

HOOSAC VALLEY REGIONAL SCHOOL DISTRICT
49 PARK STREET
ADAMS, MA 01220

AGREEMENT BETWEEN

HOOSAC VALLEY REGIONAL SCHOOL DISTRICT

AND

ADAMS-CESHIRE TEACHERS ASSOCIATION

JULY 1, 2023 THROUGH JUNE 30, 2026

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AGREEMENT made as of the 1st day of July, 2023, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, by and between the HOOSAC VALLEY REGIONAL SCHOOL DISTRICT (hereinafter referred to as “District”) and the ADAMS-CHESHIRE TEACHERS ASSOCIATION (hereinafter referred to as the “Association”).

ARTICLE 1 – RECOGNITION

The District recognizes for purposes of collective bargaining in accordance with the provisions of Chapter 150E of the General Laws of Commonwealth of Massachusetts and other pertinent provisions of law as the exclusive representative of a unit consisting of all professional employees who teach three or more periods per day, plus part-time kindergarten teachers, school counselors, school adjustment counselors, (hereinafter jointly referred to as counselors), team leaders, and librarians, excluding all other employees.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as “teachers.”

ARTICLE 2 – COMMITTEE PREROGATIVES

The Association agrees that the District through its School Committee and administration has complete authority over the policies and administration of the Hoosac Valley Regional School District, exercisable under the provisions of law. It further agrees that said District will, through its School Committee and administration, continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school system in all aspects except that it shall not be exercised in violation of any of the express terms and provisions of this agreement. The action of the District with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision hereinafter set forth.

ARTICLE 3 – ALTERATION OR AMENDMENT OF AGREEMENT

3.1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.

3.2. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

3.3. The waiver of any breach or condition of this agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this agreement.

3.4. If any part of this agreement is in conflict with the law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.

3.5. If either of the parties, during the life of this agreement, desire to make any proposal with respect to the modification or alteration of this agreement or with respect to any matter not expressly covered by this agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this agreement.

ARTICLE 4 – SALARIES

4.1. Salaries for that “work year” covered by this agreement shall be paid to all personnel within the unit defined in Article 1 in accordance with and at the rate set forth in Exhibit A and Exhibit B. A teacher’s annual salary shall be paid to the teacher in 26 equal installments. Each installment payable after the close of a school year is to be picked up at the business manager’s office unless the teacher has arranged for direct deposit. The first payday shall be the first Thursday in September following the date on which all teachers’ attendance is required. A deduction for insurance shall, to the extent practicable, be deducted from salary in equal installments over the first 22 pay periods.

4.2. Each teacher currently employed shall be advised by means of a written notice of his “vertical level” and “horizontal level” for the work year here involved by October 31 of each work year. A teacher first employed during the term of this agreement shall be advised in writing of the vertical and horizontal levels at which he/she is first employed at the commencement of his/her employment and a teacher so first employed must be placed within a vertical and horizontal level set forth in Exhibit A.

4.3. A teacher shall automatically advance to the next higher vertical level (until the highest level is reached) at the commencement of each work year.

4.4. The “horizontal level” of each teacher is determined by his/her academic credits as set forth on Exhibit A, subject to approval by the Superintendent of Schools. Academic credits between recognized degrees shall be recognized for purposes of establishing the horizontal level of a teacher only if in the opinion of the Superintendent of Schools such credits are within the

area of the teacher's involvement, and the decision of the Superintendent shall be final and binding on all parties and such decision shall not be a matter for grievance and arbitration.

4.5. For purposes of the horizontal increments referred to on Exhibit A, the following definitions shall apply:

M – Any Master's Degree.

4.6. Superintendent may but need not assign members of the unit described in Article 1 to those duties provided for in Exhibit B. If a member of said unit is so assigned and accepts such assignment (a teacher need not accept), the member shall receive as compensation the amount determined in accordance with the provisions of Exhibit B. Nothing in this paragraph shall be construed as (a) requiring the District to establish or maintain any position referred to in Exhibit B or (b) precluding the District from adding any other similar positions, or (c) requiring the Superintendent to appoint members of the unit to the positions generally referred to in Exhibit B, or (d) defining the nature, extent and specifics of the duties of the positions generally referred to in Exhibit B may entail work beyond the "workday" defined in Article 6 and that an appointment to an available position provided for in Exhibit B shall be made annually by July 30 of each year and for a terms assigned to a duty set forth in exhibit B shall be evaluate periodically by the Superintendent or designee using an evaluation form, if any.

4.7. It is anticipated that the District may, although it need not, utilize "Team Leaders," so-called for educational improvement. Therefore, with respect to "Team Leaders," it is agreed that:

(a) The Principal of the building to which the "Team Leader" is assigned shall define the duties and responsibilities. One or more of the following categories as the Principal or Superintendent, as the case may be, in his/her discretion deems appropriate.

Category A: Significant duties and responsibilities involving curriculum development or similar work.

Category B: Significant administrative duties and responsibilities such as preparing a budget for other than for the "Team Leader's" position.

Category C: Significant duties and responsibilities requiring the "Team Leaders" to be in another teacher's classroom during class.

(b) The Principal to whom the Team Leader is responsible or if the "Team Leader" is responsible to more than one Principal, the Superintendent shall appoint each "Team Leader" to serve until the commencement of the next succeeding "work year."

(c) "Team Leaders" are to be compensated in accordance with the category(s) assigned to each position as follows:

Years 1, 2, 3 = \$1,250

Years 4, 5, 6 = \$1,450

Years 7+ = \$1,650

(d) "Team Leader's" salary shall be in addition to the salary to which the "Team Leaders" would be otherwise entitled as a teacher under the provisions of Exhibit A.

(e) The utilization of "Team Leaders" is not to be construed as precluding the establishment by the District of other quasi-administrative positions within the system. It is agreed that satisfactory performance of the duties of a "Team Leader" may require work beyond the "work day," and "work year" defined in Article 6.

(f) Nothing herein set forth shall be construed as requiring the District to establish or maintain any one or more of the positions of "Team Leader."

(g) A teacher shall be annually evaluated for the "Team Leader" position held. The results of such evaluation(s) shall not be considered in evaluating a teacher's suitability for the position of a teacher.

4.8. It is anticipated that the District may, although it does not need, utilize "Assessment Leaders," so-called for educational purposes. Assessment Leader's salary will be set by the Superintendent on a case-by-case basis.

4.9. For purposes of this agreement and other pertinent provisions of law. The daily compensation of each member of the unit described in Article 1 shall be deemed to be 1/184 of that total compensation to which the member shall be entitled during the work year involved.

4.10. If a teacher is recalled to a part-time position or if a full-time teacher shall be reduced to part-time or a part-time teacher to less part-time, then such teacher's salary shall be calculated by multiplying the rate set forth on Exhibit A, for the applicable year, at such teacher's appropriate horizontal level and vertical step by the teacher's prorated portion of service.

4.11. The Superintendent or Principal, upon review by the Professional Development Committee may, but need not, assign a teacher or other person or entity to do curriculum development project(s). If a teacher is so assigned and such teacher accepts such assignment (a teacher need not accept), the teacher shall be paid the lump sum amount specified in writing by the Superintendent to be paid for the particular curriculum development project. Such amount shall be paid upon the timely completion of the project.

4.12. The District will form a professional development committee that will convene to examine research and data, discuss training needs, and design/modify the annual professional development plan for the District, guided by state and federal mandates, District and school

goals, the District strategic plan and the individual and collective needs of the teaching staff, based on their input and certification/recertification needs. The Committee will also assist the Superintendent in setting priority topics for individual professional development requests based on the same criteria as above. The committee shall ideally consist of at least two (2) teachers from each level and three (3) paraprofessionals (one (1) from each level) selected by mutual agreement by the President of ACTA and the Superintendent. There will be a maximum number of eleven (11) committee members from the Association. The committee shall convene as needed at the request of the Superintendent. Committee members will be given release time to attend, or will be paid at a rate established by the School Committee for meetings taking place beyond the seven-hour day. The approved plan shall be implemented by the employer.

4.13 The District may utilize “mentors” for teachers that are identified by a principal as in need of mentoring. Each mentor shall be paid \$500 per school year for each mentee mentored.

ARTICLE 5 -- GRIEVANCE PROCEDURE

5.1. A “grievance” is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.

5.2. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder shall be considered maxima unless extended by mutual agreement in writing. “Grievances” submitted after the close of the school year in June shall be processed as speedily as is practicable.

5.3. Level One. A teacher with a grievance shall within 30 days immediately after the occurrence of those acts or missions upon which the grievance is premised present it to his/her Principal either directly or through the Association. In the event that the teacher is not directly responsible to an individual principal, then he/she shall present it to his/her immediate Supervisor.

Level Two. If the grievance is not resolved to the satisfaction of the grievant within seven days after submission at Level One, the grievant either directly or through the Association may present the “grievance” in writing to the Superintendent.

Level Three: If the grievance is not resolved to the satisfaction of the grievant within seven days after submission at Level Two, the grievant either directly or through the Association may present the grievance in writing to the School Committee.

Level Four: If the grievance is not resolved to the satisfaction of the grievant within 20 days after submission at Level Three and if the Association indicates in writing addressed to the Superintendent that the grievance is, in the considered opinion of the Association, meritorious and that it involves in the considered opinion of the Association, the interpretation or application of this agreement, the grievant may submit the grievance in writing to arbitration as hereinafter provided (said opinion shall be attached to the submission to arbitration.)

5.4. Teachers may present a grievance to the District and have such grievance heard without intervention by the exclusive representative of the employee organization representing said teacher, provided that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of this agreement.

5.5. The following general provisions shall pertain to arbitration:

(a) Parties shall be bound by the rules and procedures of the American Arbitration Association including the selection of an arbitrator unless contrary to express provisions herein set forth.

(b) The grievant shall have the right to use in the arbitration proceedings any representative or representatives of his or her own choosing.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Association.

(d) The arbitrator will confer with representatives of the District and the Association and shall hold hearings and issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the District as set forth in this agreement or other pertinent provision of law.

5.6. (a) The School Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the District, which is within the public domain, to the extent so requested by the Association.

(b) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(c) All decisions rendered at Levels One, Two and Three of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and the Association. A decision at Levels One and Two shall be final unless within seven days of delivery of said decision to the grievant, the grievance is presented in writing at the next level. A decision shall be final at Level Three unless within 20 days of delivery of said decision to the grievant, the grievance is presented to the American Arbitration Association for arbitration.

(d) The submission of any grievance to arbitration shall constitute a waiver of any right or rights teacher(s) and Association may have with respect to the matter submitted to said arbitration under other provision of law including but not limited to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts and the teacher(s) and Association shall be precluded from pursuing any other remedy. The submission of any grievable matter to any court or administrative body or to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts shall constitute a waiver of any and all rights to arbitrate anything pertaining to such matters under this Article 5.

(e) No reprisals shall be taken by the District or the school administration against any teacher participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.

(f) If a grievance affects a group or class of teachers and does not come within the purview of paragraph 5.6. (d) of this article, the Association as well as the teacher may within 30 days immediately after the first occurrence of those acts or omissions upon which the grievance is premised submit such a "grievance" in writing to the Superintendent, whereupon such grievance shall be further processed at Level Three.

(g) The President of the Association or his/her designee shall have the right to participate in the investigation and processing of a grievance. If it is necessary that such investigation or processing occur during a regular work day of the said President or his/her designee, he/she shall be released from his/her regular duties for such purpose without loss of pay or other benefits.

(h) It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Four and so any member other than the grievant shall be excused from his/her regular duties without loss of pay or other benefits for purposes of so testifying.

ARTICLE 6 – TEACHING HOURS, YEAR AND LOAD

6.1. The regular workday for teachers will begin 15 minutes before the anticipated starting time for the commencement of classes and end 15 minutes after the anticipated ending time for classes, provided that the total does not exceed 7 hours. The anticipated starting and ending times for classes may be modified by the School Committee. However, except as hereinafter provided, no such modification shall increase the length of a teacher's regular workday beyond 7 hours. The District's anticipated starting time for the commencement of classes and ending times for classes for the various schools is set forth in Exhibit C. The Superintendent or designee may from time to time permit teachers to leave early or arrive late, but such permission shall not establish a shorter workday. Further, Superintendent or designee may from time to time allow teachers to teach a schedule which begins before the established starting time for students or which ends after the established dismissal time for students, provided that the length of the volunteering teachers' workday shall not exceed 7 hours.

