Contract Between the

Ashland Educators' Association

and

Ashland School Committee

July 1, 2024 – June 30, 2027

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PREAMBLE

The Ashland School Committee is charged with the responsibility for the quality of education and the efficient and economical operation of the Ashland Public Schools. It is acknowledged that the Ashland School Committee has the final responsibility of establishing the educational policies of the public schools in Ashland.

Nothing in this agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Ashland School Committee by the statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the agreement.

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

Nothing, in this agreement shall be construed to limit the authority of the School Committee, the Superintendent or Principals as set out in the Education Reform Act of 1993 and the Education Reform Act of 2010.

Nothing in this agreement shall be construed to limit the rights of the teachers as set out in the Education Reform Act of 1993 and the Education Reform Act of 2010.

AGREEMENT

This Agreement is made and entered into on this date, May 15, 2024, by and between the Ashland School Committee (hereinafter referred to as the "Committee") and the Ashland Educators Association (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

A. The Ashland School Committee recognizes the Ashland Educators Association for the purpose of collective bargaining of wages, hours and working conditions as the exclusive representative of the following categories: all full time and part time teachers, special education teachers, school psychologists, school adjustment counselors, occupational therapists, physical therapists, speech and language teachers, school counselors, but excluding substitute teachers, teachers funded by the tuitions of the Extended Day Program, and all other employees of the Ashland School Department.

B. The wages, hours, and other conditions of employment subject to the provisions of this contract on the effective date shall to the employees covered by this contract continue to be so applicable

C. Savings Clause

1 This Agreement shall constitute Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect.

2 If any provision of this Agreement, or any application of this Agreement to any teacher, shall be found contrary to any statute, rule or regulation other than those specified in Section 1, such provision or application shall be in effect only to the extent consistent with such statute, rule or regulation, but all other provisions or applications of this Agreement shall continue in full force and effect.

3 Employees shall have the right of self organization and the right to form, join, or assist any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours, and other terms or conditions of employment, and to engage in lawful, concerted activity for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint, or coercion.

ARTICLE II
NEGOTIATION PROCEDURE

A. During negotiations, the School Committee and the Ashland Educators Association's negotiating committee will present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

B. In the event that a contract has not been signed after negotiations have proceeded for a reasonable period of time, the provisions of Chapter 150E, Section 9 of the General Laws of Massachusetts, may be invoked.

C. Any agreement reached during negotiations with the School Committee will be reduced to writing and signed by the School Committee and the Association's negotiating committee, when all items under consideration in negotiations have been finalized.

ARTICLE III
GRIEVANCE PROCEDURE

A. **Definition**:
For the purpose of this Agreement, a grievance shall be defined as:

Any complaint by a teacher or a group of teachers, covered by this Agreement, that there has been a violation, misinterpretation, misapplication, or inequitable or unfair application of this Agreement.

B. **Purpose**:
The general purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to any problems which may arise in the application of this Agreement. Both parties agreement that proceedings hereunder will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **Time Limits**:
All time limits herein shall consist of in session school days. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement. Such mutual agreement must be in writing.

In the event a grievance is presented in the latter part of the school year and there will not be a sufficient number of in session days to resolve the grievance, the remaining time required, exclusive of Saturdays, Sundays and legal holidays, will be considered as in session days.

D. **Informal Procedure**:
The aggrieved teacher, pursuant to the general purpose of this procedure, shall discuss individually, or with Ashland Educators Association representation, the problem with his/her immediate supervisor/building principal within ten (10) days from the date of event on which the grievance is based or within ten (10) days from the date the aggrieved should have had knowledge of its occurrence.

If the problem is not resolved to the satisfaction of the aggrieved teacher within seven (7) days after discussion has been initiated, it shall then be deemed that a reasonable effort has been made to obtain an equitable solution under this part.

E. **Formal Procedure**:
If informal discussion has failed to provide an equitable solution, or such discussion has been rejected as an approach to a solution, formal proceedings may be instituted. All such proceedings, unless otherwise stated, will begin at Level One as follows:

1 Level One:

A teacher with a grievance will present it to his principal either directly or through the Association's grievance committee within seven (7) days from the expiration of the Informal Procedure. In the event that the teacher is not directly responsible to an individual principal, he will then present it to his immediate supervisor.

2 Level Two:

If the grievance is not resolved to the satisfaction of the teacher within seven (7) days after submission at Level One, the teacher, or the teacher accompanied by the Association's grievance committee, shall present the grievance in writing to the Superintendent of Schools. Beginning on the 7th day the teacher will have seven (7) days to present the grievance to the Superintendent.

3 Level Three:

If the grievance is not resolved to the satisfaction of the teacher within seven (7) days after receipt at Level Two, the teacher, or the teacher accompanied by the Association's grievance committee, shall present the grievance in writing to the School Committee.

The School Committee will discuss the grievance within twenty-five (25) days of the receipt of the grievance. The School Committee shall have seven (7) days from the date of the discussion to deliver its decision (or lack of decision) to the grievant.

F. **General Provisions**:

1. With the written agreement between the Association President and the Superintendent, the Association may initiate a grievance at Level Two if the grievance involves a decision by the Superintendent, Assistant Superintendent, Director of Student Services, or Director of Curriculum or the grievance involves teachers in more than one school.
2. A written statement of the grievance must include:

a. A concise statement of the facts constituting the grievance.

b. A reference to the applicable provisions of the Agreement.

c. The date upon which the event giving rise to the grievance occurred.

d. A grievance may not extend beyond the written statement submitted at the first level of the formal procedure

3. The Association shall have the right to include in its presentation representatives of its own choosing on Level Three and Arbitration.

4. The School Committee will, upon request, provide the Association with copies of any document which may be necessary for the Association to process grievances under this Agreement which have reached Levels Two, Three and Arbitration.

5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants except as may be necessary to implement with the disposition of the grievance.

6. Failure to present a proper written statement within the applicable time limit shall be deemed a waiver of the grievance.

7. When it is necessary, pursuant to the grievance procedure, for a member of the Association to investigate a grievance or attend a grievance meeting or hearing as a result of an Ashland grievance during the school day, he/she will be released only by mutual agreement between the Association and the Superintendent of Schools.

8. The Association may represent any teacher having a grievance at any stage of informal proceedings; however, nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Ashland Educators Association.

G. **Arbitration**

1 If the grievance is not resolved at Level Three, the Association may initiate arbitration of the grievance by giving written notice to the School Committee of the desire for arbitration within fourteen (14) days of the receipt of the School Committee's decision.

2 The School Committee and the Association will abide by the rules of the American Arbitration Association in the selection of an arbitrator.

3 The Voluntary Labor Arbitration Rules shall, except as specifically provided otherwise in this Agreement, govern the selection of the arbitrator and the conduct of the arbitration proceedings.

4 The arbitration will be held in Ashland, Massachusetts, unless mutually agreed otherwise.

5 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law which would modify or alter, add to or subtract from, any of the terms of this Agreement.

6 All costs for the services of the arbitrator and the hearing, including per diem expenses and the actual and necessary travel and subsistence expenses of the arbitrator and the cost of substitute teachers, if any, will be borne equally by the School Committee and the Ashland Educators Association However, in the event that an expense (e.g., the preparation of transcripts) is incurred as a result of the desire of only one of the parties, that expense shall be borne by that party.

7 The decision of the arbitrator shall be final and binding on both parties as applicable to the particular grievance.

ARTICLE IV
NO STRIKE PROVISION

A. The Ashland Educators Association agrees that it will not cause, condone, or take part in any strike, walkout, slowdown, or work stoppage within the Ashland Public Schools.

B. The Ashland Educators Association and its members, individually and collectively, agree that if there is a violation of this clause, that is, an active participation or involvement in any such strike, walkout, slowdown or work stoppage, any or all teachers violating this clause will at the discretion of the School Committee be subject to disciplinary action, including discharge or suspension, and the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

ARTICLE V
TEACHER EVALUATION

A. Supervision of teachers will be conducted openly and with full knowledge of the teacher. Teachers will, upon request, be given a copy of any evaluation report prepared by an administrator and will have the right to discuss his/her report. The administrator must confer with any teacher whose service is rated as unsatisfactory in any respect, explain the ratings, and plan cooperatively for improvement. Any written observation or evaluation report shall be made available to the teacher and placed in the personnel file no later than fifteen (15) school days following such observation or evaluation. Any written response that the teacher wished to attach to any observation or evaluation report shall be placed in the teacher's personnel file no later than fifteen (15) school days after the evaluation has been made available in writing to the teacher.

   Teachers will have the right, upon request, to review the contents of their evaluation file. The teacher will be entitled to have a member of the Ashland Educators Association as an observer during the review.

B. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her evaluation file unless the teacher has had an opportunity to review the materials. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his signature to the copy, to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, within fifteen (15) days to such material, and his/her answer shall be reviewed by the Superintendent of Schools and attached to the file copy.

C. Any complaints, seriously considered by the Committee or any administrator, regarding a teacher, made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher.

D. If a teacher is to be corrected or given constructive criticism deemed necessary, as a result of an evaluation report, he/she will be entitled to have a representative of the Association present whenever this action is necessary above the level of the principal.

E. No teacher is to be disciplined or reprimanded during, after, or as a result of an evaluation unless it is done in private.

F. No teacher will be disciplined, dismissed, reduced in rank or compensation or deprived of any professional advantage except for inefficiency, incapacity, conduct unbecoming a teacher, insubordination or other good cause. The provisions of this Section shall not apply to non-renewal or non-reappointment of a teacher without professional status. Any letters given to employees for the purpose of reprimand or discipline will be provided to the president of the AEA at the same time via email.

G. Steps will be approved by the School Committee for satisfactory performance, as a teacher, based upon recommendation by their immediate supervisors, assistant principal and principal.

ARTICLE VI
TEACHER WORKLOAD AND TEACHER HOURS

A. Teachers will be in their respective buildings and/or classrooms for 6 hours and 35 minutes per full day of school, consisting of 6 hours and 25 minutes when students are in the classrooms and ten (10) minutes prior to the start of the school day. Teachers may leave after student dismissal time when all professional obligations have been met. Notwithstanding the above, teachers at the secondary level are expected to be available to students at least one (1) day a week in order to provide extra help. On designated extra help days, teachers may leave twenty-five (25) minutes following student dismissal if no students arrive for extra help. The day designated for extra help shall be determined by the educator, subject to the approval of the principal, which shall not be unreasonably withheld, and, once established, communicated to students and their parents or guardians. Starting and dismissal times are subject to modification by the Committee, provided, however, that no such modification will increase the length of the teachers' school day. Notwithstanding the above, as elementary teachers are not required to have "office hours", teachers from Pittaway, Warren and Mindess may be responsible for dismissal duty, which will rotate fairly and equitably. Building principals will provide a schedule outlining the rotation at the beginning of each month

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1. School Day times will be posted annually on the Ashland Public Schools website. No start time shall be earlier than 7:30 a.m. or later than 9:00 a.m.

