

AGREEMENT

BETWEEN THE

SCHOOL COMMITTEE OF THE TOWN OF NEEDHAM

and

NEEDHAM EDUCATION ASSOCIATION

UNIT B

JULY 1, 2020 - JUNE 30, 2022

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AGREEMENT

This Agreement is made and entered into as of the first day of July, 2019, by and between the School Committee of the Town of Needham (hereinafter referred to as the "Committee"), and Unit B of the Needham Education Association (hereinafter referred to as the "Association").

PREAMBLE

In entering this field of collective bargaining, it has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the legitimate interest of the administrators in their rights of compensation and conditions under which they perform their duties. The Parties recognize that this process is fully consistent with their mutual goal to improve educational opportunities and special services for the students enrolled in the Needham Public Schools.

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

ARTICLE 1 RECOGNITION

SECTION 1

The Committee recognizes the Association as the exclusive bargaining agent and representative (with respect to wages, hours, and other terms and conditions of employment, eligible as subjects of collective bargaining under the provisions of Chapter 150E of the Massachusetts General Laws) of a Unit, hereinafter referred to as "administrators," including the High School, Middle School, and Elementary Assistant Principal(s); **Director of K-12 Wellness Department**; Director of Fine and Performing Arts; High School Director(s) of Special Education; K-8 Assistant Director of Special Education; Special Education Coordinator(s) including Out-of-District Coordinator; Director of World Languages; Director of Guidance; Department Chairperson (9-12) English; Department Chairperson (9-12) Social Studies; Department Chairperson (9-12) Science; Department Chairperson (9-12) Mathematics; **Athletic Director**; Director of METCO; **Preschool Director**; **Director of Literacy K to 8**; **Middle School Language Arts Department Chair**; **Middle School Math Department Chair**; **Middle School Science Department Chair**; **Middle School Social Studies Department Chair**; and Director of Nursing; Director of Media and Technology; but excluding the Director of Community Education, the Coordinators of Community Programs, the Director of Food Services, Building Principals, all Central Office Administrators, and such other employees of the Committee.

SECTION 2

The Committee and Association agree that there will be no discrimination in the training, assignment, promotion, transfer, or discipline of administrators because **of race, color, sex, homeless status, gender identity, religion, national origin, sexual orientation, disability, genetic information, age, marital status or political activities protected by the Statutes of the Commonwealth of Massachusetts.**

SECTION 3

In executing this Agreement, it is understood that neither the Committee nor the Association has waived any rights accorded them under the General Laws of the Commonwealth of Massachusetts, except as expressly set forth herein.

SECTION 4

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

The Committee shall not be under any obligation to negotiate with the Association any modification or additions to this Agreement, which are to become effective during the term

hereof.

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

SECTION 5

Both the Committee and the Association agree that upon execution of this Agreement, they will each take whatever legal action may be necessary to carry out the commitments set forth herein.

ARTICLE 2 **RIGHTS OF ASSOCIATION/DUES AUTHORIZATION** **~~DUES DEDUCTION~~**

SECTION 1

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

Representation by the Association in the capacity of bargaining agent shall be available to all administrators in the Unit covered by this Agreement who are eligible for membership. During the term of this Agreement, no administrator shall be required to join the Association or pay a fee or dues, either as a condition of employment or to obtain the representation required by Chapter 150E.

SECTION 2

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

Effective July 1, 2016, dues will be deducted in twenty-four (24) equal installments.

The amount so deducted will be remitted in accordance with such authorization to the Needham Education Association for disbursement to the respective organizations, provided that the Committee shall be under no obligation to make any such deductions after the receipt of a revocation, in accordance with the terms of the authorization. The Committee will continue such deductions so long as collective bargaining for the successor contract continues or the parties are in mediation, fact finding or similar procedures.

The Committee will incur no liability for loss of dues monies after the Association representative received said monies from the Town Treasurer.

SECTION 3

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

SECTION 4

The School Committee accepts the associations request that effective on July 1, 2017 and/or after the commencement of employment and/or by December 1 of any school year, whichever is applicable, bargaining unit members shall become members in good standing of the Association.

Any bargaining unit member who does not become a member shall be required to pay an agency fee to the Association, which shall be set by the Association and/or its affiliate organizations (the Massachusetts Teachers Association and the National Educational Association), payable upon notice as per the procedures and regulations determined by the Division of Labor Relations Commonwealth Employee Relations Board under its authority pursuant to M.G.L. Chapter 150E.

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

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

DUES AUTHORIZATION CARD

I hereby request and authorize the Needham School Committee to direct the Town Treasurer to deduct from my earnings and transmit to the Association listed below an amount sufficient to provide for the regular payment of membership dues as certified by each such Association in twenty-six (26) equal payments each year. Effective July 1, 2016, dues will be paid in twenty-four (24) equal payments.

This authorization shall remain in effect until written revocation of this authorization, which shall become effective sixty (60) days after receipt of such revocation by the Superintendent of Schools and the President of the Needham Education Association. Absent such revocation, the authorization will remain effective so long as collective bargaining for a successor contract continues or the parties are in mediation, fact-finding or similar procedures.

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

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

Date _____
Signature _____
Address _____

SECTION 4

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

SECTION 5

In accordance with the provisions of Section 178B of Chapter 149 of the General Laws, the School Committee will request the Town Treasurer to make payroll deductions for those administrators who so authorize him for payments into either the Massachusetts Teachers' Association Credit Union (Century Bank and Trust Company of Medford) or Wellesley Municipal Employees Federal Credit Union. Such deductions are to be made each pay period and are to be limited to savings and/or loans to be placed with the credit union(s) named in this section. In addition, the Committee will request the Town Treasurer to make payroll deductions for those administrators who so authorize him for purchase of United States Savings Bonds, premiums under annuity contracts and premiums under employees group health and life insurance. Requests for deductions for annuity premiums and for changes in the amount deducted can be made at any time.

SECTION 6

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

ARTICLE 3 RIGHTS OF COMMITTEE

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

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the Committee by the Statute of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but

in no way are to be construed as limited to, the subjects mentioned in the table of contents of this Agreement.

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

ARTICLE 4 GRIEVANCES

SECTION 1

For the purposes of this Agreement, a grievance shall be defined as:
Any complaint by an administrator covered by this Agreement that (1) s/he has been subject to a violation, inequitable application, or misinterpretation of a specific provision of this Agreement, or (2) s/he has been subjected to an–unfair or discriminatory act contrary to established policy and practice.

SECTION 2

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problem which may from time to time arise affecting the operation of Needham Public Schools or the welfare or working conditions of administrators. Both Parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

SECTION 3

Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment above **Level One** and to state its views. If the administrator so chooses, a representative of the Association may be present at **Level One**.

SECTION 4

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

SECTION 5

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual written agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article, except that any claims involving a discharge which would otherwise be cognizable under the provisions of this Article may be submitted as a grievance when a successor agreement is executed. It is understood that any grievances pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

SECTION 6

It is agreed and understood between the parties that no disposition of a grievance by any individual referred to in the various steps who holds a position covered by this Agreement, or any other agent of the Committee will be binding on the Committee except that any resolution of a particular grievance will become final after the passage of fifteen (15) school days from the date of resolution. It is further understood that no attempted resolution by any such individual will constitute in any way an admission that there has been a violation of the contract and that such individuals have neither the right nor the authority to admit or agree that any action is in violation of the contract.

SECTION 7

If at the end of fifteen (15) business days next following either the occurrence of any grievance or the date when the administrator should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One as set forth below, the grievance shall be deemed to have been waived.