6.2. The work year of each teacher (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than August 31, when Labor Day falls on September 6th or 7th, and no earlier than the Tuesday after Labor Day, when Labor Day falls on September 1-5, with reasonable teacher workshops based on prior years and the attached calendars, unless the parties agree otherwise.

“Teacher Workshops” as used in this Section 6.2 means meetings and workshops for training, school year and classroom preparation, professional development, administrative and other purposes. See the attached calendars.

The work year terminates not later than June 30.

The work year shall include days when pupils are in attendance, orientation days at the beginning of the school year, in-service days, conference days, individual and group parent days and any other days on which teacher attendance in the opinion of the Superintendent is desirable; provided, however, that the work year shall be the number of days as are from time to time established by the Superintendent, provided always, the number of workdays shall not exceed 188 days of which a maximum of 184 days may be when pupils are in attendance, and provided further, that said work year shall not include those days celebrated within the Commonwealth of Massachusetts as Labor Day, Columbus Day, Veterans Day, Thanksgiving Day Christmas Day, New Year’s Day, Martin Luther King Day, Washington’s Birthday, Good Friday, Patriot’s Day, Juneteenth, and Memorial Day, Saturday and Sunday nor shall it include those five consecutive workdays, one of which is that day celebrated within the Commonwealth of Massachusetts as Washington’s Birthday nor shall it include after 1 p.m. on the Wednesday before Thanksgiving Day. The Superintendent shall each year establish a school calendar, which shall set forth, anticipated workdays and the District shall disseminate it to all teachers. After at least 2 school-cancellation days, any remaining full-day professional development days will be changed to half-day workshops and, additionally after professional development days have been exhausted, Good Friday will be used as a half school day. All non-student work days shall be from 8:00 a.m. to 3:00 p.m. with a one-hour lunch.

6.3. All teachers in the high school have five class periods during each week of the school year for the purpose of class preparation. All other teachers shall have five periods a week for the purpose of class preparation during the time a special subject teacher is scheduled to teach such a teacher’s class. During each of said periods, teachers will be assigned no duties other than preparation for class. On the occasion when a special subject teacher is absent, and all available substitute teachers are substituting for other teachers, and there are not paraprofessionals available in the building, a teacher shall provide class coverage and be compensated at a rate of \$30 a class period.

6.4. High school teachers shall not be required to teach more than a total of three teaching disciplines during any one semester. The following are considered disciplines: Art and Music, Business, English and Language Arts, Foreign Languages, Home Arts, Industrial Arts, Mathematics, Physical Education, Science, and Social Studies.

6.5. A teacher shall be entitled to a one-half hour duty-free lunch period on each day the teacher is scheduled to work at least six hours. To carry out the foregoing, the Superintendent may, as and when the Superintendent deems it appropriate, implement such change(s) in one or more of the teacher's hours and working conditions as Superintendent deems advisable including, but not limited to changes (s) teacher assignment, (b) teacher duties and responsibilities, (c) aide assignment, (d) length of work day, (e) length of student day, (f) student day.

6.6. Teachers may be required to remain after the end of the regular workday (which concludes fifteen (15) minutes after the conclusion of classes) without additional compensation for not more than 4 hours per calendar month for meetings or other purposes designated by the Principal of the building involved or the Superintendent ("Teacher Meetings"). One (1) hour per calendar month shall be designated as a department collaboration meeting. Teacher meetings may include but not limited to collaboration time; curriculum; professional development; accreditation preparation; as well as any other purpose that the Principal or Superintendent deems necessary. Teacher meetings shall not exceed 75 minutes per week, unless the parties agree otherwise. Also, teachers may be required to schedule and participate in individual conferences with parents of pupils and to participate in a maximum of three nonconsecutive scheduled evening or scheduled afternoon parents programs. The Principal or Superintendent will assign the hours for such events. During any week when parent teacher conferences, meet the teacher night or similar event occurs, there will not be a staff meeting.

6.7. Teachers may be required to perform during the workday defined in paragraph 6.1. in addition to their teaching duties other activities deemed by the Principal of the building involved or the Superintendent to be reasonably necessary for the proper functioning of the school system, provided, however, that the teachers shall not be required to administer eye or ear examinations or to drive pupils to activities which take place away from the school building.

6.8. The District agrees that it shall use its best efforts to establish and maintain a ratio of 125 professional personnel for each 2,000 students, together with paraprofessional support of 10,000 hours. Such paraprofessional support shall include teacher aides, counselor aides, library aides, and instructional aides. Office staffing and clerical aides shall not be deemed to be such support.

6.9. Teachers shall be notified by the administration by email or mail of their tentative program for the next ensuing year, which shall include the schools to which they will be assigned, the grades and subjects that they will teach, by that August 1st which immediately precedes the commencement of the next ensuing year.

6.10. The Principal(s) and if the teacher is directly responsible to more than one Principal then the Superintendent shall endeavor to assign teachers within their areas of certification or competence.

6.11. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules. Teachers who are assigned to more than one school in any one school day shall receive the standard mileage rate mentioned in Rev. Proc. 88-52 for the first 15,000

miles of use provided always that in the event the mileage rate is revised, the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes. Notwithstanding the foregoing, the District shall be obligated to reimburse a teacher only if such teacher submits a written claim for such reimbursements on such forms and within such time as the District may from time to time establish.

6.12. Principals may assign teachers to supervise students for a period of time proceeding the starting time of the first assigned teaching assignment of the day. Such assignments shall be just among those teachers whose schedules permit such assignment and first among those who have volunteered for such duty and then among non-volunteer teachers whose schedules permit such assignments, except that a Principal may exclude one or more teachers from such supervision because of the number and nature of such teacher's teaching assignments, size of classes and other duties. Any volunteer or non-volunteer shall be allowed time off of equal duration for early departure on the day that such duty is performed.

6.13. Teachers who have open periods in addition to the preparation periods provided for in paragraph 6.3 of the article from time to time may be required to perform during such open periods individual tutoring, group tutoring, classroom teaching and other educational activities.

6.14. Principal(s) in his/her sole discretion shall, from time to time, establish the number of teachers to supervise each elementary lunch recess and each elementary lunch period provided that at least one teacher shall supervise such duties.

6.15. Each full-time regular high school teacher shall have a maximum of five classes each day. However, a teacher may volunteer to teach a sixth class each day in lieu of a duty period. A directed study hall is a duty period and shall not be considered a class.

6.16. The District may adopt a Middle School Student Schedule, which will provide for Middle School core teachers to follow a schedule with an average teaching day of 255 minutes, which may include 90-minute teaching blocks and/or rotation. Common Planning will be provided when feasible.

6.17. Elementary School Schedule

- a. All teacher preparation periods shall be at least 45 minutes.
- b. Total minutes of teaching time per day will be no more than 260 minutes.
- c. The district agrees that teachers will have 5 minutes transition time to and from specialists and to and from lunch/recess.
- d. The parties agree to meet as needed to evaluate and problem solve issues with the implementation of said schedule.

6.18. New high school schedule in year 1.

- i. For the 2023-2024 school year, the parties agree to meet at least once during the school year and also at the end of the school year to evaluate and problem solve issues with the implementation of said schedule. Also,

either party can call a meeting if an issue arises and the parties will meet within 5 school days of notification.

- ii. Teachers with a full teaching load shall not be assigned duties.
- iii. Periods shall be up to sixty (60) minutes in length.
- iv. Teachers shall receive at least one full, 60-minute block of personal preparation time each day.
- v. On days when a teacher would normally have their personal prep period and a duty, the teacher shall have two (2) personal prep periods.
- vi. CREW will be ungraded, however a District rubric will be used to assess the students.
- vii. A teacher's daily assignment shall consist of no more than 4 teaching classes and CREW.

6.20. School counselors and school adjustment counselors may be required to work up to seventy (70) hours between the last and first required days for teachers, to begin as soon as, but not prior to, the final 1/2 day for staff. These hours are to be compensated at the individual counselor's per diem hourly or daily rate (1/184th).

ARTICLE 7 - SPEECH LANGUAGE PATHOLOGISTS

7.1 Speech Language Pathologists (SLPs) whose need to service their caseload necessitates preparation outside of the contractual workday, shall be compensated for this preparation time at the rate of \$30.00 per hour. SLPs will submit timesheets on a weekly basis for this payment.

ARTICLE 8 - TRANSFERS

8.1. Whenever the Superintendent deems it necessary to transfer one or more teachers to a different school with or without a change of subject or grade assignment or whenever the Principal deems it necessary to change the subject or grade assignment of one or more teachers within the same school, notice thereof shall be given to the teacher or teachers involved as soon as is practicable. If any one or more of the involved teachers wishes to discuss such transfer or change of subject or grade assignment with the administrator making the transfer or change of subject or grade assignment prior to the effective date thereof, the teacher shall request a conference within five days of the receipt of the notice of transfer or change of subject or grade assignment. The administrator making the transfer or change of subject or grade assignment shall confer with the teacher within five days of receipt of such request. The administrator making the transfer or change of subject or grade assignment shall before effectuating such transfer or change of subject or grade assignment, consider, in the context of the ultimate objectives of the transfer or change of subject or grade assignment, the individual qualifications, certification, length of service and other appropriate available alternatives.

8.2. An affected teacher, with the written approval of the Association, may, in writing, request a conference with the Superintendent for purposes of reviewing the decision of the Principal making a change of subject or grade assignment or reconsidering the Superintendent's decision. The Superintendent shall confer with the teacher within ten school days for purposes of said

review or reconsideration. The decision of the Superintendent after said review or reconsideration shall be final and binding upon all parties and not subject to grievance or arbitration. Transfers shall not be made for punitive reasons.

8.3. If a teacher wishes for a building transfer or change in subject or grade assignment, he/she may make an application to the Superintendent with notice to the Principal(s) of the building(s) involved. Said application shall be in writing and shall set forth the transfer or change sought and the reason. The Superintendent shall, within three calendar weeks of the submission of said application, advise the teacher of his/her decision, in writing, which advice may but need not set forth the reasons for the Superintendent's decision. The decision of the Superintendent shall be final and it shall not be subject to either the grievance or arbitration procedures.

ARTICLE 9 – SPECIAL ASSISTANCE FOR TEACHERS

The District agrees that it shall provide for the teachers assistance with respect to that child who deviates from the normal learning patterns to the extent permitted by the then existing resources under the administrative control of the Principal for the building involved.

ARTICLE 10 – VACANCIES AND PROMOTIONS

10.1. Whenever any vacancy in a professional position occurs during the school year (September to June) after all teachers have been assigned, it shall be adequately publicized by the Superintendent by means of a notice placed on the school bulletin board in every school as far in advance of the anticipated appointment as possible. During the months of July and August, after all teachers have been assigned, written notice of any such vacancy will be posted on a bulletin board in each school and will be given to the Association. In both situations, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position shall not be changed arbitrarily or capriciously or without basis in fact when such vacancies occur in the future. No such vacancy shall be filled, except in an emergency, within five days from the date the notice is posted in the schools or the giving of notification to the Association.

10.2. All qualified teachers shall be given adequate opportunity to make an application for such position, and the Superintendent agrees to give due weight to the professional background and the attainments of all applicants, the length of time each has been engaged in teaching, and other relevant factors. When all other factors are, in the good faith opinion of the Superintendent, substantially equal, preference in filling such vacancies shall be given to qualified teachers already employed by the District. Permanent appointments shall be made as soon as practicable.

ARTICLE 11 – TEACHER FACILITIES

Each school shall have the following facilities insofar as the same is physically and economically feasible:

11.1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

11.2. An appropriately furnished room to be reserved for the exclusive use of teachers for a faculty lounge and dining facility.

11.3. A serviceable desk and chair for the teacher in each classroom.

11.4. An individual mailbox for each teacher.

ARTICLE 12 – SICK LEAVE

12.1. A teacher shall be credited with 15 days of sick leave during each work year of employment, not to exceed the maximum accumulation cap below, provided that the teacher shall have reported for duty on the first official day of the work year involved. Exceptions to this shall only be made in case of legitimate illness requiring a physician's note, maternity leave, or approved bereavement. In all cases, the decision of the Superintendent regarding exceptions shall be final. Sick leave shall be accumulated from year to year up to a maximum accumulation of 195 days.