2. All teachers are required to adhere to Section A, above, unless otherwise excused by the respective building principal.

3. An exception to Section A and A-1 above, will occur in the Mindess School for those teachers who are assigned, by the building principal on an equitable rotating basis, to morning duty commencing ten (10) minutes before the school start time.

B. The school year calendar will be posted on the Ashland Public Schools website annually after approval by the School Committee.

C. Teacher participation in extracurricular activities which extend beyond the school day will be strictly voluntary.

D. All teachers shall be provided with a duty-fee lunch period as follows:

1. High School and Middle School
   30 minutes including passing time.

2. Elementary Schools
   30 minutes including passing time.

E. Teachers may be required to collect and transmit money, however, they will not be required to account for or tabulate such monies. Teachers are encouraged to obtain a receipt from the main office for any and all monies they collect and transmit**.**

F. Teachers will not be required to drive pupils to activities which take place away from the school building.

G. The school year will be in accordance with the Massachusetts Department of Education; however, the superintendent shall have the option of starting the school year the Monday before Labor Day. The Friday before Labor Day shall be a non-school day. The exceptions being, per notification of the Superintendent of Schools as to the following:

1. No more than two (2) days orientation for teachers new to the Ashland School System.

2. One (1) day previous to opening day for teachers experienced in the Ashland School System and up to two (2) Professional Development Days as posted annually on the school calendar.

3. Guidance personnel shall be required to work an additional week before and a week following the normal school year. Time worked would be at a prorated salary.

H. Academic subject teachers in the Middle and High Schools will not be assigned, except in emergencies, more than seven (7) periods consisting of one (1) duty period, one (1) planning period and not more than five (5) teaching periods. However, it is agreed that if a teacher is assigned fewer than five (5) teaching periods on any given day, or if an emergency condition exists, a teacher may be assigned more than one duty.

Full time High School teachers will receive a minimum of sixty-three (63) consecutive minutes of preparation time per day. Full time Middle School, Mindess, Warren, and Pittaway school teachers will be given a minimum of forty-five (45) consecutive minutes of preparation time per day. Part time teachers at each level will receive pro-rated preparation time.

The Association and the School Committee agree that the Superintendent will attempt to minimize the scheduling of part-time teachers to duties that are not contiguous to teaching periods. Each part-time employee's full-time equivalent (FTE) shall be calculated to include all District professional development and all professional development in the building(s) to which such employee is assigned. Each part-time employee shall attend such professional development except when excused in advance by the Superintendent or her/his designee.

Early dismissal constitutes that day's preparation period at all schools. However, the administration agrees and will make every effort to implement an amended, shortened student class schedule at the high school and middle school.

Teacher duties will be assigned on an equitable basis.

The School Committee and the AEA agree that a teacher's primary duty is to teach; however, teachers may be assigned on an equitable basis to certain duties that meet the needs of the students while maintaining a safe, orderly, and supportive school climate.

I. Teachers may be required to attend one (1) evening meeting each school year. Attendance at all other meetings will be at the option of the individual teacher.

J. Participation by teachers in other related educational activities are encouraged in the promotion of good public education in Ashland by the Ashland Educators Association and the School Committee. Participation by any teacher in such activity will be voluntary and at the option of each teacher in the exercise of his professional judgment. An example of such activities is as follows:

1. Chaperone at various school functions social and educational;

2. P.T.O. and P.T.A. meetings;

3. Activities associated with the improvement of parent / community / school relationships.

K Participation by any teacher in the following activities is expected:

1. Student, parent conference or student help sessions;

2. Parent / teacher conferences;

3. School open-house activities.

L. **Staff and curriculum meetings**

Staff and curriculum meetings must be approved by the Superintendent of Schools. Teachers shall be given three (3) days notice (and provided with an agenda at that time) for these meetings.

Every effort will be made to disseminate information by general memo, email, or intercom announcements.

Each professional employee shall be available for twenty (20), one-hour meetings per year with no more than 3 per month, starting at five (5) minutes after the end of the instructional day. At least one such meeting per month shall start with a staff meeting of approximately thirty (30) minutes in length. At a minimum, staff meetings shall include opportunities to focus on staff questions, input and discussions for approximately twenty (20) minutes. The rest of that meeting, and all other meetings, shall be for the purposes of in-service, curriculum, or other professional activities. Part time teachers will attend a pro-rated number of faculty and curriculum meetings according to their FTE. The principal will determine which and give a written schedule of meetings the employee is expected to attend at Teacher PD days prior to the students' instructional year.

On occasion, the building principal may move the staff question period to the end of the meeting after consultation with the professional standards representative and notice to staff.

Notwithstanding the above, upon the implementation of new student start and dismissal times, staff may, by majority vote (of those participating) decide to hold the designated staff meetings before the start of the school day. Staff will vote in May of the preceding year, with the building principal and AEA representative verifying ballot totals immediately after the vote. All meeting schedules for the following year will be shared with staff no later than June 1.

All other meetings not considered staff meetings, will be set by the building administration no later than June 1 of the preceding school year. However, departments, teams, and grade levels may request to move to an alternative meeting time with a two (2) day notice to the building principal. It is expected that an agenda will be provided to the building principal before the meeting, along with any products of work after said meeting.

Generally, all meetings must be conducted or be chaired by the appropriate member of the Administrative staff responsible for the meeting. Reasonable exceptions such as in the case of guest speakers, a curriculum development where chairing is unnecessary are recognized. Abuse of the intent of staff or curriculum meetings may be presented as a grievance at Level Two (2) of the grievance procedure.

Teachers shall be excused from staff and/or curriculum meetings when they have valid previously scheduled commitments of an important nature or in the case of an emergency. Adequate prior notification of such commitments shall be made to the Administrator calling the meeting.

M. **Calendar/Early Release Days**

School will be closed early (Early Release Day Schedule) according to the schedule below in order to allow for teacher professional development, grade level and department meetings, and parent-teacher conferences.

Pittaway, Warren, Mindess, Middle and High School
Two (2) days in the fall semester and two (2) days in the spring semester – two of these days shall be for professional development and two of these days shall be for curriculum development. Topics for Curriculum Development shall be at the discretion of the building principal and the teachers.

Pittaway, Warren and Mindess Schools
Three (3) days in the fall semester and three (3) days in the spring semester for parent-teacher conferences; students shall be released before lunch on all six (6) early release days. These days shall be scheduled over a one week period in the fall and a one week period in the spring.

On Early Release Days, teachers shall make themselves available for professional development, grade level and department meetings, and parent/teacher conferences thirty (30) minutes after the students have been dismissed.

For professional development only, the staff at a school may waive this thirty (30) minute break, start professional development immediately after the students have been dismissed, and, end professional development thirty (30) minutes prior to the regular professional development end time.

In order to meet the requirements of the Department of Education for "Time on Learning," Administration has the right to adjust early release schedules.

First period teachers at the High School shall be required to take daily attendance and submit this information to the High School office.

The Administration agrees to alert parents to the fact that parent-teacher conferences under the above schedule need to be conducted for fifteen to twenty (15-20) minutes per parent per semester.

Nothing in this section should be construed to mean that Early Release Days are the only times that parents and teachers may conference.

N. **Job Sharing**

The Committee and the Association agree that job sharing can be a beneficial arrangement for children, teachers, and administrators and upon request by a teacher or on its own, the Administration, may pursue the employment of more than one person to fill a single position. No full-time teacher will be required to participate in job sharing. Benefits for persons participating in job sharing shall be pro-rated based on one full time equivalent. The Administration reserves the right and has full discretion to

approve or deny each request for job sharing in order to ensure that the quality of the educational program for students is not compromised. (See Appendix A)

O. **Flexible Time for High School Teachers**

Upon implementation of block scheduling at the high school, unless an emergency situation exists, the administration will allow high school teachers flexible scheduling as follows:

1. If the teacher's preparation period is the first period of the day, he/she shall be allowed to conduct such preparation period off-site and shall report to the high school at least ten (10) minutes prior to the start of the second period.

2. If a teacher's preparation period is the last period of the day on Fridays only, he/she shall be allowed to leave the high school early and conduct such preparation period off-site.

P. When a teacher teaches courses in more than one department, he/she shall be assigned to that department for meetings and supervision where he/she teaches the majority of his/her classes. In cases where the teacher's work load is equally split in more than one department, the Principal shall assign the teacher to one department for meetings and supervision.

Q. Principals, in consultation with the building special education coordinator and/or the Director of Student Services, shall provide an ESP job description to all teachers assigned an ESP during teacher in-service days prior to the start of the school year or when an ESP begins after the start of a school year. In addition, principals and the respective building special education coordinator shall provide support and guidance to those teachers. Those teachers assigned an ESP shall not be responsible for the evaluation of that/those ESP(s). Teachers in consultation with the building special education coordinator and/or the Director of Student Services, will be able to give direction to ESPs in their class on how to best serve the needs of the students in that classroom.

R. Before the start of the student school year, teachers will receive training and have the opportunity to receive guidance on how to access IEP and 504 information. All instructional staff are required to be familiar with the district's online special education software management program (currently Frontline). They are required to access student accommodations detailed in student IEP or 504 plans. Before day one of student attendance, Student Services will identify and communicate directly to staff via school email, which sections of the plans must be read by each staff member to be in compliance.

S. Special education liaisons/dual certified teachers, speech and language teachers, school psychologists, school adjustment counselors, OT and PT will be given time the equivalent of one (1) school day per semester for the purpose of writing reports. Scheduling of such days will be by mutual agreement between the employee and the building principal. All work on these days will be completed on campus.

ARTICLE VII

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ARTICLE VIII
TEACHER ASSIGNMENT AND TRANSFER

A. Notification in writing will be provided to teachers and the Ashland Educators Association, on or before June 1, prior to the start of the next school year where there is a change in the teacher's assignment for the coming year, including the school to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they did not have at the close of the school year. Individual teacher programs will be provided on or before June 1. Any such change will be by mutual agreement except when the educational requirements of the System or pupils make teacher transfers or other assignments necessary. In these instances, transfers will be made only after a meeting between the teacher involved and the principal, at which time the teacher will be notified of the reasons for such transfer. Individual desires of the teacher will be respected to the extent possible. It is understood that changes in enrollment of ELL and SPED students over the summer months may require changes in teacher's assignments and those teachers affected by these changes will be notified as soon as possible prior to the opening of school but no later than one week before Teacher Opening Day of School. Written notice of changes in teacher assignments will be given to the Association President.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates unless by mutual agreement. This shall not preclude any individual from teaching outside of their area of competence (teaching certificate) in the case of emergency, as long as such time does not exceed one school year in duration.

C. For teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Subject teachers at the approval of the Superintendent of Schools will be reimbursed at the Town rate-per mile for travel allowance payable in June.

D. Teacher assignments will be made without regard to race, creed, color, religion, nationality, gender, marital status, sexual orientation, gender identity, pregnancy, ancestry, or status as a veteran.

E. A teacher who volunteers to substitute for the principal or assistant principal is relinquished from all official responsibilities relating to that position.

