

**AGREEMENT BETWEEN THE
ACUSHNET TEACHERS ASSOCIATION
(TEACHERS)
AND THE
ACUSHNET SCHOOL COMMITTEE**

2019-2022

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PREAMBLE

Recognizing that our prime purpose is provide education of the highest quality possible for the children of Acushnet, and that good morale within the teaching staff of Acushnet is essential to that purpose, we the undersigned parties to this Contract, declare that:

1. Under the Law of Massachusetts, the Committee, elected by the citizens of Acushnet has final responsibility for establishing the educational policies of the Acushnet Public Schools.
2. The Superintendent of Schools of Acushnet has responsibility for carrying out the policies so established, (hereinafter referred to as the Superintendent).
3. The teaching staff of the public schools of Acushnet shares with the Committee and the administrative staff the responsibility for providing the school children of Acushnet with education of the highest quality consistent with the policies of the Acushnet School Committee made in consultation with the Acushnet Teachers' Association.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formation and applications of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
5. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I RECOGNITION

A. ASSOCIATION RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, other terms and conditions of employment, the negotiation of collective bargaining agreements and questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all full and part time professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee except, however, the Superintendent and Business Manager, Administrator of Special Needs, Principals, Assistant Principals or other administrator by whatever title his/her position may be known, all substitute teachers, and all parttime Chapter I and Chapter II teachers.

B. DISCRIMINATION

There shall be no discrimination, interference, restraint, or coercion by the Committee, Association, or their respective agents against any teacher because of membership or nonmembership in the Association. No one shall be required to become a member or remain a member of the Association as a condition of employment in the Acushnet Public Schools.

**ARTICLE II
GRIEVANCE PROCEDURE**

A. DEFINITIONS:

1. Definition of a grievance: a grievance is disagreement over the interpretation of this Contract by either party or both.
2. The Association may initiate and process grievances under the following procedure, acting in place of the employee.
3. The School Committee agrees that if a non bargaining unit person conducts an educational activity during the school day, no bargaining unit position shall be supplanted nor shall any bargaining unit position be eliminated and subsequently replaced by volunteers. This, however, is in no way intended to limit the use of teacher aides consistent with state regulations and/or collective bargaining agreements.

B. PURPOSE:

The purpose of the procedure set forth hereafter is to produce prompt and equitable solutions at the lowest level to those problems, covered by this Contract, which from time to time may arise and affect the conditions of employment of employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. The Committee and Association agree that nothing in this Contract shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration.

C. GENERAL PROVISIONS:

1. The Committee and the Association shall have the right to use any representative or representatives of their own choosing in the presentations at any level of this grievance procedure. However, the Association agrees that at Step I of said procedure, it shall use no more than two (2) representatives.

2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
3. The Committee acknowledges the right of this Association to participate in the processing of a grievance at any level.
4. No reprisals of any kind will be taken by the Committee or the School Administration against any teacher because of his participation in the Grievance Procedure and no teacher shall lose pay for the pursuance of a grievance.
5. The School Committee and the Administration will cooperate with the Association in its investigation of any grievance and, further, will furnish the Association with such information as requested for the processing of any grievance.
6. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the files of the individuals.
7. All decisions rendered at Level One, Two, and Three of the Grievance Procedure will be in writing, setting forth the decisions and the reasons therefore, and will be transmitted promptly to the grievant and/or the Association.
8. The parties agree no grievance filed under this Article shall be aired publicly or to parties not involved in the grievance procedure prior to the filing of the grievance or while the grievance is in process. Failure to adhere to this procedure shall not render the grievance non arbitrable nor prejudice the respective positions of the parties in the arbitration.

D. PROCEDURE:

Prior to the submission of a formal grievance, the matter of concern may be discussed orally by the employee and the principal or the immediate supervisor with the objective of resolving the matter informally. Such informal discussions, if they occur, shall not operate so as to extend the time limits set forth below.

LEVEL ONE:

A grievance must be presented at Level One within fifteen (15) school days following the occurrence of the grievable event or the date of first knowledge of its occurrence by an employee affected to the employee's principal or immediate supervisor on a mutually agreed-to form. The principal/immediate supervisor and the Association shall set an agreed-upon date for a hearing of the grievance within

five (5) school days of the grievance being filed. Any grievance that is not filed within this timeline (i.e., fifteen school days) shall be deemed to have been waived. The principal/immediate supervisor shall respond in writing within five (5) school days after the hearing of the grievance.

LEVEL TWO:

- A. In the event that a grievance is not be disposed of at Level One to the satisfaction of the aggrieved employee, or in the event that no decision has been reached within the timeline as stated in Level One, the grievance shall be reduced to writing and referred to the Superintendent of Schools within ten (10) school days of either an unsatisfactory response or the timeline for issuing a response. The Superintendent and the Association shall set an agreed upon date for a hearing of the grievance within ten (10) school days of the grievance being filed at Level Two. The Superintendent shall send a written response within fifteen (15) school days after the hearing of the grievance.

LEVEL THREE:

In the event that a grievance is not disposed of at Level Two to the satisfaction of the aggrieved employee, or in the event that no decision has been reached within the timeline as stated in Level Two, the grievance shall be reduced to writing and referred to the School Committee within fifteen (15) school days of either an unsatisfactory response or the timeline for issuing a response. The School Committee and the Association shall set an agreed upon date for a hearing of the grievance within the next two (2) regularly scheduled School Committee meetings. The School Committee shall send a written response within fifteen (15) school days of the subsequent School Committee meeting after the hearing of the grievance.

LEVEL FOUR:

In the event that a grievance is not disposed of at Level Three to the satisfaction of the Association, or in the event that no decision has been reached within the timeline as stated Level Three, the Association shall determine whether or not it wishes to pursue the matter to arbitration. If the Association decides to pursue the matter to arbitration, it shall, consistent with AAA's rules, notify the American Arbitration Association in writing, or another mutually agreed-upon body, within fifteen (15) school days of either an unsatisfactory response or the timeline for issuing a response. The results of such arbitration shall be final and binding on the parties.

ARTICLE III

COMPENSATION

Any teacher who anticipates movement on the advance recognition scale shall notify the office of the Superintendent of Schools of this in writing not later than February first of the school year preceding the anticipated move.

- A. Any teacher receiving a degree or additional credits for column placement on the salary schedule will be placed on that salary classification effective the next pay period following presentation of satisfactory evidence of such additional credit at the time of such credit acquisition. If the teacher fails or neglects to submit such evidence within sixty (60) days of credit acquisition the School Committee shall not be responsible for retroactive payment for salary schedule adjustment beyond the date of submission of such evidence of credit acquisition.
- B. If requested by the bargaining unit member, all money owed to him/her for the summer months will be paid bi-weekly, provided that said bargaining unit member so requests in writing by May 15. A bargaining unit member who fails to submit such a request by the allotted date will receive a lump sum check on the first payday in July.
- C. Each teacher shall advance one step on the salary scale for each subsequent year of employment; subject, however, to any other provision in this Agreement. Any teacher under contract, having taught in the Acushnet School System for a minimum of one hundred five (105) days in the same assignment in any one school year, shall receive credit for a full year when given a permanent contract.
- D. A part-time teacher shall be compensated at the percentage of a full-time teacher's per diem rate based on 1/184 of a school year and based upon the hours worked by a part-time teacher in relation to a work day of a full-time teacher. Full time teachers who are appointed or recalled to a part time position will be placed on the step of the salary schedule they would have been on in September, 1991, for the purpose of determining their part time compensation. Part time teachers shall be paid only for the number of days worked in a school year, except for days on which they are on paid leave as authorized in this Agreement.
- E. A part-time teacher must work a minimum of 697.5 hours per school year (excluding any hours as a substitute teacher) in order to receive credit for a full year of service for step advancement.
- F. A part time teacher, who is assigned as a substitute teacher whether for a full or part time day, shall receive the compensation of a substitute teacher and not the prorated compensation provided for in Paragraph D above.

ARTICLE IV

TEACHING HOURS AND TEACHING LOADS

- 1.0 Teachers will have a duty free lunch period of at least twenty five (25) minutes.
- 2.0 Teachers in Grades 1-8, including specialists, in addition to their lunch periods, will have at least five (5) preparation periods during a normal five-day work week, during which they will not be assigned any teaching or supervisory duties. These preparation periods shall not be less than twenty-five (25) minutes in length. At no point should a teacher go two (2) consecutive days without at least one (1) preparation period, with the exception of the reasons as set forth in Section 12.0. During a normal five-day work week, such preparation periods will total at least two hundred and ten (210) minutes. Preschool and kindergarten teachers shall also have at least 210 minutes of preparation time during a normal five-day work week, in addition to their lunch periods, during which they will not be assigned any teaching or supervisory duties, although this time may or may not consist of five periods.
- 3.0 The school year for teachers shall not exceed 184 days. The last student day shall be scheduled as an early release day for students and shall be the last workday for teachers. The Wednesday before Thanksgiving shall be an early release day for students and teachers. The day before Christmas vacation shall be an early release day for bargaining unit members.
- 4.0 The dismissal time for students at the elementary school level will begin no later than six (6) hours, thirty-five (35) minutes after the commencement of the student day. The dismissal time for students at the middle school level will begin no later than six (6) hours, forty-five (45) minutes after the commencement of the student day. Bargaining unit members shall receive a twenty-five (25) minute duty free lunch period.

Teachers will be freed from their respective duties following the dismissal of the last bus and walkers.
- 4.1 The normal workday for teachers will begin ten (10) minutes before the students' scheduled arrival time. Starting and dismissal times are subject to modification by the School Committee; provided, however, that no such modification will increase the length of the teacher's workday. Notice of arrival time of students will be submitted to teachers on the first day of the school year.
- 5.0 The Committee and the Association recognizes and agrees that the teacher's responsibility to their students and their profession generally entails the performance of duties and expenditures of time beyond the normal working day, but that teachers are entitled to regular times and schedules on which they can rely and which will be fairly and evenly maintained under normal circumstances throughout the school system.