12.2. Accumulated sick leave may be used for the purposes of illness only. In the event a teacher is absent for in excess of four (4) or more days whether consecutive working days or workdays interrupted by a holiday, weekend or school vacation in connection with an illness or injury, or absent in excess of eight (8) cumulative working days during any school year, the Principal or the Superintendent, may require a certificate from a licensed health care provider, at the employee's expense, substantiating the illness or injury for any absence for which an employee seeks to use his or her accumulated sick leave.

12.3. Teachers who use not more than three (3) sick leave days per school year will receive a payment of \$300.00 ("Wellness Payment"). The Wellness Payment will be paid within 30 days of the last day of school and will be subject to applicable withholdings. The Wellness Payment may be paid together with or separate from any other payment made to the Teacher.

ARTICLE 13 – TEMPORARY LEAVES OF ABSENCE AND BEREAVEMENT LEAVE

13.1. The Superintendent or his/her designee may but need not grant temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions (the grant or denial of leave by the Superintendent or his/her designee shall be conclusive and his/her decision shall not be subject to grievance or arbitration):

(a) For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided request is made to the Superintendent or his/her designee and then only for a period not in excess of one day.

(b) For purposes of attending conventions, seminars and conferences, provided request is made to the Superintendent or his/her designee in writing at least ten days before the commencement of the time of the requested absence.

(c) For purposes of fulfilling the obligations of a public office held by the member of the Association within either the Towns of Cheshire or Adams, provided a reasonable request is made therefore and provided further that such leave shall be for a period not in excess of five days during any one work year.

13.2. Teachers shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions:

Bereavement Leave: (a) In the event of the death of the husband or wife or child of the teacher, for a period not in excess of seven consecutive calendar days, and in the event of the death of father, mother, stepmother, stepfather, father-in-law, mother-in-law, brother, sister, guardian, grandfather, grandmother, uncle, aunt, brother-in-law, sister-in-law, niece or nephew and grandchildren for a period not in excess of five consecutive calendar days. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.

(b) For purposes of religious observance if the religious convictions of the teacher prohibit him from working on said day.

(c) For the purpose of attending summer school for a period not in excess of the last five consecutive work days of the work year, provided that a teacher gives notice to the Superintendent of Schools of his/her intentions to take such a leave of absence at least 15 days prior to the expiration of the work year, and provided further that any teacher who takes leave under this section shall have deducted from his/her then accumulated sick leave one accumulated sick leave day for each day absent.

13.3. The Superintendent shall grant a temporary leave of absence to a teacher who has received a child for adoption, provided always, that the leave shall not exceed eight weeks as measured from a date not later than the date the teacher receives the child. The said leave shall be without pay except that the teacher may utilize accumulated sick leave days during the leave granted hereunder.

13.4. The Principal for the building involved (if the teacher is directly responsible to more than one Principal then to the Superintendent) shall grant temporary leaves of absence for those matters that cannot be taken care of after school hours which are for personal, legal, business, household or family matter (including to care or assist in the care of a relative of a teacher), or leave under paragraph 2 of this article, provided that the total number of days of leave in the aggregate shall not, in any work year, exceed five days (each day a "Personal Day") for each work year and further provided:

(a) Teachers may use a "Personal Day" (i) on the last workday preceding a holiday or vacation, or (ii) on the first workday following a holiday or vacation expressly under the conditions listed below. If a teacher uses a sick leave day on a day referenced in (i) or (ii), then upon the request of the building principal, a teacher shall produce

documentation of that absence from a medical professional. Failure to produce the requested documentation will result in a loss of pay for that day.

i. The building principal will approve a Personal Day as referenced in (i) or (ii) with a maximum cap of no more than two (2) teachers at each of the District's schools (elementary, middle and high)

ii. The granting of Personal Days shall be in the order in which written requests for such days are received by the building principal. (by way of a written teacher leave request form and/or via electronic attendance/leave software)

iii. A teacher will be allowed to take the same day(s) referenced in (a)(i) or (a)(ii) above for two (2) consecutive years if they are one of the first two (2) requests pursuant to 13.4 (a)(2) above. Said teacher will only be allowed to take the same day(s) off in the third (3rd) consecutive year if there are less than two (2) other teachers in the school who have applied and been approved for said day(s) with no regard to the order of such requests (i.e., even if the teacher is one of the first two (2) requests received, they will only receive the day off if only one (1) other teacher in the school has applied for the day at any time prior to the day in question).

iv. A teacher may take no more than two (2) Personal Days referenced in (a)(i) or (a)(ii) in any given school year.

v. A teacher may not request a Personal Day referenced in (a)(i) or (a)(ii) more than one calendar year in advance, except for an extraordinary or unique circumstance.

vi. In the Superintendent's sole discretion, the Superintendent may approve a day(s) that would exceed the two (2) teacher limit as referenced in 13.4 (a) 1 or additional day(s) for a teacher beyond what is referenced in 13.4 (a) 3. The Superintendent will provide the Association President the reason and disposition of requests for personal days that are above the mandated threshold. The Superintendent's determination under this section is not subject to grievance and/or arbitration.

(b) Teacher must give the Principal or the Superintendent, as the case may be, a written request at least three days in advance (except in the case of emergency the request may be given less than three days in advance) of the day on which a "Personal Day" is intended to be used. The use of a "Personal Day" shall be coordinated in advance with the Principal of the building the teacher is assigned to on the day the "Personal Day" is to be taken. Since "Family Care Days" have been eliminated and changed to "Personal Days" teachers can take a "Personal Day" without three day notice if the need arises to care for a family member.

(c) A "Personal Day" pursuant to the Section 12.4, must be taken in half or full school day increments.

(d) The District will compensate a teacher the sum of twenty (25) dollars, for each half (1/2) "Personal Day" the teacher has not used during a school year, up to a maximum of \$100 per year. The compensation shall be paid within 30 days of the end of the school year and may be paid separately or with any regular pay due the teacher. Requests to do this shall be on a designated form, if any, delivered to the District's business office by June 1.

(e) Teachers may select to roll unused/unpaid Personal Days into their accumulated sick leave, up to two days per year. Requests to do this shall be on a designated form, if any, delivered to the District's business office by July 1. Notwithstanding the foregoing, a teacher shall not be permitted to roll over a Personal Day into his/her accumulated sick leave account, if as a result of the roll over, the teacher's total number of accumulated sick days will exceed 195 days.

(f) Teachers may take no more than three (3) personal days consecutively (i.e., three (3) work days in a row).

(g) In the event an employee dies while still employed by the District, the District shall make a payment to the employee's estate the employee's per diem rate for any unused personal days.

The Principal or Superintendent, as the case may be, may deny teachers request for leave if more than 15 percent of the teachers at any of the District's schools have been granted such leave for the given day. The granting of leaves shall be in the order in which written requests for leaves are received by the Superintendent or his designee.

13.5. The School Committee or Superintendent may but need not grant in writing temporary leaves of absence to an applicant therefore such reason or reasons as shall seem appropriate to the School Committee or Superintendent. Such leave, if granted, shall be upon such terms and conditions as the School Committee or Superintendent, as the case may be, shall determine. The grant, denial, imposition or terms and the imposition of conditions by the School Committee or Superintendent with respect to each request for leave shall be conclusive and shall not be subject to grievance or arbitration.

Without limiting the generality of the foregoing and without limiting the absolute discretion of the School Committee or Superintendent to grant or deny leave hereunder, the parties agree that such leave may be granted for reasons of extended illness or injury, for travel, for family illness, for the rearing of children and for academic pursuits not coming within the purview of Article 14 (Sabbatical Leaves).

13.6. CHILD REARING LEAVE:

(a) The Committee shall grant temporary leave of absence to teachers for the purpose of rearing a child born of the teacher or of the spouse of a teacher or adopted by the teacher or the spouse of the teacher. The teacher shall request such leave, in writing, within the twenty (20) day calendar days immediately following the day of the birth of the child or within the twenty (20) calendar days immediately following the placement of a child with the teacher or teacher's spouse for adoption. This leave will begin at the end of any applicable statutory leave.

(b) The request for this leave shall include:

- a. the date of birth of the child or the date of the child adopted
- b. the date that the leave is to begin
- c. the date that the leave is to end
- d. an assurance that the teacher will immediately resume teaching within the District upon expiration of the leave.

(c) The duration of the leave granted hereunder shall not exceed twelve (12) calendar months. If leave granted hereunder shall begin after the first day of February, the teacher will be deemed to have served a full year for purposes of salary increment.

(d) The Committee will grant ten (10) days of paid leave, without any deduction from accumulated sick leave, for child rearing or adoption; provided that there was a timely request for child rearing leave as specified in paragraph 1 above, and the paid leave is taken within thirty (30) calendar days immediately following the birth or arrival of the adopted child. No more than one such paid leave may be received within a school year. Unused time may not be carried from one school year to the next school year. The time shall not be increased as a result of multiple births or adoptions. If both spouses are employed by the District, the total amount of paid time may be taken by one spouse or divided between the spouses.

ARTICLE 14 – SABBATICAL LEAVES

Upon recommendation by the Superintendent, the School Committee shall grant sabbatical leaves of absence for purposes of study, travel or exchange teaching upon such terms and conditions as to the School Committee in the exercise of its sole discretion seems reasonable, provided, however:

(a) That the terms and conditions so established by the School Committee shall provide for the payment to the teacher by the School Committee as salary during such sabbatical a sum which together with any stipend, grant or other income to be received by said teacher during said sabbatical shall not be less than 50 percent of the salary that the teacher would receive for the same period if he/she had remained employed by the District in his/her usual position.

(b) Any teacher desiring such leave must make a request in writing, addressed to the Superintendent no later than February 1 of any year, whereupon the Superintendent shall confer with the applicant and advise the school Committee of his/her recommendation on or before the next ensuing March 1.

ARTICLE 15 – SEVERANCE OR RETIREMENT PAY

15.1. Any teacher hired by the District prior to April 2, 2012, who has been in the employ of the Hoosac Valley Regional School District for a period of 20 years or more and has attained the

age of 52 years, and has 80 sick days accumulated or maintained, such teacher shall be paid \$10,950 in January of the year following retirement.

15.2 Any teacher hired by the District after April 2, 2012, who has been in the employ of the Hoosac Valley Regional School District for a period of 10 years or more and has attained the age of 60 years, and has 80 sick days accumulated or maintained, such teacher shall be paid \$10,950 in January of the year following retirement.

15.3. Each teacher is required to irrevocably notify the Superintendent in writing of such teacher's retirement from the District on or before March 15 prior to the effective date of the teacher's retirement. The Superintendent may, if in the Superintendent's sole opinion it does not adversely affect the District's finances or staffing, give the retirement benefit upon lesser notice.

ARTICLE 16 – IN-SERVICE PROGRAMS

16.1. The District may but need not conduct or cause to be conducted conferences, seminars, lectures, workshops and similar programs (hereinafter referred to as "In-Service Programs") for the purpose of engendering and fostering the professional improvement of the teacher. The entire cost of such "In-Service Programs", including fees, tuition and books, shall be borne by the District.

16.2 Teacher attendance at such "In-Service Programs" shall be mandatory only if (a) such program is conducted within the teacher workday and work year as defined in Sections 6.1 and 6.2 and (b) the teacher is excused from all duties otherwise to be performed by teacher during the period that the teacher is in attendance at such program.

16.3 For the purposes of clarity, In-Service Programs are not Teacher Meetings or individual conferences pursuant to Section 6.6, attendance at which is mandatory, however, the subject matter and programs of Teacher Meetings could be the same as In-Service Programs.

ARTICLE 17 – INJURY IN THE COURSE OF EMPLOYMENT

17.1. If a teacher because of injury sustained in the course of and arising out of his/her employment, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workmen's Compensation Act), the District shall, if the teacher so elects, pay to such teacher each month so long as such teacher is receiving benefits under said Section 34 an amount equal to the difference between the teacher's salary at the time of such injury and the amount of weekly indemnity being received by the teacher under Sections 34 and 35A of the said Chapter 152. The amount payable under this article because of any one injury shall be the amount obtained by multiplying the number of such teacher's accumulated sick leave days by such teacher's per diem rate. The number of accumulated sick leave days available to the teacher shall be reduced by an amount equal to the total sum paid to the teacher under this article divided by the teacher's per diem rate.

