

AGREEMENT  
BETWEEN THE  
BELCHERTOWN SCHOOL COMMITTEE  
AND THE  
BELCHERTOWN EDUCATION ASSOCIATION  
UNIT A

JULY 1, 2019 – JUNE 30, 2022

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## **BELCHERTOWN EDUCATION ASSOCIATION AGREEMENT**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made 12<sup>th</sup> day of May, 2020, by the SCHOOL COMMITTEE OF THE TOWN OF BELCHERTOWN (hereinafter sometimes referred to as the Committee) and the BELCHERTOWN EDUCATION ASSOCIATION (hereinafter sometimes referred to as the Association).

### **PREAMBLE**

This Agreement entered into by the School Committee of the Town of Belchertown (herein sometimes referred to as the Committee) and the Belchertown Education Association (herein sometimes referred to as the Association), has as its purpose the promotion of harmonious relations between the Committee and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

### **ARTICLE 1** **RECOGNITION**

**1.01** For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees excluding the Superintendent, the Associate Superintendent, Principals, Assistant Principals, Director of Guidance, Assistant Director of Guidance, Director of Special Education and Pupil Personnel Services, Nurse Leader, and Director of Teaching and Learning, and all managerial, confidential and casual employees, and all other employees of the District.

### **ARTICLE 2** **GRIEVANCE PROCEDURE**

**2.01** Definition - Any claim by the Association or a teacher that there is or has been a violation, misinterpretation, or misapplication of the terms of this contract or violation of the Rules and Regulations of the School Committee which involves the conditions of employment of an employee.

**2.02** Time Limits - All time limits herein shall consist of working days when schools are in session except that when a grievance is submitted on or after June first, time limits shall consist of all week days so that a matter may be resolved before the close of the school year or as soon as possible thereafter. The teacher or teachers aggrieved shall present the grievance within fifteen (15) days of the occurrence or within fifteen (15) days of the date of knowledge of the occurrence which gives rise to the grievance.

**2.03** Association Representation - Upon selection and certification by the Association, the School Committee shall recognize the Association's Professional Rights and Responsibilities (PR&R) Committee. The PR&R Committee shall consist of seven (7) members. A list of the members of that committee will be presented to the Central Office within the first three weeks of the start of the academic year. At least one representative of the Association's Professional Rights and Responsibilities Committee and/or the President shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this contract, and further, that no teacher shall be required to discuss any grievance except in the meetings provided below and where his/her representative is present.

**2.04** Procedures - The parties acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through informal communications. When requested by either party, the grievance representative may assist in this resolution. However, should such informal discussions fail to satisfy the supervisor and the teacher, then a grievance may be processed at Step 1.

Step 1 Within ten (10) working days of the informal discussion with his/her Principal, the employee may present the grievance in writing to the Principal who will arrange a meeting within ten (10) working days. A representative of the Association Professional Rights and Responsibilities Committee, the Principal, and the aggrieved teacher shall be present for the meeting. The Principal must provide the aggrieved teacher and the Association with a written answer to the grievance within ten (10) working days after the meeting.

Step 2 If the grievance is not resolved at Step 1, the aggrieved employee may, within ten (10) working days, appeal in writing to the Superintendent, who shall have ten (10) working days to hold a meeting and ten (10) working days to reply in writing after the meeting.

Step 3 If the grievance is not resolved at Step 2, the aggrieved may within ten (10) working days, appeal in writing to the School Committee and such writing shall set forth specifically the act or condition on which the grievance was based in Step 1 and the grounds upon which the appeal is based. The School Committee shall meet with the teacher, a representative of the Association Professional Rights and Responsibilities Committee within ten (10) working days of the receipt by the School Committee of such appeal and shall give its decision in writing to the teacher and the Association within ten (10) working days of such meeting.

**2.05** Arbitration - If the grievance is not satisfactorily resolved at Step 3, the Association may invoke arbitration by filing with the Superintendent a written demand for arbitration setting forth the nature of the dispute, the controlling contract provisions, and the remedy sought. The AAA Demand for Arbitration form may be used for this purpose. Within ten (10) days

the parties shall mutually select an arbitrator; if the parties are unable to agree, the Association shall submit its demand to the American Arbitration Association for selection of an arbitrator in accordance with its rules. The written demand to the Superintendent must be received not later than thirty (30) days following receipt of the written decision at Step 3. In the event that the grievance is not submitted for arbitration within the said period of thirty (30) days, the grievance shall be deemed withdrawn. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days from the date of closing of the hearings or, if oral hearings have been waived, from the date of submission to him/her of the final statement and briefs. The arbitrator's award shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power or authority to make any award which requires the commission of act prohibited by law or which is inconsistent with the provisions of the contract. The decision of the arbitrator shall be binding upon the School Committee, the Association, and the aggrieved teacher during the life of this contract. The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific clause in the agreement which is at issue. Each party shall bear the full costs for its representation in the arbitration. Fees and expenses of the arbitrator shall be shared equally by the School Committee and the Association.

## 2.06 General Provisions

- A. All written communications, documents, and records relating to any grievance will be filed separately from the personnel files of the applicants.
- B. Conferences with teachers necessary for processing grievances shall be scheduled so that they do not interfere with the duties and responsibilities of the teachers.

## ARTICLE 3 MANAGEMENT RIGHTS

3.01 The parties agree that the operation of the School Department of the Town of Belchertown, the supervision of its employees and of their work are the rights of the Committee alone acting through its Superintendent. Accordingly, subject to the express, specific provisions of this Agreement, the following rights are reserved to management: the making of reasonable rules to assure orderly and effective work schedules; the determination of what and where duties will be performed; the determination of employee competency; the hiring, transfer, promotion, and layoff of employees; the discharge, demotion, or other discipline of employees for just cause without discrimination and in accordance with the laws of the Commonwealth of Massachusetts; and the right to inform employees concerning employment matters.

As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be

granted by law and shall exercise the same without such exercise being made the subject of grievance or arbitration.