- 6.0 Every effort will be made in June to notify teachers of their subject/class assignment for the following school year. Teachers will receive a copy of their schedule one (1) week prior to the first week of school. Teachers assigned to teach in areas other than their current subject area will be provided prior notice and opportunity to discuss the assignment with the Superintendent or his designee before implementation of the teaching assignment.
- 7.0 Teachers are to remain as long after school as necessary to carry out their responsibilities to the students. At the middle school level, the principal shall designate one (1) day each week when the teacher must remain after the scheduled student dismissal for student assistance. Teachers shall include specialists and all counselors. The teacher shall remain one (1) hour after the scheduled student dismissal for student assistance (until 3:45 p.m.) Days shall be determined by the principal, in collaboration with each grade team, on a rotating basis by subject matter for a grading term (e.g., English on Monday, Math on Tuesday, etc.) but will not include Fridays. The days for after-school help shall be published to families and staff in advance. However, at least two (2) members in each team will stay after school on Tuesday/Thursday. It is understood that some teachers may need to occasionally change their day. The two-teacher requirement shall not apply to middle school bargaining unit members who teach multiple grade levels. At the elementary level the principal shall designate two (2) days each week of which the teacher shall select one (1) day each week when he/she must remain fifty (50) minutes before the student day begins (8:00 a.m.) or fifty (50) minutes after the scheduled student dismissal (until 4:15 p.m.) for student assistance. Elementary school teachers shall designate the day on which they shall make themselves available for student assistance by no later than the last day of school of the prior school year.
- 8.0 During a normal five (5) day work week, homeroom teachers at the Elementary School shall be released from lunch and lunch time duties for at least three (3) days for purposes of team planning, teacher preparation, and/or committee work. During weeks of less than five (5) days, teachers who would normally be scheduled for release time shall not be entitled to make up lost release time. The Association agrees that if the Committee assigns non-bargaining unit personnel to perform lunch or lunch time recess duties, it shall not be construed as a violation of this Agreement. The District shall make reasonable efforts to provide elementary special education teaching staff with team planning time, taking into account its ability to schedule said time based on a variety of factors, including but not limited to, scheduling and staffing issues. This language shall not be interpreted as a guarantee of team planning time.
- 8.1 Building principals shall have discretion to schedule supervisory duties necessary to the operation of the school or to cover emergency situations as they may arise.
- 9.0 In an emergency situation, and not to exceed one hour on the elementary level and one period on the secondary level, teachers may be required to serve as substitutes at no additional pay. An emergency shall be defined as:

- A. A teacher is absent or late as the result of a problem in transportation.
 - B. A teacher has to leave the school as the result of personal illness or accident or some family matter requiring his presence.
 - C. Delay in obtaining a substitute.
- 10.0 If it becomes necessary for teachers to stay in class during their planning period, they shall be given the option of payment at the rate of \$15.00 for the period \$20.00 for one and one-half periods) or be given compensatory time. The option for compensatory time may be exercised only after the teacher has been required to remain in class on more than two (2) occasions in a school year. The teacher shall be paid the above amount for loss preparation time on the first two (2) occasions in a school year. Compensatory time shall be provided within thirty (30) calendar days from the date in which it was earned.
- 11.0 When assemblies are being held, both the teacher and the specialist are expected to be in attendance, unless the classroom teacher has a scheduled preparation period. In the event the specialist has duties relating to the assembly, the classroom teacher will have his/her preparation period, and the other teachers supervising the students during the assembly will assume supervisory responsibility for his or her class.
- 12.0 In case of emergencies, such as fire alarms, storm days, bomb scares, or in the event of scheduled field trips that prevent a teacher from having his/her preparation period the teacher will not be paid or provided compensatory time for lost preparation time because he/she remained with the class during a scheduled specialist period.
- 13.0 Part Time teachers shall work the hours established for a part time teacher's schedule and pro rata planning time as approved by the School Committee.
- 14.0 Bargaining unit members shall be required on an annual basis to attend six (6) hours of parent-teacher conferences. Three (3) hours of parent-teacher conferences shall be during an afternoon; the other three (3) hours of parent-teacher conferences shall be scheduled during an evening. The building principals shall meet with the Association concerning parent-teacher conferences and to identify an afternoon and evening for such conferences at each school by no later than March 1st of the prior school year. Any final decision on parent-teacher conferences shall be subject to review and approval by the superintendent and shall be included in the annual school calendar. Bargaining unit members shall be required on an annual basis to attend one (1) hour for an Open House. The building principals shall meet with the Association to identify an evening for Open House at each school by no later than March 1st of the prior school year. Any final decision on Open House shall be subject to review and approval by the superintendent and shall be included in the annual school calendar.

- 15.0 One (1) nurse will act as the Lead Nurse for each school year and will hold additional duties as defined by the Lead Nurse job description. The Lead Nurse shall be selected by the Superintendent each school year.

**ARTICLE V
CLASS SIZE**

- 1.0 The Committee and the Association recognize that desirable pupil teacher ratios are an important aspect of the educational program. Therefore, although it is agreed that the Committee may not always be able to control the pupil teacher ratio in some areas, due to lack of facilities, it is also agreed that the Committee will continue to give top priority to providing acceptable pupil teacher ratios that are conducive to effective teaching and learning.
- 2.0 It is agreed by the Committee and the Association to work cooperatively toward the following desirable goals concerning the average pupil teacher ratios in the following areas.

Attempts will be made according to existing plants and facilities to work toward the following desirable goals concerning the average pupil teacher ratios in the following areas:

A. Elementary School:

K 3 (pupil teacher aide ratio)
251 1/2
4 (pupil teacher aide ratio)
251

B. Middle School:

| | |
|------------------------|-----|
| Academic subjects | 251 |
| Technology Engineering | 181 |
| Physical Ed. | 401 |
| Computer | 191 |
| Resource Room | 121 |
| Art | 251 |
| Music | 251 |

- 2.1 Should a disagreement exist as to the application of this Article, appropriate representatives of the Association shall meet with the Superintendent and subsequently, if not satisfied, may meet with the School Committee and present their views and recommendations. Decisions at Level III will be final and binding.

**ARTICLE VI
DEDUCTIONS**

- 1.0 The Committee agrees to deduct from teachers' salaries dues for the Association, the Massachusetts Teachers Association, and the National Education Association, or any other combination of such organizations as the teachers individually and voluntarily authorize the Committee to deduct, and to transmit the amount so authorized to the Treasurer of the Acushnet Teachers' Association. It is agreed that any such combination will be treated as one payroll deduction for administrative purposes. For those employees who do not elect a lump sum payment, said deductions shall be made over a period of twelve months for employees authorizing said deductions. Those employees selecting a lump sum payment will have a single deduction made from that sum equivalent to the deductions for the summer recess.
- 2.0 Each teacher who desires to authorize such deduction shall file with the Treasurer of the Town of Acushnet through the Office of the Superintendent, a signed and dated "Acushnet Teachers Association Payroll Deduction Authorization Form" authorizing the Treasurer of the Town of Acushnet to deduct from his earnings and to remit to the Treasurer of the Acushnet Teachers Association, an amount of money equal to the dues required for membership in the organizations to specified, a waiver of all right and claim against the Committee and the Town of Acushnet, and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization, and an agreement that such deduction and remittances shall continue from year to year as so authorized unless such teacher notifies the Treasurer of the Acushnet Teachers Association through the Office of the Superintendent in writing of his desire to discontinue or to change such authorization, such notice to be given at least sixty (60) days in advance of the effective date of such discontinuance or change.
- 3.0 The Association agrees to indemnify and hold harmless the Committee and any of its agents against any and all claims, suits or other forms of liability arising out of the deduction of union dues and/or an agency service fee.

**ARTICLE VII
INSURANCE AND ANNUITY PLANS**

- 1.0 The Committee will pay the maximum percentage permitted by Town policy of the cost of the following types of insurance coverage.
 - 1.1 A term life insurance plan of the type presently available to teachers.

- 1.2 Individual or family coverage, whichever applies in the particular case, for Blue Cross/Blue Shield or Pilgrim HMO of the type presently available to teachers. The School Committee reserves the right to provide a health carrier different from Blue Cross/Blue Shield of Massachusetts, Inc.
- 2.0 Teachers will be able to participate in a "tax deferred" Annuity Plan established pursuant to United States Public Law #87370. Authority to participate in an annuity plan shall be given to the Town Treasurer by October 30th each year to take effect in December.
- 3.0 Parttime teachers are eligible for benefits if they work twenty (20) or more hours per week on a regular basis as provided for under G.L. c. 32B.

**ARTICLE VII A
AGENCY FEE**

- 1.0 The parties have agreed to remove the language in Article VIIA, Section 1.0 from the 2016-2019 contract. If, at any time, the United States Supreme Court's Janus decision is overturned, the parties agree that the language of Article VIIA, Section 1.0, as set forth in the 2016-2019 contract, shall be reinstated into the contract.

**ARTICLE VIII
SPECIALISTS AND SPECIAL PROGRAMS**

- 1.0 The Committee and the Association recognize the fact that an adequate number of competent specialists are essential to the operation of an effective educational program. Accordingly, an attempt will be made to provide the following number of qualified specialists in each of the listed categories.

- 1.1 Elementary School:

| | |
|--------------------------------------|---|
| School Adjustment Counselor | 1 |
| Special Education Teachers | 4 |
| Art | 1 |
| Language Resource | 1 |
| Music | 1 |
| Reading (developmental and remedial) | 1 |
| Math (remedial) | 1 |
| Physical Education | 2 |
| Computer | 1 |
- 1.2 Middle School:

| | |
|----------------------------|---|
| Guidance Counselor | 1 |
| Special Education Teachers | 3 |
| Art | 1 |
| Music | 1 |
| Physical Education | 2 |

- | | | |
|-----|--|---|
| | Tech Ed | 1 |
| | Computer | 1 |
| 2.0 | Should a disagreement exist as to the application of this Article, appropriate representatives of the Association shall meet with the Superintendent and subsequently if not satisfied, may meet with the Committee and present their views and recommendations. Decisions at Level III will be final and binding. | |

**ARTICLE IX
SUMMER SCHOOL, EVENING SCHOOL, FEDERAL PROGRAMS**

All openings in summer school, evening schools, and federal programs will be publicized in each school building by the Superintendent as early as possible, the qualifications for such positions, their duties, and rate of compensation will be clearly set forth. Teachers wishing to be notified of such openings during the summer shall notify the Superintendent. Teachers who have applied for these positions will be notified of the action taken on their applications. Preference will be given to regular employed staff with emphasis on previous experience.

**ARTICLE X
TEACHER EVALUATION**

- 1.0 Teachers will have the right, upon written request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review and to receive a copy of anything in the file.
- A copy of the contents of the file will be made available to the teacher on written request, provided that material concerning the teacher obtained at the time of employment which was guaranteed confidential is not available for teacher inspection. Teachers may have one copy of an original document in his/her personnel file.
- 2.0 No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless substantiated by fact, and unless the teacher has had the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- 3.0 No teacher shall be disciplined or reprimanded in the presence of the class, student gathering, students and parents or other persons. Likewise, no Principal should be offered complaints in like circumstances.
- 4.0 MISCELLANEOUS

- A. No teacher shall be disciplined, suspended or discharged without just cause. It is agreed that this provision in no way shall affect the committee's statutory right not to renew a nonprofessional status teacher's contract.
- B. Any complaint regarding a bargaining unit member shall be immediately brought to the attention of such unit member. The employee shall also be notified of the source of the complaint and the disposition of the complaint.
- C. The evaluation process shall be free of racial, sexual, religious and other discriminations and biases.
- D. The Regulations for the Evaluation of Teachers and Administrators which were adopted under the authority of the Massachusetts General Law, Chapter 70, Section 40 of the Acts of 1993, by the Massachusetts Department of Education are incorporated herein and made a part hereof.
- E. The Acushnet Public Schools Teacher Observation/Evaluation Plan is incorporated herein by reference and made a part hereof and is found in Appendix C of this Agreement.