17.2. If the illness or injury of a teacher comes within the purview of both this article and Article 11 "Sick Leave," it should be deemed to come within the purview of this article, and such

teacher shall not be paid any benefits pursuant to Article 11 for such illness or injury except as is provided in the preceding paragraph.

ARTICLE 18 – INDEMNITY

18.1. In the event that a complaint, claim or other demand is lodged against teacher by any person, firm or entity other than District because of an act or omission of teacher, which act or omission occurs in the course of and arises out of teacher's employment by District, and which act or omission does not constitute gross negligence or willful misconduct, District agrees that it shall indemnify and save harmless said teacher against any and all liability, loss, damages, costs and expenses incurred by teacher arising out of said act or omission. Teacher agrees that he/she shall advise the Superintendent or his/her designee in writing as soon as practicable of the occurrence of any act or omission which may engender a complaint, claim or other demand or where it is reasonable to expect the assertion of a complaint, claim or other demand.

18.2. Upon receipt of said written notice from the teacher, the District may, at its own expense, defend against such complaint, claim or other demand and take all such steps, which it deems necessary or proper to prevent or minimize loss, damage, costs and expenses of the teacher.

18.3. Teachers shall, where appropriate, comply with the provisions of Chapter 258 General Laws of the Commonwealth of Massachusetts as from time to time amended.

18.4. Nothing set forth in this Article or done by the District pursuant hereto shall be deemed to constitute a waiver by District of any right, remedy or sanction it may have against teacher pursuant to the terms of this agreement and pertinent provisions of law.

ARTICLE 19 – SUBSTITUTE, NIGHT AND SUMMER SCHOOL TEACHERS

19.1. It is agreed that substitute, night and summer school teachers are not members of the bargaining unit and do not come within the purview of this contract and are not entitled to the benefits of this contract.

19.2. If a teacher is ill or otherwise unavailable, the District shall diligently seek to provide a substitute teacher or such other professional or paraprofessional services, as the District deems appropriate. If such substitute is not available, a teacher from within the system may be required to substitute, notwithstanding the provisions of Article 6 of this agreement provided, however, that such substitutions shall be distributed upon an equitable basis.

ARTICLE 20 – INSURANCE AND ANNUITY PLAN

20.1.1. On the effective date of this agreement the District will pay one hundred percent (100%) of the cost for a \$10,000 group term insurance plan insuring the life of the teacher. Teachers may elect to increase their group term insurance to the maximum permitted by law at no expense to the District.

20.1.2. A teacher may enroll in any HMO, PPO or POS plan with such benefits and through such organizations as the District shall from time to time select. The District shall pay toward the premium cost for the plan in which a teacher enrolls the amount equal to seventy-five percent (75%) of the premium cost for the HMO plan selected by the District. Notwithstanding the foregoing, the District shall not pay less than fifty percent (50%) toward the actual premium cost for the plan in which a teacher is enrolled.

The District shall pay toward the premium cost for POS and PPO plans and any other health plans not identified herein offered by the District and in which the Employee is enrolled the amount equal to sixty percent (60%) of the premium.

20.2. The District shall annually prior to the commencement of each fiscal year, prior to our commensurate with the annual open enrollment period, give written notice of the plans offered by the District, cost for each plan, the percentage the District will pay for each plan and the amount a teacher will have to pay for each plan.

20.3. A teacher may have health insurance or other health coverage through only one of the plans offered by the District.

20.4. Each teacher shall from time to time as requested by the District provide the District with a statement of such teacher's health and surgical insurance from all sources and provide such identifying information about the same as the District shall request.

20.5. The Committee shall, prior to a change of coverage or selection of a carrier to provide for the aforementioned 19.1.2. insurance, give written notice to the Association of its intended selection. If within ten days of receipt of said notice the Association shall ask in writing to confer with the Committee, the Committee shall meet with the Association within ten days of receipt of a request with respect to such selection. If no agreement is reached as a result of such conference or conferences upon a selection within 20 days of receipt of said notice by the Association, the Committee shall make the selection provided, however, that such selection by Committee shall not result in a diminution of existing benefits. Notwithstanding anything in this section to the contrary, the District may implement health insurance benefit changes pursuant to M.G.L. c. 32B, Section 21-23.

20.6. Teachers shall be eligible to participate, if mechanically feasible, in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87370.

20.7. The District will pay fifty percent (50%) of the cost of such dental benefit plans as is selected each fiscal year by the District.

20.8. A Cafeteria Plan under the Internal Revenue Code Section 125 will be offered to teachers at no administrative or other cost to the District.

ARTICLE 21 – DEDUCTIONS

The District agrees to deduct from the salary of its employees such sums as shall be duly authorized by the employees upon forms satisfactory to the District, including deductions for participation in the “tax-sheltered” annuity plan and such additional sums as are mechanically feasible. The sums so deducted shall be remitted to the Association.

ARTICLE 22 – ASSOCIATION PRIVILEGES

22.1 The District shall permit:

(a) The President of the Association to welcome new teachers on orientation day and conduct such business as necessary.

(b) The Association to use a bulletin board within each school for the purpose of displaying notices, circulars and other Association material, which shall be provided by the District.

(c) The Association, upon reasonable notice, to utilize school facilities for the purposes of distributing to Association member information concerning the business of the Association, provided always that said school facilities shall not be used for any political activity or to foster or encourage the adoption or rejection of any proposal or the election of any person except election to positions within the Association or affiliated state or national labor organizations.

(d) A teacher, if he or she so desires, to wear a pin or other identification.

(e) A teacher to have access to his or her “official personnel file” at reasonable times and places.

22.2. District agrees that to the extent permitted by law the Association shall be the only labor organization representing teachers permitted to use the school facilities mentioned in the foregoing paragraph 1 (c).

ARTICLE 23 – TEACHER EVALUATION

The Parties have negotiated a teacher evaluation system set forth at Exhibit D (“Teacher Evaluation System”) which has been submitted to the Department of Elementary and Secondary Education (“DESE”) for approval. As of the date hereof, “DESE “has not responded to Parties’ submitted “Teacher Evaluation System.” The Parties agree to implement the “Teacher Evaluation System” pending approval by “DESE.” If “DESE” does not approve the “teacher Evaluation System,” the Parties agree to collectively bargain to satisfy “DESE’s” objectives and any information, materials and evaluations obtained, developed or conducted pursuant to the attached will be modified to and use in the teacher evaluation process previously used by the Parties and replaced by the “Teacher Evaluation System.”

ARTICLE 24 – PERSONNEL FILE

24.1. No report, memoranda or other document shall be placed in those files or records referred to in G.L. (Ter. Ed.), Chapter 71 Section 42C without a copy thereof being delivered to the teacher. Upon receipt of such report, memoranda or other document, the teacher shall have the right to submit to the Superintendent, in writing, such refutation or other comment, as the teacher shall deem to be pertinent. Such refutation or other comment shall be incorporated into the file or record.

24.2. Any complaint regarding a teacher made to any member of the Administration by a parent, student or other person, which warrants investigation and which may be used in an evaluation will be promptly investigated, reduced to writing, and called to the attention of the teacher involved. The teacher will be given an opportunity to respond to and rebut such complaints.

24.3. Teachers shall have the right to review the contents of his/her personnel file as provided under Chapter 71, Section 42C. A teacher shall be entitled to have the advice, assistance, and presence of a representative chosen by the teacher accompanying him/her during such review.

ARTICLE 25 – REDUCTION IN FORCE

25.1. Whenever the District, in the exercise of its discretion, determines, from time to time, that it shall reduce the number of teachers employed by the District, it shall notify the Association that it will implement a reduction (“Reduction Notice”). The Reduction Notice shall include the teaching position or positions to be reduced.

25.2 The District shall implement such reduction by laying off, dismissing or not renewing the employment of those teachers at will for whose position there is a teacher with professional teacher status who desires to fill the position, and as of the date of the Reduction Notice: (1) possesses a valid or inactive license (as defined in 603 CMR 44.07) in the subject matter of the position; (2) has previously taught the subject in the District; or in the Superintendent’s discretion possesses equivalent qualifications; and, (3) did not receive an Unsatisfactory summative evaluation in that subject or received other than an Exemplary or Proficient rating in either of his/her two most recent summative evaluations (or a negative evaluation prior to the 2011/2012 school year).

25.3 If the Superintendent determines that there is a further need for reductions in teachers after following the procedures set forth in Section 24.2, teachers with professional teacher status shall be laid off based on their job performance in the position or within the licensure area targeted for reduction. A teacher’s job performance shall be based on the teacher’s past summative evaluations as compared to other teachers’ past summative evaluations in the position and subject discipline targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers in the then current year and up to three preceding summative evaluations (including pre 2011/2012 school year evaluations). Ties in the determination of performance shall be broken by whether the teacher has a professional license

or an initial license in the targeted discipline. In the event the teachers in question have the same license (professional or initial) then Length of Service shall be the determinative factor. If the teachers in question have the same Length of Service, the Superintendent shall make the determination.

25.4 A teacher who is laid off as a result of Section 24.3 above may be entitled to displace a teacher in another subject discipline using the same criteria in Section 24.2 or Section 24.3, as applicable, and provided that the professional status teacher designated for layoff already, as of the date of the Reduction Notice, (1) possesses a valid or inactive license (as defined in 603 CMR 44.07) in the subject matter of the position; (2) has previously taught the subject in the District; or in the Superintendent's discretion possesses equivalent qualifications; and, (3) did not receive an Unsatisfactory summative evaluation in that subject discipline or received other than an Exemplary or Proficient rating in either of his/her two most recent summative evaluations (or a negative evaluation prior to the 2011/2012 school year).

25.5. "Length of Service" means a teacher's continuous "Length of Service" in the present school system (or one of its components) from his/her initial date of appointment, plus if the teacher has been recalled pursuant to provision of Article 24, those years of continuous service immediately prior to layoff pursuant to provisions of the Article.

25.5. If within the two-year period following layoff, in accordance with Article 24, a teaching vacancy authorized to be filled occurs, the Superintendent shall notify all teachers formerly with professional status who have been laid off within the two-year period preceding the date of notice (notice shall be in writing addressed to the teacher at his/her last address as it appeared on the records of the District.) If one or more of said teachers with professional status who possess valid or inactive licenses for the vacant position shall within 14 days of the date of such notice, advise the Superintendent in writing that he/she/they are desirous of being appointed to such vacancy, the Superintendent shall use the procedure in Section 24.3 to rank the candidates.

The Superintendent shall provide a ranking of the candidates to the Association, including the names and qualifications based on the criteria set forth in 24.3 ("Ranking List").

1. Within five (5) calendar days of receiving a Ranking List, the Association shall accept the rankings or propose new rankings. If accepted, it shall be the Final Ranking List. The failure to propose new rankings within said 10 day period shall be construed as acceptance of the District's Ranking List.

2. In the event the Association proposes new rankings, the Association must set forth the rationale for its rankings.

3. Within five (5) calendar days of receiving the Association's rankings, the District shall accept or reject it. If accepted, it shall be the Final Ranking List. The failure to accept the Association's rankings within said five (5) calendar days shall be construed as a rejection of the Association's rankings.

4. In the event the District rejects the Association's rankings, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two and shall determine the Final Ranking List.

The Superintendent shall use the Final Ranking List to offer the position to the most highly ranked teacher or, if that individual no longer desires to fill the vacancy, the next highest ranked candidate, and so on until an individual accepts and subject to the provisions of Massachusetts general Laws Chapter 71, shall hire such teacher. The District shall to the extent permitted by law elect teachers appointed pursuant to the provisions of this article to serve with professional status and to restore to said teacher such teacher's unused accumulated sick leave.

25.6. Teachers who have been terminated in accordance with Article 24 shall be given preference on the substitute list, if they so desire, for a period of two years.

25.7. To the extent permitted by law and the applicable insurer, Teachers who have been terminated in accordance with Article 24 may continue their group life and health insurance coverage for a period of two years by promptly remitting to the School District the total premium costs. Failure to forward premium payments to the District in accordance with a mutually agreed upon schedule shall terminate this right.

25.8. The District will provide a seniority list of teachers, in writing, annually to the Association. The list will be available by November 1. Challenges to this list must be presented, in writing, to the Superintendent by November 15. If there are no challenges to the list by November 15, the list will stand for the work year involved.