- | | |
|------------------|--|
| Level One | An administrator with a grievance will first discuss it with his/her immediate supervisor at a time which will not interfere with or disrupt normal operations. |
| Level Two | If at the end of three to five (3 to 5) school days next following such presentation the grievance shall not have been disposed of to the aggrieved's satisfaction, the administrator may file with the Chairperson of Unit B a written statement of the grievance. Such statement shall be reviewed with the administrator by the said Chairperson or his/her designee and if after such review the administrator so desires, the grievance |

may be presented in writing by the administrator to the Superintendent or his/her designee within five (5) school days.

Level Three

If at the end of fifteen (15) school days next following presentation of the grievance in writing to Superintendent the grievance shall not have been disposed of to the satisfaction of the Association, the Association may, by giving written notice to the Superintendent, submit the grievance to arbitration.

SECTION 8

If there is a grievance which directly affects a group or class of administrators or is of a general nature, the Association may submit a grievance in writing directly to the Superintendent.

SECTION 9

A grievance not initiated within the time specified shall be deemed waived. Failure of the administrator filing the grievance or the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered waived and shall not be eligible for further appeal.

Failure of the School Committee or its representatives to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the Parties, providing that such agreement is fully set forth in writing and signed by both Parties.

SECTION 10

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

SECTION 11

The School Committee will upon request provide the Association with copies of any documents in its possession, including approved Minutes of the School Committee, which may be necessary for the resolution of grievances under this Agreement. The parties recognize that in exceptional circumstances, the Committee may withhold confidential documents, but only if those documents are not material to the grievance. In such case, the Committee shall so inform the Association, and the Association shall be entitled to submit such issue to an arbitrator to determine whether or not the documents are confidential and are material to the

grievance. The information contained in confidential documents which are withheld shall not be used against an administrator.

ARTICLE 5 ARBITRATION

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

ARTICLE 6
CONTINUITY OF EMPLOYMENT

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

In connection with any negotiations for a successor agreement held pursuant to Article 32 (Duration), said negotiation shall be conducted without the threat of sanctions or strikes by either party to the extent prohibited by law, and any outstanding differences may be referred to the mediation, fact-finding, or other statutory impasse procedures permitted by law only.

ARTICLE 7
CONDITIONS OF PROFESSIONAL SERVICE

SECTION 1

Each administrator within the Needham School System will be provided with a copy of this Agreement, and each newly appointed administrator will receive, as soon as practicable, a letter of appointment setting forth compensation in accordance with the salary schedules set forth and included in the Collective Bargaining Agreement. The Committee will also provide the Association with copies of this Agreement and any amendments thereto.

SECTION 2

Administrators, other than newly appointed administrators, will be notified in writing of any changes in their assignments from the prior school year. This notification will be given as soon as possible and, normally, not later than the close of the school year. In the event that changes in assignment are necessitated by conditions arising during the summer, notice of such change will be mailed as soon as practical to the administrator's last known permanent home address.

SECTION 3

The work year of administrators is set forth in Appendix A. It is recognized that the proper performance of administrators' duties will normally require them to work longer than the normal school day, and administrators shall work at their assigned duties for whatever reasonable time may be necessary. Because administrators exercise judgment in the performance of their duties, they may adjust their daily work schedules to accommodate the various demands of their particular positions, subject to the approval of the Superintendent or immediate supervisor. Scheduled workdays beyond 183 days must be performed during a school vacation week or during the months of June, July and/or August with approval from the Superintendent or his designee and the principal. If a member of the unit is asked to work a Saturday or Sunday by the principal or member of central office administration, the day will count towards meeting work year requirements.

Any administrator who works beyond his/her work year as agreed to by said administrator and the Superintendent or his/her designee will be given compensatory time or the per diem rate according to the wishes of the administrator.

Administrators have ability to work from home with prior supervisor approval and approval of the Superintendent or Director of Human Resources for days which are outside of 182 student days. The work from home days cannot be used on either side of a school vacation week, on weekends or holidays.

Section 4 - Procedure for Scheduling Non-School Work Days

The intent of this article is to allow administrators equal opportunity to utilize contractual leaves during time beyond the 183 Unit A contractual days. These days will be referred to in this article as Non-School Days. Administrators may plan their Non-School Days to allow them to utilize parental, FMLA or other planned leaves and not have to 'make up workdays.'

The NEA Unit B Negotiating Team and Needham School Committee hereby agree that, upon ratification of the Unit B Collective Bargaining Agreement, the policy for use of sick, personal, bereavement or other leaves allowed by the contract on Non-School Days will be as follows:

An administrator may submit a written request to schedule a Non-School Day as a workday, sick leave, parental leave, bereavement leave, personal leave or to any other valid payroll category allowed by the contract. The format for this request will be determined by the Assistant Superintendent for Human Resources. After mutual agreement between the supervisor and the administrator, a plan for Non-School Days will be provided to the payroll office.

An administrator may change the scheduled work plan after written notification to their supervisor and payroll in advance of the day worked. Any such days worked outside of the schedule will not qualify as Non-School Days without the prior written approval of the supervisor.

The request to schedule Non-School workdays during the summer must be submitted prior to June 15 of the current school year.

SECTION 5

Authorized automobile travel in the course of an administrator's employment will be compensated at the town rate per mile.

SECTION 6

Administrators who are away on matters relating to the Needham Public Schools shall be considered as being engaged in the performance of their regular duties, provided said absences have been authorized by the Superintendent or his/her designee.

SECTION 7

No administrator shall accept any employment outside the Needham Public School System that would negatively influence his ability to perform his/her duties.

SECTION 8

An administrator who is resigning from the Needham Public Schools will give the Superintendent sixty days' notice of resignation.

ARTICLE 8 EVALUATIONS

SECTION 1

Valid assessment of the administrative process requires that one recognize the complexity of administration, and attempt to view the process as a whole or totality. For analytical purposes, it is useful to view the components of this process separately: administrative effectiveness, supervisory effectiveness, and leadership effectiveness.

SECTION 2

All administrators will be evaluated each year.

SECTION 3

All direct monitoring or observation of the work performance of an administrator will be openly conducted with the full knowledge of the administrator. It is recognized that direct monitoring and observation are only part of the overall evaluation process.

SECTION 4

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

SECTION 5

- a) No material derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has had an opportunity to review such material. Excluded from this will be material such as confidential references received at the time of the administrator's initial employment.
- b) The administrator will acknowledge that s/he has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

SECTION 6

An administrator shall be permitted by appointment to inspect the content of his/her personnel folder, and to use the duplicating facilities, at a reasonable cost, to make copies of such contents and records as concern his/her work or him/herself. Excluded from this would be documents of a "confidential" nature received prior to employment.

SECTION 7

If an administrator is disciplined, reprimanded, or not reappointed, the administrator may request a written statement of all reasons for said personnel action.

SECTION 8

No administrator who has served as an administrator in the Needham Public Schools for more than three (3) years shall be discharged without just cause. No administrator who has served in a particular administrative position for more than three (3) consecutive years shall be demoted without just cause.

ARTICLE 9 TRANSFERS

SECTION 1

Administrators who desire a change in assignment shall file a written statement of such desire with the Superintendent not later than January 1. As soon as practical, but not later than the end of the school year, the Superintendent shall notify said administrator of the disposition of the request.

SECTION 2

Administrators subjected to involuntary transfers will be transferred to comparable positions as far as is reasonably practical. Reasonable effort will be made to hold such involuntary transfers to a minimum.

SECTION 3

While it is recognized that positions must be filled promptly, the administration will continue its efforts to acquaint the staff with known vacancies so that appropriate requests for transfers may be filed. Efforts will be made to keep the information reasonably current, but it is recognized that the final responsibility for requesting any transfer, even in advance of openings, is the individual administrator's.

