the Board in the bargaining unit as described in Article I.
3. The term "Association Representative" as used in the Agreement means the Union Building representative or other qualified designee of the Union
4. The term "Association" as used in the Agreement refers to the L.E.A. Professional Association, Local 3954, MFT, AFT, AFL-CIO.
5. The term "Executive Director" shall mean the person holding that position.
6. The term "Board" as used in this Agreement means the Shore Educational Collaborative Board.
7. The term Director of Student Services shall mean the Administrator responsible for the overall operations and oversight of the Student Service Division
8. The term "parties" as used in this Agreement refers to the Board and the Association as participants in this Agreement.
9. Wherever a personal pronoun is used in the Agreement, such a pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

ARTICLE II - BOARD RIGHTS CLAUSE

The Board and the Association agree that the Board shall retain and reserve all its statutory rights, authority and obligations in the administration of the Shore Collaborative and direction of its employees. All the functions, rights, powers and authority which the Board has now, or may be granted, or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement, are recognized by the Association to be retained by the Board.

No changes or modifications of this Contract shall be binding on either the Board or the Association unless negotiated, reduced to writing, and executed by the respective duly authorized representatives.

ARTICLE III – WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement

Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have not been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE IV - NO STRIKE - NO LOCKOUT

No member of the bargaining unit covered by the terms and provisions of this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or concerted effort to withhold service, whether sympathetic or otherwise. Employees engaging in such activities may be discharged or otherwise disciplined as the Board deems proper. The Executive Board will not engage in a lockout during the term of this Agreement.

ARTICLE V – GRIEVANCES

Section 1. Definition

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

Any complaint by an employee covered by this Agreement that he or she has been subject to treatment in violation, misapplication or misinterpretation of a specific provision of this Agreement.

As used in this Article, the term "employee" shall mean also a group of employees having the same grievance.

Section 2. Purpose

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

Section 3. Non-limiting clause

Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and, with the agreement of the individual employee, to have the problem adjusted with or without intervention of the Association, provided that any adjustment made is not inconsistent with the terms of this Agreement

Section 4. Timeline

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. A grievance not initiated within the specified time limits shall be deemed waived. Failure of the grievant to appeal a decision within the specified time limits will mean that the grievance is settled on the basis of the most recent disposition. Failure of the Board or its representatives to answer a grievance within the specified time limits will activate the time limits for

appealing the grievance to the next step. Finally, the time limits specified may be extended only by a prior written agreement of the respective parties or their representatives.

Section 5. Steps

Subject to the foregoing, all grievances must in all cases be processed in accordance with the steps, time limits and conditions herein set forth:

Step One - Immediate Supervisor

1. The employees shall present the grievance or dispute in writing to the Director of Student Services within ten (10) school days following the date of the incident giving rise to the grievance.
2. Within 10 school days of receiving the grievance in writing from the employee, the employee(s) and one Immediate Supervisor of the program as well as the Director of Student Services may confer on the grievance with a view of arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may present the grievance personally or he may be represented by a Union Representative, but where the employee is represented he must be present. Whenever a grievance is presented to the Immediate Supervisor by the employee personally, the Director shall give the Union representative the opportunity to be present.
3. The Immediate Supervisor shall attempt to adjust the matter and shall respond to the employee or to the Union Representative who participated in writing within ten (10) school days after the conference described in Step One, #2 occurs.

Step Two - Executive Director

1. If the grievance has not been settled, it may be appealed in writing to the Executive Director within five (5) school days after the response at Step One is due.
2. The appeal shall be in writing and shall set forth specifically the act or incident and the grounds on which the grievance is based.
3. The Executive Director may meet and confer with the aggrieved employee(s) and his or her union representative, if any.
4. Where the employee is not represented by the Union at this step, the Executive Director shall furnish the Association with a copy of the appeal from Step One, together with notice of the date of the conference. In such cases, the Union may be present
5. The Executive Director shall respond to the employee or to the Union Representative(s) who participated within eight (8) school days after receiving the appeal.

Step Three - Arbitration

If the decision of the Executive Director at Step two of the Grievance Procedure is unsatisfactory, only the Association may submit the grievance to arbitration as specified herein. The Association may submit

the grievance to arbitration by giving the Executive Director written notice of such intention to appeal within ten (10) school days after the response under Step Two is due. This appeal to arbitration shall be in accordance with the procedures and conditions set forth in Article I.

ARTICLE VI – ARBITRATION

Section 1.

In the event either the Board or the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and governed by, the following procedure. The arbitration proceeding shall be conducted by an arbitrator mutually agreed to by the Board and the Association within ten (10) school days after the notice of the intention to appeal has been given. If the parties fail to agree within ten (10) school days after written notice of the intention to arbitrate, then the party demanding arbitration shall, within seven (7) school days thereafter, request the American Arbitration Association to provide a list of available arbitrators. The arbitrator is to be selected under the provisions of the Voluntary Arbitration Rules. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 2.

An arbitrator shall have no power to render a decision nor substitute his or her judgment for that of the Board in those areas reserved for the discretion of the Board and said arbitrator shall have the power to render a decision only on an interpretation or application of one of the specifically expressed provisions of this Agreement. The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this Contract and, in reaching his decision, shall interpret the Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended on the rights or authority of the Board other than those expressly set forth herein.

Section 3.

The fees and expenses of the arbitrator's services and the proceedings shall be borne equally by the Board and the Association. However, each party shall be responsible for all the expenses of its own representative, participants, and witnesses, and for the preparation and presentation of its own case.

Section 4.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

ARTICLE VII - ASSOCIATION REPRESENTATIVES AND ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

Section 1. Association Representatives

A written list of Association representatives shall be furnished to the Board immediately after their designation and the Association shall promptly notify the Board of any changes.

Section 2. Association Activity at the School Level

- A. Mailboxes and Electronic Notices
 - a. The LEA Professional Association shall be the only labor organization to have the right to place materials in the mailboxes of all employees.
 - b. The LEA will be permitted to post official notices of activities and meetings of LEA concern on the district's electronic bulletin board kiosks, and a bulletin board to be furnished by the LEA. Said bulletin board shall be limited in size to eight foot by eight foot and kiosks shall be four feet. Each will be placed in each building.
 - c. The collective bargaining agreement shall be posted on the district website.
 - d. The LEA. Professional Association shall be the only labor organization to have the right to place materials in the mailboxes of all employees.
- B. Meetings at Individual Schools

Official representatives of the Association shall have the right to schedule Association meetings of the members at the main office before or after regular work hours.
- C. No Association Activity on School Time.

The Association agrees that unless involved in matters pertaining to a grievance, no employee will engage in union activity during the time he or she is assigned to teaching or other duties.

Section 3. Information to the Association

- A. A list of personnel shall be provided to the Association in September, and shall be updated periodically during the school year.

Section 4. Agreement Copies Available

The Association will be given a clean copy of the signed Agreement. Whenever it becomes necessary for any reason to furnish copies of this Agreement to any bargaining unit employee, the Association shall be responsible for preparation, reproduction and distribution of such copies including expenditure of all labor and costs for such purpose.

ARTICLE VIII – WORKING CONDITIONS

Section 1. Class Size

- A. The Board will establish and maintain class sizes in accordance with state regulations or the educational plan.
- B. Therapist workload shall be reviewed by the administration bi-annually.
- C. Clinical staff duties will be related solely to the clinical/guidance program.
- D. Nurses shall have a caseload that is safe for students and staff.
- E. A committee of bargaining unit leaders selected by the union and management representatives will meet to determine standards for caseloads of Teachers, Clinical Staff, Therapist, and Nurses. That committee will begin its work within 2 months of ratification and will meet bi-monthly until agreement is reached. Once standard has been agreed upon, the standards will be enforceable and a bargaining unit member in these four titles

can then request a review and redistribution of caseloads if the current caseload is not consistent with agreed upon standards. No review will be reasonably denied. If there is no way to safely reassign the employer will make every effort to hire another staff to cover the excess workload.

Section 2. Length of School Year

- A. The normal work year for employees will be 185 days: No teacher will report to work prior to the Monday before Labor Day.
- B. The calendar will be determined by the Executive Board.
- C. The Collaborative's school calendar will be distributed to employees at the beginning of the school year for information purposes, except in unforeseen circumstances. It is understood and agreed that the calendar may be subject to change during the school year.
- D. Whenever schools are closed in any participating town, due to weather, safety or other community-wide reasons, the Collaborative program in that town is also closed.
- E. All provisions of this contract will apply to bargaining unit members who work during the summer.