25.9. Nothing herein shall be construed as pertaining to the exercise by the District of its right to layoff, dismiss or not renew the employment of a teacher who is a teacher at will.

25.10. The Parties agree that the best interests of the students and the District is achieved by having teachers who possess proficient or exemplary teaching skills, have satisfactory subject matter discipline knowledge and have professional licenses in the discipline in which they teach. The Parties also agree that no distinction shall be made in this Article 25 between the summative evaluation ratings defined as proficient and exemplary.

25.11 The Parties agree that a teacher's placement on the salary schedule shall not be a factor in the consideration of a reduction in force.

25.12 Prior to giving effect to any reduction, the District shall provide the Association a "Position Reduction Notice" with respect to each position that is being reduced.

25.12.1(a) In the case of the reduction under §25.2 the Position Reduction Notice shall contain:

1. The Position, including licensure area affected;
2. The name of the teacher without professional status currently filling the Position, his/her area of licensure and his/her qualifications;

3. The name of the teacher(s) with professional teacher status who desires to fill the Position and qualifications based on the criteria set forth in §25.2; and,

4. The name of the teacher the District will appoint to fill the Position after implementing the reduction.

(b) If more than one teacher with professional teacher status desires to fill the position, or the teacher without professional teacher status is retained in the position instead of teacher with professional teacher status, then:

1. Within five (5) calendar days of receiving a Position Reduction Notice, the Association shall: (1) accept the proposed action; or, (2) propose a teacher with professional teacher status (from among those who notified the District of a desire to fill the position) to fill the position. The failure to propose an alternative teacher within said 5 day period shall be construed as acceptance of the appointment set forth in the Position Reduction Notice.

2. In the event the Association proposes an alternative teacher with professional teacher status to fill the position, the Association must set forth the name of the teacher, his/her qualifications, based on the §25.2 criteria, and reasons why the qualifications of the Association's proposed teacher are superior to those of the teacher proposed by the District in the Position Reduction Notice.

3. Within five (5) calendar days of receiving the Association's proposed appointment, the District shall: (1) accept the Association's proposed appointment, agree to fill the position with that teacher and dismiss or not renew the teacher without professional teacher status; or, (2) reject the proposal. The failure to accept the Association's proposed appointment within said five (5) days shall be construed as a rejection of the Association's proposal.

4. In the event the District rejects the Association's proposed teacher, the Association may grieve the appointment within ten calendar (10) days of the date of the rejection. Such grievance shall commence at Level Two.

25.12.2(a) In the case of a layoff pursuant under §25.3, the Position Reduction Notice shall contain:

1. The Position, including licensure area affected;

2. The name of the teacher with professional status currently filling the Position, his/her area of licensure and his/her qualifications based on the criteria set forth in §25.3;

3. The name of the teacher with professional teacher status who will be laid off after implementing the reduction and his/her qualifications based on the criteria set forth in §25.3.

(b) 1. Within five (5) calendar days of receiving a Position Reduction Notice, the Association shall: (1) accept the proposed action; or, (2) propose a teacher with professional teacher status to be laid off. The failure to propose an alternative teacher within said five (5) day period shall be construed as acceptance of the appointment set forth in the Position Reduction Notice.

2. In the event the Association proposes an alternative teacher, the Association must set forth the name of the teacher, his/her qualifications based on the criteria set forth in §24.3 and reasons why the qualifications of the proposed teacher are superior to those of the teacher proposed by the District in the Position Reduction Notice.

3. Within five (5) calendar days of receiving the Association's proposed layoff, the District shall either;(1) accept the Association's proposed layoff, agree to layoff that teacher and retain the District's proposed teacher; or, (2) reject the proposal. The failure to accept the Association's proposed layoff within said five (5) days shall be construed as a rejection of the Association's proposal.

4. In the event the District rejects the Association's proposed teacher to layoff, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two.

25.13 (a) In the case of teacher laid off pursuant to §25.3 who desires to displace a teacher in another discipline pursuant to §25.4, the Association shall provide the District with a notice ("Displacement Notice")

1. The Position, including licensure area affected.

2. The name of the teacher filling the Position and his/her qualifications, including the criteria set forth in §25.3 if applicable.

3. The name of the teacher with professional teacher status who the Association proposes to fill the position and his/her qualifications based on the criteria set forth in §25.3.

(b) Within five (5) calendar days of receiving a Displacement Notice, the District shall; (1) accept the Association's proposed teacher, agree to fill the position with that teacher and lay off, dismiss or not renew the other teacher (as the case may be); or, (2) reject the proposal. The failure to accept the Association's proposed appointment within said five (5) days shall be construed as a rejection of the appointment proposed by the Association.

(c) In the event the District rejects the Association's proposed teacher, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two.

25.14 Except as set forth in this Article 25 a reduction in force, layoff or recall is not subject to grievance or arbitration.

ARTICLE 26 – UTILIZATION OF SANCTIONS BY TEACHERS

The Association agrees that no teacher employed by the District shall, during the course of his employment by the District, participate in any strike, slowdown, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the District or the functions of the educational process within the District.

ARTICLE 27 – TUITION & PROFESSIONAL DEVELOPMENT REIMBURSEMENT

27.1. The COMMITTEE agrees to appropriate twenty-seven thousand dollars (\$27,000) for each year of this Agreement for the purposes of providing professional development and educational improvement support to teachers. The COMMITTEE shall disburse these funds as set forth in the subsections below.

27.2. The COMMITTEE shall designate in each contract year of this Agreement twenty-one thousand dollars (\$21,000) for the purpose of supporting teachers' education improvement. Specifically, the sum shown shall be used each year toward payment of tuition, registration, library fee, and laboratory fees for in-service courses or courses at accredited colleges, universities, or professional training schools that are germane to the teacher's professional assignment and that are taken with the prior approval of the Superintendent of Schools or her/his designee, when approval is sought in writing on designated forms. Such approval shall not be unreasonably withheld. All courses taken within an approved degree program (i.e. Masters, CAGS, Ph.D., etc...) shall be automatically approved.

27.3. The funds designated in subsection 27.2, above, shall be distributed in each year of this Agreement by allocating seven thousand (\$7,000) for each period described in this paragraph. Each request must be filed no later than two (2) weeks prior to the beginning of the course and in no case later than on or before the following deadlines to be considered for reimbursement:

- a. First course meeting occurs between July 1 and August 31: Submit request for approval by not later than August 15.
- b. First course meeting occurs between September 1 and December 31: Submit request for approval by not later than December 15.
- c. First course meeting occurs between January 1 and June 30: Submit request for approval by not later than June 15.

27.4. The tuition reimbursement funds shall be divided by the number of courses qualified for reimbursement and the sum obtained shall be paid for each such course up to one-half of the cost for tuition and fees for each particular course. Any remaining tuition reimbursement funds outstanding at the end of any of the deadline periods in 27.3 above, will be divided equally among the number of courses

qualified for reimbursement to each individual who received reimbursement in that timeframe.

27.5 To receive reimbursement the teacher must, in the opinion of the Superintendent, have satisfactorily completed such course and has attained a grade not lower than "B" or its equivalent and the teacher has submitted evidence of payment.

27.6. In each year of this Agreement, the COMMITTEE shall allocate six thousand dollars (\$6,000) for the purpose of promoting teachers' professional development by means other than those identified in subsections 27.1 through 27.5, above. Specifically, the sum shown shall be used each year for the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions with the advance approval of, their principal, and the Superintendent or her/his designee. Staff members who have submitted the appropriate form to his/her Principal shall be eligible to receive reimbursement as described above. Such approval shall not be unreasonably withheld.

27.7. The funds designated in subsection 27.7, above, shall be distributed in each year of this Agreement by allocating two thousand dollars (\$2,000) for each period described in 27.3 above. The professional development reimbursement funds shall be divided by the number of professional development opportunities qualified for reimbursement and the sum obtained shall be paid for each such opportunity up to one-half of the cost for each particular opportunity. Any remaining professional development reimbursement funds outstanding at the end of any of the deadline periods in 27.3 above, will be divided equally among the number of opportunities qualified for reimbursement to each individual who received reimbursement in that timeframe.

27.8 All reimbursements described above shall be received with two (2) pay periods after all proper documentation is submitted.

ARTICLE 28 – DEATH BENEFIT

If a teacher dies while in the employ of the District, the District shall pay to such teacher's spouse, or if there be none, to such teacher's estate, a sum determined by multiplying one-half the accumulated days of sick leave by the teacher's per diem rate, as of the date of such teacher's last pay day, less the amount, if any, paid pursuant to Article 15, severance or retirement pay and less the amount of any paid or to be paid pursuant to the provisions of Article 12, longevity of the collective bargaining agreement dated July 1, 2004.

ARTICLE 29 – RIGHTS AND RESPONSIBILITIES

29.1. The Association and each teacher recognize the authority and responsibility of the District to reprimand and discipline a teacher for just cause. No teacher will for disciplinary reasons be reduced in rank or compensation or deprived of any professional advantage without just cause. If a teacher is to be reprimanded or disciplined by a Principal or a member of the

administration above the level of Principal, the teacher shall have the right to have a member of the Association present. Any reprimand by a Principal or any member of the administration above the level of Principal shall be made in private. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article 5 unless the teacher or Association proceeds to challenge the reprimand or discipline in a proceeding provided by statute including but not limited to Massachusetts General Laws, Chapter 71, Section 42, in which event neither the teacher nor the Association shall use grievance or arbitration provided for in Article 5 of this agreement. If a teacher or Association files a grievance under Article 5 which in any way involves a reprimand or discipline and proceeds to arbitration, both the teacher and Association shall be deemed to have waived all rights to challenge the reprimand or discipline directly or indirectly in any court of law, in any administrative proceeding and before an arbitrator appointed under Chapter 71, § 42.

29.2. The non-renewal of a teacher who has not attained professional status shall not be considered as either discipline or reprimand.

29.3. The layoff or dismissal of a teacher without professional status pursuant to M.G.L. c. 71, § 42, who has not been teaching in the District more than 90 school days, shall not be considered as either discipline or reprimand.

29.4. Oral statements concerning conduct, acts or omissions of a teacher shall not be considered a reprimand or discipline unless reduced to writing and placed in a teacher's personnel file.

29.5. The layoff or dismissal of a teacher under Article 25, shall not be considered as either discipline or reprimand.

ARTICLE 30 – CORI

30.1. The following applies to Criminal Offender Record Information (“CORI”) checks pursuant to Chapter 385 of the Acts of 2002, as from time to time amended.

30.1.1. “CORI” checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.

30.1.2. A copy of a “CORI” report will be available to the employee upon request.

30.1.3. An employee may notify the Superintendent that he/she intends to challenge the results of the “CORI” check.

30.1.4. All “CORI” reports will be maintained in the Superintendent's office in separate confidential files.

30.1.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only person authorized to request “CORI” checks.

30.1.6. Failure of a teacher after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the "CORI" shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

30.2. The Superintendent shall make a suitability determination concerning whether anything contained in the employee's "CORI" renders the individual unfit for employment. If the employee disputes the Superintendent's suitability determination, the employee's sole recourse is to request the Massachusetts Department of Elementary and Secondary Education ("DESE") make a suitability determination. "DESE's" suitability determination shall be final as to all parties.

ARTICLE 31 – RETIREES HEALTH INSURANCE

31.1 The District will pay for eligible District Retirees, including those who retire during the term of this collective bargaining agreement and those who have previously retired the percentage herein provided for the cost of the following type of insurance.

(a) A Retiree may enroll in any HMO, PPO, or POS plan with such benefits and through such organizations as the District shall pay toward the premium cost for the plan in which the Retiree enrolls the amount equal to seventy-five percent (75%) of the premium cost for the HMO plan or any deductible plan selected by the District. Notwithstanding the foregoing, District shall not pay less than fifty percent (50%) toward the actual premium cost for the plan in which a Retiree is enrolled.

(b) Fifty-one percent (51%) of the cost for a Medex plan with such benefits and through such organizations as the District may from time to time select.

(c) The District shall pay the premium cost Value Plus POS and PPO plans offered by the District in which the Retiree is enrolled shall be equal to sixty percent (60%) of the premium.

31.2. The District shall annually prior to the commencement of each fiscal year, prior to or commensurate with the annual open enrollment period, give written notice of the plan offered by the District, cost for each plan, the percentage the District will pay for each plan and the amount a Retiree will have to pay for each plan.