SECTION 4

The requests of individual administrators will receive fullest consideration, but the educational and administration requirements of the school system and its pupils will be the controlling factor as decided by the Superintendent without recourse to arbitration in any transfer.

SECTION 5

All requests for transfers must be renewed each year.

ARTICLE 10
VACANCIES AND PROMOTIONS

SECTION 1

The filling of promotional positions and other administrative vacancies within the Needham School System is the responsibility of the Superintendent.

SECTION 2

For purposes of this Article, vacancies and promotional positions are defined to include only those administrative positions included within the Unit B salary schedule.

SECTION 3

Whenever a vacancy occurs during the school year (September to June), it will be publicized via the district's email system as soon as the vacancy occurs. During the months of July and August, notice of such vacancy will be conveyed directly to the Chairperson of Unit B of the Needham Education Association or his/her designee.

SECTION 4

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

SECTION 5

Advancements or promotions shall be based upon the Superintendent's judgment as to what will best serve the interests of the students, and the Superintendent will give due consideration to the professional background, attainments, knowledge, ability, skill, efficiency, attendance of the applicant. Whenever the above factors are equal in the judgment of the Superintendent, the applicant with the longest term of employment in the Needham School System will be advanced or promoted. It is recognized that the final decision as to promotions must rest with the Superintendent and is not subject to the grievance or arbitration process. All applicants will be notified of the disposition of their applications. The Administration will continue its practice of discussing the application on a confidential basis with an individual upon request.

SECTION 6

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

two weeks in an acting appointment, the administrator shall be placed on the salary schedule for the position which is next higher than his/her permanent per diem salary for the duration of the acting appointment.

ARTICLE 11
LEGAL ASSISTANCE

SECTION 1

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

SECTION 2

This report will be forwarded to the School Committee, which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison among the administrator, the police, and the courts.

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

SECTION 3

Administrators or their designees, if the administrator is unable to do so, will report any cases of abusive conduct, tort, or assault suffered by them in the scope of their employment in writing promptly, and in all cases within forty-eight (48) hours. If an administrator fails to comply with this provision, s/he shall be deemed to have waived all rights of protection under this Article.

ARTICLE 12
USE OF SCHOOL FACILITIES

SECTION 1

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

SECTION 2

The general policy of the Needham School Committee is to permit the use of school buildings for educational, recreational, and civic purposes insofar as it is practical to do so without interference with regular school activities. Nothing in this Agreement should be construed as denying the broadest use of these public facilities to the citizens of the community.

SECTION 3

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

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

SECTION 4

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

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

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

SECTION 5

Any discussion among administrators concerning Association matters on School Committee property will take place at such times and in such manner as will not disrupt or interfere with normal operations.

SECTION 6

The Association may prepare, at no cost to the Town, communications relating to the conduct of the business of the Association and may distribute these through the administrators' mailboxes to persons covered by this Agreement without restriction. The School Committee

reserves the right to permit the distribution of other communications not related to the Association as in its opinion directly relates to the public schools and/or in the best interest of public education. Any such document must have the approval of the Superintendent of Schools prior to distribution.

**ARTICLE 13
ADMINISTRATOR FACILITIES**

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

**ARTICLE 14
INSURANCE**

SECTION 1

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

SECTION 2

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

SECTION 3

Within its authority, the Committee will take whatever action is necessary so that insurance shall be continued for administrators on leave.

SECTION 4

The HMO plans available to employees on July 1, 2018 are known as Benchmark Plans and Qualified High Deductible Plans are in effect as of July 1, 2018.

ARTICLE 15
TAX SHELTERED ANNUITIES

SECTION 1

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

SECTION 2

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

ARTICLE 16
SABBATICAL LEAVE

SECTION 1

A sabbatical leave may be granted by the Superintendent for advanced study or research to administrators who have completed seven (7) consecutive years of service in the Needham system, where such experience would, in the opinion of the Superintendent, increase the administrator's professional ability.

SECTION 2

Personnel requesting such leave must submit their applications in writing to the Superintendent of Schools on or about November 1 of the school year preceding the school year for which the leave is requested. Action shall be taken on all such requests as soon as possible, but not later than April 15.

SECTION 3

Sabbaticals will be for a period of one year or one-half year and will be scheduled so that no more than one employee from Unit B will be absent during any one period.

SECTION 4

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

SECTION 5

Before accepting such sabbatical leave, the administrator shall enter into a written agreement in accordance with the terms of General Laws, Chapter 71, Section 41A, to return to the active service of the Needham School Department for a period of at least twice the length of such leave. An administrator who does not fulfill this agreement shall have agreed in writing to pay to the Town a proportionate amount of the salary received during the sabbatical leave, provided that the administrator may be released from such obligation if his/her failure to serve twice the length of the leave is due to disability, death, or if s/he is discharged from his/her position by the Superintendent.

SECTION 6

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

SECTION 7

Upon completion of the leave, the recipient shall submit a written report to the Superintendent.

**ARTICLE 17
SICK LEAVE**

SECTION 1

Administrators new to the Needham Public Schools will be credited with three (3) days of sick leave. Upon the completion of three (3) months, they shall be credited with an additional twelve (12) days to make up the total of fifteen (15) days of sick leave to be allowed for the first year of employment.

SECTION 2

Administrators currently in the system will be credited with the appropriate number of sick leave days as of the first official day of the administrator's school year.

SECTION 3

Sick leave not used in any year may be accumulated to a maximum of two hundred and twenty (220) days as of the first official day of any administrator's school year. Sick leave accrued prior to this Agreement will remain in effect.

SECTION 4

Any administrator with professional status whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay or increment for up to a period of one year. Thereafter such leave shall be subject to annual review.

SECTION 5

In order to receive the benefit of this Article, an administrator must notify his/her principal or immediate supervisor as promptly as possible when s/he will be unable to be present because of illness. The administrator shall also notify the principal or supervisor by the evening before the day on which the administrator intends to return.

SECTION 6

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

- a) When the individual is incapacitated for performance of duties due to sickness or injury;
- b) When, through exposure to a contagious disease, the presence of the administrator would in the opinion of the School Physician jeopardize the health of others;
- c) In the case of a serious illness of a husband, wife, child, mother or father requiring the attention of the administrator. Notification of the reason for absence shall be given to the Superintendent of Schools as promptly as possible, and the absences for this purpose shall not exceed **ten (10)** school days in any one school year.
- d) If the Massachusetts Supreme Judicial Court's ruling in Goodridge v. Department of Public Health, 440 Mass. 309 (2003) is reversed by an act of the Legislature, the following will be added to section 6 ©: after "father" insert "or individual for whose health care the administrator has primary responsibility."

SECTION 7

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

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

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

SECTION 8

A leave of absence without pay or increment of up to one year may be granted at the discretion of the Superintendent for the purpose of caring for a member of the administrator's immediate family who is seriously ill. Any request for such leave must be accompanied by written documentation of the illness.

SECTION 9

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

SECTION 10

In recognition of dedicated service to the children of Needham, any administrator covered by this Agreement who has worked for ten (10) years or more in the Needham School System and who is eligible to retire under the provisions of the Massachusetts Teachers' Act will receive his/her sick leave buyback compensation at the rate of forty-five (45) dollars for each accumulated sick day up to a maximum of two hundred and twenty (220) days in one lump sum payment after the conclusion of his/her final work year. In the event of death or permanent disability of an administrator who has worked for ten (10) years or more years in Needham, the benefits of this section will be paid to the administrator or his/her beneficiary. Eligible administrators who desire to participate in this program will notify the Superintendent by November 1 of the calendar year prior to the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers' Retirement Board.