**ARTICLE XI
SICK LEAVE**

- 1.0 During a bargaining unit member's first full three consecutive years working in the school district, he/she shall be credited with seven and one-half (7 ½) days of sick leave upon his/her first day of employment and he/she shall earn no additional sick leave during his/her first five (5) months of employment. Any bargaining unit member who begins working for the school district after the start of a school year shall have his/her initial allocation of sick days prorated. Upon the completion of five months of employment, a bargaining unit member shall accrue sick leave at the rate of one and one-half (1 ½) sick days for the last five months of the school year. After a bargaining unit member has completed his/her first full three consecutive school years with the school district, he/she shall be entitled to receive fifteen (15) sick leave days per year at the start of the next school year. Sick leave may accumulate to a maximum accumulation of two hundred (200) days. Upon reaching the maximum accumulation, bargaining unit members shall continue to be entitled to an annual allocation of fifteen sick leave days as set forth above. Such annual allocation shall be available for use during that particular school year but at no time will a bargaining unit member's accumulation exceed two hundred (200) days. Under no circumstances, shall the District approve the use of sick leave for a vacation or other personal leave.
- 1.1 The following sick leave incentive shall be in effect for bargaining unit members:

For employees who receive fifteen (15) sick days and do not use any days as of the conclusion of the school year, they shall receive \$450.00 in the second regular paycheck of the next school year.

For employees who receive fifteen (15) sick days and who use one (1) sick day as of the conclusion of the school year, they shall receive \$350.00 in the second regular paycheck of the next school year.

For employees who receive fifteen (15) sick days and who use two (2) sick days as of the conclusion of the school year, they shall receive \$250.00 in the second regular paycheck of the next school year.

- 2.0 In the event of extended illness of professional staff covered under the terms of this contract, an additional source of aid shall be provided by means of a sick leave bank to provide for additional days beyond accumulated sick leave benefits. An extended illness is defined as a sickness or injury to a professional staff member who is prevented from working for ten (10) consecutive work days or more.
- 3.0 The sick leave bank will acquire its assets from those persons covered in this contract by the voluntary donation of no more than one (1) sick leave day from the entitlement of already accumulated sick leave by any professional staff member covered under the terms of this contract. Only staff members who have contributed at least one (1) sick day, and continue to contribute one (1) sick day when the Bank must be replenished, are eligible for membership in, and use of, the Sick Bank.
- 4.0 The policy of the Sick Leave Bank and the awarding of extended sick leave days from the Bank will be governed by a Sick Leave Bank Committee consisting of four (4) members. Two members shall be designated by the School Committee to serve at its discretion and the VicePresident and respective building representative shall be designated by the Association to serve on the Sick Leave Bank. The assets in the Sick Leave Bank shall not be used or made available to an employee who has no sick leave credit and is on Workers' Compensation.
- 4.1 The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted within fifteen (15) calendar days of a member's request. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:
 1. Adequate medical evidence of serious illness.
 2. Prior utilization of all eligible sick leave and personal leave.
 3. Other criteria may apply.

Adequate medical evidence of serious illness constitutes a letter from a doctor that states the expected time frame of the illness and that they are unable to work due to their illness. Bargaining unit members who are appointed to the Sick Bank Committee agree that they will not share any information that they receive in their capacity as a member of the Sick

Bank Committee with anyone other than other members of the Sick Bank Committee.

4.2 If the Sick Leave Bank becomes exhausted, it shall be renewed by the voluntary contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional days will be deducted from the member's annual accumulated sick leave. The Sick Leave Committee shall determine the time when it becomes necessary to replenish the Bank.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

4.3 No person may be granted any sick leave accumulated on deposit in the Sick Leave Bank as long as such person has accumulated sick leave or personal leave accruing to their personal credit.

4.4 The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. It may be limited to a lesser amount of days at the discretion of the Sick Leave Bank Committee. Upon completion of award for the initial grant, the employee is eligible to make an application for another allocation, which is not to exceed thirty (30) days. There shall be no further grant of sick leave in a school year beyond the second allocation of sick leave.

4.5 The Bank shall be maintained at a minimum of one day per professional staff member enrolled in the Bank after the year of maintenance for the duration of this contract. However, no additional assets may be deposited in the Bank except by vote of the Sick Leave Bank Committee under conditions approved by the Sick Leave Bank Committee.

4.6 Any teacher joining the staff shall have thirty (30) days from the date of initial employment to contribute to the Bank if he/she so desires.

4.7 Teachers shall make every reasonable attempt to minimize the amount of time taken under this Article. Violation or abuse of this Article may incur discipline action.

4.8 A written notification will be given to each staff member covered by this Agreement at the beginning of each school year as to salary and accumulated sick leave days.

4.9 A written notification will be given to the Association President and Vice President at the beginning of each school year as to the number of accumulated days in the Sick Leave Bank.

- 5.0 Notwithstanding the language in Article XI, §1.0, sick leave benefits for part-time bargaining unit members shall be governed by this section. Teachers who work 40% of a full-time schedule shall accrue sick leave days at the rate of 0.6 per month per school year. Teachers who work 50% of a full-time schedule shall accrue sick leave days at the rate of 0.75 days per month per school year. Teachers who work 60% of a full-time schedule shall accrue sick leave days at the rate of 0.9 days per month per school year. Teachers who work 80% of a full-time schedule shall accrue sick leave days at the rate of 1.2 days per month per school year.”
- 6.0 Teachers who work 40% of a full-time schedule shall accrue personal leave at the rate of one (1) day per school year. Teachers who work 50% of a full-time schedule shall accrue personal leave at the rate of one (1) per school year. Teachers who work 60% of a full-time schedule shall accrue personal leave at the rate of two (2) days per school year. Teachers who work 80% of a full-time schedule shall accrue personal leave at the rate of two (2) days per school year. Personal leave shall be used under the same conditions as full-time teachers.
- 7.0 A bargaining unit member shall be allowed to use up to five (5) sick days per year from his/her accrued sick leave to attend to the illness of the bargaining unit member’s husband, wife, son, daughter, mother or father. Family sick days shall be documented on a form provided and a copy shall be filed with the central office.
- 8.0 Teachers absent for three (3) consecutive days or more may be required to provide medical documentation supporting their absence. The Superintendent or designee(s) may meet with, talk to, or otherwise communicate with employees concerning their attendance. Employees may, at their option, have an Association representative present as an observer at any such meeting.

ARTICLE XII LEAVE OF ABSENCE

- 1.0 Teachers will be entitled to the following temporary leave of absence with pay each school year.
- 1.1 Two (2) days of absence for religious, personal, legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least forty-eight (48) hours before taking such leave (except in emergencies) and must be approved by the Superintendent.¹ Additional time may be granted if requested of the Superintendent and the reasons are clarified. All decisions made by the Superintendent with respect to "additional time" shall be final and not subject to the grievance and arbitration procedures of this agreement. A bargaining unit member may

¹Reasons need not be clarified.

carry over one (1) unused personal day to the next year to a maximum of three (3). The maximum number of personal days that may be granted on the day before or after a vacation period or a holiday shall be limited to five (5) educators per building per day. Personal days on the day before or after a vacation period or holiday shall be submitted via email to the Superintendent's office on a first come, first serve basis. Educators may only request personal days within the current school year and cannot request personal days for future school years. Educators shall be eligible for one personal day per school year either before or after a holiday or vacation period, unless there are open slots. Slots are considered 'open' if five educators from each school do not apply for the same personal day before or after a holiday or vacation period within two weeks of the date. The cap on the number of bargaining unit members who may use personal days before or after a holiday shall take effect September 1, 2020. The above language in this section shall be implemented on a pilot basis for the duration of this contract (September 1, 2019 through August 31, 2022). At the conclusion of the term of this contract, the contract language shall revert back to the existing contract language in effect during the September 1, 2016 through August 31, 2019 contract, unless both parties mutually agree in writing to alter the language.

- 1.2 In the case of the death of a bargaining unit member's parent, spouse, child or grandparent, the bargaining unit member will be entitled to a paid leave of absence for up to five (5) school days. In the case of death of a bargaining unit member's sibling, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law or other individual living in the bargaining unit member's household, the bargaining unit member will be entitled to a paid leave of absence for up to three (3) school days.
- 1.3 In the case of another relative or close friend, an absence of one (1) day to attend a funeral. This provision shall not be afforded to the bargaining unit member more than three (3) times per school year. Thereafter, bargaining unit members shall be granted an unpaid leave of absence of one (1) day for the purpose of attending funeral services in these instances.
- 1.4 Any absence due to exposure to communicable disease requiring quarantine as established by the Board of Public Health.
- 2.0 Leaves taken pursuant to this Article (Article XII) will be in addition to any sick leave to which the teacher is entitled.
- 3.0 Teachers shall make every reasonable attempt to minimize the amount of time taken under this Article. Violation or abuse of this Article may incur discipline action.
- 4.0 The Superintendent, subject to regulations and policies approved by the School Committee, may grant permission to teachers to visit schools elsewhere without loss of pay, when in the opinion of the Superintendent; the best interest of the Acushnet Public

Schools will be advanced thereby. However, not more than two such visitations may be allowed any teacher in one school year, and any expenses incurred will be paid by the teacher requesting the permission. Request for permission to visit schools shall be made directly to the Superintendent of Schools at least two weeks in advance of the anticipated absence. Notice of return to duty shall be made on the day of return in the same manner as notice of return for duty following absence due to personal illness. A written report, if requested by the Superintendent of Schools, shall be submitted to the Superintendent within one week following each visitation day.

- 5.0 A maximum of three paid Association days shall be granted on a yearly basis for valid Association business. The President of the Association shall determine the use of the three (3) days.
- 6.0 A teacher called to serve on jury duty will be paid the difference between the money received for jury duty less travel allowance, and his/her regular pay.
- 7.0 Funeral leave and jury leave shall be available to part time teachers only on days in which they are scheduled to work.
- 8.0 In any given fiscal year, bargaining unit members, who have completed two full years of service with the District, may utilize up to five (5) family sick days and five (5) sick days for the purpose of paid non-birth spouse or adoption leave. Notice of the non-birth spouse or adoption leave shall be provided to the building principal.