Section 3. Length of School Day

- A. The workday of employees will begin and end at the time determined by the Executive Board.
- B. The normal workday will begin a half-hour before school and a half-hour after school, the half hour after scheduled class dismissal times. The later school day hours apply to all professional staff who work across programs with students dismissed at 2 and 2:30.
- C. The normal work week is five (5) working days.
- D. During Professional Development days (held on student early release days), professional staff will be required to stay until 3:30pm, no more than twice per month. The schedule for these early release days will be given to staff no less than ten business days in advance. In addition to PD, it is understood and agreed that throughout the year employees may be required to attend no more than five (5) after school or one (1) evening meeting(s) per year. **Staff will be notified about scheduled meetings that will take place outside of the normal work day at least (10) business days in advance.**
- E. Teachers shall sign in daily when they arrive at and leave their school for the day. Weekly timesheets are submitted to the appropriate supervisor and must be signed by employees. Signature indicates that all time is accounted for and accurately reflects work, leave or unpaid time. Unexcused absence and unexcused tardiness may be cause for discipline, loss of pay and/or dismissal.
- F. It is recognized that all presently existing shift schedules may be altered to serve the best

interest of the Shore Collaborative. If permanent changes in shift schedules are contemplated, the Association will be contacted for consultation concerning those changes. If it is agreed a permanent change is necessary, the Association retains its right to negotiate the impact of said change.

Section 4. Budgets

Teachers shall be notified 3 weeks prior to the beginning of each school year as to the curriculum materials budget for their classes. At that time, teachers may begin requisitioning items using Shore's purchasing system. If a teacher requests and is approved to purchase materials with their own money, they will be reimbursed when all written proof of purchase (receipts or invoice and packing slips) is submitted. The business office will make every effort to mail reimbursement checks to staff within two weeks of receiving and approving all required documentation. Teachers shall be informed of changes in the class budget during the school year.

Section 5. Cooperating Teachers

- A. Acceptance of a teacher trainee shall be voluntary. Advance notice of the assignment of a trainee shall be provided.
- B. The cooperating teachers shall receive whatever is offered by the institution that provides the student teacher.

Section 6. Hiring Substitutes

If possible, substitutes will be hired to cover classes, of regularly assigned teachers and Nurses when they are absent. If there is advanced notice of extended absences of Therapists and Counselors, Shore will make good faith efforts to hire subs to cover their caseloads/responsibilities. Additional paraprofessional positions will be budgeted and posted/hired to provide substitute coverage.

Shore will post all open (either vacant or in need of a substitute for an extended period of time) positions and repost those positions on a bi-weekly basis until the positions are filled. The union will be notified when a position is posted and/or reposted. If a substitute for the position cannot be found prior to the position being vacant or one week prior to a worker who normally performs these duties is out for an extended period (more than two weeks) a temporary agency will be reached out to. The union will be notified of which agency, which position, and whether the agency will be providing a replacement.

Section 7. School Facilities and Equipment

- A. Mailboxes for employees shall be provided in all schools, wherever possible and at the main office.
- B. Printers, photocopiers and Computers shall be available for all employees to use for school/Shore business.

- C. Teachers will not be required to do custodial duties; however, they are responsible for maintaining equipment used in connection with teaching.
- D. Professional Staff dining areas shall be furnished with 96 X 48 Bulletin Boards and Kiosks (purchased by the Union). These shall be for the exclusive use of the Association.
- E. The Union has the right to schedule meetings in the building after regular school meetings.
- F. There shall be a scheduled thirty (30) minute time block at Orientation for the Union Executive Board. Employer personnel shall not be present at this meeting.
- G. The Union has the right to distribute materials at the Orientation and employee mailboxes.

Section 8. Employee Development and Training

The Shore Collaborative agrees to encourage the development and training of employees in the following manner:

- A. Allow for the time schedule adjustments, which facilitate the employees' educational advancement. Any such adjustment remains at the discretion of the Collaborative Board.
- B. The Administration may train professional employees in trainings mandated by regulation and policy.
- C. A diversified program of in-service training shall be provided for all employees. The program will meet the needs of experienced teachers as well as new hires.
- D. The Board agrees to reimburse all employees to whom this Agreement applies an amount of \$400 per credit to any accredited college or university for any approved college course successfully completed for the purpose of professional development. Notwithstanding the foregoing provision, the maximum amount to be expended by the Board for such course reimbursement shall not exceed forty thousand dollars (\$40,000) per year. Registration Fees will not be reimbursed.

Such tuition reimbursement shall require the approval of the Administration, in writing. For purposes of this section, successfully completed shall mean a grade of B or better. Each Professional seeking reimbursement under this section shall submit to the Executive Director evidence of payment of tuition and final grade as a precondition of reimbursement for such payment. The Board agrees to reimburse professionals approved professional development, seminars and workshops based on annual budget allocations. The approval process shall be completed within fifteen (15) days of receipt of all required documents.

Section 9. Information at School Level

- A. Employees shall be notified at the beginning of the school year of the following information: The budget for their class, and the date on which all reports are due.

Section 10. Employee Files

- A. There shall be only one official file for each employee and this shall be maintained in the office of the Executive Director.
- B. NO material derogatory to an employee's conduct, service character, or personality shall be placed in the file unless the employee shall acknowledge the material by signing a statement indicating that he or she has read the contents but is not necessarily in agreement with them: The employee will also have the right to respond in writing to the material and to have the response placed in the file.
- C. No material of anonymous authorship will be placed in the employee's file.

Section 11. Emergency Procedure

Emergency procedures for handling students when transportation is late will be clearly outlined by the Board. If a transportation problem or other emergency caused a professional to remain thirty minutes beyond student dismissal time, the professional will be compensated at 1 1/2 times his or her normal hourly rate.

Section 12. Duty Free Lunch Period

All employees shall be guaranteed a half-hour duty free lunch period between 10:30am and 1:30pm.

Section 13. Extended School Year Programs

Summer program dates, hours, and program assignment will be set by Shore Administration annually and all professionals shall be notified of this information no later than February 1.

Section 14. Preparation Periods

During school year 22-23, there will be five preparations periods per educator, per week, one of which is dedicated to common planning time (small or large team meetings.) A preparation period shall be defined as a period of time no less than 30 minutes and can be partially before or after students being present. Lunch breaks will not constitute preparation periods. A professional required to perform assigned duties, (including IEPs, coverage, or other meetings) will be additionally compensated at the rate of \$40 a period for any prep period missed in a week up to four. Starting in the school year 2022-2023, teachers will not be required to do administrative tasks during preparation periods, including printing/stapling/collating IEPs, progress reports, report cards, cover sheets, or academic updates.

Within one (1) month of ratification, management will implement this language.

Starting school year 2023-2024, there will be five preparation periods per educator, per week, one of which is dedicated to common planning time (small or large team meetings.) Three (3) of the preparation periods will be forty-five (45) minutes in duration, two preparation periods will be thirty (30) minutes in duration. A preparation period shall be defined as a period of time while students are present. Lunch

breaks will not constitute preparation periods. A professional required to perform assigned duties, (including IEPs, coverage, or other meetings) will be additionally compensated at the rate of \$40 a period for any thirty (30) minute preparation period or \$50 for any forty-five (45) minute preparation period.

Individual Education Plan and parents' meetings to special education students will not be scheduled by the Collaborative before or after the professional workday. Meetings that occur during the professionals' prep periods, will be compensated at the rate of \$40 a period for any thirty (30) minute preparation period or \$50 for any forty-five (45) minute preparation period.

A professional required to teach a culinary arts class or activity, where shopping is required will arrange time with their coordinator to leave up to 30 minutes early or arrive up to 30 minutes late so that shopping may be done during normal work hours.

Section 15. Joint Labor Management Committee

There shall be a joint labor management committee consisting of up to two professional staff and two administrators, which shall meet to discuss mutual issues which can be raised by either party. Meetings will be scheduled during early release times for 30 minutes, monthly.

Section 16. Remote Work

When a professional development session is virtual and can be reasonably done offsite with minimal disruption to the school community, a bargaining unit member may request to do the session remotely. No reasonable request shall be denied.