**ARTICLE 18
SICK LEAVE BANK**

SECTION 1

Administrators will participate in the Sick Leave Bank established under the Unit A Contract on the terms and conditions set forth in that contract.

**ARTICLE 19
WORKER'S COMPENSATION**

SECTION 1

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

SECTION 2

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

SECTION 3

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

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

ARTICLE 20 PERSONAL LEAVE

SECTION 1

It is recognized by all that absences of administrators interrupt the educational process and must therefore be held to an absolute minimum.

SECTION 2

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

SECTION 3

Requests for such leave must be submitted to the Superintendent in writing as soon as possible and, whenever possible, not less than seventy-two (72) hours before the absence occurs.

In no instance shall this leave be requested so as to extend a holiday or vacation except for the purpose of observing a religious holiday that requires the employee to be absent from work.

SECTION 4

Nothing in this Section shall preclude the Superintendent from granting additional personal leave without pay for reasons which s/he deems urgent. In such cases, deductions from salary shall be prorated according to the administrator's work year for each such day.

SECTION 5

The NEA has agreed to eliminate the past practice of paying for a religious holiday for members of the bargaining unit. The Superintendent will continue to grant time off to any member of Unit B who wishes to observe a religious holiday. If the holiday is not one that is observed system-wide (i.e., Christmas) such time off may be with pay if the individual elects to utilize a contractual personal day for that purpose, but not otherwise.

ARTICLE 21 **BEREAVEMENT LEAVE**

SECTION 1

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

The term "immediate family" includes the administrator's spouse, **domestic partner**, child, father, mother, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or another person for whom the administrator has primary responsibility for funeral arrangements. The Superintendent may grant additional leave at his/her sole discretion upon request in those circumstances in which he/she deems appropriate.

SECTION 2

An absence of two (2) days may be granted in such cases with respect to the death of the grandparents of the administrator's spouse **or domestic partner**, other family member, or another permanent member of the administrator's household not otherwise covered in Section 1. The Superintendent may grant time off at his/her sole discretion with pay for an administrator to attend services with respect to the death of any other family member.

SECTION 3

The provisions shall be administered to provide opportunity when needed to enable an administrator to attend the funeral or to attend to family or personal matters arising as a result of a death and shall not be charged against sick leave

ARTICLE 22
DELEGATES LEAVE

With up to fourteen days (14) days written notice, the Superintendent may approve a leave of absence with pay for such time as s/he deems reasonable for officers of the Needham Education Association (including both Unit A and Unit B), not to exceed two (2) in number, as may be designated by the Association to attend Massachusetts Teachers' Association or National Education Association conferences and/or conventions.

ARTICLE 23
PEACE CORPS, EXCHANGE TEACHER, VISTA TEACHER

SECTION 1

An administrator with professional status may obtain a leave of absence without pay for two (2) years to serve in the Peace Corps or one year as an exchange teacher or working with Vista.

SECTION 2

All leaves will run from July 1 through June 30. Applications for such leave must be submitted prior to April 1 of the calendar year in which such leave is to begin.

SECTION 3

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

ARTICLE 24
MILITARY LEAVE

SECTION 1

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

SECTION 2

Administrators who are **required** to perform active duty for training will do so during the month of August, except when the necessity of the Government make other demands

absolutely necessary. In such instances, they will be granted necessary leave. The Administrator who is granted a two-week (2) military leave during the work year will be paid the difference between his/her regular pay for the period of time of the leave and his/her certified military pay (assuming the latter is less). This difference may be calculated on a day-to-day basis corresponding to each school day or on the basis of the entire two (2) weeks taken collectively.

SECTION 3

An administrator in a Reserve Unit who is recalled to active duty will be granted military leave without pay.

ARTICLE 25 **PARENTAL LEAVE**

Parental Leave in the Needham Public Schools supports all families. Any member may apply for parental leave of absence for the purpose of giving birth to and/or receiving a child. This applies to members receiving a child through adoption, surrogacy, fostering with the intent to adopt or court-ordered placement.

SECTION 1

Statutory Leave. The School Committee shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D and the Family Medical Leave Act (FMLA). It is expected that the member will give at least two (2) weeks written notice prior to the member's anticipated date of departure.

If possible, the member will try to commence such leave at the beginning of a semester, or at a school vacation period. Leaves under this article shall be granted in accordance with the applications of the FMLA. In the event of a dispute regarding the application of the FMLA, there will be no entitlement to arbitration if the matter is also pursued in another forum.

SECTION 2

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

Notice of Child Placement. The Superintendent of Schools will be notified in writing by the adoptive or foster parent (member) requesting the leave as soon as practically possible, but at least thirty (30) days before the placement of the child.

SECTION 3

Members shall have access to their sick accrual for up to ten (10) days in a contract year to be designated as Parental Leave Days upon the arrival of a new child for which the member has an established and documented legal responsibility. These 10 days shall run concurrently with FMLA.

All leave taken under Section 1 and Section 3 of this article will be taken within one (1) year of the birth, adoption or placement of a child. If not taken consecutively, the days may only be taken in two (2) parts.

SECTION 4

Extended Leave. In the event that any member with professional member status who has completed three (3) full years of satisfactory service in Needham desires a leave without pay longer than the twelve (12) weeks provided by statute, said member will make every effort to commence such extended leave at a time corresponding with the beginning of a semester or a vacation period or marking period. Such leave will expire on September 1 following the birth/arrival of a child. The date of anticipated return will be established with the Superintendent at the time the leave commences.

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

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

SECTION 5

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

SECTION 6

Salary Advancement. A member returning from an extended leave under the provisions of this Article will be placed on the next step of the salary schedule if actively employed by the Needham Public Schools for more than ninety-one (91) days in the school year

in which the leave commenced. The member will be assigned to a position in a school where a vacancy occurs for which the member is qualified.

ARTICLE 26

OTHER LEAVES

SECTION 1

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

SECTION 2

The Superintendent agrees that any administrator with professional status, or any Needham administrator who has been employed by the Superintendent for more than three (3) years, designated by the Association **may**, at the discretion of the Superintendent, be granted a leave of absence upon request without pay for a year for the purpose of engaging in Association (Local, State, or National) activities. If the administrator returns from such leave, s/he will be considered as if s/he were actively employed by the Superintendent during such leave for purposes of being placed on the salary schedule at the level s/he would have achieved if s/he had not been absent.

SECTION 3

The Superintendent may at his/her discretion grant a leave of absence without pay or increment to any administrator with professional status to campaign for or serve in public office, or for such other purpose as the Superintendent deems appropriate under all existing circumstances, including the primary purpose for which each is working, i.e., the best education of the children concerned.

SECTION 4

All benefits to which an administrator was entitled at the time the leave commenced, including unused accumulated sick leave, will be restored to his/her account upon return from such leave. An administrator will be restored to his/her prior position if the leave does not extend beyond the close of the contract year in which it commenced. However, it is recognized that no specific position can be held open during any leave which extends beyond the close of the contract year in which it commenced. In situations where a position is not held open, every reasonable effort will be made to assign the returning administrator to a position substantially equivalent to the one held at the time the leave commenced.

SECTION 5

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

confirmed in writing as soon as possible.

SECTION 6

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

SECTION 7

An administrator on leave of absence will be subject to a reduction in force, just as if he/she were actively employed.

ARTICLE 27

SALARIES and PROFESSIONAL DEVELOPMENT

SECTION 1

Subject to the provisions of this Article, the salary of each administrator in the Needham School System shall be set forth in Schedule A or any subsequent amendments thereto.