ARTICLE XIII LEAVES OF ABSENCE WITHOUT PAY

- 1.0 The Committee agrees that a teacher designated by the Association will upon request, be granted a leave of absence without pay for the purpose of engaging in the Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during such leave and will be placed on salary schedule at the next level provided he had been employed one hundred and five (105) days at the previous level.
- 2.0 Teachers shall be entitled to an unpaid leave of absence for purposes of parental leave of up to but not more than one calendar year after the birth or adoption of a child. Time available for parental leave pursuant to statute, including Mass. Gen. L. ch. 149, Section 105D and the Family Medical Leave Act ("FMLA"), shall be included within the one year unpaid leave of absence for purposes of parental leave and under no circumstances shall they extend the time available to an employee beyond one year. Teachers who are out on parental leave will be allowed to utilize up to forty (40) days of accrued sick leave from the beginning of the parental leave, in accordance with Mass. Gen. L. ch. 149, Section 105D, the Massachusetts Parental Leave Act (MPLA), or up to sixty (60) days of

accrued sick leave under the FMLA, provided that the bargaining unit member must provide the Superintendent with adequate medical diagnosis in writing that the bargaining unit member is disabled immediately after childbirth or adoption. The Superintendent may extend the sick leave utilization. FMLA leave shall run concurrent with MPLA leave. Except in the cases of emergency, the teacher must give thirty (30) days' notice to be eligible for FMLA leave per the federal statute. Full-time employees are eligible for FMLA after a full year of employment. In addition, a teacher must give a minimum of two (2) weeks' notice to be eligible for MPLA leave per the state statute. The Association acknowledges that the Association and the Committee are subject to the provisions of the FMLA and that the FMLA shall not increase or decrease the length of leave available to eligible employees under this section. Upon the expiration of the one year unpaid leave of absence, the Superintendent will assign the teacher to his/her former job or to a substantially equivalent position.

- 2.1 A teacher may alternatively request child-rearing leave without pay for the balance of the second school year. For example, if requested, and the birth or adoption of a teacher's baby is on 10/2/13, then one calendar year would constitute a time period from 10/2/13 through 10/1/14. The balance of the second school year would be through the last day of school in June 2015. Upon the expiration of the balance of the second school year, the teacher shall be assigned to his/her former job or to a substantially equivalent position. Teachers who give birth or adopt during the summer (i.e., when school is not in session) shall be entitled to an unpaid leave of absence for purposes of child-rearing leave of up to but not more than one school year after the birth or adoption of a child. Bargaining unit members who are approved for this leave shall not accrue benefits while on child-rearing leave.
- 3.0 A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Committee.
- 4.0 Military leave without pay shall be granted to any teacher who is inducted or activated during a period of national emergency. Upon return from such leave the teacher shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years. Previously accumulated sick leave days will be restored to all returning teachers who left the Acushnet School System to enter the armed forces.
- 5.0 Time necessary for Association representatives to attend the Massachusetts Teachers Association and/or National Education Association conferences and conventions up to an aggregate total of five (5) days annually.

- 6.0 A teacher with professional teacher status who adopts a child shall, upon request, be allowed an unpaid leave of absence of one (1) year for the purpose of child rearing for the year immediately following the adoption. In the event the leave of absence would expire during a school year, the teacher may not return during the school year without the approval of the Superintendent of Schools. If the Superintendent does not approve a return during midyear, the teacher shall be reinstated the following September.
- 7.0 The Superintendent may grant to any teacher so requesting a one (1) year leave of absence without pay for personal reasons.

ARTICLE XIV SABBATICAL LEAVE

- 1.0 Any teacher with professional teacher status, upon recommendation by the Superintendent and confirmation by the Committee, may be granted a leave of absence for one half (1/2) year at full pay or one (1) full year at half (1/2) pay for the purpose of advance study at any accredited institution of higher learning, provided the teacher agrees that upon termination of such leave, the teacher will return to the service of the Acushnet School System for a period equal to twice the length of the leave.
- 2.0 Upon the teacher's return, he/she will be given full credit on the salary schedule for the period of the teacher's leave, except that no sick leave will be earned during this sabbatical leave.
- 3.0 In default of completing such service, the teacher shall refund to the School Committee the salary received by the teacher while on leave, unless excused for serious reasons by the Committee. In the event that a teacher, following the completion of a Sabbatical Leave under the provisions of this Agreement, does not return to the service of the Acushnet School Committee the following year, the teacher shall be required to pay the Acushnet School Committee the full cost of the salary paid to the teacher during the course of the approved leave.
- 4.0 Written request for sabbatical leave of absence, addressed to the Superintendent, shall be received by the Office of the Superintendent, no later than March 1st of the school year prior to the school year in which the leave is taken, whereupon the Superintendent will confer with the applicant and advise the School Committee of his recommendation.

ARTICLE XV TRANSFER AND REASSIGNMENT

- 1.0 A transfer or reassignment is defined as a change in grade and/or subject assignment of a member of the bargaining unit as a result of a vacancy caused by the resignation,

retirement, termination, or death of a teacher. A vacancy may also result from the creation of a new position by the School Committee.

- 2.0 A vacancy that occurs from August 1st through the day before the start of a school year or during the school year shall be internally posted for at least three (3) calendar days from the date that the President of the Association is sent the notice of the vacancy. If the vacancy occurs on the day after the last day of school through July 31st, the vacancy shall be posted for at least seven (7) calendar days after the date that the President of the Association is sent the notice of the vacancy. Teachers who desire a voluntary transfer to a vacancy shall file a written statement of such desire with the Principal or his/her designee by the closing date listed on the posting. Such statements shall include the position and/or grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference, and separate statements shall be filed in applying for each vacancy. If the position is not filled internally by the closing date, the district may advertise the position externally.
- 3.0 In the event no teacher submits a written application for a vacancy, it may be filled by an involuntary transfer. Notices of involuntary transfer shall be given to teachers as soon as possible, but no less than fifteen (15) calendar days prior to such transfer. A teacher may request a conference with the Principal and the Superintendent to discuss the reasons for the transfer. If the teacher is not satisfied with the reasons(s), he/she shall have the right to file a grievance with the School Committee. The decision of the School Committee shall be final and binding as long as the procedure outlined in this Article has been properly followed.
- 4.0 The principal shall give full consideration to teacher requests for a voluntary transfer within or to his/her building by providing each teacher a conference to discuss the transfer request. A teacher must make himself/herself available for this conference no later than three (3) work days after the closing date of the posting. The principal's decision to honor or not honor a voluntary transfer request will be based upon the teachers' qualifications, which shall mean job performance, including overall ratings on teacher evaluations, and the best interests of students in the school or district. Voluntary transfer requests honored by the principal must be approved by the Superintendent. Each applicant will be notified in writing of the decision to honor or not honor the voluntary transfer request.
- 5.0 A teacher who has been involuntarily transferred in accordance with this Article may not apply for his/her former position, if it becomes vacant within a period of two years, however, this shall not preclude a bargaining unit member from applying for a voluntary transfer under Section 4.0 if the bargaining unit member's involuntary transfer was the result of a reduction in the number of class sections.

- 6.0 All appointments to vacancies shall be made without regard to age, creed, religion, nationality, marital status, sex, ancestry, race or physical handicap, unless based upon a bona fide occupational qualification.

ARTICLE XVI SUBSTITUTE TEACHERS

The Administration shall make every effort to obtain substitute teachers to replace regular teachers as necessary.

ARTICLE XVII TEACHER PROTECTION

- 1.0 Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the Principal of the school.
- 1.1 This report will be forwarded to the Superintendent which will comply with any reasonable request from the teacher for nonprivileged information in its possession relating to the incident or persons involved.
- 2.0 Any complaints regarding a teacher made to any member of the administration by a parent, student, or other person will be promptly called to the attention of the teacher. Complaints made to members of the School Committee will also be called to the teacher's attention if the member of the School Committee requests a report from the administration to the full Committee.
- 3.0 No teacher shall be dismissed, suspended, demoted, reduced in salary nor disciplined by being deprived of any professional advantage or position held by such teacher except in accordance with the provisions of the Massachusetts General Laws, Chapter 71.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT

- 1.0 Teachers who attend workshops approved by the Superintendent will be reimbursed for reasonable expenses.
- 1.1 Teachers using their own vehicles on school related business, excluding to and from school, shall be compensated for their mileage at the rate set by the Town, but in no event less than twenty (20) cents per mile.

2.0 Annually, the Committee shall earmark \$23,000.00 of budgeted Professional Development funds for the purpose of tuition reimbursement. This amount shall not increase the cost of Professional Development to the Committee, but rather shall represent a reapportionment of expenditures.

Effective September 1, 2010, bargaining unit members shall be eligible for an annual grant of one thousand fifty dollars (\$1,050.00) for the purpose of reimbursement of tuition and fees for approved courses. Effective September 1, 2011, bargaining unit members shall be eligible for an annual grant of one thousand one hundred dollars (\$1,100.00) for the purpose of reimbursement of tuition and fees for approved courses. Effective September 1, 2012, bargaining unit members shall be eligible for an annual grant of one thousand one hundred fifty dollars (\$1,150.00) for the purpose of reimbursement of tuition and fees for approved courses. Eligibility for the annual grant shall be on a first come, first serve basis.

All courses must be approved in advance by the Superintendent. Bargaining unit members seeking reimbursement must, prior to the commencement of a course, notify the Superintendent's office in writing, on a form which will be provided, that they wish reimbursement for a particular course. An estimated cost is required when requesting reimbursement.

Evidence of satisfactory completion of the course must be presented to the Superintendent in order to receive reimbursement. Bargaining unit members must receive a grade of at least a B- or better in a graded course or a P in a pass/fail course. Bargaining unit members may apply for reimbursement for summer course work. Reimbursement forms, including such evidence, must be submitted within sixty (60) days of receipt by the bargaining unit member of his/her grade. Reimbursement will be made within sixty (60) days of receipt of the above-referenced information.

Eligibility for tuition reimbursement shall be on a first come, first serve basis. Bargaining unit members who apply for and for whom sufficient funds are not available, shall be considered first in the following year. All bargaining unit members who wish to take a spring semester course must make an application, including to the Superintendent's office, by no later than December 31.

In the event that funds allocated for reimbursement for tuition and fees are not fully expended, bargaining unit members (including nurses) may be reimbursed for additional courses up to an amount equal to their annual grant. In order to be eligible for additional reimbursement, a bargaining unit member must submit to the central office a completed course approval request form by May 31st and receive approval from the Superintendent. Furthermore, there must be sufficient funds available from the \$23,000.00 budgeted by the Committee for tuition and fees. In the event that the

\$23,000.00 reimbursement cap has not been exceeded, the remaining funds will be divided, up to the amount of the annual grant, by the members who have been approved by the Superintendent. In the event that funds allocated for reimbursement are not fully expended or encumbered by May 31st of a given school year, the remaining funds shall revert back to the School Committee for expenditure for general education purposes.