ARTICLE IX - NO DISCRIMINATION

Section 1.

The Board and the Association agree that there shall be no unlawful discrimination against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, union activity, or disability.

Section 2.

The Association will represent equally all persons without regard to membership in, or association with the activities of an employee organization.

ARTICLE X – COMPENSATION

Section 1. Salary Scales (See Appendix B)

See Salary Scales in Appendix – B

Section 2. Initial Salary Rate

- A. The Executive Director shall fix the initial salary rate of each employee entering employment. Employees shall be placed at the step appropriate for the degrees earned, previous experience, and special skills. Initial placement on the salary schedule shall not be subject to the grievance procedure.
- B. Credit for prior professional experience shall be granted to new employees at the discretion of the Executive Director. For salary credit purposes a minimum of 90 days service, within a school system within one school year, shall be the basis for computing one year's experience.

Section 3. Salary Scale Advancement

Subject to the foregoing, employees who served a minimum of 90 days in a school year will advance one (1) step on the salary schedule for the following school year.

Section 4. Additional Compensation

- A. An employee who is employed to teach during the summer shall be compensated on a pro rata basis of his/her current salary for the proceeding school year.
- B. Employees who provide professional support or participation in Shore sponsored or approved educational activities outside of their regular teaching hours during the school year or a summer session, will be compensated at their normal hourly rate per hour. This will include but not be limited to grants, special projects, in service trainings, seminars, Safetycare recertification, materials development, professional development, or workshops.

Section 5. Payments and Deductions

- A. Appropriate payroll deductions will be made for federal and state taxes and for any other payroll deductions required by law.
- B. Employees paychecks will be directly deposited semi-monthly throughout the calendar year, not to exceed twenty-four (24) paydays from September 1 to August 31. Employees may also request their total annual salary to be paid over a ten (10) month period in twenty (20) equal installments, provided that such request is submitted in writing by the date specified. If the payday falls on a holiday, then payments shall be made on the preceding workday.
- C. If the School year ends on June 22nd or later, the last check will be issued no later than July 5th.

Section 6. Vehicle Use

- A. Employees shall receive a mileage reimbursement for authorized use of private automobiles for official school business. The rate per mile shall be calculated on the new IRS rate.
- B. Employees using public transportation for official school business shall be reimbursed for the cost of all fares.

- C. The employer shall reimburse related travel costs including parking and toll expenses.
- D. No employee shall be required to transport any student in their own vehicle.

Employees who volunteer to drive their own vehicles, with parental consent, must provide consent to have their driving records checked through the Registry of Motor Vehicles. Employees must receive prior approval by the Executive Director/designee before driving Shore vehicles.

All professionals who volunteer and are authorized to drive Shore vehicles must provide verification of current driver’s licenses, and immediately notify Shore of any driving violations or suspension/revocation of license.

Section 7. Longevity

All employees shall receive in addition to any other salary entitlement, a longevity stipend which shall read as follows: to be issued no later than the 30th of June.

After 10 years of service	\$1,500
After 15 years of service	\$1,750
After 20 years of service	\$2,000
After 25 years of service	\$2,500

Section 8. MCAS Alternative Assessments

Teachers who are required to submit MCAS Alternative Assessments with three (3) or more portfolios will receive one (1) day of substitute coverage to do so. Time will be scheduled for substitute coverage on month prior to the due date of the MCAS Alternative Assessments.

Section 9. Employee Leadership Positions

- A. A professional who is assigned mentoring duties by their coordinator with the approval of the Student Service Director for a particular school year will be paid an annual stipend of \$2,500 per mentee for any school year that they are so assigned. Mentor assignments are for one (1) school year although the Student Services Director may at his/her discretion choose to re-assign a particular teacher for successive years. The Student Services Director will consider a teacher’s certification areas and proximity to the teacher to be mentored when determining who will be assigned to a mentoring opportunity. All teachers have the option of declining mentoring assignments.
- B. A teacher assigned as a Lead Teacher for a particular school year will be paid a stipend of \$3,000 for any school year so assigned. Lead teachers assist both administrators and teachers in regular academic tasks relating to the academic department and/or grade level to which the Lead Teacher is assigned. Lead Teacher assignments are for (1) school year, although the Coordinator may at his/her discretion choose to re-assign a particular teacher for successive years. All teachers have the option of declining Lead Teacher assignments.

C. Employees who coordinate the following programs will receive an annual stipend of \$300.00

- ❖ High and Middle School and elementary School Science Fair
- ❖ High School Yearbook
- ❖ High School/Middle School Basketball Program
- ❖ High School/Middle School Track and Field Program

Section 10. Licensure Reimbursement

The employer shall reimburse bargaining unit members for cost of maintaining certifications, licenses, or permits that are required as a condition of employment. This shall include but not be limited to maintaining social work certification and state licensure. Reimbursement checks will be mailed within 15 days whenever possible after receiving documentation of fees paid and license/certificate renewal.

ARTICLE XI – SUPPLEMENTAL BENEFITS

Health Insurance

Shore Educational Collaborative will establish a health insurance advisory committee with at least one representative from the professional and one representative of the paraprofessional unit. The purpose of the committee will be to meet with Shore's health insurance broker annually, prior to renewal, to review and provide input on plan options. Shore Educational Collaborative shall provide at least two health insurance plan design choices for family, individual and when possible individual plus one. The employer contribution for each plan will be 70% and the employee contribution will be 30%. An employee may choose one plan based on the procedures established by the Collaborative.

Dental Insurance

At the time of dental insurance contract renewal, but no later than July 1st the Collaborative will provide seventy 70% contribution of an enhanced dental plan.

Disability Insurance

The Shore Educational Collaborative will provide a long-term disability plan to all members of the bargaining unit. Teachers earning more than \$40,000 per school year may, at their own expense, purchase additional disability coverage based on the current policy definition and limits established by the Insurance Provider.

Short Term Disability Insurance

The Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid short-term disability insurance plan.

Life Insurance

The Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid life insurance.

Parental Benefits

Parental benefits shall be provided according to statute, twelve (12) weeks unpaid leave with no interruptions of Shore's contribution to an employee's health insurance benefits.

ARTICLE XII – PAID LEAVE OF ABSENCE

Section 1. Sick Leave

- A. Sick leave shall be granted in the amount of 1- 1/2 days per month per contract period not to exceed fifteen (15) days in any work year. Such leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof Sick leave accrual shall be to a maximum of 90 days with provisions for utilization to be determined by the Board of Directors.
- B. Each September 15 days of sick leave shall be available to each person in actual service on or before October 1 of that school year.
- C. Periodically, paychecks will be adjusted to reflect used sick leave in excess of actual days earned.
- D. For absence due to illness or injury for five (5) or more successive days, or when deemed necessary, a statement of verification from a physician or written justification maybe requested front and provided by the employee to a supervisor.
- E. Summer Session Extended School Year Program Sick Leave.
 - a. Employees covered by this agreement and who are required to work a thirty (30) day Extended School Year Program will be provided two (2) sick days for the session. Sick days may be saved, added to the school year allocation, and may be added to personal sick accrual.
- F. Sick Leave Buy Back

A bargaining unit member who has used fewer than six (6) sick days in a school year, exclusive of Sick Bank donations, may elect to redeem sick days in a lump sum cash payment one hundred and seventy-five dollars (\$175) according to the following schedule:

- If you were absent no more than 2 days, you may buy back up to 8 days.
- If you were absent no more than 3 days, you may buy back up to 7 days.
- If you were absent no more than 4 days, you may buy back up to 6 days.
- If you were absent no more than 5 days, you may buy back up to 5 days.
- If you were absent no more than 6 days, you may buy back up to 4 days.

At a rate of \$175/day.

- G. Status of Leave - Status of employee accrued sick leave will be available electronically.

H. Sick Leave Bank

Starting in School year 2023-2024 there shall be a Sick Leave Bank. The sick leave bank shall be comprised of four (4) members. The President of the LEA Professional Association shall appoint two (2) members. The Executive Director of the Shore Collaborative shall appoint two members.

The bank shall be administered in accordance with the guidelines of this article. One of the Association representatives shall serve as Chair of the Sick Leave Bank Committee.