ARTICLE IX
VACANCIES AND PROMOTIONS

A. Whenever any vacancy or new professional position under the scope of this contract is created during the school year and a decision is made to fill the position, it will be adequately publicized by the Superintendent by emailing a copy of the posting to each teacher's school email address as far in advance of the appointment as possible. The Association President will receive a copy of the posting before or at the time of posting. Information pertaining to vacancies or new professional positions during the summer months will be sent by the Superintendent to each teacher's school email address.

The qualifications for the vacancy or new position, its duties, and the rate of compensation, will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur, unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled except on a temporary basis, within seven (7) school days

from the date the notice is posted in the schools or the giving of notification to the Association members.

B. All teachers will be given adequate opportunity to make application for vacancies and new positions and the Superintendent or his/her designee agrees to consider the professional background and attainments of all applicants. In filling such vacancies, consideration will be given to qualified teachers already employed by the school district and each applicant not selected will, upon written request, receive a written explanation from the Superintendent or his/her designee. In the event the district determines it is necessary to repost a vacancy or new position, it will be posted per paragraph A.

C. During the period covering July 1 - October 1, Sections A and B shall be waived by mutual consent of the Superintendent or his/her designee and the Association President or his/her designee. However, the Administration will make every effort to carry out the intent of Section A and B during that time.

D. Whenever a professional position within the bargaining unit is filled by the Superintendent or his/her designee, the Association President or his/her designee shall be so notified and given the name of the person appointed to the position.

E. When the qualifications necessary to fill a position change, it will not be considered a vacancy and the position will not be posted if the person currently filling that position meets the new qualifications. If the person currently filling that position does not meet the new qualifications, the position will be considered vacant and the position will be posted in accordance with Article VIII. Transfer requests for this position will be accepted in accordance with Article VII.

F. Appointments will be made without regard to race, creed, color, religion, nationality, gender, marital status, sexual orientation, gender identity, pregnancy, ancestry, or status as a veteran.

ARTICLE X
SUBSTITUTE TEACHERS

A. Every effort will be made to obtain substitute teachers. In the event a substitute cannot be obtained, regular teachers will be assigned on an equitable rotating basis for not more than two (2) periods a week with the exception of those **w**ho had been teaching seniors prior to June graduation.

B. In the event a substitute cannot be obtained, an emergency such as referred to under Article VI, Section H, shall be deemed to exist.

ARTICLE XI
POSITIONS IN SUMMER SCHOOL AND UNDER FEDERAL PROGRAMS

Positions in the Ashland summer school and positions under Federal Programs will be filled by the most qualified individuals. Ashland teachers will be given first consideration.

ARTICLE XII
USE OF SCHOOL FACILITIES

The members of the Ashland Educators Association may use school buildings and athletic facilities without cost on a non-interference basis for non-fee based functions approved in advance by the Superintendent of Schools and/or his designee. Members of the Association will be responsible for all building fees if the use of the building is used for a fee based program for which the teacher retains a fee. Approved facilities on non-school days may be subject to janitorial fees.

ARTICLE XIII
TEMPORARY LEAVES OF ABSENCE

A. **Bereavement Leave**

1. Up to five (5) work days' leave shall be granted with pay in the event of the death of the teacher's spouse, son, daughter, mother, father, sister, brother, grandson, granddaughter, grandmother, grandfather mother-in-law, father-in-law, stepson, or step daughter.

2. Up to two (2) work days' leave shall be granted with pay in the event of the death of the teacher's, aunt, uncle, niece, or nephew and up to one (1) calendar day for a cousin Up to two (2) consecutive work days' leave shall be granted with pay to the teacher in the event of the death of the following family members of the teacher's spouse: grandmother, grandfather, brother, or sister.

3. The Superintendent has the sole discretion to grant up to and including five (5) additional days of funeral leave with pay to a teacher. The Superintendent has the sole discretion to grant additional unpaid funeral leave days to a teacher. The decision(s) of the Superintendent in the exercise of her/his discretion in this subsection 3 shall not be subject to grievance or arbitration.

B. Up to five (5) days personal leave with pay will be granted, at the discretion of the Superintendent of Schools. Request for Leave will be submitted through the on-line process. However, the building principal may grant personal leave on an immediate basis for reasonable requests. Personal leave may be taken in full day, half day, or hourly increments.

It is understood that absence of the teacher interrupts the education process and must, therefore, be held to a minimum. It is therefore agreed that teachers will make every effort to attend to their personal business on non-working hours and that a request for personal leave will be submitted only after every effort has been made to schedule such business so as not to interfere with the teaching commitment. Teachers will exercise discretion in using such days, and in no event will such days be used for personal recreation or outside occupation.

Up to two (2) single personal leave days with pay may be submitted as pressing family emergencies or obligations which cannot be taken care of during out-of-school hours.

Requests to use days three thru five (3-5) or in the event that two (2) or more consecutive days personal leave are requested, a reason for such request will be provided.

Unused personal leave will rollover and become unused sick days at the end of the school year.

C. The Committee shall allow the Association to have up to and including four (4) days of paid release per work year for Association business such as DLR hearings, arbitrations, MTA meetings, and union conferences. The Association president shall provide the Superintendent with at least two (2) weeks' notice to use an Association day(s), the association business that is scheduled for the day(s), and the identity of the person(s) who will be attending the Association activity. The Association shall reimburse the Committee for the total cost of substitute coverage for each such Association day taken. Every attempt will be made to create a teaching schedule for the president of the Association that does not include duties so that he/she may conduct AEA business that cannot be conducted before or after school hours.

D. Application for leave of absence without pay should be applied for through the Superintendent of Schools. The Superintendent will examine anyone's request for any type of leave of absence.

E. It is not the intent that personal leave days be utilized on successive days immediately preceding or immediately following a holiday or vacation period for the purpose of extending said holiday or vacation period.

F. **Maternity Leave and Parental Leave**

1. Maternity Leave Without Pay

Maternity leave without pay shall be granted to teachers as follows: A teacher who becomes pregnant shall notify the Superintendent in writing as soon as pregnancy has definitely been determined but not less than thirty (30) days, except in case of emergencies, prior to her anticipated date of departure and further notifies the Superintendent of her intention to return to her job.

So long as the pregnant teacher is able to perform her duties, the teacher may continue to teach. The leave of absence shall begin when, in the opinion of the teacher and her doctor, such action becomes advisable. Such teacher may be required to furnish a written statement from her doctor indicating her fitness to continue in her position.

2. Parental Leave without pay

The intent of this section is to grant a parental leave not to exceed two (2) years or ending at the start of the second work year after the birth of the teacher's child, whichever comes first. Before returning, a teacher may be required to submit a doctor's certificate of fitness. The teacher must notify the Superintendent in writing within one hundred twenty (120) calendar days of the birth of the teacher's child of the following:

(i) the teacher's intention to return to work at the start of the next work year following the birth of the teacher's child; or

(ii) the teacher's intention to return to work at the start of the second work year following the birth of the teacher's child; or

(iii) the teacher's intention to resign from employment with the Ashland Public School System and the effective date of such resignation.

If the teacher takes a leave of more than one work year, the teacher must submit a written notice to the Superintendent in January prior to the start of the work year in which the teacher is due to return to work stating that the teacher is definitively returning to work at the start of the work year or stating that the teacher is resigning. Such notice must be received in the Superintendent's office between January 1st and January 31st. Failure to

properly give notice as herein required shall be deemed a resignation. A teacher on such leave desiring to return to the School System at a time other than those set forth above may make written application for reinstatement to the Superintendent who shall have the sole discretion to grant or deny such application

3. Parental Leave – use of sick leave

The intent of this section is to allow an employee paid parental leave for the purpose of bonding with a child after birth or adoption. This leave may be taken for up to, but shall not exceed, the ten (10) consecutive weeks immediately after the birth or adoption, but may begin up to two (2) weeks prior to the anticipated date of birth or placement of an adopted child. This period of paid leave shall be charged to an employee's individual sick leave accrual provided (a) they have available sick days and (b) the day would have been a normal work day. The employee must notify their intent to use accrued sick time and how many days to be used at the time of request for leave.

4. **MPLA and FMLA**

The Association acknowledges that the Association and the Committee are subject to the provisions of the Massachusetts Parental Leave Act (MPLA). The MPLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. It is also acknowledged that unit members may use accrued sick days for the purpose of this leave. Alleged violations of the MPLA are not subject to the parties' grievance and arbitration procedures.

The Federal Family and Medical Leave Act of 1993 ("FMLA") entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. FMLA leave will be granted in accordance with the applicable federal laws and statutes. The employee must request FMLA leave in writing on the FMLA Leave Request Form (as shown in Appendix B) and submit the form to the Superintendent prior to the start of the FMLA leave.

The School Committee agrees to include information in the Employees Handbook on MPLA and FMLA leave laws and will explain how these laws affect maternity/parental leave for Ashland Public School employees.

The Committee and the Association also agree that the Association will receive a copy of the Employee Handbook, prior to release to employees, so that the Association will have a chance to review the handbook only for the purpose of compliance with the bargaining contract. This review will be done in a reasonable time period so as not to hold up the release of the handbook to employees.

5. **Benefits and Assignment Upon Return from Leave Pursuant to Section F**

All benefits to which a teacher was entitled at the time her/his leave commenced, including unused accumulated sick leave will be restored to her/him upon her/his return, and she/he will be placed on the applicable salary schedule at the step which she/he had attained when her/his leave commenced except that a teacher who had taught ninety (90) days or more in the school year in which her/his leave commenced will be placed on the next step of the applicable salary schedule. A teacher returning from such a leave will be assigned to the same position which she/he held at the time said leave commenced or, if that is not practicable, to a substantially equivalent position for which said teacher is qualified.

G For the purposes of the Small Necessities Leave Act (Massachusetts General Laws, Ch. 149, Section 52D), the benefit year shall commence at the start of the teacher work year

ARTICLE XIV
SICK LEAVE

Teachers shall be allowed thirteen (13) days sick leave each year, the unused portion accumulating until two hundred fifteen (215). For purposes of sick leave buy back upon retirement teachers will be allowed to buy back up to a maximum of two hundred (200) days per Article XVII.

Sick Leave may be used in full day, half day, or hourly increments.

When a teacher becomes ill after arriving at work for the day, sick time will be applied as follows:

A. When a teacher invokes the sick leave provision in the CBA less than one hour after the work day starts, a full day's sick leave shall be used;

B. When teacher remains at work at least one hour after the start of the work day, but invokes the sick leave provision in the CBA with three and one half (3 1⁄2) hours or more before the end of his/her workday, a half day's sick leave shall be used;

C. When teacher invokes the sick leave provision in the CBA with less than three and one half 3(1⁄2) hours before the end of his/her workday, no sick leave shall be used

Sick Leave Bank

The School Committee shall authorize a Sick Leave Bank for use by employees covered by this Contract. Sick Leave Bank shall contain the following provisions:

A. Sick Leave Bank Committee shall consist of: one (1) teacher from each school, two (2) representatives from the administrative staff.