#### ARTICLE 4 ASSOCIATION PRIVILEGES

- 4.01** Before the opening of and after the close of school and during lunch time on school days, the Association shall have the right to use designated areas in school buildings for meetings of teachers in school buildings for meetings of teachers provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Committee Rules and Regulations provided, however, that there shall be no cost to the Association for such meetings so long as no overtime, custodial cost to the School Committee is involved.
- 4.02** The Association may distribute materials dealing with proper and legitimate business of the Association through teachers' mailboxes.
- 4.03** The Association shall be provided a bulletin board at least nine (9) square feet for the purpose of posting materials dealing with the proper and legitimate business of the Association. Such space shall be provided in each school for the unrestricted use of the Association. Such boards shall be placed in a well-lighted area and identified with the name of the Association.
- 4.04** The Superintendent or his/her designee shall comply with any reasonable request by the Association for available information, excluding confidential personnel records, which is in the possession of the Superintendent or his/her designee and which is relevant to the processing of any grievance by the Association of any condition of employment.
- 4.05.1** Any teacher covered by this contract and elected president of the National Educational Association, president of its Department of Classroom Teachers or president of the Massachusetts Teachers' Association shall, upon written request of the Superintendent by the teacher and the Association, be granted an unpaid leave of absence not to exceed two (2) years in duration for the purpose of discharging the duties of such office. An unpaid leave of absence shall be granted for every school year to one (1) teacher for the purpose of providing full-time assistance to the Association in discharging its duties as the exclusive collective bargaining representative of the teachers covered by this contract. All time spent on every such leave shall be counted as time in the employ of the Belchertown Public Schools for all purposes provided, however, that no additional sick leave shall be accumulated during said leave. Upon his/her return, the teacher shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- 4.06** No teacher shall engage in any Association activities during the time he/she is assigned to teaching duties.

**4.07** Names and addresses of newly hired teachers shall be provided to the Association following their appointment by the Superintendent.

**4.08.1** The President of the Association will be relieved of all non-teaching duties. Seven days per year may be used by the President or her/his designee to conduct Association business. These days may be used in minimum of half days. This language establishes no precedent as to the parties' interpretation of non-teaching duties or any other provision of the contract.

**4.09** Agency Fee: The agency fee has been determined to be illegal by the Supreme Court. Therefore, this Article is no longer effective and shall not be enforced. However, the parties agree that if the caselaw changes in regard to agency fees, the parties will meet to negotiate language that complies with the changes. The Committee agrees to require, during the term of this Agreement, as a condition of continued employment, that every employee covered by this Agreement, except those employees who are certified to the Committee by the Association, as of the thirtieth (30<sup>th</sup>) day of such employment or the thirtieth (30<sup>th</sup>) day after the effective date of this Agreement provision, whichever is later, pay to the Belchertown Teachers Association an agency service fee or authorize in accordance with G.L., C 150E, Section 12, the payroll deduction in equal installments of an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as determined by the Association but in no instance greater than the annual dues of the Association and which amount shall be certified annually to the Committee by the Association. The Committee further agrees to certify to the municipal treasurer the amount of such agency service fee and the employee authorization of the deduction of same in accordance with G.L., C 180, Section 17G. It is specifically understood and agreed that the Town of Belchertown, the Belchertown School Committee, and its Officers and Agents shall be saved harmless for such deductions under those circumstances as provided by General Laws, Chapter 180, Section 17G. For the purpose of this clause, the term "harmless" is defined as: "any monies once transmitted by the Town of Belchertown, the Belchertown School Committee, and its Officer and Agents, to the Belchertown Teachers Association; the Town of Belchertown, the Belchertown School Committee and its Officers and Agents are no longer responsible for same."

**4.10** No member shall be discriminated against based upon the member's Association activities.

## **ARTICLE 5** **NO STRIKE**

**5.01** It is agreed by the parties that during the term of this Agreement or any renewal thereof, there shall be no strike, lockouts, stoppages of work, or slowdowns.

**ARTICLE 6**  
**NON-DISCRIMINATION**

- 6.01** In accordance with applicable Federal and State laws, the Committee and the Association agree not to discriminate against any employee covered by this Agreement on the basis of age, sex, gender identity, pregnancy or pregnancy related condition, race, religion, color, creed, sexual orientation, physical disability, or national origin.
- 6.02** The Committee further agrees that it will not discriminate against any employee for Association membership or Association activity or for adhering to any lawful provision of this Agreement.
- 6.03** The Association agrees that it will fairly represent all persons covered by this Agreement in matters related to the contract.

**ARTICLE 7**  
**STABILITY OF AGREEMENT**

- 7.01** Subject to the provisions of this contract, the wages, hours, and other conditions of employment as applicable to current School Policies and Procedures in effect of the date of this contract shall continue to be so applicable and shall apply to employees covered by this contract.
- 7.02** This contract constitutes School Committee Policy for the term of said contract, and the School Committee shall carry out the commitments contained herein and give them full force and effect as School Committee Policy. The School Committee shall amend its regulations and take such other actions as may be necessary in order to give full force and effect to the provisions of this contract.
- 7.03** The District and the Association for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Nothing in this section shall be construed to relieve either party of any mid-term bargaining obligations under M.G.L. c. 150E nor shall it prevent the parties from bargaining over issues during the term of this Agreement by mutual agreement. Any agreement by mid-term bargaining obligations under M.G.L. c. 150E or by mutual agreement shall be reduced to writing.
- 7.04** The waiver or any breach of the terms or conditions of the Agreement by either party, shall not constitute a precedent in the future enforcement of the terms of this agreement.
- 7.05** Should any provision of this agreement be found to be invalid by operation of law or by a court of competent jurisdiction, all other provisions of this agreement shall remain in effect.



**ARTICLE 8**  
**CONDITIONS OF EMPLOYMENT**

- 8.01** Each teacher shall have a desk, a chair, and a space (e.g. closet, file cabinet, desk) with lock and key in which he/she may safely store instructional materials and supplies and which he /she may use exclusively.
- 8.02** Official bulletins will be provided to teachers electronically.
- 8.03** Acceptance of a teacher trainee shall be voluntary. Advance notice of the assignments of a trainee will be provided. The trainee's duties shall be determined cooperatively by the critic teacher, the principal, and the trainee's college. No teacher shall accept more than one teacher trainee per school year.
- 8.04** Teachers shall be assigned the responsibility of bus duty (AM and PM) and corridor duty under the following conditions:
- A. All non-homeroom teachers, including department heads, shall share these assignments on an equitable basis.
  - B. The maximum number of teachers to be assigned shall be five (5) at CSS, ten (10) each at SRE and CHCS, and two (2) each at JBMS and BHS.
  - C. The Principal may increase the numbers of those assigned to duty when in the Principal's judgement emergency conditions so require.
- 8.05** Lunch duty will be strictly voluntary for teachers.
- 8.06** At those times when substitutes are not available or become unavailable, a regular teacher who serves as a substitute during his/her normal preparation period will be paid thirty dollars (\$30.00) for each regular class period and thirty-five (\$35) if the class extends beyond a regular class period. In determining who covers the class, reasonable efforts will be made to find a volunteer. If no volunteer is available and the class requires immediate coverage, a teacher may be assigned.
- 8.07** Teachers shall be allowed to leave the buildings during their preparation time as long as permission is obtained from the Principal or his/her designee.
- 8.08** Specific to High School
- 1. High school teachers will teach five (5) periods and have one (1) preparation period daily when scheduling permits. In no case will schedules provide for less than five (5) preparation periods per week. High school teachers may be assigned supervision of classroom-size or smaller student study activities (such as: language labs, computer labs, science labs, and extra help if requested by a student). No such

assignment shall be made during preparation periods or duty free lunch periods as guaranteed herein. A teacher may voluntarily assume responsibility for teaching a sixth (6<sup>th</sup>) classroom course. High school teachers will have a duty-free lunch period each day of at least twenty (20) minutes.