All leaves must be approved by the Executive Director/designee, and adhere to statutory requirements for FMLA, and Shore policies and procedures. Before being eligible to draw on the sick leave bank, staff on approved leaves must exhaust all current and accumulated sick leave, with the following exception: a professional who through illness anticipates they will exhaust all available sick, and personal leave may apply ten (10) days prior to exhaustion of his/her sick leave. Staff who meet these criteria may apply in writing to draw on the "bank".

This bank may be used to cover any absence that is covered by FMLA. There will be a limit of 10 days from the bank to cover Parental Leave for a new child. Members will have had to contribute 1 day prior to September 1st of the school year to be eligible during that school year. The bank may not be used to supplement short-term and long-term disability.

The initial request from the bank shall not exceed thirty (30) days. After the initial request has been exhausted a member can file up to fifteen (15) additional days. All requests from the bank shall not exceed thirty (30) days in any one request and each member may draw up to a total of forty-five (45) in a school year. Three votes shall be needed to refuse or grant a sick bank request. Authorization or refusal for bank days must be in writing and signed by the Chair of the Sick Leave Bank Committee.

The Executive Director shall bring any suspected case of sick leave bank abuse before the Sick Leave Bank Committee. Should the Sick Leave Bank Committee, by majority vote of those present and voting, determine that an abuse pattern does exist the matter will be remanded back to the Executive Director. Should the Executive Director take disciplinary action such action shall be subject to review under the just cause provision of the Collective Bargaining Agreement.

Each bargaining unit member who wishes to be eligible to participate in the sick leave bank shall contribute two (2) days of their unused sick leave to the bank at the start of each school year. Each day contributed will be subtracted from that educator's individual sick leave. An additional donation will be made whenever the total number of days remaining in the bank is reduced to thirty (30) days. There can be no more than one request for additional donations per year.

Section 2. Parental Leave

A. Upon receipt of at least two (2) weeks written notice of the employee's anticipated date of

departure and intention to return, the Board shall grant a leave of absence without pay for up to twelve (12) weeks for the purposes of parental leave (including adoption). Employees will inform the Executive Director as soon as possible regarding cessation of their services and return to work in order to enable the Collaborative to make necessary arrangements for instruction.

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

Section 3. Religious Holidays

Bargaining unit members shall receive two paid (2) days a year for observance of religious holidays that fall upon a school day. Requests for time off for the observation of religious holidays must be submitted in writing to the Executive Director thirty (30) working days in advance of the requested day except for holidays that fall in August or September. Professionals have 5 days to submit in writing the requested days if they fall in August or September. If the program should close for that date due to inadequate staffing, the staff may be required to make up that time through additional work days at the end of the school year or through additional program hours. In no instance shall time off under this article be requested for the purpose of extending a holiday or vacation.

Beginning in the school year 2023-2024, Good Friday will not be observed as a holiday and will be a scheduled work day.

Section 4. Professional Leave

Two (2) paid days of professional leave for Attendance at conference or site observation may be granted at the discretion of the Executive Director upon the receipt of a written request. Requesters shall be informed via email of approval or denial within fifteen (15) business days of the request. This request will be granted with pay. A written report on conference attendance or site observation may be requested.

Section 5. Bereavement Leave

- A. Funeral Leave will be granted in the amount of up to five (5) days for immediate family members defined as spouse, mother, father, brother, sister, son, daughter, or relative residing in the employee's household.

In the event of a familial loss (either by the pregnant person or the co-parent) of a pregnancy due to miscarriage or stillbirth, educators shall be entitled to up to five (5) days at the time of this loss. Neither the length of the pregnancy nor the number of children will impact the number of days to which members of the bargaining unit are entitled.

- B. Funeral leave will be granted in the amount of up to two (2) days for family members defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

- C. Funeral leave will be granted in the amount of up to two (2) days for family members defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.
- D. Funeral leave will be granted in the amount of one (1) day or portion thereof per school year for other relative or nonrelative bereavement.
- E. One (1) additional day or portion thereof per school year for other relative or non-relative bereavement.
- F. In all instances of bereavement leave, the Educational Coordinator will be contacted to arrange with the teacher the needed schedule for any bereavement leaves.
- G. The Executive Director may approve up to 5 days for relative not defined as immediate family given special considerations as requested by the employee.

Section 6. Personal Leave

- A. Teachers shall be granted 2 personal days. Personal days may be used for personal business, emergencies or other personal matters that cannot be scheduled outside of the school day. Personal days may not be granted if not in the best interest of the program schedule or staffing pattern for the day. Personal days shall not be granted to extend a vacation or holiday.
- B. Personal days shall be applied for in writing to the immediate Supervisor (Educational Coordinator) at least five (5) days prior to the requested date.
- C. Under extenuating circumstances, the five (5) day period may be waived but at least twenty-four (24) hours request must be provided, except in dire emergencies. Waivers and approvals are at the discretion of the Administration.
- D. In exceptional cases when unpaid days are requested before or after a holiday or vacation, as much advance notice as possible but least (30) days must be given. Requests should be made to the Director in writing. Requests made be approved or denied without regard to past practice or precedent. Unpaid days may only be requested if personal days are depleted.

Section 7. Family Medical Leave Act

The Shore Educational Collaborative will adhere to the mandates of the Family Medical Leave Act. Approved FMLA leaves may not exceed the 12-week period within a twelve-month period as defined by the Act, and may not roll over in succession from either the calendar or fiscal year. Employees will adhere to the policies and procedures defined by the Act and the Collaborative.

Section 8. Small Necessities Leave Act

The Shore Educational Collaborative will adhere to the Small Necessities Leave Act. Employees will be required to use their existing leave time. In the event that an employee has exhausted their yearly-accrued leave time they may be granted additional leave under this act without pay. Employees will adhere to all of the policies and procedures of this Act as defined by the law and the Shore Educational Collaborative.

Section 9. Other Leave

Shore Educational Collaborative will provide release time without loss of pay to all employees for any school related activity or subpoenas including cases involving job related assaults.

Section 10. State & Federal Law

Nothing in this Article will be construed as limiting the professional's rights under Federal and/or State Law and/or regulations.

ARTICLE XIII - UNPAID LEAVE OF ABSENCE

Leave without loss of employment status may be granted without pay upon request.

This leave pertains to such areas as long-term illness, or other reasons approved by the Board.

The Shore Educational Collaborative shall adhere to all mandates of the Family Leave Act.

ARTICLE XIV – PERSONNEL EVALUATION

This Article in its entirety is in appendix A

ARTICLE XV - RESIGNATION/TERMINATION

Resignation must be in writing and submitted thirty (30) days in advance of resignation date on the part of the employee.

Termination notification shall be in writing from the Collaborative Board with fifteen (15) working days' notice.

ARTICLE XVI - ASSIGNMENTS/TRANSFERS/PROMOTIONS

- A. All employees are eligible to apply for transfer or for promotion to vacant positions.
- B. The right of assignment remains within the sole prerogative of the Executive Board. However, in making its decision the Board will consider the needs of the Collaborative, the applicant's qualifications, licenses, work history, education and training (as it relates to the vacant position), and length of service to the Collaborative.
- C. For purposes of this article, seniority shall be defined as it is defined in Article XXI. Any approved leave of absence will be counted towards seniority.
- D. When a vacancy occurs in a position covered by this Agreement, the Shore Collaborative shall post a notice of the vacancy on the appropriate bulletin board at the Collaborative's Administrative Office. Notices of vacancies which occur during the summer will be mailed to the

Association's representative in addition to being posted as above.

- E. Members of the bargaining unit who wish to apply for the vacancy shall notify the Executive Director in writing within five days after the position has been posted.
- F. The Collaborative shall select the applicant it determines most qualified for the position. When, in the determination of the Collaborative Board or its designee, the qualifications of two or more applicants from within the unit are equal, the position shall be awarded to the most senior applicant from the bargaining unit.

ARTICLE XVII - REDUCTION IN FORCE

In the event the Board determines to reduce the number of employees in the bargaining unit by layoff during the term of this Agreement, where qualifications are equal, the order of layoff shall be in reverse order of seniority as an employee of the Shore Collaborative. Qualifications shall consist of evaluation and professional capabilities, such factors to be determined solely by the Collaborative Board in a non-arbitrary or capricious manner.