SECTION 2

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

Above Base Rate After Years of Total Service

15-19 Years	20 - 24 Years	25 - 29 Years	30 or More
\$700	\$1100	\$1500	\$1900

Effective July 1, 2020 the Above Base Rate After Years of Total Service will be

15-19 Years	20 - 24 Years	25 - 29 Years	30 or More
\$1100	\$1500	\$2000	\$2500

(These amounts are not cumulative.)

For any administrator hired after July 1, 2004, part-time administrators eligible for longevity will receive longevity payments pro-rated according to the percentage of time the administrator is working in the system.

SECTION 3

Salary payments shall be made in twenty-six (26) equal installments from July through June. Administrators terminating service in the Needham Public Schools shall have the option of being paid all salaries earned on their last day of employment. Statements showing earnings, deductions, accruals, and year-to-date earnings shall be issued with each payment. Effective July 1, 2016, salary payments shall be made in twenty-four (24) equal installments from July to June.

SECTION 4

Administrators within the system who supervise practice teachers, including administrative interns, will be given first preference for vouchers for course work in the participating colleges.

SECTION 5

Initial placement of newly appointed or newly promoted administrators on the salary schedule shall be at the discretion of the Superintendent, but a newly promoted administrator will be placed on a step higher salary than s/he would normally have received in his/her former position.

SECTION 6

Annual step increases are not automatic but are based upon maintaining a standard of administrative performance satisfactory to the Committee during the prior year. Any contention that the withholding of an increment was without foundation may be presented through the grievance and arbitration procedure.

SECTION 7

In order to be eligible for a step increase, the employee must have served in his/her position for at least one half (1/2) of the work year.

SECTION 8

Compensation for an advanced degree or any change on the salary schedule may become effective only on July 1 of each year following the earning of the credits and only after the administrator has provided official verification of the satisfactory completion of the course except that in the case of summer school credits, informal notification will be sufficient,

pending official verification.

Up to three graduate credits earned per lane change when attending conferences or courses on days of work shall be recognized for lane advancement purposes, provided that the courses are aligned with the administrator's evaluation goals and/or individual Professional Development Plan, and are approved by the immediate supervisor and the **Assistant Superintendent for Human Resources**.

All credited hours must be taken subsequent to the receipt of the Master's Degree. In order to be used for purposes of salary advancement, the courses must be taken at the graduate level of an accredited college or university or must be a recognized continuing education unit earned through a local or national organization, must enhance a planned program approved by the Superintendent on the basis of its value to the administrator and the Needham Public Schools, and must have the prior approval of the Superintendent. Such approval will be at the discretion of the Superintendent upon submission of the Unit A Tuition Pre-Approval form prior to the start of the course.

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

Equivalency credits may be awarded as articulated in **the Professional Growth Handbook**, except that equivalency credits will be approved by the **Assistant Superintendent for Human Resources** and not the Professional Growth Council.

SECTION 9

Time off with pay may be granted at the discretion of the Superintendent for the purpose of allowing individual administrators to visit other schools or attend approved meetings or conferences of an educational nature. Written reports shall be submitted for all such visits.

SECTION 10

The Superintendent may allow administrators to attend courses, workshops, seminars or other approved professional improvement sessions. The Superintendent may also elect to pay reasonable expenses for such professional development (including, but not limited to registration fees, meals, lodging or transportation) provided that said amount shall have been previously provided for and is expendable in an existing school department budget. Each administrator will have \$1,100. **Effective July 1, 2021, this sum will increase to \$1,500.**

Administrators will submit requests for reimbursement of professional development monies under this Section using an agreed-upon form. Reimbursement requests will be submitted to the administrator's immediate supervisor. For Middle School Department Chairs, reimbursement requests will be submitted to their primary evaluator."

SECTION 11

Effective July 1, 2014, all administrators except Department Chairs and new positions added to the bargaining unit after July 1, 2013 shall be given a \$25 per month cell phone allowance.

SECTION 12

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

1. The online course has a specific start and end date with a minimum of 15-hours of work for 1 graduate credit;
2. The online course is not designed as a self-paced "module" course with no specified beginning and ending date;
3. The online course requires regular weekly interaction with the professor i.e., discussion boards that require the class members to log in and participate in discussions;
4. The online course has regular weekly interactions with other students i.e., discussion boards that require the class members to log in and participate in discussions;
5. The online assignments are regular, posted, and graded by the professor;
6. The online course has graded mid-term and/or final examination or project;
7. The online course credit is offered through a regionally accredited college or university.
8. The online course offers graduate credit. Quarters and points are examples of measurements that are not acceptable as graduate credit.
9. Online courses that are offered to members via the district's management system will be labeled such that it states if the credit will be applicable for a lane change.

Courses that do not meet the above- required course criteria may still qualify for workshop, audit and/or conference reimbursement.

SECTION 11

The Athletic Director will be compensated with a one-time payment of \$1000 upon receiving certification as a Master Athletic Administrator (CMAA) through the National Interscholastic Athletic Administrators Association. Proof of certification is required for payment.

ARTICLE 28
REDUCTION IN FORCE

SECTION 1

In the event the School Committee in its discretion determines, pursuant to its legal responsibilities, that a reduction in the administrative staff is appropriate because of reorganization, school closings, fiscal constraints, or declining student enrollment, the following procedures for the reduction of affected personnel will be used.

SECTION 2

If a reduction in staff results in the displacement of an administrator, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted and the best interests of the students in the school or district will be the primary factors considered. Additionally, the professional background, ability, competency, and other qualifications of the administrator shall be considered in determining the order in which the displacement of administrators shall occur within the two groups of disciplines defined below. If the above factors are equal, the most junior administrator(s) within their discipline shall be laid off first.

SECTION 3

Total time in a permanent administrative position with the Needham School Committee shall be used to compute seniority for the purposes of the foregoing section. Time spent on layoff or on unpaid leave of absence shall not be counted toward determining seniority.

SECTION 4

For the purposes of this Article, the following positions shall be considered disciplines:

Group One

- a. Assistant Secondary Principals**
- b. Assistant Middle School Principals**
- c. Assistant Elementary Principal**

Group Two

- a. Directors**
- b. High School and Middle School Department Chairpersons and Special Education Coordinators**
- c. Director of METCO**
- d. Director Literacy K to 8**
- e. Preschool Director**

The above disciplines are listed in order of rank within the groups for the purpose of the remainder of this Article.

SECTION 5

In the event the application of the above procedures results in the displacement of an administrator from his/her discipline, the administrator shall be given consideration for service in the Needham Public Schools for any open positions which s/he is qualified and licensed to fill.

SECTION 6

Whenever possible, an administrator affected by reduction in staff shall be notified by April 15 of the school year preceding the school year in which the reduction is to take place.

SECTION 7

If subsequent administrative vacancies occur, if new positions are added, or old positions reinstated, personnel laid off within the previous fifteen (15) months shall be given consideration for service in the Needham Public Schools for those positions which they are qualified and certified to fill in the discipline in which they were previously employed or in a lower ranking discipline with their group. In order to receive such consideration, administrators on layoff will be notified by certified mail mailed to their last known address of the open positions and must indicate in writing that they are interested in being considered for such position. Failure of an administrator on layoff to respond to such notice within fifteen (15) days after it is mailed shall constitute a waiver of all rights to the position referred to in the notice.

SECTION 8

If an administrator is recalled under the provisions of the prior paragraphs, previously accrued time in Needham will be credited for purposes of determining the benefits of the administrator, and any previously unused sick leave shall be credited to the administrator.