2. Teachers shall be assigned office detention under the following conditions:
  - a. Office detention shall conclude no more than one (1) hour after dismissal of students.
  - b. Such assignments shall be rotated equitably among all teachers on an annual basis. In this regard, scheduling of such assignments shall be at such times as to avoid a conflict with other responsibilities, e.g. coaching.
  - c. Teachers may swap assignments to accommodate unforeseen personal or professional needs upon prior notice to the building principal and assistant principal.
3. The chair of the High School Guidance Department shall work an additional five (5) days before the beginning of the school year, five (5) days after the end of the school year, and ten (10) other days to be chosen by mutual agreement between the chair and the principal. The chair shall be paid per diem for the twenty (20) days based on his/her salary.
4. All faculty members maintain discipline within the halls during all passing periods and will check appropriate lavatories.

#### 8.09 Specific to Middle School:

##### A. Preparation Periods

Middle School teachers will teach five (5) periods and have one (1) preparation period daily when scheduling permits. In no case will schedules provide for less than five (5) preparation periods per week. Middle school teachers may be assigned supervision of classroom-size or small group student study activities. No such assignment shall be made during preparation periods or duty free lunch periods as guaranteed herein. A teacher may voluntarily assume responsibility for teaching a sixth (6<sup>th</sup>) classroom course. It is also understood that team teachers will have one (1) additional preparation period per week where they will meet together as a team. Administrators may also use this time with the team to forward district or school initiatives. Any additional available periods may involve and be used for individual preparation by teachers, meetings with parents and students, attendance at CORE/Team meetings, grade level meetings (middle school), and the like. Middle school teachers will have a duty-free lunch period each day of thirty (30) minutes.

B. Hall Duty

All faculty members maintain discipline within the halls during all passing periods and will check appropriate lavatories.

C. Teachers shall be assigned office detention under the following conditions:

1. Office detention shall conclude no more than one (1) hour after the dismissal of students.
2. Such assignments shall be rotated equitably among all teachers on an annual basis. In this regard, scheduling of such assignments shall be at such times as to avoid a conflict with other responsibilities (e.g., coaching).
3. Teachers may swap assignments to accommodate unforeseen personal or professional needs upon prior notice to the building principal and assistant principal.

**8.10** Specific to Primary/Elementary Schools

- A. A reasonable effort will be made to hire substitutes for art, music, and physical education at the primary/elementary level.
- B. Primary/elementary teachers will have four (4) preparation periods per week when classes are covered by art, music, or physical education specialists, except in emergency situations.
- C. Students will have a 30-minute recess daily. Two recess periods per month will be used for team time which may be led by an administrator. Teachers may use remaining recess periods to fulfill professional responsibilities, and will not be assigned duties except in an emergency.
- D. Primary/elementary teachers will have a duty-free lunch period of at least thirty (30) minutes.

- 8.11** The School Committee and the Association agree that a teacher's primary function is to teach. Therefore:
- A. To the extent possible, every effort will be made to limit class interruptions.
  - B. The principal shall decide whether and when pupils may be released or taken from class to provide special approved instruction, or to engage in athletic contests, extracurricular activities and the like.
  - C. Teachers shall not be required to assume any office duties in the event of absence of office personnel.

**ARTICLE 9**  
**WORK DAY/WORK YEAR**

- 9.01** Effective July 1, 2020, the work year for teachers shall consist of one hundred eighty (180) days that students are required to be in school, plus two (2) days before the opening of school in September and one (1) Professional Day which will be scheduled during the school year and which teachers are required to attend. Teachers will be provided three and one-half hours on the second half of one (1) of the first two (2) days of work before the opening of school to prepare their classroom.

Student Days:	180
New Teacher Days:	184
Current Teacher Days:	183

The Association Treasurer will be provided with thirty (30) minutes of time to meet with new teachers on one of the new teacher orientation days. In addition, the Association will be provided with thirty (30) minutes of time to meet with bargaining unit members at the beginning of the work day on one of the non-student days at the beginning of the school year.

- 9.02** The one hundred eighty (180) student days will be full days except the last day, which shall be a half day for students. Teachers will use the rest of that day to close out for the year.
- 9.03** The workday for teachers will be seven (7) hours in length, from 7:30 a.m. to 2:30 p.m. for the high school and middle school, and 8:30 a.m. to 3:30 p.m. for Cold Spring, Chestnut Hill and Swift River Elementary. Teachers may leave after the completion of their duties following student dismissal on Fridays and all days immediately preceding a holiday. Variations to the starting and ending time may occur for individual teachers upon agreement between the Principal and the Association President, as long as the total work day continues to consist of seven (7) hours.
- 9.04** Guidance counselors and 504 Coordinator will be paid their salary at a per diem rate for

ten (10) days in addition to the contractual work year. The dates of those additional work days will be determined by agreement between the principal and the employee.