For purpose of this article, total continuous time as a full-time professional employee of Shore Collaborative, in a permanent position covered by this Agreement, in months and days shall be used to compute an employee's length of service (seniority). An employee shall acquire seniority beginning from the date of his or her employment.

For the purposes of this article, the length of service of an employee shall be broken and no prior periods of employment with the Board shall be counted if such employee:

- A. voluntarily resigns his or her employment; or
- B. is discharged for cause.

An approved leave of absence shall not constitute a break in service, for purposes of this article, however seniority shall not continue to accrue during such leave. Each fall the Executive Director shall post a seniority list of all employees covered by this Agreement. The list shall show date of hire and the program in which the employee is working, and a copy will be forwarded to the President of this Association. This list shall be deemed to be accurate unless challenges to its accuracy are submitted in writing to the Executive Director within fifteen (15) working days from publication of the list.

An employee who is on layoff shall, for one (1) school year after the effective date of layoff retain first preference to recall rights in inverse order of layoff to a position from which he or she is laid off provided he or she is qualified, certified, and meets the needs of the Collaborative. If a laid off employee refuses an offer of recall, his or her name shall be removed from the recall List, and recall rights shall be terminated.

ARTICLE XVIII - DUES CHECKOFF

Section 1. Payroll Deduction

The employee may authorize payroll deduction for Association dues. Such authorization may be

revocable as provided by law, and shall be submitted on the appropriately signed dues deduction card (see Appendix B).

Section 2. Dues Deduction Authorization Cards

The signed dues deduction authorization cards, which shall be distributed and collected by the Association, must be received by the Executive Director upon being given thirty (30) days' notice in writing that the employee wishes to withdraw this authorization.

Section 3. Liability

The Association shall identify and save the Board and/or towns of Chelsea, Malden, Everett, Medford, Revere, Saugus and Winthrop harmless against all claim, demands, suits or other forms of liability which may arise by reason of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article.

Section 4. Dues Check Off

- a. The Union may secure authorization for payroll deductions for Union dues. Shore Educational Collaborative will provide a copy of the LEA Appendix B Authorization for Payroll Deduction to all newly hired employees on date of hire. Union dues will be deducted from his/her salary and transmitted to the LEA Local 3954. Such authorizations may be revocable as provided by law.
- b. Each year Shore Educational Collaborative will submit the following:
The amount of Union dues payable to the Union, deducted from the salaries to the Union Treasurer, Union Professional Unit President, Union Paraprofessional Unit President and LEA Union Secretary via email. This will include the Union member's name, the amount of dues deducted, the pay period of the deduction, the total deduction amounts and whether the member is on a 20 or 24 week deduction period and member of the Union Professional Unit or Union Paraprofessional unit.
- c. Shore Educational Collaborative will provide the name of any employee hired within 7 days of hiring date to the Union Secretary and Union Treasurer via email.
- d. Shore Educational Collaborative will notify the Union Secretary and Union Treasurer of any employee hired or any employee separated from service from Union payroll deductions within 7 days of separated from service date to the Union Secretary and Union Treasurer via email.

ARTICLE XIX - NEW ISSUES

The parties may at any time during the effective life of this Agreement mutually agree to negotiate regarding issues arising from unforeseen circumstances which affect employees.

ARTICLE XX - SEVERABILITY AND SAVINGS

Section 1.

If any provision of this Contract shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law.

Section 2.

In the event that any provision of this Contract is found to be contrary to law, all other provisions of this Contract shall remain in effect.

ARTICLE XXI - DRESS CODE

Employees are not permitted to wear clothing with rips and/or tears, faded and/or worn out; clothing with derogative slogans, and/or pictures; advertising of tobacco products, drugs, alcohol, illegal substances; tank tops/halter tops, clothing which displays one's bare belly/midriff cleavage; low rise jeans that expose hips; sweat pants, visible underwear (including tops and bottoms, straps and waistbands) no caps or any other head coverings; items that are spandex. As needed, from time to time changes in the dress code will be discussed with the union leadership and mutually agreed upon changes will be conveyed by the Executive Director, in writing to all members

ARTICLE XXII- DURATION

This Agreement and each of its provisions shall be in effect as of September 1, 2022, and shall continue in full force and effect until August 31, 2025, and shall renew itself from year to year, unless either party notifies the other party by certified mail no later than October 1, 2024, or any other October thereafter of its desire to terminate or modify the present Agreement.

ARTICLE XXIII - AGENCY FEE

As a condition of employment, members of the bargaining unit who are not members of the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO shall pay to the LEA Professional Association an agency service fee. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the MLRC.

ARTICLE XXIV - DISCIPLINE

No employee with three (3) or more years of service at the collaborative, shall be disciplined or discharged without just cause.

IN WITNESS THEREOF, the Board has caused this instrument to be duly executed by its authorized designees and the Association acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunto duly authorized the day and year first written above.

LEA PROFESSIONAL ASSOCIATION

SHORE EDUCATIONAL COLLABORATIVE

APPENDIX A – Teacher Evaluation Contract Language

Teacher Evaluation Contract Language

Teacher and Caseload Educator Contract Language
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(26) General Provisions

1) Purpose of Educator Evaluation

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

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

- A.) **Administrator – At Shore: Executive Director; Director of Student Services; Educational Coordinator**
- B.) ***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.
- C.) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, physical and occupational therapists, and some reading specialists.
- D.) **Classroom teacher:** Educators who teach PreK - post secondary whole classes, and teachers of special subjects as such as art, music, library, and physical education.
- E.) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- F.) ***Collaborative-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level Collaborative-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments, and Collaborative-developed pre and post unit and course assessments, and capstone projects.
- G.) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- H.) ***Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator who is not an EE; or, at the discretion of an Evaluator, for an Educator with EE 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 who are EE and who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators who are EE and who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators who are EE and who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- I.) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- J.) ***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”).
- K.) ***Evaluator:** Any person designated by the executive director who has primary or supervisory responsibility for observation and evaluation. The executive director is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the **Educator Plan goals, and making recommendations about the evaluation** ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. In cases where there is no predominate assignment, the executive director will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- 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.) ***Experienced Educator (EE):** An Educator with 3 or more years’ experience at Shore (EE).
 - N.) ***Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
 - O.) ***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.
 - P.) ***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.
 - Q.) ***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.
 - R.) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

- S.) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and Collaborative assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- T.) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. The use of video observations will be discussed by the Education Evaluator Labor Management Committee and by mutual agreement, be included in the process. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and Collaborative administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U.) **Parties:** The parties to this agreement are the Shore Board of Directors and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- V.) ***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 Collaborative-wide.
 - Proficient: The Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: The Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W.) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

- X.) *** Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41. {Note that this statute applies only to public school district staff; not collaborative Educators.}
- Y.) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and Collaborative-determined measures. The parties will negotiate the process for using state and Collaborative-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Z.) **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
 - vi) Attainment of Student Learning Goal
- AA.) ***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
- BB.) ***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.
- CC.) ***Superintendent = Executive Director:** The person employed by the Shore Board of Directors. The executive director is responsible for the implementation of 603 CMR 35.00.

- DD.) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE.) ***Trends in student learning:** At least two years of data from the Collaborative-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A.) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two Collaborative-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects Collaborative-wide. These measures may include: portfolios, approved commercial assessments and Collaborative-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator’s contribution to student learning, growth, and achievement set by the Collaborative. The measures set by the Collaborative should be based on the Educator’s role and responsibility.
- B.) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of any duration.
 - ii) Announced observation(s) for non-Experienced Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.

- C.) Evidence relevant to one or more Performance Standards, including the following:
- i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal;
 - iii) Evidence of progress toward student learning outcomes goal.
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the executive director.

4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The Collaborative may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the Collaborative, reviewed by ESE, and agreed upon by the joint Labor-Management Committee formed to discuss and revise the educator evaluation tools and process.

5) **Evaluation Cycle: Training**

- A.) Prior to the implementation of the new evaluation process contained in this article, Shore shall arrange training for all educators, administrators, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The Collaborative through the executive director shall determine the type and quality of training based on guidance provided by ESE.
- B.) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the executive director or director of student services. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The Collaborative through the executive director shall determine the type and quality of the learning activity based on guidance provided by ESE.