SECTION 9

Administrators laid off under the provision of this Article shall be given preference on the substitute list of administrators if they choose to be so recorded.

SECTION 10

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

SECTION 11

An administrator who would otherwise be laid off in accordance with the provisions of

this Article shall retain all statutory rights which the administrator might have.

SECTION 12

An administrator who is displaced into a teaching position will retain the rights accorded by this Article.

ARTICLE 29 DIRECT DEPOSIT

All Unit B members will be required to utilize direct deposit beginning in FY 20. The Town reserves the right to discontinue the practice of issuing a paper pay stub at any time.

ARTICLE 30 SEPARABILITY AND SAVINGS

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

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

Salary Schedules:

Effective July 1, 2019, all salary schedules will be increased by 1.5%.

Effective July 1, 2020, all salary schedules will be increased by 1.5%

Effective July 1, 2021, all salary schedules will be increased by 1.75%

(See attached salary schedules)

Changes in work year effective July 1, 2018:

High Rock Assistant Principal from Elementary Assistant Principal working 205 days to Middle School Assistant Principal working 208 days

Preschool Director from 210 to 220

High School Director of Special education from 215 to 220

Special Education Coordinator for Out of District: up to 10 per diem days approved by of the K-8 Director of Special Education and Student Support Services

Athletic Director may request in writing, and upon approval of the Director of Human Resources, to work up to 5 additional per diem work days each fiscal year if s/he has completed his or her obligated 225 work days prior to the conclusion of the fiscal year.

ARTICLE 31 **DURATION**

This Agreement shall become effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2022, and from year to year thereafter unless either party notifies the other at least ninety (90) days prior to the date the contract is scheduled to expire of its desire to open negotiations for a successor contract.

ARTICLE 32 **EXTENDED TIME**

On November 26, 2013, members of Unit A voted to ratify their Collective Bargaining Agreement resulting in changes to the current length of the school and instructional day in grades K through 8 and/or the current amount of staff meeting and collaboration time in all grades, K-12.

The School Committee proposes an additional 1.75% increase in all steps and lanes of the Unit B contract effective July 1, 2014 to compensate for the additional time added to the school day, in addition to the increase of 2.75% in FY15.

The School Committee will seek and support an override to fully fund such added compensation. The Committee's proposal, and any tentative agreement which may be reached with respect to it, are contingent upon funding for such added compensation becoming available through the override process.

UNIT B SALARY SCHEDULE
July 1, 2019 – June 30, 2020

K-8 ASSISTANT DIRECTOR OF SPECIAL EDUCATION

220 Days	B25	B26	B27	B28	B29	B30
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	99,778	101,178	102,854	105,090	108,723	109,935
2	103,680	105,077	106,755	108,992	112,625	113,837
3	108,809	110,207	111,883	114,122	117,753	118,964
4	112,406	113,804	115,482	117,719	121,352	122,563
5	116,006	117,401	119,080	121,317	124,950	126,160
6	119,485	120,924	122,653	124,956	128,699	129,944
7	121,876	123,343	125,106	127,455	131,273	132,544
8	124,313	125,810	127,608	130,004	133,898	135,195
9	126,800	128,326	130,161	132,604	136,576	137,899
10	128,701	130,251	132,113	134,593	138,625	139,967

HIGH SCHOOL ASSISTANT PRINCIPALS

220 Days	B85	B86	B87	B88	B89	B90
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	100,277	101,684	103,368	105,615	109,266	110,485
2	104,199	105,603	107,288	109,537	113,188	114,406
3	109,353	110,758	112,443	114,693	118,342	119,559
4	112,968	114,373	116,059	118,308	121,959	123,176
5	116,586	117,988	119,676	121,924	125,575	126,791
6	120,083	121,528	123,266	125,581	129,343	130,594
7	122,485	123,960	125,732	128,092	131,929	133,206
8	124,935	126,439	128,247	130,654	134,568	135,871
9	127,434	128,968	130,811	133,267	137,259	138,588
10	129,345	130,902	132,774	135,266	139,318	140,667

K-12 DIRECTORS

210 DAYS	B31	B32	B33	B34	B35	B36
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	95,310	96,743	98,463	100,751	104,474	105,715
2	99,306	100,738	102,458	104,748	108,473	109,710
3	104,559	105,992	107,712	110,002	113,724	114,966
4	108,247	109,680	111,397	113,688	117,408	118,652
5	112,007	113,439	115,159	117,449	121,093	122,335
6	115,367	116,842	118,614	120,973	124,727	126,005
7	117,675	119,180	120,986	123,392	127,221	128,526
8	120,029	121,563	123,406	125,860	129,765	131,096
9	122,429	123,995	125,874	128,377	132,360	133,718
10	124,266	125,854	127,762	130,303	134,346	135,724

MIDDLE SCHOOL ASSISTANT PRINCIPALS

208 DAYS	B73	B74	B75	B76	B77	B78
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	94,402	95,821	97,525	99,792	103,479	104,708
2	98,360	99,779	101,482	103,751	107,440	108,666
3	103,564	104,982	106,686	108,955	112,641	113,871
4	107,216	108,635	110,336	112,606	116,290	117,522
5	110,940	112,359	114,062	116,331	119,940	121,170
6	114,269	115,730	117,484	119,821	123,539	124,805
7	116,555	118,045	119,834	122,217	126,009	127,302
8	118,886	120,405	122,231	124,661	128,529	129,848
9	121,263	122,814	124,675	127,155	131,100	132,445
10	123,082	124,656	126,545	129,062	133,066	134,431

ELEMENTARY ASSISTANT PRINCIPALS

205 DAYS	B37	B38	B39	B40	B41	B42
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	89,523	90,994	92,757	95,110	98,929	100,202
2	93,428	94,899	96,663	99,013	102,834	104,107
3	97,339	98,807	100,574	102,923	106,743	108,017
4	101,236	102,705	104,470	106,822	110,639	111,912
5	106,367	107,837	109,601	111,953	115,774	117,045
6	109,430	110,943	112,760	115,182	119,117	120,428
7	111,532	113,076	114,929	117,400	121,414	122,751
8	113,676	115,251	117,142	119,662	123,756	125,120
9	115,864	117,470	119,399	121,970	126,145	127,537
10	117,537	119,168	121,126	123,735	127,973	129,385

HIGH SCHOOL DEPARTMENT CHAIRS & DIRECTOR OF LITERACY K-8

205 DAYS	B07	B08	B09	B10	B11	B12
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	89,925	91,393	93,158	95,510	99,329	100,599
2	94,539	96,008	97,771	100,125	103,941	105,216
3	99,145	100,617	102,381	104,731	108,550	109,825
4	103,756	105,226	106,991	109,342	113,162	114,434
5	109,235	110,705	112,470	114,821	118,641	119,913
6	112,512	114,026	115,844	118,265	122,200	123,511
7	114,762	116,307	118,161	120,630	124,644	125,981
8	117,057	118,633	120,524	123,043	127,137	128,501
9	119,398	121,006	122,935	125,504	129,679	131,071
10	121,189	122,821	124,779	127,386	131,625	133,037

MIDDLE SCHOOL DEPARTMENT CHAIRS & SPECIAL EDUCATION COORDINATORS

200 DAYS	B79	B80	B81	B82	B83	B84
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	87,732	89,164	90,886	93,180	96,906	98,145
2	92,233	93,666	95,387	97,683	101,406	102,649
3	96,727	98,163	99,883	102,177	105,903	107,146
4	101,225	102,660	104,382	106,675	110,402	111,643
5	106,571	108,005	109,727	112,020	115,747	116,988
6	109,768	111,245	113,018	115,380	119,219	120,498
7	111,963	113,470	115,279	117,688	121,604	122,909
8	114,202	115,740	117,585	120,042	124,036	125,367
9	116,486	118,055	119,936	122,443	126,516	127,874
10	118,233	119,826	121,735	124,280	128,414	129,792