- 9.05** A. Teachers will be required to attend fifteen (15) after school meetings. These meetings may be used for curriculum implementation/review, professional development, and faculty meetings. Such a reduction will not prevent school principals from scheduling voluntary after school faculty meetings, in addition to required faculty meetings, for which faculty shall be responsible for all information presented. Principals shall disseminate information presented at voluntary faculty meetings in written form. The meetings for high school and middle school teachers shall not extend beyond 4 P.M. and, for primary and elementary school teachers, not beyond 5 P.M. Teachers who are enrolled in post graduate courses for credits which are compensatory under the teachers' salary schedule shall be excused from attendance at after school teachers' meetings held at the same time, provided that; (1) they give notice to the principal of the course, day and time, and (2) they endeavor to ascertain from the principal all essential information conveyed at the teachers' meetings. No teacher shall be required to attend a teachers' meeting on a day which falls within a customary vacation period.
- B. Teachers will be required to attend three (3) evening meetings per year as follows:
- High School: Two (2) events to meet the public and one (1) chaperone activity as approved by the principal.
- Middle School: Two (2) events to meet the public and one (1) chaperone activity as approved by the principal.
- Primary /Elementary: One (1) Open House and two (2) parent conference nights, plus additional evening or after-school meetings for parent conferences if the teacher (a) has elected to receive the substitute's pay in lieu of using a substitute to provide coverage to permit one day of parent conferences during the regular school day and (b) has demonstrated that she/he can fulfill the need for parent conferences without using the substitute for class coverage.
- 9.06** Nurses shall be compensated at a per diem rate for at least six (6) days beyond the normal work year. The District will work with the nurses to assess the need for additional summer work on a case by case and building by building basis, which may result in nurses being compensated at a per diem rate for up to two (2) additional days. These two (2) potential additional days are at the sole discretion of administration.

**ARTICLE 10**  
**TEACHER TRANSFERS AND ASSIGNMENTS**

**10.01** Assignment

- A. Not later than the close of school, each teacher shall be notified in writing of any changes in the subject area of his/her program for the ensuing year, including the school to which he/she will be assigned, the grades and/or the subjects that he/she will teach, and any special or unusual classes or assignments that he/she will have, provided that in the event of a change in circumstances or conditions during the months of May through September (e.g., death, resignation, leave of absence, unanticipated change in enrollment), such assignments may be changed as required to meet the situation. The teacher affected shall be sent immediate notice when the change is made.

**10.02** Transfers or Reassignments - Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the office of the Superintendent not later than March 1. Such statement shall include the grade and/or the subject to which the teacher desires to be assigned and/or the school or schools (in order of preference, if the teacher has preferences) to which he/she desires to be transferred.

**10.02.1** When necessary, teachers may be reassigned within a school by the principal, subject to review and approval by the Superintendent. Additionally, when necessary, teachers may be transferred between schools by the Superintendent to a comparable position for which that teacher is licensed and qualified.

Such reassignment or transfer will be made only after a meeting between the teacher and the Superintendent or designee, at which time the teacher will be notified of the reasons for the transfer.

In the event that a teacher objects to the reassignment or transfer at this meeting, upon the written request of the teacher, the Association will be notified and the Superintendent will meet with the Association's representatives to discuss the transfer; provided, however, that the transfer will be subject to the grievance procedure but the decision of the Committee will be final, except for bad faith.

**10.03** Posting of Vacancies

- A. On or before September 15 of each school year, the administration shall post a list of known vacancies (assignment and location).
- B. On or before May 1 the administration will post all known vacancies. Whenever possible, vacancies will be filled before the close of the school year.
- C. Whenever a vacancy in a professional position occurs during the school year (September to June), it will be publicized by the Superintendent by means of a

notice placed on the Association bulletin board in every school at least two (2) weeks before the position is to be filled.

- D. The name of the person appointed will be posted in each faculty room within five (5) school days of the appointment. Appointments will be made without regard to race, creed, color, religion, nationality, gender, gender identity, disability, pregnancy, pregnancy related condition, age, sexual preference, or marital status.

## ARTICLE 11 REDUCTION IN FORCE

**11.01** The District retains the right to reduce the number of teachers on its staff in accordance with G.L. c. 71, §42. A decision to reduce or to layoff teachers pursuant to reductions in force and reorganization resulting from declining enrollment or budgetary reasons shall not be subject to arbitration.

**11.02** In the case of any layoff or reorganization, the teachers retained shall be those best qualified for the positions that remain.

- A. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. Nor shall a teacher with professional status be laid off pursuant to a reduction in force or reorganization if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified.
- B. As between teachers with professional status who are properly licensed for a position that remains after a reduction or reorganization, layoff decisions shall be based upon qualifications. Primary qualifications are indicators of performance as defined herein, and the best interest of students. Qualifications shall also include, professional training and other active and inactive licenses held. Seniority, as defined below, shall be considered as a tie-breaker among teachers whose qualifications are no different using the criteria in this Article. A teacher licensed prior to the 1993 Education Reform Law, who under the provisions of that law was grandfathered from the requirement of obtaining a Master's degree and who has not subsequently obtained a Master's degree, shall be considered as having the equivalent of a Master's degree for the purposes of this article, provided that the teacher has participated in all required professional development while employed by the District.
- C. Indicators of performance shall include: ratings from performance evaluations conducted consistently with G.L. c. 71 §38, except that no distinction shall be made between evaluations where teachers meet or exceed acceptable performance standards defined by DESE as proficient and exemplary; and disciplinary history (to include any reprimand in the last five (5) years, or any suspension in the last ten (10) years).

- 11.03** For purposes of this Article, seniority shall mean the length of continuous service to the District in the Unit A bargaining unit, beginning with the first day for which compensation was received, including any periods of authorized leave of absence (note: bargaining unit members hired prior to July 1, 2019 shall maintain their length of service based upon service to the District even if said service was not within Unit A). In the event that two or more employees' first day of compensation is identical, then a lottery will be held at the time of employment to determine the employees' placement on the seniority list.
- 11.04** Any teacher who is determined to be excess in a particular subject area and who is qualified, as defined in M.G.L. c. 71 §42, to teach in another subject area may displace a person in that other area subject to the criteria in paragraph B.
- 11.05** Teachers who have been laid off under this Article shall have recall rights for two (2) years following the effective date of the layoff. Teachers with recall rights shall be offered vacant positions for which they are qualified in accordance with paragraph B. Teachers with recall rights may decline recall to temporary or substitute positions and still maintain said rights for the remainder of the aforementioned time period, but will forfeit such rights if they decline recall to a permanent vacancy that is available prior to the beginning of a school year.
- 11.06** If a teacher is recalled under this Article, such teacher shall have restored all of the benefits to which he/she entitled prior to the layoff including any accumulated sick leave, seniority, and professional teacher status. A recalled teacher shall be placed on the Salary Schedule at the step the teacher would be entitled to pursuant to 16.05G.

## **ARTICLE 12** **EMPLOYEE EVALUATION**

Evaluations shall be conducted in accordance with applicable law as detailed in the Evaluation procedures Appendix to this agreement.

## **ARTICLE 13** **PROTECTION OF TEACHERS**

### **13.01** Assaults

- A. Principals and teachers shall be required to report any case of assault on teachers in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report and shall report this information to the School Committee.
1. The alleged assault will be promptly investigated by the principal and Superintendent.