ARTICLE XIX GENERAL

- 1.0 There will be no reprisals of any kind taken against any teacher by reason of his/her membership in, or participation in the Association or any of its activities.
- 2.0 Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 3.0 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 4.0 A teacher may resign by submitting a written notice to the Superintendent at least thirty (30) days in advance of its effective date.
- 5.0 The Association President will be sent a copy of the official agenda prior to each Committee meeting and a copy of the minutes of said meeting after their approval by the Committee.
- 6.0 Any complaints by staff members warranting a response by the Administration shall be promptly brought to the attention, in confidence, of their immediate supervisor and, if not resolved at that level, brought to the attention of the Superintendent of Schools.
- 7.0 Teachers shall not initiate contact with a parent for the purpose of making a recommendation concerning a child's educational program or placement without first discussing the recommendation with his/her supervisor.
- 8.0 "Lesson plans must be readily available for inspection by the administration. Teachers are expected to use a district and grade-level generated lesson plan template that includes the identifying information, state curriculum framework reference (learning strands and standards) or its equivalent, objectives, instructional procedure/methodology, and assessment to construct lesson plans for each academic discipline taught. Lesson plans shall be readily available for the substitute teacher in the case when a teacher is out.

Beginning with the 2018-2019 school year, lesson plans will be provided four (4) days in advance upon request of the administrator. If the lesson plans are consistent with the curriculum units, then the teacher simply needs to email the administrator with the name of the curriculum units and the lessons. The parties understand that curriculum and lesson plan development is an ongoing and necessary process in order to enhance teacher practice and to promote student success.

In addition, effective September 1, 2016, academic teachers shall have two (2) school years to complete curriculum units in their discipline, which include curriculum maps and the accompanying lesson plans. Each teacher will send their lesson plans electronically or pass their lessons in hardcopy form (although the preferred method of submission is electronic) no later than five (5) school days after the lesson has been completed in order to obtain feedback and/or so the curriculum coordinator can ensure that the lesson plans are being completed and archived. During the life of this contract, lesson plans will only be required to be provided on the day that the lesson plan is being used by the teacher. Teachers who teach the same subject in a grade level can choose to work together to create lesson plans for submission; however, this is not a requirement. At the elementary school level, in year one, academic teachers will only need to submit English/language arts for review and archiving. In year two, teachers will need to submit mathematics, social studies, and science lessons. Elementary and middle school specialists will create curriculum mapping units in year one and will submit the accompanying lesson plans in year two for the lower grades (K, 1, 2 and 5 and 6) and year three (3 and 4 and 7 and 8) for the upper grades in a manner as set forth above.

The lesson plan format shall be the format as required in Article XIX 8.0; however, it is understood that best practices should be included in lesson planning, such as including differentiated instruction, collaborative learning, appropriate student engagement strategies, challenging and measurable objectives, formative assessments, etc. If new curriculum standards are put into place during the duration of this agreement (September 1, 2016 through August 31, 2019), then bargaining unit members shall construct curriculum maps aligned to these new standards within the first year of the state's adoption of these standards, which would alter the timelines as indicated above accordingly. In addition, curriculum mapping units will be adjusted as needed throughout the duration of this agreement.

- 9.0 The parties recognize the importance of keeping parents informed of student progress as an aid in the total development of the student. Middle school teachers shall post grades (for homework, quizzes, tests, final grades, etc.) to Aspen or the equivalent communication system in use by the District at the following intervals: for progress reports, for report cards, and for at least one time midway between each progress report and report card. Elementary school teachers and all specialists shall post final grades to Aspen or the equivalent communication system in use by the District at report card times.

Bargaining unit members shall use the District's communication system exclusively for all communication with parents/guardians. Bargaining unit members shall not text parents/guardians or use their personal email to communicate with parents/guardians, however, this shall not preclude bargaining unit members from making telephone calls, sending hand-written notes or newsletters to parents/guardians. The District shall provide adequate training to bargaining unit members. Teachers are encouraged to post grades more frequently than the minimum grade postings as stated above. Due to the frequency of this posting middle school teachers will not be required to keep a hard copy of their student grades.

**ARTICLE XX
RETIREMENT INCENTIVE**

- 1.0 Effective September 1, 2014, a bargaining unit member is eligible for an early retirement incentive of three thousand five hundred dollars (\$3,500) per school year for the final two (2) full and consecutive school years before retirement or five thousand dollars (\$5,000) for the final full school year before retirement, provided he/she gives irrevocable notice of retirement before October 1st of the school year prior to the school year he/she begins receiving the benefit and has taught for not less than twenty (20) school years in the Acushnet Public Schools as of the date of retirement. The notice of intent to retire shall be provided in writing on a form provided by the Superintendent and shall be irrevocable when so submitted. A bargaining unit member shall receive an additional seven hundred and fifty dollar (\$750.00) incentive upon retirement if his/her retirement date is after the last day of a school year and before the start of the subsequent school year and said bargaining unit member does not use more than ten (10) sick days in the last school year before retirement.
- 1.1 Payment for the Early Retirement Incentive will be added to the regular pay and paid in one lump sum in June, unless otherwise provided for in this agreement.

**ARTICLE XXI
SEVERANCE PAY**

- 1.0 Upon the retirement of a staff member covered by the provisions of this Agreement, who has successfully completed ten (10) years of service in the Acushnet School System, that staff member will receive, in one lump sum, thirty-four dollars (\$34.00) for each day of actual accumulated sick leave limited to two hundred (200) days, provided that said staff member has given one (1) year advanced notice of intent to retire.

- 2.0 Upon the death of a staff member covered by the provisions of this Contract, his/her estate shall receive, in one lump sum, thirty dollars (\$30.00) for each day of actual accumulated sick leave limited to two hundred (200) days.
- 3.0 This Article applies only to members of the Bargaining Unit.

**ARTICLE XXII
COMMITTEES**

- 1.0 The Committee and the Association agree that important committee or council work must be addressed outside of the regular work day. Examples of the tasks of these committees or councils include but are not limited to the following: assessing and revising curriculum, instruction, and assessment practices; data analysis; selecting textbooks; compiling data for accreditation or for DESE audits; coordinating long-term projects; evaluating and making suggestions regarding school improvement efforts; analyzing and recommending changes in the areas of professional development, safety, technology, public relations, wellness, and academic support; researching specific problem areas; and conducting in-depth studies.
- 2.0 The Principal or Superintendent may require each bargaining unit member to meet outside of the workday two (2) times per month for committee and council meetings. Each meeting shall not exceed one (1) hour except if agreed to by the participant. Each bargaining unit member may agree to participate on their assigned committees or councils more frequently or may volunteer for participation on additional committees or councils above and beyond the time frame listed above. Committees and councils will meet during non-school hours and without additional compensation.

The parties agree to a pilot program on the use of time under this section of the contract for the duration of this contract only (September 1, 2019 through August 31, 2022). Under the pilot program, the Principal or Superintendent may require each bargaining unit member to meet outside of the workday up to ten (10) times per school year for committee and council meetings as noted in Article XXII, 2.0.

For the duration of this contract, the school year for teachers shall remain 184 days; however, there shall be 180 student days. The additional four (4) days shall consist of one (1) teacher orientation day and three (3) days used for professional development, curriculum work, etc. In addition, the Wednesday before Thanksgiving shall not be an early release day for students and bargaining unit members as stated in Article IV, 3.0. Instead, this will not be a day of school for students and will be a non-work day for bargaining unit members. At the conclusion of the term of this contract, the contract language shall revert back to the existing contract language in effect during the

September 1, 2013 through August 31, 2016 contract, unless both parties mutually agree in writing to alter the language.

- 3.0 Each school year, the Principal may require each bargaining unit member to attend up to eight (8) staff meetings outside of the regular work day. Each meeting shall not exceed fifty (50) minutes, except if agreed to by the participant. Prior to each meeting the Principal shall give two weeks' notice of said meeting.
- 4.0 All books, materials, devices, or products which result from the regular prescribed duties of persons for which they are employed by the school system shall remain the property of the school system, and the school system shall retain all rights and privileges pertaining to the ownership thereof.

ARTICLE XXIII EXTRA DUTY PAY

The Committee and the Association recognize the value of providing supplementary programs of activity and of an educational nature which extend beyond the normal day. It is also recognized that equal opportunity for professional staff to offer worthwhile activities will provide a diversity of programs for students. Services, voluntary or involuntary, provided for afterschool activities not covered by the Contract but recommended by the Superintendent of Schools, will be compensated at the same rate regardless of the type of activity.

Rate per hour: \$31.00 (for Contract year 9/1/20-8/31/21)

\$32.00 (for Contract year 9/1/21-8/31/22)

NOTE: Afternoon activities will consist of a minimum of one (1) hour of instruction.

ARTICLE XXIV PAY PROVISIONS

- A. The rates of pay for various levels of academic preparation shall be as detailed in Appendices A which are attached to and a part of this Agreement. Teachers will be paid bi-weekly in equal installments. Paychecks for all new employees shall be made by direct deposit. A new employee for purposes of this section shall be any bargaining unit member who begins work at the start of the 2010-2011 school year or thereafter.—In addition, existing employees who currently use direct deposit for the entire amount of their check cannot opt out of direct deposit. All direct deposit pay stubs will only be made available for pickup at the business office during vacation and summer months unless a bargaining unit member provides the business office with self-addressed stamped envelopes so that the stubs may be mailed.

- B. The annual increments shall become effective on the first payday of each new academic year, normally in September. They are not automatic, but are dependent on continued satisfactory service and on compliance with requirements of professional development and education improvement.

The Committee reserves the right, "for just cause", to:

1. Withhold step increments for teachers not on maximum.
 2. Withhold all or part of any increase for teachers at maximum provided such withholding does not reduce the salary below that specified for Step 9 for the year 1998-1999, Step 10 for the year 1999-2000, and Step 11 for the year 2000-2001 and thereafter.
 3. The Administration reserves the right to place teachers new to its employ on any step of the approved salary scale provided that such placement is arrived at by mutual agreement between the employee and the Superintendent.
- C. A deficiency judged serious enough to be caused for withholding salary as outlined in paragraph B shall be reviewed with the teacher in question and the Superintendent or his/her designee as soon as the deficiency is apparent. After proper and fair review of the alleged deficiency, the teacher shall be given a mutually agreed upon length of time to correct the deficiency. A second review shall be made following the expiration of the correction period. If, in the judgment of the Superintendent, the deficiency has not been satisfactorily corrected, a written warning notice shall be given said teacher or teachers by January 30th that said teacher or teachers are in danger of having his/he or their increase(s) withheld for the following year. The teacher or teachers will then have an additional thirty (30) working days to satisfactorily correct the deficiency before any formal action is taken.