DIRECTOR OF METCO

195 DAYS	B19	B20	B21	B22	B23	B24
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	86,754	88,188	89,911	92,206	95,936	97,178
2	88,707	90,142	91,863	94,161	97,888	99,131
3	90,656	92,092	93,814	96,110	99,839	101,082
4	92,609	94,045	95,765	98,062	101,788	103,032
5	94,561	95,996	97,716	100,012	103,742	104,986
6	97,398	98,875	100,649	103,013	106,854	108,136
7	99,346	100,852	102,661	105,071	108,992	110,298
8	101,333	102,870	104,714	107,173	111,172	112,505
9	103,360	104,928	106,808	109,316	113,396	114,755
10	104,910	106,502	108,410	110,956	115,097	116,476

DIRECTOR OF NURSING

200 DAYS	B50	B51	B52	B53	B54	B55
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	88,979	90,449	92,217	94,570	98,396	99,670
2	90,983	92,453	94,219	96,576	100,398	101,673
3	92,981	94,454	96,220	98,575	102,399	103,674
4	94,984	96,456	98,221	100,577	104,398	105,675
5	96,985	98,457	100,222	102,577	106,402	107,678
6	99,895	101,411	103,229	105,653	109,595	110,909
7	101,893	103,439	105,293	107,766	111,787	113,127
8	103,931	105,507	107,399	109,921	114,023	115,389
9	106,009	107,618	109,547	112,120	116,303	117,697
10	107,599	109,232	111,190	113,801	118,048	119,462

HIGH SCHOOL DIRECTOR OF SPECIAL EDUCATION

220 DAYS	B01	B02	B03	B04	B05	B06
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	99,848	101,349	103,152	105,550	109,450	110,749
2	104,034	105,535	107,337	109,737	113,638	114,935
3	109,539	111,039	112,841	115,240	119,139	120,440
4	113,401	114,902	116,702	119,103	123,000	124,302
5	117,340	118,841	120,643	123,042	126,859	128,161
6	120,861	122,406	124,262	126,733	130,666	132,006
7	123,279	124,855	126,746	129,269	133,279	134,646
8	125,744	127,352	129,282	131,854	135,944	137,340
9	128,259	129,899	131,867	134,491	138,663	140,087
10	130,183	131,848	133,845	136,508	140,743	142,188

PRESCHOOL DIRECTOR

220 DAYS	B67	B68	B69	B70	B71	B72
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	91,462	93,041	94,933	97,458	101,557	102,923
2	95,653	97,232	99,125	101,647	105,747	107,114
3	99,850	101,426	103,322	105,843	109,943	111,309
4	104,032	105,608	107,503	110,027	114,124	115,490
5	109,539	111,117	113,010	115,534	119,634	120,998
6	112,825	114,450	116,399	118,999	123,222	124,629
7	115,081	116,738	118,728	121,379	125,686	127,122
8	117,383	119,073	121,102	123,807	128,200	129,664
9	119,731	121,454	123,524	126,283	130,764	132,258
10	121,527	123,276	125,377	128,177	132,726	134,242

ATHLETIC DIRECTOR

225 DAYS	B43	B44	B47	REV B45	B48	B46
STEP	BA	MA	MA+15	MA+30	MA+45	Doctorate
1	98,941	100,701	102,042	103,651	105,794	110,396
2	103,027	104,787	106,182	107,856	110,086	114,875
3	108,400	110,160	111,626	113,387	115,731	120,765
4	112,172	113,929	115,445	117,265	119,690	124,897
5	116,017	117,777	119,344	121,226	123,733	129,115
6	119,497	121,310	122,925	124,863	127,445	132,989
7	121,888	123,735	125,382	127,359	129,993	135,648
8	124,326	126,210	127,890	129,907	132,593	138,361
9	126,813	128,734	130,448	132,505	135,245	141,128
10	128,715	130,665	132,405	134,493	137,273	143,245

DIRECTOR OF ELL EDUCATION

200 DAYS	B13	B14	B15	B16	B17	B18
STEP	MA	MA+15	MA+30	MA+45	MA+60	Doctorate
1	89,512	90,703	92,134	94,039	96,084	98,130
2	93,144	94,384	95,872	97,854	99,983	102,111
3	97,920	99,223	100,788	102,872	105,109	107,347
4	101,270	102,618	104,236	106,391	108,705	111,020
5	104,690	106,084	107,756	109,984	112,377	114,769
6	107,832	109,267	110,990	113,285	115,749	118,213
7	109,987	111,451	113,208	115,550	118,063	120,576
8	112,187	113,680	115,472	117,860	120,424	122,988
9	114,431	115,954	117,783	120,218	122,832	125,447
10	116,147	117,693	119,549	122,021	124,674	127,329

UNIT B SALARY SCHEDULE

July 1, 2020 - June 30, 2021 COLA 1.5% The following is listed as the per diem rate.

K-12 Directors; K-8 Assistant Director of Special Education; High School Director of Special Education

	B1	B2	B3	B4	B5	B6
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	475	484	494	503	514	525
2	488	498	508	519	529	539
3	501	512	523	533	544	554
4	517	527	537	548	558	569
5	531	541	552	563	573	587
6	545	556	567	579	591	603
7	560	571	583	596	607	619
8	576	589	600	612	624	636
9	593	605	616	628	641	655
10	609	621	633	646	660	673

High School Assistant Principals; Middle School Assistant Principals; High School Department Chairs; Middle School Department Chairs; Director of Literacy K-8; Special Education Coordinators; Preschool Director

	B7	B8	B9	B10	B11	B12
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	472	481	490	500	510	521
2	484	494	503	514	525	535
3	498	508	519	529	539	550
4	512	523	533	543	554	565
5	527	537	548	558	569	581
6	541	552	563	573	587	598
7	556	567	579	591	603	614
8	571	583	596	607	619	631
9	589	600	612	624	636	649

10	605	616	628	641	655	668
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Director of METCO; Director of Nursing; Athletic Director; Elementary Assistant Principals; Director of ELL Education

	B13	B14	B5	B16	B17	B18
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	468	477	486	496	505	517
2	481	490	500	510	521	531
3	494	503	514	525	535	546
4	508	519	529	539	550	560
5	523	533	543	554	565	577
6	537	548	558	569	581	593
7	552	562	573	587	598	610
8	567	579	591	602	614	626
9	583	595	607	619	631	644
10	600	612	624	636	649	663

Unit B Work Days

195	Director of METCO
200	Middle School Department Chairs, Special Education Coordinators, Director of Nursing
205	Elementary Assistant Principals, High School Department Chairs, Director of Literacy K-8
208	Middle School Assistant Principals
210	K-12 Directors
220	High School Assistant Principals, K-8 Assistant Director of Special Education, High School Director of Special Education, Preschool Director
225	Athletic Director

UNIT B SALARY SCHEDULE

July 1, 2021 - June 30, 2022 COLA 1.75%

K-12 Directors; K-8 Assistant Director of Special Education; High School Director of Special Education

	B1	B2	B3	B4	B5	B6
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	483	492	503	512	523	534
2	497	507	517	528	538	548
3	510	521	532	542	554	564
4	526	536	546	558	568	579
5	540	550	562	573	583	597
6	555	566	577	589	601	614
7	570	581	593	606	618	630
8	586	599	611	623	635	647
9	603	616	627	639	652	666
10	620	632	644	657	672	685