2. If the assault is by a person who is not a pupil, the School Department shall promptly report the incident to the proper law enforcement authorities.
3. In either case (pupil or non-pupil) the School Department will render all reasonable aid to the teacher in connection with handling of the incident by law enforcement, legal, and medical authorities.

B. Workers' Compensation

1. An employee covered by this agreement who is eligible for Workers' Compensation under Massachusetts General Laws 152 will have the option of receiving:
  - (a) Workers' Compensation only, or
  - (b) Workers' Compensation plus that portion of his/her sick leave accrued as of the date the leave commences which, when added to Workers' Compensation, equals 100% of his/her salary. The employee must have accumulated sick leave to choose option (b).
2. The affected employee shall make either/or choice in writing at the beginning of the leave which will be followed for the duration of the leave.
3. In the event an employee's sick leave entitlement is exhausted, the benefit of the sick leave addition will cease.
4. It will not be permissible for an employee to receive more than 100% of his/her normal pay under the employee's current contractual wage scale.

C. The School Committee shall reimburse a teacher for:

1. Any clothing or other personal property damaged or destroyed as a result of an assault suffered in the course of his/her employment; and
2. The cost of any medical, surgical, or hospital services (over and above the amount of any insurance reimbursement and Workers' Compensation received by said teacher) incurred as the result of any assault suffered in the course of his/her employment.

13.02 Indemnification

- A. So far as permitted by Chapter 41, Section 100C of the General Laws of the Commonwealth as amended by Chapter 513 of the Acts of 1964, the School Committee shall provide indemnification whenever any teacher shall become eligible therefor.

**13.03** Teacher's Rights

- A. No teacher will be disciplined, reduced in pay or rank, discharged or denied a benefit without just cause.
- B. No teacher shall be required to transport a pupil in his/her private automobile without prior arrangement and proper compensation. Teachers receiving mileage reimbursement or payments in lieu of direct mileage compensation may be asked to transport pupils on special occasions.
- C. Disciplinary Interviews - Any teacher who requests that an Association representative be present at an investigator interview should be allowed to have such representation if the teacher reasonably believes that he or she will be subject to disciplinary action.

**ARTICLE 14**  
**TEMPORARY LEAVES OF ABSENCE**

**14.01** Sick Leave - A teacher shall be entitled to up to fifteen (15) days per year without loss of pay. The Superintendent or his/her administrative designee, upon request, will be furnished with a doctor's certificate for any absence of more than three (3) consecutive days and for any habitual absence immediately preceding or following a "weekend", or school recess or vacation period. These periods shall include the Thanksgiving recess, the December recess, and the February and April vacations. Sick leave days may be accumulated without limit. Said absence shall be the result of personal illness or illness in the immediate family, that is spouse, parent, child or permanent resident living within the employee's household. The Superintendent may require proof of residency. Absence for other cause shall result in the standard deduction except as the Committee may vote otherwise. The sick leave of any person in the employ of the School Committee will terminate upon the day of death of said person. First year teachers in the Belchertown School System will earn leave at the rate of one and one-half days per month beginning September 1 and ending June 30. After this first year, sick leave will be handled in the normal manner. First year teachers will be paid for sick leave only to the extent of their accumulation; however, the teacher who is not paid for such time at the time of his/her illness will be paid for such time at the end of the school year providing the sick leave has been earned.

- A. Sick Leave Bank
  - 1. Sick Leave Bank Committee;
    - a. The Committee will consist of two (2) members appointed by the Association, two (2) appointed by the Superintendent, and one (1) member selected jointly.
    - b. Decisions of the Sick Bank Committee shall not be subject to the grievance procedure.

- c. No payment from the Sick Bank shall be made except on a regular warrant approved by the School Committee.
  - d. Copies of requests to use the sick bank and responses will be sent through the Superintendent's Office to the teacher involved, the School Committee, the B.T.A. President, and the Town Accountant.
2. If a member of the Sick Leave Bank uses all of his/her sick day for just cause, he/she may have additional sick leave days from the Sick Leave Bank for legitimate reasons until such time as he/she accrues more sick leave days of his/her own or exceeds the limits defined below.
  - a. Each employee covered by this contract may become a member of the Sick Leave Bank by donating one (1) sick leave day to the Bank by October 15 of any school year, or within forty-five (45) days of his/her employment by the School Committee, whichever is later. Each member of the Sick Leave Bank will also agree to donate one (1) additional day at the beginning of each school year hereafter plus any days assessed by the Sick Leave Bank Committee. A member may withdraw from the Bank for a subsequent school year by giving written notice to the Sick Leave Bank Committee and the School Committee by September 15 of the school year during which he/she no longer desires membership.
  - b. Each member of the Sick Leave Bank may receive up to twenty-five (25) days of sick leave from the Bank per school year on approval of the Sick Leave Bank Committee. Additional days of sick leave from the Bank may be granted by a majority vote of the membership of the Sick Leave Bank. If it is not feasible to receive this approval or vote prior to a member's absence, the School Committee may withhold the salary of the teacher for the days in question until such time as a decision has been made. If the Sick Leave Bank Committee approves, the days shall be deducted from the Bank's total and the teacher shall be paid his/her salary in full for the days in question.
  - c. If the number of sick leave days in the Bank are depleted below two hundred (200) days, one (1) additional day for the Bank may be assessed each member.
  - d. If the sick leave days in the Bank equal or exceed four hundred (400) days at the end of the school year, the past members of the Bank will not need to donate any days to maintain membership for the following school year unless days are needed under "c" above.
  - e. If a teacher who once decided not to join the Sick Leave Bank decides to join in a subsequent year, his/her initial donation to the Bank must equal the total number of days that he/she would have donated to the Bank through the years had he/she joined initially. In no case will this initial donation exceed ten (10) days.

- f. No member of the Sick Leave Bank will be denied continuation of membership in the Bank because he/she has no sick leave days of his/her own to donate to the Bank when additional assessments are made for the Bank. His/her assessment will be made up at the beginning of the following school year.
- g. On November 1 of each school year, the Sick Leave Bank Committee will inform the Superintendent's Office in writing of the number of sick leave days donated by each member to the Bank and the number of days accrued by the Bank itself according to its records. The Superintendent's Office will advise in writing the Sick Leave Bank Committee the number of sick days accumulated by each member.