   1 The teachers will be selected in accordance with the rules and regulations that govern the AEA.

   2 School Committee will select one (1) central office administrator and one (1) building level administrator.

B. The Sick Leave Bank Committee shall elect a secretary yearly.

C. Application for benefits in the Sick Leave Bank shall be made in writing to the Secretary.

D. Sick leave granted by the Sick Leave Bank Committee may only be used for prolonged illness as determined by the Sick Leave Bank Committee. A medical certificate may be required by the Sick Leave Bank Committee.

E. Sick leave, which may be granted by the Sick Leave Bank Committee, may only be used upon exhaustion of an eligible employee's accumulated personal sick leave.

F. Sick leave, which may be granted by the Sick Leave Bank Committee, shall be granted only upon majority vote. A quorum of four (4) members must be present and voting.

G. Participation in the Sick Leave Bank will be on a voluntary basis.

H. One (1) earned day of an employee's sick leave will be donated by such employees through the Sick Leave Bank. Eligible members may sign up for the Sick Leave Bank during a thirty (30) day period commencing September 15 and ending October 15 in any year. When the Sick Leave Bank days drop

to a minimum number of days as established by the Sick Leave Bank Committee, members may be required to give additional days. Continued membership in the Bank will require that each member give an additional day(s) if so required by the Sick Leave Bank Committee. If no further days are added to the Sick Leave Bank and the total becomes zero, the Bank shall not operate with deficit days. The number of days in the sick bank will be capped at the number of employees in the bargaining unit plus thirty (30) days.

I. Each employee who is eligible to participate in the Sick Leave Bank and each employee who chooses not to participate shall be required to sign a release to the School Department.

J. Members who wish to join the Sick Leave Bank may do so after the completion of their first year of service in the Ashland Schools.

K. Sick leave will only be granted during a school year and may not be carried into the next year. The Sick Leave Bank Committee may grant up to one hundred forty-five (145) days per individual during a school year. The initial and each succeeding grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

L. All records of the Sick Leave Bank Committee will be maintained in the Business Office of the School Department with the only access to these records by the Sick Leave Bank Committee.

M. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement for use and continued use shall be final and binding and not subject to appeal or grievance except for reconsideration to the Sick Leave Bank Committee itself.

N. Report of the use of the sick leave contributed to the Sick Leave Bank shall be made 2 times a year on October 15th and May 15th to the Superintendent of Schools, the School Committee, and the Association by the Sick Leave Bank Committee.

ARTICLE XV
SABBATICAL LEAVE

Upon recommendation by the Superintendent of Schools and the approval of the School Committee, sabbatical leaves will be granted for study, or research, or travel to a member of the teaching staff by the School Committee, subject to the following conditions:

A. No more than three (3) percent of the teaching staff will be absent on sabbatical leave at any one time.

B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than October 31, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

C. The teacher has completed at least six (6) consecutive full school years of service in the Ashland School System.

D. Dependent upon the availability of funding, teachers on sabbatical leave will be paid at 50 (fifty) percent of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.

E. The teacher will agree to return to employment in the Ashland School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave, and if they fail to live up to the signed agreement, they will have to repay the salary.

F. The teacher returning from a one (1) year sabbatical leave will be credited with one (1) additional year of experience and place on the proper salary step level. The teacher will be assigned to the same position which they held at the time the sabbatical leave commenced, if available, or, if not, to an equivalent position.

G. The teacher returning from a one (1) year sabbatical leave will have their accumulated sick leave account, prior to the sabbatical leave, credited with fifty percent (50%)of the allowed sick days for that year.

H. The candidate shall: (1) be on the Master's or higher salary schedule or (2) have indicated by their studies or activities while in the Ashland School System, their interest in promoting their professional competence.

I. Upon request for sabbatical leave, the applicant will file a detailed Sabbatical Leave plan including a statement of objectives and the procedures whereby these objectives are to be achieved.

J. During the course of the sabbatical leave, brief monthly progress reports shall be made to the Superintendent of Schools.

K. The teacher returning from sabbatical leave shall submit a report to the Superintendent of Schools containing transcripts of all college or university work done on leave and all other items of information pertinent to an evaluation of higher progress.

ARTICLE XVI
INSURANCE AND ANNUITY PLAN

A. Teachers will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370 and MGL 71:37b AND 71:43

B. The Town's percentage of contribution, shall remain in full force and effect for the duration of this Agreement, unless changed by mutual agreement between the parties in writing or improved by action of the Town Meeting and/or the School Committee and/or the Board of Selectmen.

C. Effective July 1, 2004, teachers shall be eligible, so long as the program is maintained by the Town of Ashland, to participate in a flexible benefits plan (cafeteria plan) under which teachers may elect to have certain “pre-tax” payroll deductions towards medical, dental, or dependent care expenses. Teachers shall pay the full cost of any participant fees. It is hereby acknowledged that teachers are individually responsible for setting up, using, and maintaining these accounts.

D. Current AEA members will be allowed to join the long-term disability plan currently offered to administrators. Enrollment date will be January 1, 2012 for current members. New hires after January

1, 2012 will have the option of joining in the first thirty (30) days of employment. All costs of the long-term disability plan will be borne by the AEA member

ARTICLE XVII
SALARIES & BENEFITS

A. WAGES

FY25							
Step	**BA**	**BA30**	**MA**	**MA15**	**MA30**	**MA45**	**MA60**
1	*$51,531* *For stipend formula only*						
2	$53,591		$61,169	$64,027	$67,019	$70,491	$75,183
3	$54,129		$63,615	$66,586	$69,700	$73,310	$76,736
4	$56,294		$66,157	$69,251	$72,487	$76,244	$79,806
5	$58,544		$68,806	$72,021	$77,022	$79,296	$82,999
6	$60,886		$71,557	$73,505	$78,403	$82,465	$86,321
7	$63,322		$74,421	$77,899	$81,540	$85,633	$89,773
8	$65,856		$77,395	$81,014	$84,802	$89,194	$93,364
9	$68,561		$80,493	$84,255	$86,798	$92,763	$97,098
10	$71,226		$84,670	$87,196	$92,164	$99,166	$101,951
11	$77,273	$81,916	$93,643	$94,145	$97,223	$100,276	$103,063
12				$99,775	$102,976	$106,152	$109,051
13							
	Longevity Steps						
14	$78,148	$82,791	$94,519	$100,651	$103,852	$107,027	$109,927
15							
16							
17							
18							
19	$79,281	$83,924	$95,652	$101,784	$104,985	$108,160	$111,060
20							
21							
22							
23							
24	$80,672	$85,315	$97,042	$103,174	$106,375	$109,551	$112,450
25							
26							
27							
28							
29	$82,217	$86,860	$98,587	$104,719	$107,920	$111,096	$113,995

FY26							
Step	**BA**	**BA30**	**MA**	**MA15**	**MA30**	**MA45**	**MA60**
1	$53,077 *For stipend formula only*						
2	$55,199		$63,004	$65,948	$69,030	$72,606	$77,438
3	$55,752		$65,523	$68,584	$71,791	$75,510	$79,038
4	$57,982		$68,142	$71,329	$74,662	$78,531	$82,201
5	$60,300		$70,870	$74,181	$79,333	$81,674	$85,489
6	$62,713		$73,704	$75,710	$80,755	$84,939	$88,911
7	$65,222		$76,653	$80,236	$83,986	$88,202	$92,466
8	$67,832		$79,717	$83,444	$87,346	$91,870	$96,165
9	$70,618		$82,908	$86,783	$89,402	$95,546	$100,011
10	$73,362		$87,210	$89,812	$94,929	$102,141	$105,010
11	$79,591	$84,373	$96,453	$96,969	$100,139	$103,284	$106,155
12				$102,768	$106,066	$109,336	$112,323
13							
Longevity Steps							
14	$80,493	$85,275	$97,355	$103,670	$106,967	$110,238	$113,225
15							
16							
17							
18							
19	$81,660	$86,442	$98,522	$104,837	$108,134	$111,405	$114,392
20							
21							
22							
23							
24	$83,092	$87,874	$99,954	$106,269	$109,567	$112,837	$115,824
25							
26							
27							
28							
29	$84,683	$89,466	$101,545	$107,861	$111,158	$114,429	$117,415

FY27							
Step	**BA**	**BA30**	**MA**	**MA15**	**MA30**	**MA45**	**MA60**
1	$54,669 *For stipend formula only*						
2	$56,855		$64,894	$67,926	$71,100	$74,784	$79,761
3	$57,425		$67,489	$70,642	$73,945	$77,775	$81,409
4	$59,722		$70,186	$73,468	$76,902	$80,887	$84,667
5	$62,110		$72,996	$76,407	$81,713	$84,125	$88,054
6	$64,594		$75,915	$77,981	$83,177	$87,487	$91,578
7	$67,179		$78,953	$82,643	$86,506	$90,848	$95,240
8	$69,867		$82,109	$85,947	$89,966	$94,626	$99,050
9	$72,736		$85,396	$89,386	$92,084	$98,412	$103,011
10	$75,563		$89,827	$92,506	$97,777	$105,206	$108,160
11	$81,979	$86,905	$99,346	$99,879	$103,144	$106,382	$109,339
12				$105,851	$109,248	$112,616	$115,692
13							
Longevity Steps							
14	$82,907	$87,833	$100,275	$106,780	$110,176	$113,545	$116,621
15							
16							
17							
18							
19	$84,109	$89,035	$101,477	$107,982	$111,378	$114,747	$117,823
20							
21							
22							
23							
24	$85,585	$90,511	$102,952	$109,457	$112,854	$116,222	$119,298
25							
26							
27							
28							
29	$87,224	$92,150	$104,591	$111,096	$114,493	$117,862	$120,938

Teachers cannot move to the Masters column without holding a valid Masters degree from an accredited college or university

Effective August 15, 2014, the BA30 lane shall be closed to all employees who were not in the BA30 lane during the 2013-2014 work year. When no employees remain in the BA30 lane, the BA30 lane shall be eliminated.

Effective July 1, 2024, Step 1 will no longer be active, but the numbering of the steps shall remain the same. All new members hired after July 1, 2024 who would otherwise be initially placed on Step 1, will be placed on Step 2 for their first year, remain on Step 2 for their second year, proceed to Step 3 in their 3rd year, and then continue to advance throughout the proceeding steps per the contract

B. **Longevity**

Members who transfer to Unit A from another position in the district shall carry with them all years of service to the district and these shall be applied in the calculation of their progress towards longevity steps.

Employees shall advance to longevity step 14 after being regularly employed in the district for 13 years. Employees who are placed on a higher step when hired will pause upon reaching step 13 until completion of 13 years of service in Ashland before advancing to Longevity step 14.

Employees shall advance to longevity step 19 after they have advanced through steps 14-18. Employees shall advance to longevity step 24 after they have advanced through steps 19 - 23. Employees shall advance to longevity step 29 after they have advanced through steps 24 - 28.