31.3. An eligible Retiree may have health insurance or other health coverage through only one of the plans offered by the District, provided always that a Retiree who is either Social Security or Medicare eligible must upon reaching age 65 select the Medex plan provided for in paragraph 30.1 (b).

ARTICLE 32 – PROFESSIONAL RESPONSIBILITIES

The purpose of the online grading system is to provide current grade reporting for staff, students and parents. All teachers will enter and record grades into the online grading system at least every two weeks. All teachers are required to enter final grades for a grading period (trimester;

quarter; semester; or year end) with no less than one (1) week notice. Teachers will be trained; have access to technical assistance; and will not be held responsible in the event of computer/software issue or problems out of their control (such as issues of computer hacking or sharing of passwords by parents of students.) Exceptions will be made to teachers who do not have the capability to add periodic grades such as early childhood and elementary. Grading and data will be maintained in a different format

ARTICLE 33 – SICK LEAVE BANK

The District and the Teachers establish a Sick Leave Bank (“Sick Bank”) for purposes of assisting teachers who meet the “Sick Bank” criteria.

33.1. “Sick Bank” Committee

33.1.1. The “Sick Bank” shall be managed by the “Sick Bank Committee” (“SB Committee”) which shall consist of:

- (a) Two teachers appointed by the Association’s President (one of whom may be the President.)
- (b) The Superintendent or his/her designee and,
- (c) One member of the School Committee.

33.1.2. “SB Committee” members are not compensated for their services.

33.1.3. All four members of the “SB Committee” are required to be present for a quorum. “SB Committee meeting shall not be held during the school day, except upon the agreement of all the “SB Committee” members.

33.1.4. The “SB Committee” may make rules and procedures, consistent with this Article 33 and applicable laws, rules and regulations, for administering the “Sick Bank.”

33.1.5. A vote of three of the “SB Committee” members is required to take any action. In the event that three of the “SB Committee” members do not vote in favor to grant a request for “Sick Days,” the request will be construed and treated as denied.

33.1.6. The determination of the Sick Leave Bank Committee with respect to any matter, including without limitation satisfaction of the “Sick Bank” criteria, the denial of a request for “Sick Bank Days,” or the determination of the number of “Sick Bank Days” to be granted shall be final and binding on all parties and the “SB Committee’s” decision shall not be subject to grievance, arbitration or other action.

33.1.7. All information presented to and teacher requests considered by the “SB Committee” shall be kept confidential.

33.1.8. All records of the "SB Committee" including the number of days in the "Sick Bank" ("Sick Bank Days") shall be maintained by the Superintendent pursuant to applicable law and the rules of the "SB Committee."

33.1.9. Any "Sick Bank Days" remaining in the "Sick Bank" at the end of a school year will be rolled over to the next school year.

33.1.10 Prior to the start of each school year, the "SB Committee" shall present an accounting of the "Sick Bank's" operation to the teachers and the School Committee.

33.1.11. Eligibility for the use of the "Sick Bank" shall commence after September 30, 2014 for any teacher not yet on sick leave. To initially fund the "Sick Bank", on or after September 30, 2014, each teacher (except as provided in Section 33.2.5) shall contribute up to two (2) days to the "Sick Bank" from his/her Sick Leave.

33.2 Sick Bank Days

33.2.1 Except as the result of mandatory contribution pursuant to this Article 33, the total number of "Sick Bank Days" in reserve shall not at any time exceed twice the number of teachers.

33.2.2. At any time, except as provided in Section 33.2.1, if the number of "Sick Bank Days" are depleted below one hundred (100) days, the "SB Committee" shall so notify the School Committee and the teachers and each teacher will be asked to voluntarily contribute one (1) additional day to the bank from his/her Sick Leave. The Superintendent shall cause the transfer of one Sick Leave day from each teacher who voluntarily contributes a day to the Sick Bank.

33.2.3. Except for the 2014/2015 school year, if at the commencement of a school year the number of "Sick Bank Days" is below one hundred (100) days, the "SB Committee" shall notify the School Committee and the teachers and each teacher (except as provided in Section 33.2.5) shall be required to contribute one (1) or two (2) days to the Bank from his/her Sick Leave as determined by the "SB Committee."

33.2.4. When a contribution is required under 33.1.11 or 33.2, the "SB Committee" shall notify each teacher of the requirement and the number of days to be contributed by each teacher. The Superintendent shall cause the transfer of the required number of Sick Leave Days from each teacher to the Sick Bank. The Superintendent shall identify to the "SB Committee" the first year teachers and teachers who did not have the required number of Sick Leave Days to transfer.

33.2.5. Teacher in their first year of employment with the District and teachers who do not have the required number of Sick Leave Days when a contribution to the "Sick Bank" is required, shall make up their required contribution(s) at the beginning of the following school year, if such person is a teacher in that school year.

33.3. "Sick Bank" Procedure:

33.3.1. A teacher ("Petitioning Teacher") believing he/she can satisfy the "Sick Bank" criteria may request "Sick Bank Days" from the "SB Committee" using such form(s) and procedures as the "SB Committee" shall designate.

33.3.2. Promptly upon receiving from the "Petitioning Teacher" all information requested, the "SB Committee" shall determine if the "Petitioning Teacher" has satisfied the "Sick Bank" criteria.

33.3.3. If the "SB Committee" determines the "Petitioning Teacher" has not satisfied the "Sick Bank" criteria, the request for "Sick Bank Days" must be denied.

33.3.4. If the "SB Committee" determines the "Petitioning Teacher" has satisfied the "Sick Bank" criteria, the "SB Committee" may grant some, all or none of the "Sick Bank Days" requested.

33.3.5. The "SB Committee" may not grant the transfer of "Sick Bank Days":

- (a) Less than 15 or more than 30 workdays per request;
- (b) More than 90 workdays per documented illness;
- (c) More "Sick Bank Days" than the number of workdays allowed as the teacher's temporary leave of absence pursuant to Article 13;
- (d) More than 30 "Sick Bank Days" retroactively, unless the "SB Committee" determines additional retroactive days are warranted due to matters beyond the "Petitioning Teacher's" control;
- (e) More than the number of "Sick Bank Days," which when combined with the teachers used Sick Leave, would qualify a teacher for disability benefits under the teacher's disability policy, if any; or
- (f) Beyond the then current school year.

33.3.6. The Superintendent shall cause the number of "Sick Bank Days" granted to the "Petitioning Teacher," if any, to be transferred from "Sick Bank" and to the "Petitioning Teacher's" Sick Leave. Thereafter, the transferred "Sick Bank Days" shall be construed as Sick Leave of the "Petitioning Teacher" for all purposes. Once teacher returns, if she/he has days left as gifted by the "Sick Bank," those days will be transferred back to "Sick Bank."

33.4. The following criteria (collectively "Sick Bank Criteria") shall be used by the "SB Committee" in determining the eligibility of a teacher to draw from the "Sick Bank" and in administering the "Sick Bank" and determining the amount of leave:

- 13;
- (a) A teacher must be granted temporary leave of absence pursuant to Article 13;
 - (b) A teacher must have used up all of his/her accumulated leave; (Sick Leave, Personal Days and any other paid leaves.)
 - (c) A teacher must submit medical evidence, in such form as the "SB Committee" shall determine, certified by a medical doctor to the "SB Committee" of the teacher's inability to perform his/her duties due to an incapacitating injury or a prolonged or catastrophic illness. This written certification must include, among other things, the specific nature of the illness and the expected date of the teacher's ability to return to work;
 - (d) A teacher's prior request for and use of Sick Leave days drawn from the "Sick Bank"; and,
 - (e) Such other matters or information as the "SB Committee" deems relevant.

ARTICLE 34 -- ON-LINE LEARNING AND CREDIT RECOVERY

34.1. The Committee and the Association recognize that on-line/remote learning educational programs (collectively "On-Line Courses"), whereby students enroll in on-line or remote learning courses approved and arranged by the District, will be advantageous to meeting the needs of students in the District.

34.2. On-Line Courses.

34.2.2 The Middle and High Schools may offer On-Line Courses for courses and subjects, or at levels not then offered by the District. Prior to offering any On-line Course the Principal of the High School shall notify the Association of the proposed On-Line Course, including course curriculum, the duration and, if known, the dates and times of the course, the number of students expected to enroll in the course and other information the Principal feels relevant ("On-line Course Notice"). In the event that the Association believes that a teacher is licensed and qualified to teach the course, willing to teach the class in addition to his/her existing class load and is currently teaching five or fewer classes, it shall notify the Principal of the teacher and his/her qualifications to teach the course. If the Association does not notify the Principal of a qualified teacher within ten (10) days of receiving the On-line Course Notice, the Principal may proceed with the On-Line Course and the decision is not subject to grievance or arbitration. If the Association proposes a teacher and the Principal agrees, the teacher shall be assigned to teach a class substantially similar to the On-Line Course as his/her fifth or sixth class and such class shall not be construed as an On-Line Course. If the Principal disagrees, and decides to offer the On-Line Course, he/she shall so notify the Association which may grieve the offering of the On-Line Course pursuant to Article V. The Principal may decide not to offer the On-Line Course at any time and such decision shall not be the subject of a grievance.

34.2.3 The Principal will ensure that each On-Line Course is appropriately certified (where such certification is necessary), that student(s) meet the relevant criteria for taking on-line credit course, that all financial arrangements are taken care of, that appropriate technical resources are available, that students are appropriately registered in on-line courses, and that any issues arising from these courses are handled in an appropriate manner.

34.2.4 As needed from time to time, the Principal shall appoint one or more On-line Course Coordinators all of whom shall be teachers, except as provided herein. An On-line Course Coordinator appointment shall not exceed one school year. The On-Line Course Coordinator shall proctor each On-Line Course assigned to the coordinator by the Principal and an On-line Course Coordinator may proctor more than one On-line Course, provided the number students, cumulatively, proctored shall not exceed 25 students. The Principal may appoint any teacher who is not teaching five classes each day to be an On-Line Course Coordinator, provided however, if an On-Line Course assigned to the teacher begins or ends outside of the school year, the teacher may reject the assignment of the On-Line Course (without prejudice), in which case the Principal shall notify the Association that an On-Line Course Coordinator position is available as provided in Section 34.2.5.

34.2.5 In the event all teachers at the Middle and High School are teaching five classes or periods per day, the Principal shall notify the Association that an On-Line Course Coordinator position is available, the On-line Courses, if then known, to be proctored and post said notice in the District seeking applicants from among all the teachers in the District. The Principal shall fill the On-line Course Coordinator position from among the applicants, giving preference to those teacher applicants at Hoosac Valley, provided further no teacher applicant whose most recent formative or summative evaluation was Unsatisfactory or Needs Improvement may apply or be eligible to be an On-line Course Coordinator. Each On-Line coordinator shall be paid twenty five (25) dollars per student for up to twenty five (25) students. The On-Line Course Coordinator shall proctor each on line course assigned to the coordinator, regardless of when the class begins or ends. In the event no teacher applies for an available position, the Principal may appoint any other employee of the District as an On-line Course Coordinator provided the individual possesses an administrator's license, or an active or inactive educator's license, on such terms and conditions as the Principal shall determine.

34.3. Credit Recovery and Remediation Program

34.3.1 The parties agree that a Credit Recovery and a Remediation Program currently exist. Credit Recovery provides students with the opportunity to obtain credits via on-line classes offered or made available by the District for which: (1) the student's final average was below passing; (2) the student was unable take or complete during the academic year for reasons beyond the student's reasonable control; or (3) which the student will be unable to take and complete during the academic year for reasons beyond the student's reasonable control. Remediation Program gives students an opportunity to

raise their failing quarter grade to passing and may be offered on-line. The District may offer a Credit Recovery and Remediation Program on-line and without additional compensation to any teacher who may proctor any such class. In lieu of a teacher, the District may utilize Administrators to proctor Credit Recovery and Remediation Program. The District will establish Credit Recovery and Remediation Program guidelines and criteria after consultation with the Association. Credit Recovery and Remediation Program are not "On-Line Courses" as used in this Article 34.

34.4. General Provisions applicable to this Article only:

34.4.1 The term "Proctor" means to take attendance (if and as necessary), update student information, ensure grades are obtained and entered in a timely manner for progress reports and report cards, supervise classroom behavior (if and as necessary), contact technology department for resolution of technical issues, and provide student orientation for on-line courses. Proctoring is not teaching.