**14.02** Personal Leave - Effective July 1, 2019, all teachers will be entitled to personal leave without loss of pay, not to exceed three (3) days per school year, for the purpose of conducting important personal business, which could not be scheduled outside school hours. A written/electronic request must be submitted to the Superintendent of Schools at least two (2) days in advance of the day the leave is to be taken, except in emergencies. The request need not specify the specific nature of the business to be conducted. Teachers may accumulate up to four (4) personal days by carrying up to one (1) unused personal day into the following school year. All requests for three (3) or more consecutive personal days must have prior approval of the Superintendent. Unused personal days that cannot be carried into the following school year will be added to accumulated sick leave at the end of each school year.

**14.03** Professional Leave - Teachers will be guaranteed a minimum of one (1) day of professional leave during each school year. Additional days may be granted at the discretion of the Superintendent or designee. If a teacher is denied professional leave by a designee, s/he may appeal to the Superintendent, whose decision shall be final.

**14.04** Bereavement Leave - Employees will be allowed five (5) days of bereavement leave upon the death of a spouse, parent, or child or comparable step-relatives. A teacher shall be entitled to three (3) consecutive calendar days leave without loss of pay for death in the immediate family. Immediate family shall include mother-in-law, father-in-law, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, aunt, uncle or comparable step-relatives, or permanent resident living within the employee's household. The Superintendent may request proof of residency. Two (2) additional days shall be granted for the death of an immediate family member requiring travel in excess of two hundred (200) miles. The Superintendent may request proof of travel. Employees will be allowed one (1) day of bereavement leave upon the death of a niece, nephew, or spouse's grandparent. Additional bereavement leave may be granted by the Superintendent. One day, for each occurrence, will be deducted from personal leave first (unless exhausted), then from sick leave, for attending funerals of close friends, co-workers, or relatives not covered above.

**14.05** Jury Leave - Teachers will not suffer loss of regular earnings for time spent on jury leave during the school year provided all monies received for said jury service are turned over to the Town.

**14.06** Witness Leave – Teachers will not suffer loss of regular earnings for time required to report to court due to being subpoenaed as a witness. Said leave will be deducted from personal and/or sick leave at the teacher’s option. In the event a teacher is required to report to court due to being subpoenaed as a witness by the Committee, the teacher shall be compensated for the day without deduction from personal or sick leave.

**14.07** Substitutes - The parties will continue to explore means of increasing the supply of competent substitutes.

## **ARTICLE 15** **EXTENDED LEAVES OF ABSENCE**

**15.01** Professional Improvement Leave - Unpaid One (1) teacher with professional teacher status per year is eligible for a leave, upon approval by April 15 of the current year, for the purpose of engaging in professional improvement activities. The teacher must provide a written rationale for the request and how the activities will benefit his/her students. Such leave is only granted in areas where replacement for one (1) year would not create hardship for the school system. Salary increment for the year of leave may be granted at the discretion of the School Committee upon written request and upon proof being submitted of benefit to the school system. It is expected that the teacher will return to his/her position in the district for at least one (1) school year following the leave.

### **15.02** Statutory Leaves of Absence

- A. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”) or Parental Leave pursuant to the Massachusetts Parental Leave Act (“MPLA”).
- B. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

- C. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing nursing or group homes.
- D. The MPLA provides an employee who has been employed for 3 months as a full-time employee with eight (8) weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two (2) weeks' notice of their intent to return and returns at or before the expiration of eight (8) weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
- E. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the employee would not generally be eligible for sick leave. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the School District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The School District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

### 15.03 Parental Leave

- A. Childbirth and Pregnancy Related Leave. Paid leave for the employee who gives birth to a baby is available as outlined in the preceding section, based upon documented medical need subject to the employee having available sick leave.
- B. Adoption. Teachers will be granted a leave of up to eight (8) weeks for the purpose of adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled. If the adoption agency requires and certifies that an adopting parent must stay home with the child, then the teacher will be paid up to thirty (30) school days of sick leave during that school year if the teacher has unused sick leave in his/her account. A written notice

must be submitted by the teacher to the Superintendent or his/her designee at least two (2) weeks before the anticipated date of departure. Tentative date of intention to return should also be indicated at this time. This leave shall be counted toward the annual twelve (12) weeks of leave permitted under the federal Family and Medical Leave Act (FMLA).

- C. Non-Birthing Parent. If an employee's spouse gives birth to a baby, the employee may access up to twenty (20) days of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of documentation satisfactory to the District.
- D. A teacher may take an unpaid child-rearing leave until the end of the school year if she/he notifies the Superintendent or his/her designee within one (1) week after the birth or adoption. An additional year of unpaid child-rearing leave may be granted at the sole discretion of the Superintendent.
- E. Domestic Violence Leave (DVLA) – The Belchertown School Committee shall abide by the Domestic Violence Leave Act (DVLA) in accordance with M.G.L. c.149, §52E; a copy of the law may be obtained from the Superintendent's office and shall be posted in a central location.

**15.04** Military Leave – Unpaid – The District will abide by applicable federal, state, and local law regarding Military Leave.

**15.05** Peace Corps – Unpaid - Upon his/her request any teacher covered by this contract who is a teacher with professional status may be granted a leave of absence without pay for two (2) years to work with the Peace Corps. Upon his/her return to the School System, his/her salary shall be the same as he/she would have received had the period of his/her Peace Corps Service been spent in the Belchertown School System.

**15.06** Selective Service Examination - Each teacher shall be granted time off without loss of pay or without charge to sick leave when required to be in attendance for a physical examination or other test required by the Selective Service.

**15.07** Requests for Leave - All requests for leave under this Article shall be made through the teacher's principal to the Superintendent of Schools.

**15.08** Extension of Leave of Absence - Leaves of absence may be extended by the Superintendent.

**15.09** After five (5) years of continuous employment in Belchertown School System, a teacher may be granted a leave of absence, without pay, for up to one (1) year for serious family illness. Requests for such leave will be supported by appropriate medical evidence.