C. **Course Reimbursements**

Teachers will be reimbursed for the cost of course(s) not to exceed the cost of tuition and fees of a four (4) credit course at Framingham State University upon successful completion, ("B" or better grade), of a pre-approved credit course from an accredited college. This may also be applied to multiple 1 credit courses.

Teachers may also request reimbursement for one or more workshops per year, the total of all reimbursements may not exceed the above stated limit.

In order for online courses to be approved for salary scale adjustment, the following general criteria must be met and approved by the superintendent before taking the course:

1. Have a specific start and end date established by the course provider
2. Require fifteen (15) hours of work per credit
3. Have assignments that are posted and graded

The district will review the program of the school when making its approval decisions.

The Committee shall set aside the sum of $50,000.00 per fiscal year to be used to reimburse teachers for tuition and fees for college courses and workshops.

The Committee shall divide and set aside the funds listed above in three equal amounts ($12,666.66 each). Teachers may apply to the Superintendent for course reimbursement on the following dates: December 31 for courses completed between September –November; June 30 for courses completed between December – May; and September 30 for courses completed between June – August. If the dollar amount of applications for each deadline date exceeds available funds, reimbursement shall be made on a pro-rated basis until funds are exhausted. Reimbursements will be made in a timely manner provided proper documentation (available from the Business Office) has been submitted.

Under this section of the contract, teachers in any Bachelor's column of the contract (BA, BA+15, BA+30) may apply for and receive reimbursement for up to two (2) courses per contract year. All teachers already in any Master's column of the contract (MA, MA+15, MA+30, MA+45, MA+60) may apply for and receive only one such reimbursement per contract year.

D. This section left blank intentionally

E. Experienced teachers with six (6) or more years of experience who have been out of teaching for five (5) consecutive years will be given credit for no more than five (5) years experience at the time of his or her employment unless the School Committee at its discretion awards added years based on experience in a related field.

The Superintendent is allowed to place a teacher on a step determined to be in the best interest of the schools.

Declarations of professional growth for the purpose of a requested salary increase must be made by November 1 of the preceding year. Supporting documentation for professional growth (change in column for degree) must be received by the Superintendent of Schools no later than September 30th of the school year in which the salary increment (column change) is to take place. Graduate degrees or credits must be related to the teaching assignment and/or certification(s) of the teacher. Column changes can only take effect at the beginning of the school year and will not take effect mid-year.

F. Steps will be approved by the School Committee for satisfactory performance of a teacher based upon recommendations by their immediate supervisors, assistant principal and principal.

Steps will be withheld by the School Committee if the performance of a teacher is not satisfactory.

G. This section left intentionally blank.

H. Severance pay upon retirement shall be paid to all professional staff members at the rate of fifty (50) dollars per day for each unused sick day up to the following limits with written notification to the Superintendent no later than February 1 of the school year prior to their retirement in accordance with the following provisions:

1. Thirteen (13) sick leave days each school year. Unused sick leave days shall be accumulated with a maximum limit of two hundred fifteen (215) days.

2. With a minimum of fifteen (15) years of service and upon retirement from Ashland Public Schools teachers will be allowed to buy back up to one hundred (100) unused sick days; with a minimum of twenty (20) years of service and upon retirement from the Ashland Public Schools teachers will be allowed to buy back up to two hundred (200) unused sick days.

3. If a professional staff member, after submitting notification of retirement, as provided herein, should die prior to January 1, the severance pay due him/her shall be paid to his/her beneficiary as soon as legally possible in the next budget year no later than July 15 of the next budget year.

4. If a professional staff member, after submitting notification of retirement, as provided herein, should die after January 1, the remaining severance pay due him/her shall be paid to his/her beneficiary as part of the salary due him/her.

5. If a professional staff member retires because of an emergency and has not submitted proper notification but meets all other requirements, he/she shall receive severance pay as a lump sum within twelve (12) months of first notification.

6. Should the employee fail to notify the superintendent in accordance with the above provisions, no payment shall be made.

7. Severance pay will not be available to any bargaining unit member hired on or after July 1, 2021.

I. All members of the bargaining unit will be paid in twenty-six (26) installments.

J. **Dually Certified (Reg / Sped) Teacher Stipend**

Dually certified teachers (with valid special education and regular education certificates) have an increased administrative responsibility in their classrooms due to their role as service provider for the special education students in their class. This responsibility is due primarily to the effort required in the generation of special education annual student reports. Teachers who act as both the primary educator and the special education service provider shall be eligible for an annual stipend in addition to their base salary. In order to be eligible for such stipend, dually certified teachers must be the service provider for at least one (1) student on the October 1 student census date.

In order to respond to enrollment changes after October 1, the district shall take a census of special education students in dual certified classrooms on the first school day of each month and if a dual-certified classroom had at least one (1) student with special needs for more than one half of the prior month, the dual-certified teacher shall receive a stipend retroactively for the monthly period that they had said students in their classroom. Conversely, if enrollment in the dual certified classroom should drop below one (1)) student with special needs for more than one half of the prior month, the teacher shall not receive a stipend for that time period. Eligibility for the prorated stipend for the month of June shall be determined by the enrollment on June 1. The annual stipend, payable in January and June, shall be listed in Article XIX.

Dually certified teachers shall have a duty-free assignment to work on duties related to their dually certified teaching assignment.

K. **National Board Certification**

The School Committee will reimburse the expenses of a teacher who attains National Board Certification up to a maximum of $2,000. Proof of expenses incurred and proof that the teacher holds valid National Board Certification shall be submitted to the Superintendent of Schools. Teachers who are employed in the District on October 1, 2007 who have already attained National Board Certification shall be eligible for this incentive.

L. **Hourly Rate**

Teachers shall be paid at a rate of forty-two dollars ($42) per hour for work assigned beyond the normal work day, including but not limited to: detention coverage, after school activities, supporting special need students for extracurricular activities, and summer professional development attendance. Specialized services/instruction assigned beyond the normal work day and outside of the school building (home or hospital) will be paid at the hourly rate of the provider. The provider will also be paid for an additional fifteen (15) minutes per session of service. The parties agree that the Superintendent/designee may limit the number of hours for such assigned work prior to the employee commencing the assigned work.

M. Graduate credits in RETELL shall be eligible for lane advancement. RETELL courses are not eligible for course reimbursement pursuant to Article XVII.

ARTICLE XVIII
PAYROLL DEDUCTIONS

The Ashland School Department shall for the duration of this Agreement deduct regular periodic dues for M.T.A., A.E.A., and N.E.A. each month beginning with the third pay check of each employee who individually and voluntarily certifies in writing authorization of such deductions.

Application for dues payroll deductions will be submitted by September 30 of the school year in which they are to apply. These deductions shall be made in ten (10) equal installments running concurrently from the first paycheck in October.

ARTICLE XIX
REDUCTION IN FORCE (RIF)

In the event it becomes necessary for the Superintendent to reduce the number of Professional Employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, changes in curriculum or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction. The Superintendent shall have the sole discretion to determine which position or positions or which type or types of position are to be eliminated.

Section 1 – Procedure

A. Should the Superintendent decide to reduce the number of professional employees, insofar as possible, he/she will attempt to reduce the number of professional staff in the first instance through the attrition of members who retire or resign, provided, that there are qualified professional employees available who are capable of filling such positions.

B. Employees who have not been hired for regular, full or part-time positions in the School District, or who are on temporary status (e.g., teachers filling in for leaves of absence or long-term substitutes) will be laid off first, provided there is a professional employee available who is certified for the position in question.

C. In the event that there is a need for further reduction in staff members (i.e., a reduction cannot be accomplished through attrition or the laying off of teachers who have not been hired for regular, full-time positions or who are on temporary status), no teacher with professional teacher status shall be laid off pursuant to a reduction in force if there is a teacher without such status for whose position the covered employee is currently certified.

D. If the superintendent determines that there is a further need for reductions in staff after following the procedures set forth in Sections A-C above, professional employees with professional teacher status shall be laid off using the following procedure: professional employees with professional teacher status, shall be laid off within their discipline area(s) based on their job performance and the best interest of the students. A teacher's job performance shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. Ties in the determination of performance shall be broken by seniority. When the Superintendent determines that the best interest of students supersedes the job performance and seniority of PTS teachers, the Superintendent shall inform the Association President of her/his decision and explain such decision. The Superintendent shall then meet with the PTS teacher

to be laid off to explain the decision with the Association president. A teacher's placement on the salary schedule shall not be a factor in the consideration of the best interests of students.

E. A professional employee who is laid off as a result of Section D above may be entitled to displace a teacher in another discipline using the same criteria in Section A through D above, and provided that the professional status member initially targeted for layoff is already certified in that discipline and has taught in that discipline within the five (5) previous consecutive school years immediately prior to taking the position.

F. Members who are to be laid off through a reduction in force shall be notified in writing by June 1 of the school year preceding the school year in which the reduction will take effect.

Section 2 – Disciplines, Qualifications & Seniority

A. For purposes of this Article, the word "disciplines" shall be interpreted consistent with state regulations containing the different academic disciplines in which a professional employee may be certified.

B. "Qualified" means that a professional employee has on file with the Superintendent evidence that he/she is certified in a particular discipline prior to the School District notifying him/her of his/her layoff. It is the responsibility of the teacher to provide the Superintendent with copies of all current certifications. The parties further agree that members may only teach in their content certified area in Grades 7-12, however, school staff certified in grades 1-6 may teach grade 6 without content specific certification

C. For purposes of this contract, seniority shall be defined as a professional employee's length of continuous employment in the Ashland School System measured in years, months and days from the date of the professional employee's first day of employment in the bargaining unit. Administrators who return to the bargaining unit at any point in time after serving as administrators in Ashland shall retain any previous seniority that they accrued when they were originally in the bargaining unit, however, they shall not accrue any additional seniority during the time that they serve as administrators.

D. Those members who started working on the same day and year will be considered to have identical seniority. The Superintendent will determine which of these teachers will be laid off if a reduction in force is necessary. In cases involving members who have identical seniority, the needs of the system, qualifications, and highest educational attainment may be considered in determining who shall be released.

E. In computing seniority, time spent on any authorized leave of absence shall not constitute a break in service. Seniority will not accumulate during any unpaid leave of absence except for statutory maternity leaves of absence for up to eight (8) weeks. Members on a leave of absence shall be eligible to be laid off as though they are currently serving on active duty.

F. An updated list specifying the seniority of each member of the bargaining unit, in the disciplines set forth in Section 2, will be prepared by the Superintendent and forwarded to the Association by February 1 of each school year.

Section 3 – Recall

A. Professional employees who have been laid off shall be entitled to recall rights for fifteen (15) months (hereinafter "the recall period") from the effective date of the layoff.

B. During the recall period, professional employees on recall shall be given preference to any vacancies or new positions for which they are certified in the inverse order of their lay-off.

C. Professional employees on recall shall be notified via certified mail of any vacancies or new positions for which they are qualified. Notices will be sent to the professional employee's last known address on file with the School Department. Professional employees shall be responsible for keeping the Superintendent informed of any changes in their mailing address.