After following the procedure outlined above, in the judgment of the Superintendent, the deficiency has not been corrected, the Superintendent may recommend to the Committee the withholding of increase for the teacher or teachers involved. Action by the Committee shall only be on the specific recommendation of the Superintendent.

NOTE: The provisions of §A above concerning bi-weekly installments shall become effective only upon adoption of the same system by the entire Town of Acushnet.

ARTICLE XXV TERMINATION OF SERVICE

- 1.0 Professional staff members of the Acushnet School System shall give thirty (30) days' notice when terminating their services.
- 2.0 The following procedure will be used in the establishment of seniority and reduction in staff.
- 2.1 For all bargaining unit members employed prior to July 1, 1995, seniority is hereby defined as the length of continuous employment by the School Committee from the date of the vote of appointment for regular full time professional employment with the Acushnet Public Schools. For bargaining unit members employed subsequent to July 1, 1995, seniority is hereby defined as the length of continuous employment by the School Committee from the date of appointment by the Superintendent. Seniority shall be accrued for the first year of an approved leave of absence, either with or without pay, maternity leave, military leave, or upon reinstatement as a result of the recall provisions contained in this Article. If a teacher is on leave of absence without pay for more than one (1) year (except military leave) he/she shall not accrue seniority during this additional period so that seniority date of the teacher shall be adjusted to reflect this additional period of absence, provided that a teacher on a leave of absence for more than one (1) year who is paid for a minimum of one hundred five (105) days in the second or third year of his/her absence shall receive full seniority credit for the year. Seniority shall be interrupted by resignation, retirement, failure to return to the employ of the School Committee upon recall under this Article, layoff exceeding two (2) years, or is discharged or terminated for cause. A seniority list specifying the seniority of each member of the bargaining unit shall be forwarded to the President of the Association within thirty (30) days of the opening of school and updated annually.
- 2.2 In a case involving employees who have identical seniority, the employees who have the higher level of educational attainment as recognized in Appendix A shall be credited with greater seniority. In the event of identical seniority and educational attainment, the Committee, upon the recommendation of the Superintendent, reserves the right to the final determination of the employee to be laid off.
- 2.3 Whenever it is necessary to decrease the size of the teaching staff because of budgetary reasons, declining enrollment, reorganization or other emergency, the Superintendent will identify the necessary number of teachers to be laid off without pay. The termination of non-professional teacher status teachers may be made without regard to seniority.”
- 2.4 The Superintendent will not lay off any teacher with professional teacher status pursuant to a reduction in force if there is a teacher without such status and the teacher with professional teacher status is certified in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same certification as the PTS teacher. The order of layoffs for professional teacher status teachers shall be determined based on the teachers' qualifications, which shall mean job performance,

including overall ratings on teacher evaluations, and the best interests of students in the school or district. In the event that teachers' qualifications are no different from one another, a member's length of service as a teacher in the district shall serve as the tie-breaker in determining the first teacher to be laid off. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.

- 2.5 Teachers who have been terminated in accordance with this Article will have recall rights for two (2) years from the date of their layoff. No new appointments to positions vacated by professional status teachers only shall be made while there are available professional status teachers who are laid off and qualified to fill the vacancy unless such teachers fail to advise the Superintendent of their acceptance of employment (recall) within fifteen (15) days from the date of notification by the School Committee of positions available. Teachers on layoff shall have preference on the substitute list in the area of their certification. Teachers who have been laid off shall be recalled based on the teachers' qualifications as defined in Section 2.4. In the event that teachers' qualifications are no different, the more senior teacher shall be the first to be recalled. Non-professional teachers shall be entitled to recall rights under this Article only if they have been terminated or laid off for budgetary or economic reasons.

ARTICLE XXVI RIGHTS AND OBLIGATIONS OF THE SCHOOL COMMITTEE

Except where modified by provisions of this Agreement, it is agreed that the Committee, through the Superintendent of Schools and other designated administrative representatives, is vested with and retains the right to direct its employees, to hire, promote, transfer, assign, and retain employees with the Acushnet Public Schools; to suspend, demote, discharge, or take other disciplinary actions against employees for just and legal causes; to relieve teachers without professional teacher status from duty at the end of the school year for lack of work, for inefficiency, failure to show adequate professional growth, or other legitimate reasons, without the necessity of having to state them formally; to maintain the efficiency of the operations entrusted to it; to determine the method, means, and personnel by which such operations are to be conducted; and to establish curricula and take whatever action may be necessary to carry out its mission of providing a quality educational program for the children and youth of the Town of Acushnet.

The School Committee has the right to promulgate reasonable policies and regulations pertaining to the employees covered by this Agreement. It is acknowledged that this right is vested exclusively in the School Committee so long as the policies and regulations do not specifically conflict with any terms or conditions of this Agreement.

The Committee retains all rights vested in it by the General Laws of the Commonwealth of Massachusetts. Anything in this Agreement that is contrary to said rights shall be deemed null and void.

**ARTICLE XXVII
PARTTIME TEACHERS**

The following additional benefits and conditions of employment shall apply to part time teachers:

- a. Severance Pay available at the same rate as full time teachers based on accrued sick leave.
- b. Extra Duty Pay available at the same hourly rate as full time teachers.
- c. Early Retirement Incentive not available to part time teachers.
- d. Following Articles in FullTime Contract Apply:
 - (i) ARTICLE VI and VIIA Deductions and Agency Fee;
 - (ii) ARTICLE XVI Substitute Teachers;
 - (iii) ARTICLE XVII Teacher Protection;
 - (iv) ARTICLE XVIII Professional Development;
 - (v) ARTICLE XIX General;
 - (vi) ARTICLE XXVI Management Rights;
- e. Seniority Part Time teachers shall receive full year credit for seniority purposes as provided for in ARTICLE XXV, Paragraph 2.1.
- f. Longevity will be prorated for full time teachers recalled to part time positions.

**ARTICLE XXVIII
MENTORING**

- A. There shall be a mentoring and induction program for beginning teachers, or teachers who hold a Preliminary or Initial license and have not participated in an induction

program, and there shall be an orientation for all teachers new to the Acushnet Public Schools.

- B. Mentor positions will be posted in accordance with the provisions of the collective bargaining agreement. Acushnet teachers who wish to serve as mentors may apply to become a mentor by completing an application and indicating their interest in the mentor program and the background and experience they bring to the position.
- C. Only bargaining unit members trained to be a mentor can serve as a mentor. In addition, consistent with the teacher evaluation language, priority shall be given to educators who have a summative evaluation performance rating of proficient or exemplary for at least two years when seeking to become a mentor. Mentors shall receive 1 PDP per contact hour as required by the DESE for this training. In addition, mentors shall attend a minimum of three (3) meetings in a period of a year related to their duties as mentors. These meetings shall be held after school hours and shall be scheduled for no longer than one and a half (1.5) hours.
- D. Mentors shall receive a stipend of one thousand dollars (\$1,000.00) to mentor beginning teachers (see definition above) for up to one year from the date of hire and five hundred dollars (\$500.00) for the second year. Mentors shall only receive these stipends if they have fully completed their duties required as a mentor. Mentors assigned to a mentee for the first year must also be the mentor for the second year, unless otherwise approved by the Superintendent or his/her designee.

The Superintendent may assign a mentor for incoming teachers who either hold a Preliminary or Initial license and have participated in an induction program in another district, or hold a Professional or a Temporary license. Likewise, the Superintendent may also consider assigning a mentor to a teacher who has changed content areas and/or grade levels or who returns to the district after a hiatus from the classroom. The Superintendent may assign a mentor for these teachers for up to two years.

- E. The Superintendent of Schools, or his/her designee, shall act as the mentor coordinator to oversee the mentoring programs at all schools. The mentor coordinator shall coordinate mentor/mentee training and meetings, professional development activities, and problem solving, etc. for the program.
- F. All mentors and mentees may receive one (1) day per year in addition to those available under the parties' collective bargaining agreement for use to attend a conference and/or workshop on subject matters related to mentoring and/or the mentee's subject area of instruction.
- G. All mentors shall receive up to fifteen (15) Professional Development Points (PDP's) for their mentoring work for an entire year.

- H. Mentors and mentees shall receive release time once per month equivalent to no more than two (2) periods in a regular school day. Said release time shall be for the first semester of the school year only. The Administration reserves its right to coordinate release time among teachers in order to provide substitute coverage.
- I. Mentors shall be matched as closely as possible with their mentee according to grade level and discipline by a team consisting of the superintendent and the building principal.
- J. Retirees who have maintained their certification may be asked to mentor in their discipline area. Current employees will be given first consideration.
- K. Mentors shall keep a log of their meeting time with their mentee. Mentors shall meet with their mentee a minimum of twice per month. Logs shall be returned to the coordinator at the end of the second term and at the end of the year. The journal of notes on observations or other professional conversations between the mentor and mentee shall be absolutely confidential to the mentor and the mentee and at the conclusion of said school year, shall become the property of the mentee.
- L. The mentors and the mentee shall provide feedback to the Superintendent concerning their mentoring experience.
- M. Mentors and mentees shall be required to attend a one-day orientation session to be held prior to the opening of school.
- N. If the mentor and/or the mentee deem the relationship incompatible and/or ineffective, the following steps will be implemented:
 - 1. The Mentor Coordinator will be notified;
 - 2. The Mentor and the mentee will discuss the relationship with the Coordinator;
 - 3. If, after meeting with the Mentor Coordinator, it is still deemed to be an ineffective relationship, either or both parties should indicate(s) in writing to the Superintendent they wish to terminate the relationship;
 - 4. If possible, the mentor shall be assigned and the mentee will be assigned another mentor;
 - 5. If the mentor cannot be reassigned another mentee, the mentor's stipend will be prorated based on the month that the relationship was terminated.

**ARTICLE XXIX
DURATION**

This agreement inclusive of Appendices A, B and C shall be effective September 1, 2019 and remain in effect through August 31, 2022, and shall thereafter automatically renew itself for successive terms of one (1) year each unless, by November 1st prior to the expiration of the agreement year involved, either the Committee or the Association shall give the other written notice of its desire to modify or terminate this agreement.

ACUSHNET TEACHERS ASSOCIATION

ACUSHNET SCHOOL COMMITTEE

Date: _____

Date: _____

APPENDIX A

I. CREDITS

- A. Courses for certification for a teacher's certificate do not apply as an increment.
- B. Courses must be approved by the Superintendent.

II. SERVICE INCREMENTS:

Effective September 1, 2020, a service increment shall be based on an individual's total years of service as an employee of the Acushnet Public Schools.