- 15.10** Any teacher with professional status whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- 15.11** A teacher with at least ten (10) years of continuous employment in the Belchertown School System may, at the discretion of the Superintendent, be granted a leave of absence without pay for up to one (1) year to pursue a possible alternative career. Teachers who are granted such a leave must indicate to the Superintendent by the end of May of the year the leave takes place if they intend to return to the system. If the teacher fails to contact the Superintendent by the end of May, the teacher will forfeit his/her rights and will be considered to have resigned.
- 15.12** Sick leave accrued prior to the commencement of a leave of absence will be restored to the teacher upon his/her return, and such teacher will be assigned to the same or a substantially equivalent position.
- 15.13** All requests for extensions or renewals of leaves will be applied for and answered in writing. A teacher's entitlement to his/her prior position upon return from such extensions or renewal will be arranged on an individual basis.
- 15.14** Any teacher on leave who does not return to work upon the termination of said leave shall be considered as having resigned from his/her position, unless notice is given, prior to the expiration of the leave, that the teacher will be unable to return due to incapacitating illness or other circumstances beyond the control of the individual.
- 15.15** A teacher may be granted personal leave for up to one (1) year for the purpose of caring for a family member. This leave will be without pay.
- 15.16** Selected professional leaves of short duration, for up to one college term, may be granted at the discretion of the Superintendent, without recourse under the grievance – arbitration provisions of this Agreement as to a denial of such a leave.

## **ARTICLE 16** **COMPENSATION**

- 16.01** Salary schedules in Appendix A shall be amended to reflect the following increases:

Effective July 1, 2019	+ 2% retroactive increase
Effective July 1, 2020	+ 2% increase
Effective July 1, 2021	+ 2% increase

The Salary Schedule applicable to members of the bargaining unit is attached to this agreement.



**16.02 Additional Compensation:**

- A) The basic salary of a teacher shall not be increased to compensate for the assumption of additional responsibilities. A separate schedule Appendix B shall be established of all responsibilities for which there is additional compensation. The exception to this rule is compensation for professional and curriculum development time, tutoring, and mentoring approved by the Superintendent or his/her designee. Teachers who volunteer to participate in these activities beyond their contractually required time will be paid thirty-two dollars (\$32) per hour which shall be effective upon ratification by all parties.
- B) In order for a new after school club or extra-curricular activity to be eligible for a stipend and included in Appendix B, it must proceed as follows:
- 1) Receive School Council approval;
  - 2) Operate for one year without a stipend;
  - 3) Be deemed viable by the school's Principal.

The Principal's determination of the viability of a club or extra-curricular activity will occur after the club is in existence for one year. The Principal will make his/her determination by reviewing the club size, student interest, and meeting regularity. If the Principal also considers other criteria, s/he must make those criteria known to staff member in charge of the club/activity.

In the event the Principal deems the club/activity not viable, the Principal will provide in writing his/her reason(s) to the staff member in charge of the club/activity. This requirement is waivable at the District's discretion.

The staff member in charge of the club/activity may appeal the Principal's decision in writing to the Superintendent. The Superintendent will meet with the staff member within ten (10) school days of notification of the appeal. The Superintendent's decision is final and cannot be grieved except for bad faith.

**16.03 Extra Compensation as a Workshop Presenter**

- A. For the purpose of this agreement, a workshop shall mean a short-term activity with a clearly defined purpose, objective or goal. The time commitment is predetermined and the teacher's obligation is met upon completion of the workshop. Workshops may be held on predetermined Tuesday afternoons as defined by the contract, or during a full day teacher in-service day.
- B. Workshop presenter positions from within the districts shall be posted according to the teachers' contract for internal postings.
- C. Certified staff who are hired as presenters of workshops held during the scheduled contract day shall be paid \$50.00 per hour of workshop time. Workshop presenters

shall submit a proposal for the workshop to the Superintendent of Schools for feedback at least ten (10) days in advance of the workshop to be presented.

- D. All teachers shall be notified of workshops to be presented within five (5) workdays of their approval. The Superintendent or her designee shall provide a process for teachers to register for workshops being offered and furnish the workshop presenter with a list of attendees at least three(3) days in advance of the workshop.

#### 16.04 Annual Increments:

- A. The annual increments are not automatic, but are to be dependent on satisfactory service. Even if the teacher is serving at the discretion of the School Committee (with professional status), a step increase may be withheld provided the teacher has not rendered satisfactory service. Said teacher is to be notified immediately in writing by the principal/superintendent when it has been decided to withhold a step increase.
- B. The salary schedule for teachers shall consist of seven (7) categories as follows: B, B+15, Masters, M+15, M+30, CAGS/MM, Doctorate. Teachers who have been compensated at the Master's degree level based upon their attainment of a Bachelor's +30 credits will continue to be so compensated. Any future access to the Master's degree level will require the attainment of a Master's degree. The B+30 column has been eliminated.
- C. Credit courses from colleges must be approved in advance by the Superintendent.
- D. Requests for placement on the Bachelors plus 15 credits column must be accompanied by a letter from the proper college authority stating that the candidate is enrolled in and has successfully completed at least fifteen (15) hours of credit in the Master's program. In unusual circumstances, a letter should be submitted to the Superintendent outlining the reasons for requesting any exceptions to the above. In any case, advance approval must be secured before enrolling in any program of an exceptional nature for which salary credit will be requested. The approval of any requests will be at the discretion of the Superintendent and will be final in all cases.
- E. Properly documented evidence of an actual Master's Degree having been earned must be submitted in order to qualify for the Master's Degree column.
- F. Teachers planning to apply for the Masters plus 15 approved credits and the Masters plus 30 approved credits should make certain that all credits are approved in advance by the Superintendent; otherwise, they may not be accepted.
- G. 1. Steps. Current teachers will continue to advance in step on their anniversary date, subject to the other provisions of this Article. For teachers hired on or after July 1, 2016 the following step advancement provision will apply. Teachers hired

before February 1 will be eligible to move to the next step of the salary schedule at the start of the next school year. Those hired on or after February 1, or who fail to work at least ninety (90) days in a school year will remain on the same step for the following school year. Step advancement shall occur only at the start of the school year for those hired after July 1, 2016.

- H. Salary credit for previous teacher experience shall be at the discretion of the principal with the approval of the Superintendent. In evaluating this experience, the principal shall consider such factors as: (a) the similarity between previous public school experience and the position being filled in regard to such factors as grade level and subject matter; (b) how recent this experience was; (c) previous success, and (d) factors unique to the position being filled that would require special consideration.

**16.05** Longevity Payments: Payments will be made annually on the employee's anniversary dates based on completed years of full time satisfactory service in the Belchertown Public Schools, as follows:

Years	Amount (Effective 7/1/2019)
12	\$ 800
15	\$ 1,250
20	\$ 1,500
25	\$ 2,000

- 16.07** Any faculty members who are required to travel because of added responsibility will receive the following reimbursement: \$200 per year.
- 16.08** Veteran teachers upon notice to the Superintendent of Schools no later than June 1 of the school year preceding the school year in which payment is to be received, and new teachers upon their official appointment, may elect to receive their annual salary in equal payments plus one lump sum included within the first July payroll period.
- 16.09** If an employee is terminated, resigns, or becomes deceased within a pay period for which he/she received payment, the school district will reclaim the salary paid for any days beyond the actual date of termination, resignation, or becoming deceased.
- 16.10** Nurses achieving and maintaining a certification or licensure by a nationally recognized professional nursing association as a school nurse, community health nurse, or a pediatric/family/school nurse practitioner shall qualify for a Fifteen Hundred Dollar (\$1,500) annual stipend.