D. The failure by any professional employee to apply in writing to the Superintendent for an open, full-time, permanent position within his/her area of certification within seven (7) calendar days after receipt of notice of vacancies or new positions shall constitute a waiver of all recall rights and eligibility under this section.

E. All benefits, including salary and professional teacher status, to which a professional employee was entitled at the time of his/her layoff shall be restored in full upon the professional employee's re-employment with the School Department within the recall period.

F. During the recall period, members who have been laid off shall be given preference on the substitute list if they so desire.

Section 4 – Laid Off Members

A. During the period of time that any professional employees are within their recall period, the Superintendent agrees not to hire any new teacher unless no professional employee on recall is currently certified to fill the position.

B. To the extent allowed for by law and Town of Ashland policies, laid off professional employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by paying the one hundred percent (100%) of the premium for such insurance to the Town Treasurer. In the event any such professional employee fails to make payment of said premium or refuses any offer of recall during said fifteen (15) month period, his/her option to continue such insurance(s) coverage under the terms set forth in this Section shall terminate, however, this shall not limit any rights that the professional employee may have under COBRA to health insurance.

ARTICLE XX

CO-CURRICULAR AND ACADEMIC STIPENDS

The following pages list the stipend positions that are available in this contract period. Please note that not every position listed is funded in the budget.

All stipend positions shall be posted and filled on an annual basis. New stipend positions may be added during the course of this contract by mutual agreement of the parties.

All stipends that are less than $1000 shall be paid in June. All stipends over $1,000 shall be paid in two increments annually, one in December and one in June with the exception of athletic coaching stipends over $1,000 which shall be paid in two increments, one at the approximate mid-point of the season, and one within 3 weeks of the end of the season, in accordance with the grid below.

	First payment no later than the date below	*Second payment no later than the date below*
Football	Second paycheck in September	First paycheck in December
Fall (excluding football)	Second paycheck in September	First paycheck in November
Winter	First paycheck in January	Second paycheck in February
Spring	Second paycheck in April	First paycheck in June

Stipends that are currently calculated and paid in 26 installments shall continue to be paid in that way.

In addition, the Committee will clarify through annual postings for stipend positions the number of positions and the subsequent salaries that are available for each job title recognized in Article XX.

A. Ratio Formula

The formula to calculate non-athletic stipends is: (BA step 1) x .03 x ratio

A 1.0 ratio formula is defined for non-athletic, co-curricular and academic stipends as meeting one (1) time per week lasting at least an hour. It shall run for the entire school year beginning in mid-September lasting at least until HS graduation. All other ratios will be calculated based on the 1.0 ratio factor.

District Stipends				
Position	**Ratio**	**FY 25**	**FY 26**	**FY 27**
Professional Development Coordinator	3.44	$5318		
ELL Coordinator	5.97	$9230		
Intramural Sports Coordinator	1.5	$2319		
Intramural Sports (per session)	.024	$37		
Mentor Coordinator		$2101		
Mentor – New Teachers*	0.99	$1530		
Safety Care Coordinator	1.5	$2319		
Mentor – experienced teachers*	.5	$803		
Crisis Prevention Institute (CPI) Trainor	1.5	$2319		
Teacher Curriculum Leaders		$5358	$5,519	$5,684
Instructional Grant Coordinator		$30.60/hour	$31.52hour	$32.46/hour
Dual Certified Teacher				
1-2 students		$1,632	$1,680	$1,730
3-4 students		$3,264	$3,362	$3,463
5-6 students		$4,896	$5,043	$5,194
7-8 students		$6,528	$6,724	$6,925
9-10 students		$8,160	$8,405	$8,657
11-12 Students		$9792	$10,086	$10,388
PBIS District Coordinator		$1051	$1,082	$1,115
PBIS Team Facilitator		$447	$460	$474
PBIS Team Members		$132	$136	$140
Decisions at Every Turn	1	$1546		
CREATE team member		$683	$703	$724

* The Experienced Teacher Mentor stipend shall apply to (mentee) teachers who have at least three (3) years of service in another district at the time of their hire or are in a new building or grade level within the District or teaching under a new license.

HIGH SCHOOL STIPENDS						
Position	**Ratio**	**FY 25**		**Position**	**Ratio**	**FY 25**
Academic Decathlon Advisor	1.5	$2319		Maker Space – 35 week	1	$1546
Adventure Club Advisor	1	$1546		Makerspace – 5week	0.15	$232
Amnesty International Advisor	0.75	$1159		Math League Advisor	1	$1546
Anatomy and Biology Advisor	1	$1546		Mock Trial Advisor	1	$1546
Art Club	1	$1546		Model United Nations	1.5	$2319
Artvarques Club Advisor	0.75	$1159		National Honor Society Adv.	1.5	$2319
Best Buddies	1.29	$1994		Newspaper Advisor	2.58	$3989
Chess Club Advisor	0.75	$1159		Pathways Driving	1.29	$1994
Choir Chime	0.5	$803		Peer Education Advisor	0.75	$1159
Community Service Coord.	1	$1546		Pep Band, Fall	0.5	$803
Computer Club Advisor	0.75	$1159		Pep Band, Winter	0.5	$803
Department Liaison	3.4	$5256		Photography Club Advisor	0.75	$1159
Dept. Head (5 or more faculty)	3.87	$5983		Public Speaking Club	1	$1546
Dept. Head (up to 4 faculty)	3.01	$4653		Renaissance Society Club	0.75	$1159
Environmental Club	1	$1546		Robotics & Engineering Club	1.29	$1994
Equity Club	1	$1546		SADD Advisor	0.75	$1159
Financial Dir./Student Activities	3.53	$5457		Select Chorus Advisor	2.58	$3989
Fitness / Conditioning (Fall)	1.29	$1994		Senior Class Advisor	2	$3092
Fitness / Conditioning (Spring)	1.29	$1994		Senior Leader Advisor	0.59	$912
Fitness / Conditioning (Winter)	1.29	$1994		Senior Projects Coordinator	2.58	$3989
Freshmen Class Advisor	1.29	$1994		Sophomore Class Advisor	1.29	$1994
Games Club	0.75	$1159		Spanish Club	1	$1546
GSA Advisor	1	$1546		Student Council Advisor	2	$3092
Bookaholics Club	1	$1546		Student Counsel Asst. Advisor	1	$1546
HS Girls Who Code Advisor	0.75	$1159		Theatrical Society		
International Club Advisor	1	$1546		Advisor	1.72	$2659
International Guidance				Technical director	0.65	$1005
1-2 students		$525		Technical director - artistic	0.65	$1005
3-4 students		1051		Director - Fall play	3.44	$5318
5-6 students		1576		Director – Spring Musical	3.44	$5318
7+ students		$2101		Music Director – Spring Musical	1.29	$1994
Japanese Club	0.75	$1159		Ultimate Frisbee Advisor	1	$1546
Jazz Band	1	$1546		Video Club Advisor	0.75	$1159
Junior Class Advisor	1.5	$2319		Wind Ensemble	1	$1546
Junior State of America Advisor	1.29	$1994		Yearbook Advisor- Editorial	3.53	$5457
Leo Club	0.75	$1159		Yearbook Advisor- Financial	3.53	$5457

Literary Magazine	0.75	$1159		Make-A-Wish	1.29	$1994
Unified Track club (each)	1	$1546		Unified Basketball	1	$1546
Relay For Life	.5	$803		Reality Fair Advisor	.3	$464
LaunchX Club Advisor	1	$1546		HS Democrats of America	.75	$1159
ESports Club Advisor	1	$1546		Equity Club	1	$1546
Cultural Student Union Club	1	$1546		Culinary Club	.5	$803
Ashland Against Violence Club	.5	$803		Agape Club	.5	$803

MIDDLE SCHOOL STIPENDS						
Position	**Ratio**	**FY 25**		**Position**	**Ratio**	**FY 25**
6th Grade Advisor	0.75	$1159		Math Counts Advisor	1	$1546
7th Grade Advisor	1	$1546		Newspaper Advisor	1	$1546
8th Grade Advisor	1.25	$1932		Peer Education Advisor	0.75	$1159
Academic Teams Coach	1.25	$1932		Robotics Club	0.87	$1345
Advisory Coordinator	1.5	$2319		Student Council Advisor	0.75	$1159
Art Club Advisor	0.75	$1159		Team Leader	2.15	$3324
Director - Fall Production	1.72	$2659		Chess Club Advisor	1.00	$1546
Director - Spring Production	1.72	$2659		Yearbook Advisor	1.07	$1654
Musical Music Director	1.29	$1994		DC Trip Coordinator (each)		$2942
Drama Technical Director-artistic	0.65	$1005		ASAP Advisor		$1576
Accompanist (for musical)		$20/hr *Up to 20 hours*		Chess Club	1	$1546
Diversity Club	.5	$803		Senior Leadership	1	$1546
Best Buddies	.5	$803		Wind Ensemble	1	$1546
D & D Club	1	$1546		Unified Basketball	.35	$541
MINDESS STIPENDS				**WARREN SCHOOL STIPENDS**		
Position	**Ratio**	**FY 25**		**Position**	**Ratio**	**FY 25**
Band Director	0.75	$1159		Head Teacher	6.1	$9431
Newspaper Advisor	0.65	$1005		Team Leader	2.15	$3324
Student Council Advisor	0.43	$665		Kindergarten Coordinator	N/A	$11,853
Team Leader	2.15	$3324		**PITTAWAY STIPENDS**		
Yearbook Advisor	1.07	$1654		Team Leader	2.15	$3324
Camp Bournedale Coordinator	***FY 25***	$2942				
	FY 26	$3,303				
	FY 27	$3,121				

ATHLETIC STIPENDS

Placement on a step shall be determined by the Athletic Director and is based on the coach's experience.