***** All timelines and dates for YEAR 1 (2013-2014) will be replaced with the YEAR 1 dates as shown on Pages 19 and 20.**

6) Evaluation Cycle: Annual Orientation

- A.) At the start of each school year, the executive director, director of student services or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The executive director, director or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the Collaborative. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) Evaluation Cycle: Self-Assessment

- A.) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the Collaborative's rubric.
 - (c) Proposed goals to pursue:
 - One goal directly related to improving the Educator's own professional practice.
 - One goal directly related to improving student learning.
 - Goals will be mutually agreed upon by the evaluator and educator.
- B.) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results,

except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators who are EE and have ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators who are EE and have ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators who are EE and have ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - D.) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators who are not EE**
 - A.) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B.) In their second and third years of practice or second and third years as a non-Experienced Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators who are EE**
 - A.) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
 - B.) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
 - C.) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four

unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

When observing Educators, the Evaluator shall utilize the *Report of Observation Form* found in the Appendix. If an observation raises questions or concerns, the Evaluator will check the "We need to talk" box found on the report form. Upon receipt of the form, the Educator will have two days to request a meeting with their evaluator.

If an observation is of concern, the Evaluator's concerns shall be in writing and shall include the specific standard(s) and/or indicator(s) in question; the evidence supporting the concern(s); suggested actions for correcting the problem; and any supports and resources that are available to the Educator. The Educator is responsible for addressing the need for improvement.

The Educator may submit comments and/or additional information that are relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's personnel file and the Evaluator who collected and documented the evidence shall acknowledge receipt with his/her signature.

A.) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the evaluator, director, executive director or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, placed in the Educator's mailbox or electronically submitted to/shared with the Educator.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B.) Announced Observations

- i) All non-Experienced Educators in their first year in the school and Experienced Educators on Improvement Plans shall have at least one Announced Observation.
 - (a) The Evaluator, with input from the Educator, shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (c) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with any changes prior to the observation.
 - (d) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- C.) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- D.) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (a) Describe the basis for the Evaluator's judgment.
 - (b) Describe actions the Educator should take to improve his/her performance.
 - (c) Identify support and/or resources the Educator may use in his/her improvement.
 - (d) State that the Educator is responsible for addressing the need for improvement.

12) Record of Observation and Evaluation

- A.) Each Educator's Evaluation shall consist of the agreed upon collection of evidence forms in Appendix A.
- B.) The report of the observation and evaluations shall be maintained as part of the Educator's personnel file, pursuant to Article [TBD] in the CBA. This record shall be used to document and preserve evidence utilized in the evaluation process.

- C.) Every Educator shall have the right to compile and present any evidence or information that related to his/her performance against the standards and/or progress toward plan goals. The Educator may share said evidence/information with his/her Evaluator(s) at any point in the evaluation cycle consistent with the DESE timeline. The Employer shall acknowledge receipt of said contents with his/her signature.

13) **Evaluation Cycle: Formative Assessment**

- A.) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice. Formative or Summative Evaluation reports shall be based primarily on evidence provided by the Evaluator(s) and Educator consistent with the evaluation process.
- B.) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C.) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D.) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E.) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F.) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, to the Educator's school mailbox, or electronically submitted to/shared with the Educator.
- G.) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H.) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative

Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- I.) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J.) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A.) Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B.) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C.) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D.) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, to the Educator's school mailbox, or electronically submitted to/shared with the Educator.
- E.) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F.) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G.) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- H.) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I.) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

15) **Evaluation Cycle: Summative Evaluation**

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

- J.) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K.) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L.) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M.) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N.) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O.) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

16) **Educator Plans – General**

- A.) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with Collaborative and school goals.
- B.) The Educator Plan shall include the following:
 - i) One goal related to improvement of practice tied to one or more Performance Standards;
 - ii) One goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or Collaborative. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C.) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, the Collaborative, or other providers in accordance with the Educator Plan.

17) **Educator Plans: Developing Educator Plan**

- A.) The Developing Educator Plan is for all Educators who are not EE, and, at the discretion of the Evaluator, Educators who are EE but in new assignments.
- B.) The Educator shall be evaluated at least annually.

18) **Educator Plans: Self-Directed Growth Plan**

- A.) A Two-year Self-Directed Growth Plan is for those Educators who are EE, who have an overall rating of proficient or exemplary, and after 2014-2015, whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B.) A One-year Self-Directed Growth Plan is for those Educators who are EE, who have an overall rating of proficient or exemplary, and after 2014-2015, whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

- A.) A Directed Growth Plan is for those Educators who are EE whose overall rating is needs improvement.
- B.) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C.) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D.) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E.) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

20) **Educator Plans: Improvement Plan**

- A.) An Improvement Plan is for those Educators who are EE whose overall rating is unsatisfactory.
- B.) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as

unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins. It will be up to the Educator whether or not they participate in summer activities.

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

- vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H.) A copy of the signed Plan shall be provided to the Educator. The Educator’s signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I.) Decision on the Educator’s status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the executive director that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the executive director that the Educator be dismissed.

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

Activity:	Completed By:
Executive Director, Director of Student Services, Educational Coordinator or designee(s) meet with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	

Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators who are EE on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>

Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

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

21. Career Advancement

- A) The Director of Student Services or another Administrator considering making an employment decision for any Experienced Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Executive Director by May 1. The Director’s decision is subject to review and approval by the Executive Director.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators who are EE, whose summative performance rating is exemplary and, after 2014-2015, whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, public commendation or other acknowledgement as determined by Shore through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and Collaborative-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Executive Director.

- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The executive director shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the executive director.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.
- G) Staff designated as “Leads” shall be the Primary Evaluators for their staff/specialists. As follows:
- | | |
|-----------------|--|
| Lead R.N. | Primary Evaluator for all Nurses |
| Lead P.T./O.T. | Primary Evaluator for all Physical and Occupational Therapists, including Assistants |
| Lead S.L.P. | Primary Evaluator for all Speech and Language Pathologists, including Assistants. |
| Lead Clinicians | Primary Evaluators for Clinicians as assigned |

APPENDIX - B - Salary

Move to New Salary Lane: Verification of credits’ earned that would change a professional’s salary lane must be submitted by September 1 for a September 15 payroll change and by February 1 for February 15.

FY23 Salary:

- 3% salary increase
- Add Masters + 45, Masters + 60/CAGS & Doctorate columns with a 2% increase between columns (currently there is a 2% increase between Masters and Masters +15 and Masters + 15 and Masters + 30). TA
- Add new Step 15 with a 3% increase above Step 14 (3% increase currently between steps from 11 to 14).

FY24, Proposed:

- Drop Step 1 (move existing member up two step year for everyone except Step 15)
- Maintain 15 steps (adding a new Step 15 with a 5% increase)

FY25, Proposed:

- 3% Salary Increase.