34.4.2 On-Line Course Coordinators will be provided with all of the necessary training to proctoring.

34.4.2 Twenty five (25) students, cumulatively, in the On-line Course(s) proctored by an On-Line Course Coordinator shall equal one class or period for purposes of §6.3 and §6.15.

34.4.3 There will be no reduction in force of unit members due to the offering of On-Line Courses, Credit Recovery or Remediation Program.

34.4.4 No On-line Course Coordinator is responsible for any student's performance in any On-Line Course or the content of any On-Line Course.

ARTICLE 35 – NON-DISCRIMINATION

It is the policy of the Committee and the Association to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the Committee. The laws generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, religion, national origin, pregnancy, pregnancy related condition, age, handicap, gender identity, or sexual orientation.

ARTICLE 36 - PROFESSIONAL ATTIRE

Teachers shall dress in a professional manner for the type of position to which they are assigned.

ARTICLE 37 - JOINT LABOR MANAGEMENT COMMITTEE

The parties agree to establish a standing Joint Labor Management Committee (JLMC) for the purpose of enhancing the collaborative relationship and cooperatively addressing issues as they arise. Meetings will be conducted on a monthly basis and/or as needed. The JLMC will not discuss items which are properly the subject of negotiations or process grievances, but will discuss all other matters of mutual concern. The JLMC shall consist of three (3) members of ACTA's choosing including the President or his/her designee and three (3) members representing administration including the Superintendent, one (1) building principal and one (1) School Committee member. The committee shall be jointly chaired. Prior to each meeting the chairpersons shall jointly develop the agenda from items of mutual concern and items brought forward by either party. The latter items do not have to be agreed upon by both parties as an issue in order to go before the committee, but cannot be the subject of negotiations or grievance. The JLMC is an advisory committee only and may not modify terms and conditions of the collective bargaining agreement and/or past practice without agreement of the School Committee and the Association.

CHECK-OFF AUTHORIZATION

The undersigned hereby authorizes and requests the Hoosac Valley Regional School District to deduct from his/her wages the sum of \$_____, representing his/her Organization payment, and to pay over said sums so deducted monthly to _____.

____ Organization Donation: _____
(Organization Name)

The Organization payment shall be deducted in 26 equal payments,

It is understood that this check-off authorization may not be revoked by the undersigned sooner than 60 days from the date hereof or the termination date of the contract or any renewals thereof between the Union and the District, whichever occurs sooner, and that revocation may be effected only upon ten days' written notice from the undersigned to the Superintendent of Schools and the Union.

Date _____

ARTICLE 38 -- DURATION AND RENEGOTIATION

This agreement shall be effective as of July 1, 2023, and remain in full force and effect through June 30, 2026. Both parties agree that on or about December 1, 2025, they will use their best efforts to negotiate an agreement to become effective on the expiration of the agreement. The parties agree that terms and conditions of this agreement shall remain in force and effect past June 30, 2026 until a successor agreement is voluntarily negotiated by the parties.

IN WITNESS WHEREOF, we have affixed our hands as of this 1st day of July, 2023

HOOSAC VALLEY REGIONAL SCHOOL DISTRICT

BY: 
Bethany DeMarco, Its Chairperson

ADAMS-CHESHIRE TEACHERS ASSOCIATION


BY: 
Scott Balawender, Its President

EXHIBIT A
2023-2024 Salary Schedule

STEP	BA	MA	MA12	MA24	MA36	MA48	MA60
1	\$46,175	\$46,933	\$48,345	\$49,761	\$50,730	\$52,142	\$52,934
2	\$47,232	\$48,472	\$49,932	\$51,397	\$52,401	\$53,862	\$54,432
3	\$48,338	\$50,062	\$51,575	\$53,091	\$54,130	\$55,641	\$56,104
4	\$49,924	\$51,709	\$53,275	\$54,844	\$55,919	\$58,181	\$58,494
5	\$51,717	\$53,766	\$55,537	\$57,307	\$59,469	\$61,782	\$61,962
6	\$54,038	\$56,180	\$57,376	\$59,208	\$61,446	\$63,545	\$64,026
7	\$55,825	\$58,040	\$59,279	\$61,175	\$63,491	\$65,362	\$66,162
8	\$57,409	\$59,692	\$60,968	\$62,921	\$65,306	\$67,233	\$68,056
9	\$59,042	\$61,394	\$62,707	\$64,718	\$67,175	\$69,160	\$70,008
10	\$60,722	\$63,145	\$64,499	\$66,570	\$69,101	\$71,144	\$72,018
11	\$62,455	\$64,949	\$66,343	\$68,476	\$71,083	\$73,189	\$74,089
12	\$64,238	\$66,807	\$68,244	\$70,441	\$73,126	\$75,295	\$76,577
13		\$68,581	\$70,179	\$72,563	\$75,369	\$77,660	\$79,152
14		\$70,974	\$72,730	\$75,205	\$78,120	\$80,273	\$80,837
15		\$72,333	\$74,125	\$76,651	\$78,599	\$81,818	\$82,394
16		\$73,719	\$75,640	\$78,123	\$78,949	\$82,149	\$83,460
17		\$74,781	\$76,730	\$79,250	\$80,088	\$83,336	\$84,667
18		\$76,182	\$78,169	\$80,739	\$81,593	\$84,904	\$86,261
19		\$77,280	\$79,297	\$81,905	\$82,772	\$86,133	\$87,510

LONGEVITY

15-19 years - \$500

20-24 years - \$750

25+ years - \$1,000

*The SLP Salary Schedule will begin at M+12, Step 6.

2024-2025 Salary Schedule

STEP	BA	MA	MA12	MA24	MA36	MA48	MA60
1	\$47,560	\$48,341	\$49,795	\$51,254	\$52,252	\$53,706	\$54,522
2	\$48,649	\$49,926	\$51,430	\$52,939	\$53,973	\$55,478	\$56,065
3	\$49,788	\$51,564	\$53,122	\$54,684	\$55,754	\$57,310	\$57,787
4	\$51,422	\$53,260	\$54,873	\$56,489	\$57,597	\$59,926	\$60,249
5	\$53,269	\$55,379	\$57,203	\$59,026	\$61,253	\$63,635	\$63,821
6	\$55,659	\$57,865	\$59,097	\$60,984	\$63,289	\$65,451	\$65,947
7	\$57,500	\$59,781	\$61,057	\$63,010	\$65,396	\$67,323	\$68,147
8	\$59,131	\$61,483	\$62,797	\$64,809	\$67,265	\$69,250	\$70,098
9	\$60,813	\$63,236	\$64,588	\$66,660	\$69,190	\$71,235	\$72,108
10	\$62,544	\$65,039	\$66,434	\$68,567	\$71,174	\$73,278	\$74,179
11	\$64,329	\$66,897	\$68,333	\$70,530	\$73,215	\$75,385	\$76,312
12	\$66,808	\$68,811	\$70,291	\$72,554	\$75,320	\$77,554	\$78,874
13		\$70,638	\$72,284	\$74,740	\$77,630	\$79,990	\$81,527
14		\$73,103	\$74,912	\$77,461	\$80,464	\$82,681	\$83,262
15		\$74,503	\$76,349	\$78,951	\$80,957	\$84,273	\$84,866
16		\$75,931	\$77,909	\$80,467	\$81,317	\$84,613	\$85,964
17		\$77,024	\$79,032	\$81,628	\$82,491	\$85,836	\$87,207
18		\$78,467	\$80,514	\$83,161	\$84,041	\$87,451	\$88,849
19		\$80,371	\$82,469	\$85,181	\$86,083	\$89,578	\$91,010

LONGEVITY

15-19 years - \$500

20-24 years - \$750

25+ years - \$1,000

*The SLP Salary Schedule will begin at M+12, Step 6.

2025-2026 Salary Schedule

STEP	BA36	MA	MA12	MA24	MA36	MA48	MA60
1	\$48,987	\$49,791	\$51,289	\$52,791	\$53,819	\$55,317	\$56,158
2	\$50,108	\$51,424	\$52,973	\$54,527	\$55,592	\$57,142	\$57,747
3	\$51,282	\$53,111	\$54,716	\$56,324	\$57,427	\$59,030	\$59,521
4	\$52,964	\$54,858	\$56,519	\$58,184	\$59,324	\$61,724	\$62,056
5	\$54,867	\$57,040	\$58,919	\$60,797	\$63,091	\$65,545	\$65,735
6	\$57,329	\$59,601	\$60,870	\$62,814	\$65,188	\$67,415	\$67,925
7	\$59,225	\$61,575	\$62,889	\$64,901	\$67,358	\$69,343	\$70,191
8	\$60,905	\$63,327	\$64,681	\$66,753	\$69,283	\$71,327	\$72,201
9	\$62,638	\$65,133	\$66,526	\$68,659	\$71,266	\$73,372	\$74,271
10	\$64,420	\$66,991	\$68,427	\$70,624	\$73,309	\$75,477	\$76,404
11	\$66,259	\$68,904	\$70,383	\$72,646	\$75,412	\$77,646	\$78,601
12	\$69,146	\$70,876	\$72,400	\$74,731	\$77,579	\$79,880	\$81,241
13		\$72,758	\$74,453	\$76,982	\$79,959	\$82,389	\$83,972
14		\$75,296	\$77,159	\$79,785	\$82,878	\$85,162	\$85,760
15		\$76,738	\$78,639	\$81,319	\$83,386	\$86,801	\$87,412
16		\$78,208	\$80,246	\$82,881	\$83,757	\$87,152	\$88,543
17		\$79,335	\$81,403	\$84,076	\$84,965	\$88,411	\$89,823
18		\$80,821	\$82,929	\$85,656	\$86,562	\$90,075	\$91,514
19		\$83,184	\$85,355	\$88,163	\$89,096	\$92,714	\$94,196

LONGEVITY

15-19 years - \$500

20-24 years - \$750

25+ years - \$1,000

*The SLP Salary Schedule will begin at M+12, Step 6.

EXHIBIT B

STIPENDED POSITIONS	2023-2024		2024-2025		2025-2026	
	1-8 YRS	9+ YRS	1-8 YRS	9+ YRS	1-8 YRS	9+ YRS
8th Grade Advisor	\$515		\$530		\$546	
Athletic Coordinator	\$4,000		\$4,120		\$4,244	
Band Leader	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Baseball Head Coach	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Baseball JV Coach	\$2,060		\$2,122		\$2,185	
Basketball Head Coach - Boys	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Basketball Head Coach - Girls	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Basketball JV Boys	\$2,060		\$2,122		\$2,185	
Basketball JV Girls	\$2,060		\$2,122		\$2,185	
Cheerleading Coach	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Chess Club Advisor	\$1,000		\$1,030		\$1,061	
Cross Country Head Coach	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Football Assistants [1]	\$1,545		\$1,591		\$1,639	
Football Assistants [2]	\$1,545		\$1,591		\$1,639	
Football Head Coach	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Football JV Coach	\$2,060		\$2,122		\$2,185	
Freshman Class Advisor	\$1,030		\$1,061		\$1,093	
Golf Head Coach	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
HS Quiz Team Advisor	\$515		\$530		\$546	
Junior Class Advisor	\$1,545		\$1,591		\$1,639	
Leo Club Advisor	\$3,090		\$3,183		\$3,278	
MS 4-5 Advisor	\$515		\$530		\$546	
MS 6 Advisor	\$515		\$530		\$546	
MS 7 Advisor	\$515		\$530		\$546	
MS Drama 4-5	\$515		\$530		\$546	
MS Forensic Club Advisor	\$515		\$530		\$546	
MS Theater 6-7	\$1,030		\$1,061		\$1,093	
MS-HS ASL Club Advisor	\$1,000		\$1,030		\$1,061	
MS-HS Gardening Club Advisor	\$515		\$530		\$546	
MS-HS Robotics	\$515		\$530		\$546	
National Honor Society Advisor	\$2,060		\$2,122		\$2,185	
Senior Class Advisor	\$1,545		\$1,591		\$1,639	
Ski Club Advisor	\$1,500		\$1,545		\$1,591	
Soccer Head Coach - Boys	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Soccer Head Coach - Girls	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Soccer JV Boys	\$2,060		\$2,122		\$2,185	
Soccer JV Girls	\$2,060		\$2,122		\$2,185	
Softball Head Coach	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Softball JV Coach	\$2,060		\$2,122		\$2,185	
Sophomore Class Advisor	\$1,030		\$1,061		\$1,093	
Strength & Conditioning	\$4,120		\$4,244		\$4,371	
Student Council Advisor	\$2,060		\$2,122		\$2,185	
Student Activities Bookkeeper	\$4,000		\$4,120		\$4,244	
Theater Advisor	\$2,575		\$2,652		\$2,732	
Track Assistant [2]	\$1,545		\$1,591		\$1,639	
Track Assistant [3]	\$1,545		\$1,591		\$1,639	
Track Assistants [1]	\$1,545		\$1,591		\$1,639	
Track Head Coach	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917
Tutoring Center- HS	\$2,060		\$2,122		\$2,185	
World Of Difference Advisor	\$515		\$530		\$546	
X Country Skiing	\$4,120	\$4,635	\$4,244	\$4,774	\$4,371	\$4,917

The Parties agree to create a joint subcommittee to review and update the stipend list on a yearly basis. The subcommittee will report out its joint recommendations to the negotiating teams by March 31st of each year. Teachers may submit proposals for new stipend positions to be added in the following school year to the subcommittee by February 1st of the year prior. Any changes to the Appendices shall be subject to ratification by the Parties.