	Athletic trainer (per season)	Athletic Manager	Cheerleading Per season – Fall & Spring	Cross Country	
			Head Coach	Head Coach	Assistant
Ratio		*2.5*	*2.5*	*4*	*3*
Step 1	5,402	2,392	2,392	3,735	2,916
Step 2	5,727	2,511	2,511	3,966	3,032
Step 3	6,070	3875	3175	4,450	3,177

	Baseball				Basketball – boys & girls			
	Head Coach	Assistant	JV	Freshman	Head Coach	Assistant	JV	Freshman
Ratio	*5*	*3*	*4*	*3*	*5.5*	*3*	*4*	*3*
Step 1	4,668	2,916	3,735	2,916	5,504	2,916	3,735	2,916
Step 2	4,958	3,032	3,966	3,032	5,809	3,032	3,966	3,032
Step 3	5,571	3,147	4,199	3,180	6,340	3,737	4,214	3,386

	Field Hockey			Football		
	Head Coach	JV	Freshman	Head Coach	Assistant	Freshman
Ratio	*5*	*4*	*3*	6.5	*4*	*3*
Step 1	4,668	3,735	2,916	6,259	3,735	2,916
Step 2	4,958	3,966	3,032	6,606	3,966	3,032
Step 3	5,248	4,199	3,147	7616	4,667	3,615

	Golf		Ice Hockey		
	Head Coach	JV	Head Coach	Assistant	JV
Ratio	*4*	*3*	*5.5*	*3*	*4*
Step 1	3,735	2,916	5504	2,916	3,735
Step 2	3,966	3,032	5809	3,032	3,966
Step 3	4,199	3,147	6285	3,342	4,244

	Lacrosse – Boys & Girls			Soccer – Boys & Girls			
	Head Coach	Assistant	JV	Head Coach	Assistant	JV	Freshman
Ratio	*5*	*4*	*3*	*5*	*3*	*4*	*3*
Step 1	4,668	3,735	2,916	4,668	2,916	3,735	2,916
Step 2	4,958	3,966	3,032	4,958	3,032	3,966	3,032
Step 3	5,374	4,302	3,147	5,285	3,461	4,199	3,147

	Softball				Swim Team	
	Head Coach	Assistant	JV	Freshman	Head Coach	Assistant
Ratio	*5*	*3*	*4*	*3*	*4*	*2.5*
Step 1	4,668	2,916	3,735	2,916	3,735	2,392
Step 2	4,958	3,032	3,966	3,032	3,966	2,511
Step 3	5,571	3,147	4,199	3,157	4,838	2,925

	Tennis – boys & girls		Track - Indoor		Track - Outdoor - Boys & Girls	
	Head Coach	JV	Head Coach	Assistant	Head Coach	Assistant
Ratio	*4*	3.25	*4*	3.25	*5*	3.25
Step 1	3,735	3,179	3,735	3,179	4,668	3,179
Step 2	3,966	3,296	3,966	3,296	4,958	3,296
Step 3	4,280	3,412	4,699	3,613	5,248	3,728

	Volleyball			Wrestling	
	Head Coach	Assistant	JV	Head Coach	Assistant
Ratio	*5*	*3*	*4*	*4.25*	*2.5*
Step 1	4,668	2,916	3,735	4,259	2,392
Step 2	4,958	3,032	3,966	4,490	2,511
Step 3	5,248	3,319	4,199	4,933	2,625

	Alpine Ski				
	Head Coach				
Ratio	2.5				
Step 1	2,392				
Step 2	2,511				
Step 3	2,625				

MIDDLE SCHOOL ATHLETICS

Position		Ratio	FY 25,26,27
BASEBALL			
	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625
BASKETBALL – BOYS & GIRLS			
	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625
CHEERLEADING			
	Step 1	1.6	$1,555
	Step 2		$1,604
	Step 3		$1,681
GOLF			
	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625
OUTDOOR TRACK			
Head Coach	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625
Assistant	Step 1	1.6	$1,555
	Step 2		$1,604
	Step 3		$1,681
SOCCER - BOYS & GIRLS			
	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625

Position		Ratio	FY 25,26,27
CROSS COUNTRY			
Head Coach	Step 1	2.54	$2,429
	Step 2		$2,564
	Step 3		$2,699
Asst.	Step 1	1.6	$1,555
	Step 2		$1,604
	Step 3		$1,681
FIELD HOCKEY			
	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625
SOFTBALL			
	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625
VOLLEYBALL			
Head Coach	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625
Assistant	Step 1	1.6	$1,555
	Step 2		$1,604
	Step 3		$1,681
FOOTBALL			
Head Coach	Step 1	2.5	$2,392
	Step 2		$2,508
	Step 3		$2,625
Assistant	Step 1	1.6	$1,555
	Step 2		$1,604
	Step 3		$1,681

ARTICLE XXI
AGENCY SERVICE FEE

So long as Agency Service Fee remains unconstitutional this Article shall be null and void
Pursuant to the provisions of M.G.L. Chapter 150E, Section 12, the Committee accepts an Agency Service Fee beginning on September 1, 2001, for all newly hired employees covered by this agreement, wherein the Association can assess those newly hired employees not members of the Association an annual amount commensurate with the costs of collective bargaining and contract administration. Said Agency Service Fee shall be a percentage of the combined membership dues of the Ashland Teachers' Association, the Massachusetts Educators Association, and the National Education Association as determined by the Ashland Educators Association in accordance with Chapter 150E, Section 12, and the "AEA check-off card" shall be submitted by the 30th day of employment. Said agency service fee shall be paid or deducted in the same manner as dues for membership in the Ashland Educators Association.

ARTICLE XXII
JOINT LABOR / MANAGEMENT COMMITTEE

A Joint Labor/Management Committee will meet at least monthly during the school year to address matters of mutual concern. Such Joint Labor/Management Committee will be comprised of no more than 7 teachers from the Ashland Educators Association representing elementary, middle and high school and the Association President and no more than 7 representatives from the School Committee and Administration.

ARTICLE XXIII
DURATION

Agreement made this May 15, 2024, by and between the Ashland School Committee (the "Committee") and the Ashland Educators Association (the Association). The collective bargaining agreement between the Committee and the Association dated July 1, 2021 to June 30, 2024 is hereby extended to June 30, 2027, and except as set out below, is ratified and confirmed in its present form.

Article XXIV
Freedom To Join Act

In accordance with the passage of Ch. 73 of the Acts of 2019:

The Association shall be granted an uninterrupted block of at least thirty (30) minutes during new teacher Orientation at the beginning of each school year.

THIS AGREEMENT has been duly executed by the authorized representatives of the Ashland School Committee and the Ashland Educators Association.

Ashland School Committee

5/14/24

Ashland Educators Association

5.15.24

APPENDIX A

JOB SHARE AGREEMENT

The Ashland Public Schools supports the belief that job-sharing can be a beneficial arrangement for students, teachers, and administrators.

Definition: A job-share occurs when two individuals assume the responsibility for all the functions of one full-time position

Application Criteria:

Teachers who apply for a job-share position will satisfy the following criteria:

1. Currently employed in the district
2. Certification at appropriate grade level
3. Three years of satisfactory evaluations
4. Compatible teaching styles (as determined by the principal)
5. Professional status

Application and Reapplication Process:

1. Applicants must apply jointly.
2. Applicants will submit a completed job share application to the Superintendent of Schools by December 31 of the current school year.
3. The Superintendent of Schools has sole discretion to approve or deny a job-share request. However, the Superintendent will consider the recommendation of the building principal when rendering a decision.
4. After reviewing the job-share application, the Superintendent will notify the applicants of his/her decision. Decisions will be provided before June 1 of the current school year. The superintendent may hold discussion(s) with the applicants should she/he have need of additional information or clarification of the information provided on the job-share application.
5. There will be a maximum of two job-shared classrooms or teaching positions per school per year. This number may be increased at the discretion of the Superintendent.
6. A committee consisting of the building principal, department chair (if applicable), and Assistant Superintendent will conduct an end-of-year evaluation of the job-share. The evaluation may include, but not be limited to, summaries of observations, walk throughs, and meetings conducted by the building principal and job-share participants.
7. It is intended that a job-share will be for the period of one complete school year and not for partial years. A job-share is for one year. However, participants may reapply to continue the job-share beyond one year. The decision to continue the job-share is at the discretion of the Superintendent. However, the Superintendent will consider input from the committee described in #6 when rendering his/her decision.

Substitute Teaching:

1. Should one teacher be unable to attend school on her/his assigned day, the job-share partner will make every attempt to fill in for her/his partner. The partner will be asked to substitute. If this arrangement is not possible, the normal substitute procedure will be followed.

Changes in the Arrangement:

1. If the Superintendent deems it in the best interest of the students, he/she may terminate the arrangement at any time, with a minimum of two weeks notice to the partners. At that time, the Superintendent has the sole discretion for reassignment of both teachers for the remainder of the school year
2. Should the job-share be dissolved after the first year, each partner shall return to their original full-time position.

3. In the event one partner takes a leave of absence, the remaining teacher will be offered the full-time responsibilities of the classroom position. If the remaining teacher is unable to assume full-time teaching, then a long-term substitute teacher will be appointed to fulfill the other half of the job share.

Evaluation:

Both teachers shall be evaluated under the observation-based evaluation cycle during the job-share unless another option is approved by the building principal in advance.

Compensation and Benefits:

1. Compensation will be based on each partner's Full Time Equivalent.
2. Sick leave will be pro-rated based on each partner's FTE.
3. Personal time will be pro-rated based on each partner's FTE.
4. Benefits will be pro-rated based on each partner's FTE.
5. Full step credit will be granted for each year of job-share service.
6. Seniority will be granted for each year of job-share service.
7. A job-share partner who changed his/her position in order to participate in the job-share will have attachment rights for one school year to his/her former full-time position.

Professional responsibilities:

1. The work week schedule of each partner will be determined by the principal with input from the participants in consideration of what is deemed to be in the best interest of the students.
2. Both teachers will meet with the principal in October, December, March, and May to review the job-share and make suggestions for modifications.
3. Both teachers will attend faculty meetings, open houses, and school-wide events such as curriculum nights, etc.
4. The teacher working on the given day will attend grade level**/**department meetings and assume responsibility for non-instructional duties
5. Both teachers will attend all professional days and half-days that are used for professional development or curriculum development.
6. Both teachers will participate in the evaluation of their job-share. This includes:
   Attending meetings listed in #2 above
   Review of Principal evaluation documents
   Completing a self evaluation of the experience

Classroom responsibilities:

1. Should one teacher be changing grade levels or courses, she/he will provide the principal with a detailed plan that shows how the teacher will learn the curriculum, scope and sequence, etc. of the new grade level or course. The plan may include observations, readings, course work, etc.
2. Both teachers will work full-time the first 5 days of school.
3. Both teachers will provide information to parents (hand-outs, web page, presentation, etc.) during the first week of school. The information will describe how instruction is organized, the collaboration and communication that will occur between teachers, and the procedures in place to provide continuity in all aspects of the classroom (e.g. homework, behavior, etc.)
4. Teachers will jointly prepare progress reports and report cards
5. Where practicable**,** both teachers will attend T.A.T. meetings and all individual parent meetings and parent-teacher conferences
6. Both teachers will attend I.E.P. meetings
7. Both teachers will develop and maintain a system for communication between themselves
8. Both teachers will develop and maintain a system for communication with parents

Appendix B
FMLA Leave Request Form

Ashland Public Schools

Family And Medical Leave Employee Request

SECTION 1: For completion by the EMPLOYEE

Employee Name:	
Employee Home Address:	
Home Phone Number:	Work Phone Number:
Email:	
School:	Department:
Work Address:	

Reason for Leave (check all applicable):

- ☐ Birth/Adoption/Pre-Adoptive Foster Care
- ☐ Foster Placement
- ☐ Employee's Own Serious Health Condition (may require medical certification)
- ☐ To Care for Family Member (including domestic partner or domestic partner's parent) of Military
- ☐ Service Member with a Serious Health Condition* (may require medical certification)
- ☐ For a Qualifiying Exigency due to military deployment of a spouse, son, daughter, or parent in the regular or Reserve armed forces to a foreign country (certification may be required)

**When Family and Medical leave is needed to care for a family member or service member, you must state the care you will provide and an estimate of the time period during which this care will be provided, including*

Anticipated Begin Date of Leave:	**Anticipated End Date of Leave:**

Briefly Explain Reason for Leave. If leave is to care for someone, please indicate the name of and relationship to the person who needs care.