Shore Professional Scales FY23- FY25

FY23 3%

FY23	3%																				
	Bachelor			Master			Master + 15			Master + 30			Master + 45			Master + 60/CAGS			Doctorate		
	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual
1	35.87	286.96	\$ 53,087.60	38.01	304.08	\$ 56,254.80	38.79	310.32	\$ 57,409.20	39.57	316.56	\$ 58,563.60	40.36	322.88	\$ 59,732.80	41.17	329.36	\$ 60,931.60	41.99	335.92	\$ 62,145.20
2	37.37	298.96	\$ 55,307.60	39.48	315.84	\$ 58,430.40	40.26	322.08	\$ 59,584.80	41.05	328.40	\$ 60,754.00	41.87	334.96	\$ 61,967.60	42.71	341.68	\$ 63,210.80	43.56	348.48	\$ 64,468.80
3	38.87	310.96	\$ 57,527.60	40.99	327.92	\$ 60,665.20	41.78	334.24	\$ 61,834.40	42.56	340.48	\$ 62,988.80	43.41	347.28	\$ 64,246.80	44.28	354.24	\$ 65,534.40	45.17	361.36	\$ 66,851.60
4	40.35	322.80	\$ 59,718.00	42.47	339.76	\$ 62,855.60	43.25	346.00	\$ 64,010.00	44.03	352.24	\$ 65,164.40	44.91	359.28	\$ 66,466.80	45.81	366.48	\$ 67,798.80	46.73	373.84	\$ 69,160.40
5	42.73	341.84	\$ 63,240.40	44.87	358.96	\$ 66,407.60	45.65	365.20	\$ 67,562.00	46.43	371.44	\$ 68,716.40	47.36	378.88	\$ 70,092.80	48.31	386.48	\$ 71,498.80	49.28	394.24	\$ 72,934.40
6	44.48	355.84	\$ 65,830.40	46.62	372.96	\$ 68,997.60	47.40	379.20	\$ 70,152.00	48.18	385.44	\$ 71,306.40	49.14	393.12	\$ 72,727.20	50.12	400.96	\$ 74,177.60	51.12	408.96	\$ 75,657.60
7	46.45	371.60	\$ 68,746.00	48.61	388.88	\$ 71,942.80	49.39	395.12	\$ 73,097.20	50.17	401.36	\$ 74,251.60	51.17	409.36	\$ 75,731.60	52.19	417.52	\$ 77,241.20	53.23	425.84	\$ 78,780.40
8	48.21	385.68	\$ 71,350.80	50.36	402.88	\$ 74,532.80	51.14	409.12	\$ 75,687.20	51.92	415.36	\$ 76,841.60	52.96	423.68	\$ 78,380.80	54.02	432.16	\$ 79,949.60	55.10	440.80	\$ 81,548.00
9	50.58	404.64	\$ 74,858.40	52.79	422.32	\$ 78,129.20	53.57	428.56	\$ 79,283.60	54.35	434.80	\$ 80,438.00	55.44	443.52	\$ 82,051.20	56.55	452.40	\$ 83,694.00	57.68	461.44	\$ 85,366.40
10	52.87	422.96	\$ 78,247.60	55.04	440.32	\$ 81,459.20	55.83	446.64	\$ 82,628.40	56.61	452.88	\$ 83,782.80	57.74	461.92	\$ 85,455.20	58.89	471.12	\$ 87,157.20	60.07	480.56	\$ 88,903.60
11	55.22	441.76	\$ 81,725.60	57.39	459.12	\$ 84,937.20	58.17	465.36	\$ 86,091.60	58.96	471.68	\$ 87,260.80	60.14	481.12	\$ 89,007.20	61.34	490.72	\$ 90,783.20	62.57	500.56	\$ 92,603.60
12	56.88	455.04	\$ 84,182.40	59.04	472.32	\$ 87,379.20	59.82	478.56	\$ 88,533.60	60.61	484.88	\$ 89,702.80	61.82	494.56	\$ 91,493.60	63.06	504.48	\$ 93,328.80	64.32	514.56	\$ 95,193.60
13	58.58	468.64	\$ 86,698.40	60.81	486.48	\$ 89,998.80	61.61	492.88	\$ 91,182.80	62.43	499.44	\$ 92,396.40	63.68	509.44	\$ 94,246.40	64.95	519.60	\$ 96,126.00	66.25	530.00	\$ 98,050.00
14	60.34	482.72	\$ 89,303.20	62.63	501.04	\$ 92,692.40	63.47	507.76	\$ 93,935.60	64.30	514.40	\$ 95,164.00	65.59	524.72	\$ 97,073.20	66.90	535.20	\$ 99,012.00	68.24	545.92	\$ 100,995.20
15	62.15	497.20	\$ 91,982.00	64.51	516.08	\$ 95,474.80	65.37	522.96	\$ 96,747.60	66.23	529.84	\$ 98,020.40	67.55	540.40	\$ 99,974.00	68.90	551.20	\$ 101,972.00	70.28	562.24	\$ 104,014.40

FY24

FY24	Bachelor			Master			Master + 15			Master + 30			Master + 45			Master + 60/CAGS			Doctorate		
	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual
1	37.37	298.96	\$ 55,307.60	39.48	315.84	\$ 58,430.40	40.26	322.08	\$ 59,584.80	41.05	328.40	\$ 60,754.00	41.87	334.96	\$ 61,967.60	42.71	341.68	\$ 63,210.80	43.56	348.48	\$ 64,468.80
2	38.87	310.96	\$ 57,527.60	40.99	327.92	\$ 60,665.20	41.78	334.24	\$ 61,834.40	42.56	340.48	\$ 62,988.80	43.41	347.28	\$ 64,246.80	44.28	354.24	\$ 65,534.40	45.17	361.36	\$ 66,851.60
3	40.35	322.80	\$ 59,718.00	42.47	339.76	\$ 62,855.60	43.25	346.00	\$ 64,010.00	44.03	352.24	\$ 65,164.40	44.91	359.28	\$ 66,466.80	45.81	366.48	\$ 67,798.80	46.73	373.84	\$ 69,160.40
4	42.73	341.84	\$ 63,240.40	44.87	358.96	\$ 66,407.60	45.65	365.20	\$ 67,562.00	46.43	371.44	\$ 68,716.40	47.36	378.88	\$ 70,092.80	48.31	386.48	\$ 71,498.80	49.28	394.24	\$ 72,934.40
5	44.48	355.84	\$ 65,830.40	46.62	372.96	\$ 68,997.60	47.40	379.20	\$ 70,152.00	48.18	385.44	\$ 71,306.40	49.14	393.12	\$ 72,727.20	50.12	400.96	\$ 74,177.60	51.12	408.96	\$ 75,657.60
6	46.45	371.60	\$ 68,746.00	48.61	388.88	\$ 71,942.80	49.39	395.12	\$ 73,097.20	50.17	401.36	\$ 74,251.60	51.17	409.36	\$ 75,731.60	52.19	417.52	\$ 77,241.20	53.23	425.84	\$ 78,780.40
7	48.21	385.68	\$ 71,350.80	50.36	402.88	\$ 74,532.80	51.14	409.12	\$ 75,687.20	51.92	415.36	\$ 76,841.60	52.96	423.68	\$ 78,380.80	54.02	432.16	\$ 79,949.60	55.10	440.80	\$ 81,548.00
8	50.58	404.64	\$ 74,858.40	52.79	422.32	\$ 78,129.20	53.57	428.56	\$ 79,283.60	54.35	434.80	\$ 80,438.00	55.44	443.52	\$ 82,051.20	56.55	452.40	\$ 83,694.00	57.68	461.44	\$ 85,366.40
9	52.87	422.96	\$ 78,247.60	55.04	440.32	\$ 81,459.20	55.83	446.64	\$ 82,628.40	56.61	452.88	\$ 83,782.80	57.74	461.92	\$ 85,455.20	58.89	471.12	\$ 87,157.20	60.07	480.56	\$ 88,903.60
10	55.22	441.76	\$ 81,725.60	57.39	459.12	\$ 84,937.20	58.17	465.36	\$ 86,091.60	58.96	471.68	\$ 87,260.80	60.14	481.12	\$ 89,007.20	61.34	490.72	\$ 90,783.20	62.57	500.56	\$ 92,603.60
11	56.88	455.04	\$ 84,182.40	59.04	472.32	\$ 87,379.20	59.82	478.56	\$ 88,533.60	60.61	484.88	\$ 89,702.80	61.82	494.56	\$ 91,493.60	63.06	504.48	\$ 93,328.80	64.32	514.56	\$ 95,193.60
12	58.58	468.64	\$ 86,698.40	60.81	486.48	\$ 89,998.80	61.61	492.88	\$ 91,182.80	62.43	499.44	\$ 92,396.40	63.68	509.44	\$ 94,246.40	64.95	519.60	\$ 96,126.00	66.25	530.00	\$ 98,050.00
13	60.34	482.72	\$ 89,303.20	62.63	501.04	\$ 92,692.40	63.47	507.76	\$ 93,935.60	64.30	514.40	\$ 95,164.00	65.59	524.72	\$ 97,073.20	66.90	535.20	\$ 99,012.00	68.24	545.92	\$100,995.20
14	63.35	506.80	\$ 93,758.00	65.77	526.16	\$ 97,339.60	66.64	533.12	\$ 98,627.20	67.52	540.16	\$ 99,929.60	68.87	550.96	\$101,927.60	70.25	562.00	\$103,970.00	71.66	573.28	\$106,056.80
15	66.52	532.16	\$ 98,449.60	69.06	552.48	\$102,208.80	69.97	559.76	\$103,555.60	70.90	567.20	\$104,932.00	72.31	578.48	\$107,018.80	73.76	590.08	\$109,164.80	75.24	601.92	\$111,355.20