EXHIBIT C

<u>School</u>	<u>Anticipated Starting Time for Commencement of Classes</u>	<u>Anticipated Ending Times for Classes</u>	<u>Length of a Regular Workday</u>
Hoosac Valley High School	7:30 a.m.	2:00 p.m.	7 hours
Hoosac Valley Middle School	8:05 a.m.	2:35 p.m.	7 hours
PreK-3 Elementary	8:45 a.m.	3:15 p.m.	7 hours



Massachusetts Department of
**ELEMENTARY & SECONDARY
EDUCATION**

Educator Evaluation

Part IV: Model Collective Bargaining Contract Language

Appendix D. Teacher and Caseload Educator Contract Language

Update June 2020

Exhibit D. Teacher and Caseload Educator Model Contract Language 2014

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1. Purpose of Educator Evaluation

1. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
1. The regulatory purposes of evaluation are:
 1. 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);
 1. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

1. 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
1. To assure effective teaching and administrative leadership, 35.01(3).

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

1. ***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. The parties shall work together during the 2012-2013 school year and summer of 2013 in order to develop templates for portfolios that reflect acceptable categories of evidence, to be implemented during the 2013-2014 school year. The templates will be in the form of sample binders and will address issues of quantity and quality.
 1. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, school counselors, adjustment counselors, speech and language pathologists, and some reading specialists and special education teachers.
 1. **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. Classroom teachers are professional employees who teach three or more periods per day, plus part-time kindergarten teachers, school counselors, team leaders, and librarians, excluding all other employees.
1. **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; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
1. ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
1. ***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:
 1. **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.
 1. **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.
 1. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator one school year or less for Educators with PTS who are rated needs improvement. The duration of the plan shall be no less than 85-90 school days to one year. The time allotted will be sufficient to complete the plan.
 1. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 85-90 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. In those cases where an Educator is rated unsatisfactory near the

close of a school year, the plan may include activities during the summer preceding the next school year. The time allotted will be sufficient to complete the plan.

1. ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
1. ***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").
1. ***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 and satisfy requirements and standards. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. A teacher may not be an evaluator of a teacher.
 1. **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 1. **Supervising/Input Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee. The same evaluator shall conduct the majority of the observations and evaluation process.
 1. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 1. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator, which includes the reason for the change. This shall include the reason for the change. The Educator may request the Superintendent appoint a different Primary or Supervising Evaluator, if the Educator believes, in good faith, that there is a conflict of interest or other good demonstrable cause that may impact the objectivity of the Evaluator(s)
1. The District may but is not required to appoint both a Supervising and Primary Evaluator for any or all Educators. If both are not appointed for an Educator, then the terms Primary Evaluator and Supervising Evaluator shall be construed as Evaluator.
1. **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.
1. ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
1. ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
1. ***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.

1. ***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.
1. ***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. The team may include: Elementary Grade Level Teams, Specialist Teams, Middle School Teams, High School Departments, Vertical Teams and Content Area Groups.
1. ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
 1. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, district assessments, student growth percentiles on state assessments, if state assessments are available. Any demonstration of student knowledge and skill attainment, which may include, but are not limited to informal demonstration of student understanding along with associated rubrics, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios, multi-stage performance tasks, internships, service learning projects, district and state determined measures (when guidance is offered by the state). This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
 1. ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
 1. **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
 1. ***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.
- U. ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- U. ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- U. **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:
1. Standard 1: Curriculum, Planning and Assessment
 1. Standard 2: Teaching All Students
 1. Standard 3: Family and Community Engagement
 1. Standard 4: Professional Culture
 1. Attainment of Professional Practice Goal(s)
 1. Attainment of Student Learning Goal(s)
- U. ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
1. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 1. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 1. Elements: Defines the individual components under each indicator
 1. Descriptors: Describes practice at four levels of performance for each element
- U. ***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.
- U. ***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.
- U. ***Team:** Grade Level Teams, Specialist Teams, Vertical Teams, Content Area Teams and Professional Learning Communities/
- U. ***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, school counselors, or school nurses.

U. ***Trends in student learning:** At least two years or more 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.

U. **Walk throughs:** A data collection process where any data gathered will not be used toward the educator's evaluation and judgment of practice will not be made.

0. **Evidence Used In Evaluation**

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

1. Multiple measures of student learning, growth, and achievement, which shall include but not limited to:
 1. 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;
 2. 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.
 3. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
2. Assessments based on observations and artifacts of practice including:
 1. Unannounced observations of practice.
 2. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 3. Examination of Educator work products.
 4. Examination of student work samples.
3. Evidence relevant to one or more Performance Standards, including but not limited to:

Evidence compiled and presented by the Educator, including but not limited to:

 1. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 2. Evidence of active outreach to and engagement with families;
 3. Evidence of progress towards professional practice goal(s);
 4. Evidence of progress toward student learning outcomes goal(s).
2. Student Feedback: The parties have been advised that DESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation. Upon receiving said model contract language, direction and guidance, the parties agree to bargain with respect to this matter using guidance and model contract language from DESE. Until the parties reach an agreement on this issue, Student feedback shall not be used as evidence or for any other purpose under this Article 22;

3. Staff Feedback: The parties have been advised that DESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation. Upon receiving said model contract language, direction and guidance, the parties agree to bargain with respect to this matter using guidance and model contract language from DESE. Until the parties reach an agreement on this issue, Student feedback shall not be used as evidence or for any other purpose under this Article 22;
4. 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.
- vii. Evidence that has not been shared within 10 working days of its occurrence will not be used unless by mutual agreement.

0. 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 district will use the 2018 Classroom Teacher Rubric from DESE for this process, except for indicator II-C, entitled Student Learning. Additionally, the district will utilize the school counselor rubric from DESE for counselors.

0. Evaluation Cycle: Training

1. 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. Must demonstrate all evaluators are qualified.
2. By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. 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.
3. Rubrics and evaluation forms will be provided.

0. Evaluation Cycle: Annual Orientation

1. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 1. Provide an overview of the evaluation process, including goal setting and the educator plans.
 2. Provide all Educators with copies of the rubrics and directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 3. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

0. **Evaluation Cycle: Self-Assessment**

1. **Completing the Self-Assessment**

1. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment with the District.
2. The self-assessment includes:
 1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 2. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 3. Proposed goals to pursue:
 1. At least one goal directly related to improving the Educator's own professional practice.
 2. At least one goal directed related to improving student learning.

2. **Proposing the goals**

1. 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. If teams are established Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
2. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment (after commencement of classes) 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.
3. 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.
4. 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.
5. 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.

0. **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

1. 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.

2. 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 through mutual agreement after ESE issues guidance on this matter. See #22, below.
3. Educator Plan Development Meetings shall be conducted as follows:
 1. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 2. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 3. 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.
4. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

0. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

1. In the first year of practice or first year assigned to a school:
 1. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 2. The Educator shall have at least four unannounced observations during the school year provided however if the Educator commences employment with the District or assignment to a school after the December break, the Educator shall have at least two unannounced observations.
 3. One of these observations shall take place before the December break, unless the Educator commences employment with the District or assignment to a school after November 15th.
2. In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 1. The Educator shall have at least three unannounced observations during the school year.

0. PTS Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

1. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

2. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least three unannounced observations.
3. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

0. **Observations**

The Evaluator's first observation (announced or unannounced) of the Educator should take place by the December break. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

A. **Unannounced Observations**

1. Unannounced observations may be in the form of partial or full-period classroom visitations
2. The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, via Teachpoint, via email, placed in the Educator's mailbox or mailed to the Educator's home.
3. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
4. The Evaluator shall signify that s/he is conducting an unannounced observation by making his/her presence known and by carrying a clipboard.

A. **Announced Observations**

1. 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.
 1. The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 2. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 1. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

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

Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation of at least 30 minutes in duration within 30 school days.

- c. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

1. Describe the basis for the Evaluator's judgment.
2. Describe actions the Educator should take to improve his/her performance.
3. Identify support and/or resources the Educator may use in his/her improvement.
4. State that the Educator is responsible for addressing the need for improvement.

- c. The observer must sign the form within a week

The Educator will sign the observation form(s) and may comment on any aspect of said form(s).

The Educator's signature does not necessarily indicate agreement with the contents.

0. Evaluation Cycle: Formative Assessment

1. 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.
2. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
3. 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
4. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and

student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

5. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
 - F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox in a sealed envelope.
 - F. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
 - F. The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - F. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - F. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may move the Educator from Self Directed to Directed or from Directed to Improvement Plan, appropriate to the new rating.
0. **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
 1. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may move the Educator from Self Directed to Directed, appropriate to the new rating.
 2. 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.
 3. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
 4. 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 in a sealed envelope.
 5. 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.
 6. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

7. The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
8. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
9. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may move the Educator from Self Directed to Directed, appropriate to the new rating.

0. Evaluation Cycle: Summative Evaluation

1. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.
2. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
3. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
4. 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.
5. 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 and shall not be used until conditions are agreed upon.
6. 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.
7. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
8. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
9. 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 e-mail account, school mailbox in a sealed envelope no later than June 1st.
10. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
11. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

12. 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.
13. The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
14. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
15. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

0. Educator Plans – General

1. 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.
2. The Educator Plan shall include, but is not limited to:
 1. At least one goal related to improvement of practice tied to one or more Performance Standards;
 2. At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 3. 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.
3. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

0. Educator Plans: Developing Educator Plan

1. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
2. The Educator shall be evaluated at least annually.

0. Educator Plans: Self-Directed Growth Plan

1. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
2. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 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.

0. **Educator Plans: Directed Growth Plan**

1. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement or unsatisfactory. The duration of the plan shall be no less than 85-90 school days up to one year. The time allotted will be sufficient to complete the plan.
2. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
3. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
4. 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.
5. 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.

0. **Educator Plans: Improvement Plan**

1. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory, after unsuccessfully completing the Directed Growth plan. The duration of the plan shall be no less than 85-90 school days up to one year. The time allotted will be sufficient to complete the plan.
 2. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 85-90 school days and no more than one school year. The time allotted will be sufficient to complete the plan. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
 3. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
 4. 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.
 5. 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.
 6. The Improvement Plan process shall include:
 1. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 2. The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

3. If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
7. The Improvement Plan shall:
 1. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 2. Describe the activities and work products the Educator must complete as a means of improving performance;
 3. Describe the assistance that the district will make available to the Educator;
 4. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 5. 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);
 6. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 7. Include the signatures of the Educator and Supervising Evaluator.
8. 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.
9. Decision on the Educator's status at the conclusion of the Improvement Plan.
 1. 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:
 1. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 2. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 3. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 4. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1

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

A. Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B. Educators on Plans of Less than One Year

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

21. Career Advancement

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

confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

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

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

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent. PTS teachers will start on Self Directed Growth plan for the first year. Non PTS teachers will start on the Developing Educator plan for the first year.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- C. The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A. 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.

- A. The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- C) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of 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.
- D. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- D. Violations of this article are subject to the grievance and arbitration procedures.