Substitution of Paid Leave: Please indicate if you would like to use paid leave during your absence and how many days you plan to use (to the extent provided by law, labor agreement, and workplace leave policies). Attach a completed leave report if required.

- ☐ Sick (_____ days)
- ☐ Personal (_____ days)

I authorize the appointing authority to obtain any necessary information regarding my request for family and medical leave.

Employee Signature: Date:

APPENDIX C

EDUCATOR EVALUATION

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1) **Purpose of Educator Evaluation**

A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.; In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

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

2) Definitions

A) **Artifacts of Professional Practice**: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

B) **Caseload Educator / Specialized Instructional Support Personnel (SISP):** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, including, but not limited to: school nurses, guidance counselors, speech and language pathologists, and some reading specialists and some special education teachers and some ELL teacher and team chairs.

C) **Classroom teacher**: Educators who teach preK-12 whole classes, and teachers of special subjects as such as unified arts, library, and health/wellness/physical education. May also include special education teachers and reading specialists who teach whole classes.

D) **Categories of Evidence**: Multiple measures of student learning, growth, and achievement, observations and artifacts of professional practice, including unannounced observations of practice of any duration and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) **Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

F) **Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

a. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high.

b. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 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.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may suggest, but not require, a range of activities during the summer preceding the next school year.

G) **ESE:** The Massachusetts Department of Elementary and Secondary Education.

H) **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").

I) **Evaluator**: Any person, designated by the superintendent, who holds an active administrative license and has responsibility for observation and evaluation. The Evaluator is responsible for judging professional practice. The superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation. Each classroom teacher and caseload educator will have one evaluator responsible for determining performance ratings.

The classroom teacher and caseload educator shall be apprised of his/her evaluator at the beginning of the academic year.

Each classroom teacher and caseload educator who is assigned to more than one building will be evaluated by the appropriate licensed administrator where the individual is primarily assigned or assigned most of the time. The principal of each building in which the classroom teacher and caseload educator serves must review and sign the evaluation. The principal in each building may contribute evidence to the evaluation after conferencing with the educator. In cases where there is no predominant assignment, the superintendent will determine who the primary evaluator will be.

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation, and 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.

ii) **Contributing Evaluator** may complete an observation with feedback to add to the information and evidence provided to the teacher and the Primary Evaluator for use in the evaluation. Either the Educator or the Primary Evaluator may request an observation from a Contributing Evaluator.

J) **Evaluation Cycle**: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

K) **Experienced Educator**: An educator with Professional Teacher Status (PTS).

L) **Family**: Includes students' parents, legal guardians, foster parents, or primary caregivers.

M) **Formative Assessment**: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

N) **Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

O) **Goal:** A specific, actionable, attainable, relevant, time-bound and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

P) **Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

Q) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA / language proficiency gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

R) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. By mutual agreement by Evaluator and Educator, video observations may be used in conjunction with in person observation Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using agreed upon written protocols. 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. Observations may be of any duration. Philosophically, the parties agree that many unannounced observations will range from about 10 minutes to the length of the lesson.

S) **Parties**: The parties to this agreement are the Ashland School Committee and the Ashland Educator's Association that represents the Educators covered by this agreement for purposes of collective bargaining

T) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both. Oked

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.

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

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

X) **Rating of Overall Educator Performance**: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

Y) **Rubric**: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

Z) **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.

AA) **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.

BB) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

CC) **Trends in student learning**: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

A) Multiple measures of student learning, growth, and achievement, which shall include:

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) Common assessments of student learning, growth, and achievement. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including:

i) Unannounced observations of practice of any duration.

ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products and artifacts.

iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

i) Evidence compiled and presented by the Educator, including:

(a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

(b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s);

iv) Student Feedback and Staff Feedback for administrators– see # 23-24, below;

and

v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric** Rubric shall mean a scoring tool that describes characteristics of practice or artifacts at different levels of performance used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation.

A) An Educator may receive a rating of Needs Improvement on either Standard III or IV and still receive a Proficient rating overall.

B) A rating of Proficient on Standard I may include no more than three Needs Improvement ratings on elements with no more than 1 Needs Improvement rating under each indicator.

C) A rating of Proficient on Standard II may include no more than three Needs Improvement ratings on elements with no more than one Needs Improvement rating under each indicator.

D) A rating of Proficient on Standard III may include no more than one Needs Improvement ratings on elements.

E) A rating of Proficient on Standard IV may include no more than two Needs Improvement ratings on elements with no more than one Needs Improvement rating under each indicator.

F) A rating of unsatisfactory on any element under Standard I and II results in an unsatisfactory rating on the entire Standard. An unsatisfactory rating on any standard results in an unsatisfactory rating overall.

G) In Standard III, no more than one unsatisfactory rating on any element makes the Standard unsatisfactory.

H) In Standard IV, no more than two unsatisfactory rating on any element makes the Standard unsatisfactory.

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE. Training will take place during the contractual work-day or by mutual agreement.

B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the 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 30 school days 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. D

6) **Evaluation Cycle: Annual Orientation**

A) 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:

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

iv) Provide district goals/strategic plan and school improvement plan.

7) **Evaluation Cycle: Self-Assessment -**

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school. A self-assessment shall be completed by every educator each year.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

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

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. (See Sections on Educator Plans.)

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Educator, with the assistance of 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 which will be attached to the plan. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first year of practice or first year assigned to a school:

i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

ii) The Educator shall have at least four unannounced observations during the school year.

B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

ii) The Educator shall have at least three unannounced observations during the school year.

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

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

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

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

Teachers will be observed a minumum number of times per educator plan cycle as follows:

Educator Plan	Minimum Number of Unannounced observations	Minimum Number of Announced observations
2 year Self Directed	1	0
1 year Self Directed	1	0
Directed Plan	3	2
Improvement plan for one year	4	1
Improvement Plan for 6 months or less	2	1
Developing educator – first year	4	1
Developing Educator, year 2 & 3	3	1

11) **Observations**

The Evaluator's first observation of all non-PTS educators the Educator should take place by November 15. The Evaluator's first observation of all Educators on a two-year plan should take place by November 15 of the first year of the evaluation cycle. 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. The parties agree that individual teaching styles vary and not all of the indicators on the rubric may be observed during any one class or lesson.

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be shall be provided electronically to the educator using the District tool (currently TeachPoint).

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one unannounced observation of at least 30 minutes in duration within 30 school days. No other observations may take place until the day after the feedback has been provided.

iv) An observation which may result in disciplinary action shall be brought to the attention of the educator within 2 school days at a post observation conference where both the educator, the evaluator and, at the request of the educator, an AEA representative can be present. The educator shall be given a written document that summarizes the issue, the action(s) to be taken to correct it, and a time frame for completion of such actions.

B) Announced Observations

i) All non-PTS Educators in their first three years in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. The Educator will 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

(1st) The Educator shall provide the Evaluator a draft of the lesson, student/parent conference, Team meeting, group activity plan. If

the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) 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. A new pre observation conference will be held if necessary.

(c) Teachers will complete a written reflection in advance of their post observation conference as a way to prepare for the conference with the evaluator. The educator will keep the form to use with their self assessments in the future.

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

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator must take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

ii) No other observations may take place until the day after the feedback has been provided.

iii) An observation which may result in disciplinary action shall be brought to the attention of the educator within 2 school days at a post observation conference where both the educator, the evaluator and an AEA representative can be present. The educator shall be given a written document that summarizes the issue, the action(s) to be taken to correct it, and a time frame for completion of such actions. 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.

12) **Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment will be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a

two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

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

E) The Evaluator shall meet with all non-PTS Educators or any Educator rated "Needs Improvement" or "Unsatisfactory". Upon request of either party the evaluator and the educator will meet either before or after completion of the Formative Assessment Report for any PTS Educator who rated Proficient of Exemplary.

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 electronically to the educator using the District tool (currently TeachPoint).

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional

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

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered electronically to the educator using the District tool (currently TeachPoint).

E) The Evaluator shall meet with any Educator rated "Needs Improvement" or "Unsatisfactory". Upon request of either party the evaluator and the educator will meet either before or after completion of the Formative Assessment Report for any PTS Educator who rated Proficient of Exemplary.

F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator,

the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report electronically to the educator using the District tool (currently TeachPoint) no later than May 15th.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

K) Upon request of either party, the Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation. The meeting shall occur by June 10th.

L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator's responsibility to 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.

16) **Educator Plans: Developing Educator Plan**

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B) The Educator shall be evaluated at least annually.

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

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 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.

B. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 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.

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

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th .

D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the

close of one school year, the Improvement Plan may suggest a range of activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Contributing Evaluator (see definitions). The Contributing 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 Contributing Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Ashland Educator's Association attend the meeting(s).

iii) If the Educator consents, the Ashland Educator's Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s), indicators, elements and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s) and elements;

vi) Identify the individuals assigned to assist the Educator which must include minimally the Contributing Evaluator; and,

vii) Include the signatures of the Educator and Contributing Evaluator.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

l) Decision on the Educator's status at the conclusion of the Improvement Plan.

i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

(a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

(d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	The first faculty meeting
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment, proposed goals, and plans 2a & 2b (in applicable year)	Last Friday in September
Evaluator meets with Educators in teams or individually to review goals and plans. If no changes are necessary the goals and plan may be approved at this meeting. (This may be established at the Summative Evaluation report meeting in the prior school year)	First Friday after Indigenous Peoples' Day
Any necessary changes determined in the step above are submitted	Last Thursday in October
Evaluator completes Educator Plans	Last Friday in October
Evaluator should complete first observation of each Educator *For PTS educators on a two year plan this is done in year one of the cycle.*	November 15
Educators on a 1 year plan submit evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	5 school days after December break
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
Educators on a two year plan submit 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	Friday after April vacation
Evaluator completes Summative Evaluation Report. Educator may add a response within 5 school days of receipt of the report.	Second Friday in May
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	Within 10 school days of completion of the Summative.

Educator signs Summative Evaluation Report and adds response.	By second Friday in June

D) **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	*June 1 of Year 1*
Evaluator completes Summative Evaluation Report	Second Friday in May of Year 2
Evaluator conducts Summative Evaluation Meeting	Within 10 school days of completion of the Summative, in Year 2
Evaluator and Educator sign Summative Evaluation Report	Second Friday in June of Year 2

E) **Educators on Plans of Less than One Year**

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

21. Career Advancement

A) 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.

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 by July 15, 2012. 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 (Administrator) Evaluation

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

25. General Provisions

A) Only those who are licensed may serve as primary evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) 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.

E) The parties agree this agreement may be reopened at the request of either party to negotiate changes arising out of regulation 603 CMR 35.00 or specifications by the Massachusetts DESE pertaining to educator evaluations.

F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. This includes, but is not limited to, a process free of arbitrary or capricious practice or judgment. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.