FY25 3%

FY25	3%																				
	Bachelor			Master			Master + 15			Master + 30			Master + 45			Master + 60/CAGS			Doctorate		
	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual	Hourly	Daily	Annual
1	38.49	307.92	\$ 56,965.20	40.66	325.28	\$ 60,176.80	41.47	331.76	\$ 61,375.60	42.28	338.24	\$ 62,574.40	43.13	345.04	\$ 63,832.40	43.99	351.92	\$ 65,105.20	44.87	358.96	\$ 66,407.60
2	40.04	320.32	\$ 59,259.20	42.22	337.76	\$ 62,485.60	43.03	344.24	\$ 63,684.40	43.84	350.72	\$ 64,883.20	44.71	357.68	\$ 66,170.80	45.61	364.88	\$ 67,502.80	46.53	372.24	\$ 68,864.40
3	41.56	332.48	\$ 61,508.80	43.74	349.92	\$ 64,735.20	44.55	356.40	\$ 65,934.00	45.35	362.80	\$ 67,118.00	46.26	370.08	\$ 68,464.80	47.18	377.44	\$ 69,826.40	48.13	385.04	\$ 71,232.40
4	44.01	352.08	\$ 65,134.80	46.22	369.76	\$ 68,405.60	47.02	376.16	\$ 69,589.60	47.82	382.56	\$ 70,773.60	48.78	390.24	\$ 72,194.40	49.76	398.08	\$ 73,644.80	50.76	406.08	\$ 75,124.80
5	45.81	366.48	\$ 67,798.80	48.02	384.16	\$ 71,069.60	48.82	390.56	\$ 72,253.60	49.63	397.04	\$ 73,452.40	50.61	404.88	\$ 74,902.80	51.62	412.96	\$ 76,397.60	52.65	421.20	\$ 77,922.00
6	47.84	382.72	\$ 70,803.20	50.07	400.56	\$ 74,103.60	50.87	406.96	\$ 75,287.60	51.68	413.44	\$ 76,486.40	52.71	421.68	\$ 78,010.80	53.76	430.08	\$ 79,564.80	54.83	438.64	\$ 81,148.40
7	49.66	397.28	\$ 73,496.80	51.87	414.96	\$ 76,767.60	52.67	421.36	\$ 77,951.60	53.48	427.84	\$ 79,150.40	54.55	436.40	\$ 80,734.00	55.64	445.12	\$ 82,347.20	56.75	454.00	\$ 83,990.00
8	52.10	416.80	\$ 77,108.00	54.37	434.96	\$ 80,467.60	55.18	441.44	\$ 81,666.40	55.98	447.84	\$ 82,850.40	57.10	456.80	\$ 84,508.00	58.25	466.00	\$ 86,210.00	59.41	475.28	\$ 87,926.80
9	54.46	435.68	\$ 80,600.80	56.69	453.52	\$ 83,901.20	57.50	460.00	\$ 85,100.00	58.31	466.48	\$ 86,298.80	59.47	475.76	\$ 88,015.60	60.66	485.28	\$ 89,776.80	61.87	494.96	\$ 91,567.60
10	56.88	455.04	\$ 84,182.40	59.11	472.88	\$ 87,482.80	59.92	479.36	\$ 88,681.60	60.73	485.84	\$ 89,880.40	61.94	495.52	\$ 91,671.20	63.18	505.44	\$ 93,506.40	64.45	515.60	\$ 95,386.00
11	58.59	468.72	\$ 86,713.20	60.81	486.48	\$ 89,998.80	61.61	492.88	\$ 91,182.80	62.43	499.44	\$ 92,396.40	63.67	509.36	\$ 94,231.60	64.95	519.60	\$ 96,126.00	66.25	530.00	\$ 98,050.00
12	60.34	482.72	\$ 89,303.20	62.63	501.04	\$ 92,692.40	63.46	507.68	\$ 93,920.80	64.30	514.40	\$ 95,164.00	65.59	524.72	\$ 97,073.20	66.90	535.20	\$ 99,012.00	68.24	545.92	\$ 100,995.20
13	62.15	497.20	\$ 91,982.00	64.51	516.08	\$ 95,474.80	65.37	522.96	\$ 96,747.60	66.23	529.84	\$ 98,020.40	67.56	540.48	\$ 99,988.80	68.91	551.28	\$ 101,986.80	70.29	562.32	\$ 104,029.20
14	65.25	522.00	\$ 96,570.00	67.74	541.92	\$ 100,255.20	68.64	549.12	\$ 101,587.20	69.55	556.40	\$ 102,934.00	70.94	567.52	\$ 104,991.20	72.36	578.88	\$ 107,092.80	73.81	590.48	\$ 109,238.80
15	68.52	548.16	\$ 101,409.60	71.13	569.04	\$ 105,272.40	72.07	576.56	\$ 106,663.60	73.03	584.24	\$ 108,084.40	74.48	595.84	\$ 110,230.40	75.97	607.76	\$ 112,435.60	77.50	620.00	\$ 114,700.00

MEMORANDUM OF AGREEMENT

The Shore Educational Collaborative and the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO Professional Unit held a grievance meeting for Religious Holidays.

WHEREAS, the collective bargaining agreements for the LEA Professional Associations have a provision to allow for Religious Holidays, and;

WHEREAS, a grievance was filed when members who requested a Religious Holiday were encouraged by management to not take the days off, and;

WHEREAS, the Collaborative has denied allegations of wrongdoing and;

Whereas both parties desire to avoid the costs ,burdens ,and distraction of litigation;

WHEREAS, the Parties reviewed and negotiated a modification to agreements in compliance with 150E;

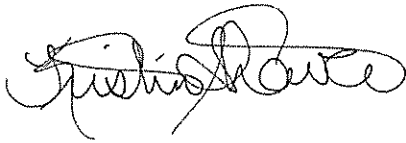
NOW, THEREFORE, the Parties hereby agree as follows.

1. Article XII, Section 3 – Religious Holidays; Professional Unit Agreement
Effective September 1, 2024, Article XII, Section 3 is removed.
2. Article XII, Section 6 – Personnel Leave; Professional Unit Agreement
Effective September 1, 2024, Article XII, Section 6 is modified as follows:
 - A. Teachers shall be granted 3 personal days. Personal days may be used for personal business, emergencies, ***religious holidays***, or other personal matters that cannot be scheduled outside of the school day. Personal days may not be granted if not in the best interest of the program schedule or staffing pattern for the day. Personal days shall not be granted to extend a vacation or holiday.
3. Article IX, Section M – Religious Holidays; Paraprofessional Unit Agreement
Effective September 1, 2024, Article IX, Section M is removed.
4. Article IX, Section M – Personnel Leave; Paraprofessional Unit Agreement
Effective September 1, 2024, Article IX, Section C is modified as follows:
 1. Paraprofessionals working in years one through three (1-3) of their Shore employment will be granted one (1) personal day for the school year session. Personal days may be used for personal business, emergencies, ***religious holidays***, or other personal matters that cannot be scheduled outside of the school day. Any unused personal days will be added to the employee's accumulated sick leave.
 - a. After three (3) full years of employment, paraprofessionals will be granted an additional personal day, for a total of ***three (3)*** for the school session.
 - b. Personal days may not be granted if not in the best interest of the program schedule or staffing for the day. Personal days shall not be granted to extend a

vacation or holiday, though exceptions may be made subject to the approval of the Educational Coordinator.

- c. Personal days shall be requested through the on-line system, to the Educational Coordinator at least five (5) days prior to the requested date.
- d. Under extenuating circumstances, the five (5) day period may be waived but at least twenty-four (24) hours' notice must be provided, except in dire emergencies. Waivers and approvals are at the discretion of the administration.

5. Upon ratification by the parties, pursuant to 150E, the grievance shall be withdrawn.



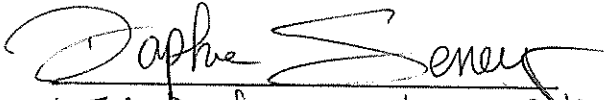
Shore Educational Collaborative

Date: 3/20/2024



LEA Professional Association, Local 3954,
MFT, AFT, AFL-CIO Professional Unit

Date: 4/3/24



LEA Professional Association,
Local 3954, MFT, AFT,
AFL-CIO para professional unit

Date: 4/3/24