- A. After 10 years of teaching. \$850
- B. After 15 years of teaching. \$950
- C. After 20 years of teaching. \$1,050
- D. After 25 years of teaching. \$1,150
- E. After 30 years of teaching. \$1,300

Effective September 1, 2021, a service increment shall be based on an individual's total years of service as an employee of the Acushnet Public Schools.

- A. After 10 years of teaching. \$950
- B. After 15 years of teaching. \$1,050
- C. After 20 years of teaching. \$1,150
- D. After 25 years of teaching. \$1,250
- E. After 30 years of teaching. \$1,400

Service increments shall be paid in one lump sum on the first pay period in December.

Bargaining unit members may receive up to five (5) years credit for teaching prior to working in Acushnet toward receipt of the service increment. Teaching is defined as acting in the role of a teacher or another related position that exists in the bargaining unit in a public or private school district. Work as a contractor or as a substitute does not apply.

III. ADDITIONAL SALARIES

| A. | EXTRACURRICULAR | 9/1/19 | 9/1/20 | 9/1/21 |
|----|-------------------|--------|--------|-----------|
| 1. | Intramural | | 1956 | 1995 2045 |
| | Coordinator | | | |
| 2. | Exercise Club (2) | 910 | 928 | 947 |

| | | | | |
|----|--|-----|-----|-----|
| 3. | 8th Grade Advisors | 315 | 321 | 328 |
| 4. | Yearbook Advisors | 471 | 480 | 490 |
| 5. | Drama Club Advisors | 705 | 719 | 733 |
| 6. | After School Chorus/ Concert Director | 628 | 641 | 653 |
| 7. | Art Club Advisor | 628 | 641 | 653 |
| 8. | Media Club Advisor | 628 | 641 | 653 |
| 9. | Junior National Honor Society Advisor | 946 | 965 | 984 |

| | | | | |
|-----------|--------------------|---------------|---------------|---------------|
| B. | ATHLETICS | 9/1/19 | 9/1/20 | 9/1/21 |
| 1. | Football | 1319 | 1345 | 1372 |
| 2. | Basketball (boys) | 1319 | 1345 | 1372 |
| 3. | Volleyball (boys) | 1319 | 1345 | 1372 |
| 4. | Soccer | 1319 | 1345 | 1372 |
| 5. | Soccer (girls) | 1319 | 1345 | 1372 |
| 6. | Basketball (girls) | 1319 | 1345 | 1372 |
| 7. | Volleyball (girls) | 1319 | 1345 | 1372 |
| 8. | Field Hockey | 1319 | 1345 | 1372 |

| | | | | |
|-----------|--|---------------|---------------|---------------|
| C. | OTHER | 9/1/19 | 9/1/20 | 9/1/21 |
| 1. | Guidance (Middle School Only) | 1261 | 1286 | 1312 |
| 2. | Title I Facilitator | 1574 | 1605 | 1638 |
| 3. | District English Language Learner Coordinator | 1284 | 1310 | 1337 |
| 4. | Team Leaders-Elementary-School (K, 1, 2, 3, 4, & Specialists) | 1284 | 1310 | 1337 |
| 5. | Team Leaders-Middle School (5, 6, 7, 8, & Specialists) | 1284 | 1310 | 1337 |
| 6. | Special Education Building Coordinators | 1284 | 1310 | 1337 |

All stipends in Section A and B above shall be paid at the conclusion of the activity, while all stipends in Section C shall be paid in two (2) equal installments: the first pay period in December and the first pay period in June. In order to receive payment for a stipend, a teacher shall fulfill his/her complete duties for the stipend for the school year.

All Association members may apply for and be appointed to no more than one (1) stipendiary position set forth in Section III, Sub-Sections A and B each school year, unless there are no other applicants. Final appointment decisions will be at the principal's discretion. New teachers shall be eligible to serve as an advisor to a club/team/activity in Section A and B beginning with their second full year of service.

APPENDIX B- SALARY SCHEDULES

2019-2020

| Step | B | B15 | B30 | B45 | M | M15 | M30 | M45 | CAGS |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 44,468 | 45,450 | 46,157 | 46,624 | 46,812 | 47,516 | 48,221 | 48,696 | 49,020 |
| 2 | 46,398 | 47,386 | 48,092 | 48,562 | 48,749 | 49,451 | 50,156 | 50,627 | 50,951 |
| 3 | 48,046 | 49,031 | 49,737 | 50,210 | 50,397 | 51,144 | 51,806 | 52,273 | 52,599 |
| 4 | 51,587 | 52,571 | 53,278 | 53,746 | 53,937 | 54,641 | 55,342 | 55,813 | 56,140 |
| 5 | 53,922 | 54,908 | 55,614 | 56,083 | 56,266 | 56,973 | 57,679 | 58,144 | 58,478 |
| 6 | 56,665 | 57,653 | 58,354 | 58,825 | 59,014 | 59,721 | 60,421 | 60,893 | 61,217 |
| 7 | 60,836 | 61,823 | 62,531 | 62,998 | 63,189 | 63,890 | 64,595 | 65,065 | 65,393 |
| 8 | 63,879 | 64,919 | 65,655 | 66,150 | 66,345 | 67,082 | 67,823 | 68,322 | 68,663 |
| 9 | 67,552 | 68,651 | 69,428 | 69,953 | 70,165 | 70,943 | 71,725 | 72,246 | 72,612 |
| 10 | 72,145 | 73,319 | 74,153 | 74,713 | 74,934 | 75,769 | 76,603 | 77,161 | 77,548 |
| 11 | 73,588 | 74,785 | 75,638 | 76,206 | 76,433 | 77,283 | 78,135 | 78,704 | 79,098 |

APPENDIX B- SALARY SCHEDULES

2020-2021

| Step | B | B15 | B30 | B45 | M | M15 | M30 | M45 | CAGS |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 45,357 | 46,359 | 47,080 | 47,556 | 47,748 | 48,466 | 49,185 | 49,670 | 50,000 |
| 2 | 47,326 | 48,334 | 49,054 | 49,533 | 49,724 | 50,440 | 51,159 | 51,640 | 51,970 |
| 3 | 49,007 | 50,012 | 50,732 | 51,214 | 51,405 | 52,167 | 52,842 | 53,318 | 53,651 |
| 4 | 52,619 | 53,622 | 54,344 | 54,821 | 55,016 | 55,734 | 56,449 | 56,929 | 57,263 |
| 5 | 55,000 | 56,006 | 56,726 | 57,205 | 57,391 | 58,112 | 58,833 | 59,307 | 59,648 |
| 6 | 57,798 | 58,806 | 59,521 | 60,002 | 60,194 | 60,915 | 61,629 | 62,111 | 62,441 |
| 7 | 62,053 | 63,059 | 63,782 | 64,258 | 64,453 | 65,168 | 65,887 | 66,366 | 66,701 |
| 8 | 65,157 | 66,217 | 66,968 | 67,473 | 67,672 | 68,424 | 69,179 | 69,688 | 70,036 |

| | | | | | | | | | |
|----|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 9 | 68,903 | 70,024 | 70,817 | 71,352 | 71,568 | 72,362 | 73,160 | 73,691 | 74,064 |
| 10 | 73,588 | 74,785 | 75,636 | 76,207 | 76,433 | 77,284 | 78,135 | 78,704 | 79,099 |
| 11 | 75,060 | 76,281 | 77,151 | 77,730 | 77,962 | 78,829 | 79,698 | 80,278 | 80,680 |

APPENDIX B- SALARY SCHEDULES

2021-2022

| Step | B | B15 | B30 | B45 | M | M15 | M30 | M45 | CAGS |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 46,264 | 47,286 | 48,022 | 48,507 | 48,703 | 49,435 | 50,169 | 50,663 | 51,000 |
| 2 | 48,273 | 49,301 | 50,035 | 50,524 | 50,718 | 51,449 | 52,182 | 52,673 | 53,009 |
| 3 | 49,987 | 51,012 | 51,747 | 52,238 | 52,433 | 53,210 | 53,899 | 54,384 | 54,724 |

| | | | | | | | | | |
|----|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 4 | 53,671 | 54,694 | 55,431 | 55,917 | 56,116 | 56,849 | 57,578 | 58,069 | 58,408 |
| 5 | 56,100 | 57,126 | 57,862 | 58,348 | 58,539 | 59,275 | 60,010 | 60,493 | 60,840 |
| 6 | 58,954 | 59,982 | 60,711 | 61,202 | 61,398 | 62,133 | 62,862 | 63,353 | 63,691 |
| 7 | 63,294 | 64,321 | 65,058 | 65,543 | 65,742 | 66,471 | 67,205 | 67,693 | 68,035 |
| 8 | 66,460 | 67,541 | 68,307 | 68,822 | 69,025 | 69,792 | 70,563 | 71,082 | 71,438 |
| 9 | 70,281 | 71,424 | 72,233 | 72,779 | 72,999 | 73,809 | 74,623 | 75,165 | 75,545 |
| 10 | 75,060 | 76,281 | 77,149 | 77,731 | 77,962 | 78,830 | 79,698 | 80,278 | 80,680 |
| 11 | 76,561 | 77,807 | 78,694 | 79,285 | 79,520 | 80,406 | 81,292 | 81,884 | 82,294 |

*Beginning with the 2013-2014 school year, the nurses shall move through the Master's lane on the teacher salary schedule.

Appendix C: Teacher Observation/Evaluation Plan

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1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that 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 (* indicates definition is generally based on 603 CMR 35.02)**

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical

education. In addition, this may also include special education teachers and reading specialists who teach whole classes.

- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year 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.
 - 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 include activities during the summer preceding the next school year.

- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Primary Evaluator at any one time responsible for determining performance ratings, but they may also have Secondary Evaluators who conduct observations and make recommendations to the Primary Evaluator. Secondary Evaluators do not determine the Educator's performance ratings and evaluation unless they must become the Primary Evaluator.
 - i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the Primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the Primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the Primary Evaluator will be.

- iv) **Notification:** The Educator shall be notified in writing of his/her Primary Evaluator, Supervising Evaluator, if any, as well as all Secondary Evaluators at the outset of each new evaluation cycle. The Evaluator(s) may be changed or added upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.

- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s). Observations shall normally be no less than ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. Examination of artifacts of practice and the collection of any other relevant evidence from any source that the Evaluator shares with the Educator shall not be subject to a duration provision as set forth above or the provisions set forth in the subsequent paragraph.

At the beginning of an observation, the Evaluator shall present a form to the Educator denoting the beginning time of the observation. The Educator shall initial the form confirming the start time of the observation. At the conclusion of the observation, the Evaluator shall denote the ending time of the observation and the Educator shall initial the form confirming the end time of the observation. The form used for this purpose shall be at the discretion of the Evaluator.

An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).