High School Assistant Principals; Middle School Assistant Principals; High School Department Chairs; Middle School Department Chairs; Director of Literacy K-8; Special Education Coordinators; Preschool Director

	B7	B8	B9	B10	B11	B12
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	480	489	499	509	519	530
2	492	503	512	523	534	544
3	507	517	528	538	548	560
4	521	532	542	553	564	575
5	536	546	558	568	579	591
6	550	562	573	583	597	608
7	566	577	589	601	614	625
8	581	593	606	618	630	642
9	599	611	623	635	647	660

10	616	627	639	652	666	680
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Director of METCO; Director of Nursing; Athletic Director; Elementary Assistant Principals; Director of ELL Education

	B13	B14	B5	B16	B17	B18
STEP	MA	MA + 15	MA + 30	MA + 45	MA + 60	Doctorate
1	476	485	495	505	514	526
2	489	499	509	519	530	540
3	503	512	523	534	544	556
4	517	528	538	548	560	570
5	532	542	553	564	575	587
6	546	558	568	579	591	603
7	562	572	583	597	608	621
8	577	589	601	613	625	637
9	593	605	618	630	642	655
10	611	623	635	647	660	675

Unit B Work Days

195	Director of METCO
200	Middle School Department Chairs, Special Education Coordinators, Director of Nursing
205	Elementary Assistant Principals, High School Department Chairs, Director of Literacy K-8
208	Middle School Assistant Principals
210	K-12 Directors
220	High School Assistant Principals, K-8 Assistant Director of Special Education, High School Director of Special Education, Preschool Director
225	Athletic Director

Needham Public Administrator Contract Language

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1) **Purpose of Educator Evaluation**

- A) The Needham Public Schools believes that proficient educators focus on their own professional growth to enrich practice, which will lead to improved student achievement. This process relies on the willingness of each educator to engage in authentic self-assessment, professional and reflective conversations with colleagues and supervisors, and a deep commitment to professional growth.
- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).
 - v) To promote proficient educators

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

- A) ***Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, but at least 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. These measures will be developed in consultation with the NEA.
- F) ***Educator(s):** Inclusive term that applies to all Unit B, unless otherwise noted.

- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. An educator with Professional Teacher Status shall be considered in a new assignment when teaching under a different license.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. It is the goal of the administration and NEA to offer sufficient time and supports to assist an educator to improve.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- Notification:** The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle by September 30th of each year. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations, such as department meetings, cabinet meetings, interviews, individual staff meetings, district leadership team meetings, etc., conducted pursuant to this article must result in feedback to the Educator. The feedback will include a reflective conversation and will document in writing at least the date, time, and topics discussed. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the Needham Public Schools and the Needham Education Association.
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

- Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
 - It is the policy of the Needham Public Schools that educators receive rating of Proficient, Needs Improvement or Unsatisfactory on individual standards and the overall rating. The goal of every educator is to achieve a rating of Proficient.

- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- Y) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
 - i) Standard 1: Instructional Leadership
 - ii) Standard 2: Management and Operations
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)

- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

- iii) Elements: Defines the individual components under each indicator
- iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least three (3) years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

3) **Evidence Used in Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator’s contribution to student learning, growth, and achievement set by the district. The measures set by the district, in consultation with the NEA, should be based on the Educator’s role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Observations of practice of any duration but at least 10 minutes.

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

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) All Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal by the timeline as agreed upon by the administration and NEA in Schedule A. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall provide a meeting for Educators and Evaluators focused substantially on;
 - i) An overview of the evaluation process, including goal setting and the educator plans.

- ii) Directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - B) Participants will have the opportunity to provide feedback on the effectiveness of this process.
- 7) **Evaluation Cycle: Self-Assessment**
 - A) **Completing the Self-Assessment**
 - i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment according to the timeline as agreed upon by the administration and NEA in Schedule A or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator’s own professional practice.
 - (2nd) At least one goal directly related to improving student learning.
 - B) **Proposing the goals**
 - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. As part of the goal-setting process, school and district leaders shall make available to educator assessment data, copies of the school improvement plans and district goals.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator according to the timeline as agreed upon by the administration and NEA in Schedule A (or within four weeks of the Educator’s first day of employment if the Educator begins employment after September 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 with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals

that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. 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 may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle of the next academic year to develop their Educator Plan according to the timeline as agreed upon by the administration and NEA in Schedule A. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the district, the meeting with the Evaluator to establish the Educator Plan must occur according to the timeline as agreed upon by the administration and NEA in Schedule A or within six weeks of the start of their assignment in that district.
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan according to the timeline as agreed upon by the administration and NEA in Schedule A. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year teaching under a new license, each educator shall have a minimum of six (6) observations.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the district:
 - i) The Educator shall have at least three unannounced observations during the school year.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator on a one (1) or two (2) year Self-Directed Growth Plan must have at least three (3) unannounced observation per year.
- B) The Educator who is on a Directed Growth Plan must have at least six (6) meetings with the evaluator to address areas needing improvement and progress,
- C) The Improvement Plan for an educator will be developed on a case-by-case basis. The number, frequency and structure of meetings will be determined by the evaluator in consultation with the NEA. The number and frequency of the observations shall be determined by the Evaluator in consultation with the NEA.

11) **Observations**

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

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

A) Unannounced Observations

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

B) Announced Observations

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

- (b) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
- C) All observations will be followed by face-to-face reflective conversations within 3-5 school days
- D) Any observation or series of observations resulting in one (1) or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation within thirty (30) school days.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- E) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- F) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.
- G) The Educator shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two (2) year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two (2) year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- D) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- E) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report.
- F) The Educator shall sign the Formative Evaluation report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- G) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- H) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one (1) or two (2) year Educator Plan, the summative report must be written and provided to the educator according to the timeline as agreed upon by the administration and NEA in Schedule A.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards, and evidence of the work toward the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the

superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home according to the timeline as agreed upon by the administration and NEA in Schedule A.
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur according to the timeline as agreed upon by the administration and NEA in Schedule A.
- J) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur according to the timeline as agreed upon by the administration and NEA in Schedule A.
- K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L) The Educator shall sign the final Summative Evaluation report according to the timeline as agreed upon by the administration and NEA in Schedule A. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one (1) goal related to improvement of practice tied to one (1) or more Performance Standards;

- ii) At least one (1) goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator’s responsibility to work toward attaining the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers as specified the Educator Plan.
- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
 - B) The Educator shall be evaluated at least annually.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2016-2017 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year one and a summative evaluation report at the end of year two.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2016-2017 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
 - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
 - C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, according to the timeline as agreed upon by the administration and NEA in Schedule A.

- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- F) The NEA will be informed when an educator has been placed on a Directed Growth Plan.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for a reasonable time period sufficient to achieve the goals outlined in the improvement plan, but no fewer than thirty (30) School days and no more than one (1) school year.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) Upon the request of the educator, a representative of the NEA shall attend the meeting(s).
 - iii) The NEA will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;

- iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- A) **Educators on Plans of Less than One Year**
- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

21. Career Advancement

In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each

performance standard and overall on the most recent evaluation shall confer with the superintendent by May 5. The principal's decision is subject to review and approval by the superintendent.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-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 Administrator Evaluation

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

25. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures through the first three (3) years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representative this fifteenth day of MAY 2020.

Needham School Committee

Michael Greis

Andrea Longo-Carter

Connie Barr

Needham Education Association

Caren Firger, President

Michael Hirsh, Vice President

Megan Bonomolo

Alison Coubrough-Argentieri

Tammy Ghizzoni

Mark Healey

Sandra Watson