- U) ***Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice

significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: 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)

- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective 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
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least 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) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district 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.
 - 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.
 - 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 and Staff Feedback – see # 22-23, 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

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

5) Evaluation Cycle: Training

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

assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

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.

7) Evaluation Cycle: Self-Assessment

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

- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - 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 15-19 for more on Educator Plans.

- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #21, 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 by October 15th to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators 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 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 observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

Normally, the Evaluator’s first observation of the Educator should take place by November 15. This date may be different if an employee is hired or assigned to a different building after the start of the school year. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

- A) Unannounced Observations
 - i) Unannounced observations may be in the form of partial or full-period classroom visitations. Observations shall be conducted consistent with the definition of Observation in 2S.

- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email or through teacher evaluation software, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) A post observation conference where both educator and evaluator are present may be requested by the educator or evaluator. This request must be made no later than 5 school days after the feedback is sent to the educator. The request should be made via e-mail or through teacher evaluation software. The post observation conference must be held within 5 school days after the request is initiated. 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.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation. Observations shall be conducted consistent with the definition of Observation in 2S.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed.
 - (b) Within 5 school days of the scheduled observation, the Evaluator and Educator may meet for a pre-observation conference to discuss any specific goal(s) for the observation. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be

rescheduled with the Educator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. The Evaluator shall notify the Educator via e-mail or through teacher evaluation software of the date, time, and location of the conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Educator should take to improve his/her performance.
 - (3) Identify support and/or resources the Educator may use in his/her improvement.
 - (4) State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) By no later than January 5th, 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. The Evaluator may alter the aforementioned January 5th date with written notice provided to the Educator of a new due date.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or through teacher evaluation software, or to the Educator's school mailbox or home.
- 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) By no later than May 15th, 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. The Evaluator may alter the aforementioned May 15th date with written notice provided to the Educator of a new due date.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or teacher evaluation software, or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report 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.
- J) If the overall rating in the Formative Evaluation report is "unsatisfactory" and/or if both goals are rated "did not meet," or if the educator does not submit any evidence, then the educator will be placed on a Directed Growth Plan.

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 June 1st.
- 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 to the Educator face-to-face, by email or teacher evaluation software, or to the Educator's school mailbox or home no later than June 1st.

- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur within 10 calendar days from receipt of the written summative evaluation.
- 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 within 10 calendar days of receipt. 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 within 10 calendar days of receipt but in no event later than the last day of school, 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 1st.

- 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 include 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 Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The Primary Evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

- (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20) 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) Unless otherwise approved by the building principal and superintendent, priority shall be given to educators who have a summative evaluation performance rating of proficient or exemplary for at least two years when seeking mentor, team leader, or other teacher leader positions.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

21. 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.

a) Purpose of DDMs: To provide educators and evaluators with additional information, including but not limited to trends and patterns in student LGA, for discussion and consideration about an educator's impact on student performance.

b) Working Group: A DDM's Working Group shall be established pursuant to G.L., c. 71, §38 to identify and select DDMs from a pool of existing measures. The group will also approve or disapprove any DDMs submitted by teachers for consideration or any recommended changes that are made to already approved DDMs as is recommended by the teacher or Evaluator.

c) Composition of DDM Working Group: The Working Group will be made up of an even number of bargaining unit members and administrators. The DDM Working Group shall be co-chaired by the president of the employee bargaining unit or designee and the superintendent or designee. The recommendations will be made by majority vote of the Working Group. The superintendent must approve of the recommendation.

d) Definitions:

i) Criterion: Norm Referenced: DDM's may include but are not limited to criterion and norm referenced measures such as formative interim and unit pre-post assessments in specific subjects, assessment of growth based on performance and/or portfolios of student work judged against common scoring rubrics and mid-year or end of year course examination.

ii) Comparability: DDM's must be comparable across grade or subject level district wide and aligned with relevant curricular or other relevant Massachusetts Frameworks. DDM's must be scored using a consistent, transparent process which establishes clear parameters for: 1) educators to understand the criteria, 2) for evaluators to apply their professional judgment as to what constitutes low, moderate or high student growth and, 3) for educators and evaluators to review any significant discrepancies between student LGA and the evaluator's professional judgment as to overall performance.

iii) Ratings Definition: A rating of "high" means students have significantly more than one year's growth relative to academic peers in the grade or subject. A rating of "moderate" indicates one year's growth relative to academic peers in the grade or subject. A rating of "low" indicates significantly lower than one year's growth relative to academic peers in the grade or subject

e) Utilization:

i) To encourage the development of a reflective practice, the educator and evaluator will discuss the nature and range of the educator's impact rating during goal setting. The evaluator or educator may meet to discuss the

nature and range of the educator's impact rating during the formative and summative rating upon request. The evaluator's final judgment as to whether an educator has a low, moderate, or high impact on student LGA, as such impact is defined above and by reference to DESE standards, will occur at the summative phase. The educator will have an opportunity to provide to the evaluator a self-assessment in relation to information from DDM's, trends and patterns. In addition, the educator or evaluator may meet to discuss the information available from DDM's and from trends and patterns in student LGA.

ii) DDM results from students who were not present for instruction or education services for at least 80 percent (eighty percent) of the allotted instructional or service time shall not be used in the determination of an educator's impact on student growth.

iii) The discussion between the educator and the evaluator may result in recommended modifications to an educator's practices or methods.

iv) An educator's impact on student LGA is one piece of evidence to be considered in the formulation of an educator's plan, and is an element of the educator's overall/summative rating as required by 603 CMR 35.07. A summative rating is fundamentally derived from classroom observation and evidence of practice across the four Board of Education approved standards or other standards subsequently adopted by the Board. Evidence and the evaluator's professional judgment shall inform the overall rating and the impact rating, which are separate and distinct ratings. The impact rating, however, shall not be the primary factor utilized by the evaluator in the summative portion of the evaluation process, as the sole basis for personnel decisions, or by either party in any statutory or contractual dispute involving personnel decisions or the evaluation article of the contract. The impact rating shall be considered in determining the nature and length of an educator plan per 603 CMR 35.06(7).

f) **Dispute resolution:**

If the Evaluation Working Group cannot reach consensus on approval or disapproval of DDMs submitted for consideration, the Superintendent, pursuant to the prior authorization of the school committee, or the employee collective bargaining representative, may request an expedited final binding interest arbitration process pursuant to G.L., c. 71, §38 to resolve an impasse concerning the performance standards for teachers and other school personnel. If the impasse concerns the procedures for conducting such evaluations the parties may jointly agree to submit such matters to the arbitrator for resolution in the same manner as the performance standards are resolved (c. 71, §38).

22. Identifying Student Feedback

The Evaluation Working Group shall identify and select methods of student feedback for the purpose of educator evaluation. The group will also approve or disapprove any methods of student feedback for the purpose of educator evaluation submitted by teachers for consideration or any recommended changes

that are made to already approved methods of student feedback as is recommended by the teacher or Evaluator.

The Evaluation Working Group shall be made up by the same members that serve on the DDM Working Group. The composition of the group, the process of recommendation, and the dispute resolution for student feedback in educator evaluation shall be the same for DDMs and the DDM Working Group as noted in #21.

23. Using Staff feedback Results in Educator Evaluation

Specialty teachers who educate more than forty (40) students and multiple grade levels shall seek feedback from at least twenty-five percent (25%) of their students using at least half of the grade levels served. Non-specialty teachers who educate more than forty (40) students shall seek feedback from at least fifty percent (50%) of their students. Non-specialty and specialty teachers who educate forty (40) or less students shall seek feedback from all of their students. Support personnel, such as guidance counselors and nurses shall obtain feedback from at least twenty (20) students.

Student feedback shall be collected within four weeks of the end of the school year in which the Educator receives his/her summative evaluation or in the last four weeks of a part-year course in that same school year. If possible, the Educator is responsible for administering the feedback instrument to students in grades PK-2, while, if possible, another staff member (another teacher, paraprofessional, etc.) should proctor the feedback instrument for Educators whose students are in grades three or higher. The Educator will maintain the original, completed student feedback instruments. Originals may be requested by the Evaluator.

The student feedback results shall be used formatively by the bargaining unit member in order to inform his/her self-assessment and for creating his/her goals. The bargaining unit member shall bring the student feedback results to the Education Plan Development Meeting (see #8C) in order to share the feedback with his/her evaluator and to help develop the Educator Plan.

The parties agree that staff feedback shall be submitted in the evaluation of each administrator. The instruments used to collect staff feedback shall include safeguards necessary to protect staff confidentiality.

24. Transition from Existing Evaluation System

- A) The parties agree that to address the workload issue of evaluators, during the first evaluation cycle under this agreement in every school or department, the educators who will be on a 2-year Self-directed Growth Plan shall be those educators with professional teacher status who were evaluated in the prior school year. Those educators with PTS not

evaluated in the prior school year shall be evaluated under the former evaluation procedures, except if there are less than fifty percent of these educators with PTS who will be on a 2-year Self-directed Growth Plan. If this is the case, then a number of educators with PTS not evaluated under the prior school year shall be chosen out of a hat in order to bring this number to at least fifty percent.

All educators with PTS who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-directed Growth or Improvement Plans at the sole discretion of the Superintendent. Educators on the latter plan shall not be included in the calculation as set forth above.

Teachers without PTS shall be placed on Developing Educator Plans.

No educators shall be evaluated using the former evaluation system after the 2012-2013 school year.

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

25. General Provisions

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

- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures for the first three (3) school years following the adoption of the new teacher evaluation contract language, and recommend modifications and adjustments to the Committee and the Association. Upon such recommendations being made, the bargaining teams of the Committee and the Association shall meet to consider and negotiate concerning the recommendations of the joint labor-management evaluation team. Should such negotiations take place, they shall focus solely on the provisions of Article X (Teacher Evaluation) of this Agreement.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.
- G) The parties agree to the use of teacher evaluation software, Baseline Edge or its equivalent, in order to help facilitate the teacher evaluation process. All observations, plans, forms, and the evaluator's collection of evidence may be conducted through the use of teacher evaluation software, Baseline Edge or its equivalent. By October 1st or within four weeks of the start of their employment at the school, bargaining unit members must notify the Primary Evaluator whether they will be using a binder or Baseline Edge or its equivalent to collect evidence. Bargaining unit members must either use one method of evidence collection or the other.
- H) If a bargaining unit member with PTS is out on leave for more than sixty (60) school days in a given school year, the Evaluator may choose not to count that school year towards the completion of the evaluation cycle. For example, if a teacher on a Self-Directed Growth Plan goes on maternity leave midway through the second school year of the plan and returns to work the following school year, and works for this entire school year, then the Evaluator may determine that the full school year would count as the second year in this teacher's evaluation cycle. In addition, the goals of this teacher may need to be adjusted before beginning the second full year of the evaluation cycle.