**ARTICLE 17**  
**GROUP INSURANCE AND TAX SHELTERED ANNUITY PLANS**

- 17.01** Group Insurance - All teachers covered by this contract shall be eligible to participate in any Group Insurance Plan in accordance with the provisions of said Plan adopted by the Town of Belchertown and in full force and effect for all employees of the Town of Belchertown, or in any comparable Plan subsequently established to cover solely employees of the Belchertown Public Schools. Teachers will pay thirty (30%) percent of the premium and the Committee will pay seventy (70%) percent. Any teacher who is a member of a reserve unit of the armed forces of the United States and is called for his or her annual tour of duty or for duty under M.G.L. c. 33, §38, 40, 41, or 60, shall continue to be eligible to participate in the Group Insurance plan, and at the same premium percentage rates, as established under Article 13.01 for up to eighteen (18) months.
- 17.02** Tax-sheltered Annuities - Teachers shall be eligible to participate in a tax-sheltered annuity plan established pursuant to appropriate federal, state and local law. All requests for deductions must be received by August 1 to commence in September of each year. An employee of the School Department shall not enroll in a tax-sheltered annuity with more than one (1) company of his choice.
- 17.03** Flexible Spending Accounts The Belchertown Public Schools offers a Flexible Spending Account (FSA) Plan to employees as part of its benefits package. Two reimbursement accounts are available, a Health Flexible Spending Account and a Dependent Care Assistant Plan.

**ARTICLE 18**  
**RETIREMENT CREDIT**

- 18.01** A teacher meeting the following criteria may buy back his/her unused accumulated sick leave at \$17/Day for all days up to two hundred twenty five (225). The maximum buy-back is \$3,825.
- A. The teacher must be retiring with fifteen (15) or more years of service in Belchertown.
  - B. The teacher must have at least 100 accumulated sick days.
  - C. The teacher must advise the Superintendent's Office of his/her intention to retire by February 1, immediately preceding the date of retirement. This requirement may be waived by the School Committee.
- 18.02** The surviving spouse, or surviving children living in the immediate family, of any (deceased) teacher entitled to the accumulated sick leave buy-back provision of the contract, shall be entitled to collect the earned (deceased) teacher's retirement buy-back as stipulated in the contract.

**ARTICLE 19**  
**PROFESSIONAL IMPROVEMENT**

**19.01** It is the policy of the Belchertown School Committee to encourage teachers to continue professional study. The School Committee will require that the following conditions be fulfilled relative to all courses/programs taken for compliance with the salary schedule requirement:

- A. Advance approval of courses/programs to be studied shall be secured from the Superintendent of Schools on forms provided by the Superintendent's Office.
- B. Evidence must be presented showing that the courses/programs have been completed with satisfactory and passing grades. The official transcript must be submitted to the Superintendent of Schools upon completion of the course.

**19.02** **Professional Improvement Reimbursement**

- A. The Committee will budget \$20,000 each school year for professional improvement. The money will be distributed among all teachers who are eligible for participation in the course/professional improvement reimbursement process. Professional improvement shall be defined as courses, conferences, trainings, and/or workshops provided by colleges, universities, or recognized organizations.
- B. Subject to budget outlined in paragraph A of this section, all professional improvement approved by the district shall be eligible for reimbursement if it aligns with the school and district goals as outlined in the employee's Individual Professional Development Plan (IPDP) or Educator Evaluation plan. In the event the reimbursement requests exceed the budget amount, all reimbursements will be pro-rated.
- C. In order to receive reimbursement, the teacher must submit his/her application and must receive approval for professional improvement activities in writing by the Superintendent or designee in advance. If reimbursement for a course is requested, an official transcript with a passing grade of B or better ("Pass" if a Pass/Fail course) must be submitted to the Superintendent's Office no later than December 31<sup>st</sup> for reimbursement by January 31<sup>st</sup> or June 15<sup>th</sup> for the end of the fiscal year. If reimbursement for a conference, training, or workshop is requested, then the teacher shall submit a certification of completion and evidence of having shared the information with colleagues to the Superintendent's Office at the same time as the submission for reimbursement.
- D. The maximum amount for reimbursement for college course tuition and fees will be \$800.00 for each fiscal year. The maximum reimbursement for conference, training, or workshop registration fees will be \$500 for each fiscal year.

- 19.03** Teachers will be responsible to maintain licensure in their teaching areas. If the Department of Elementary and Secondary Education changes the requirements, the teacher will meet the requirements by the date prescribed. If the Department of Elementary and Secondary Education grants a grandfather waiver on the requirement, the Committee will agree to accept this condition. Whenever possible, students will be assigned to teachers who have received the ReTell/SEI endorsement.
- 19.04** Placement will be effected on the last day of September and the last day of February for courses completed and certified to the Superintendent of Schools prior to those dates.
- 19.05** The Association will appoint a teacher to DILT. The DILT must plan professional development that will support teachers in their pursuit of recertification.

## **ARTICLE 20** **DEDUCTIONS**

- 20.01** The School Committee shall provide that, whenever duly authorized by any teacher on a form or forms approved by the Committee, payroll deductions on behalf of such teacher shall be made every payday and paid over in accordance with such form or forms for any or all of the following purposes:
- F. Premiums under the Town of Belchertown Employee's Group Insurance Program.
  - G. Premiums under any annuity contract purchased for the teacher by the Committee.
  - C. Deductions for a credit union designated by the Teachers' Association.
  - D. Deductions for payroll savings to a financial institution of the individual teacher's choice.

All requests for deductions must be made prior to August 1 of any year, deductions to commence in first check received in September of that same year.

- 20.02** Health Insurance Deductions: The parties agree that a Section 125 Plan of the IRS Code for group health insurance will be established effective at the beginning of the 1993-94 school year and thereafter. Effective July 1, 2010, annual health insurance premiums for members of this unit will be deducted in equal payments from September through June. This provision will remain in effect for as long as the Town of Belchertown agrees to provide this service to the Belchertown School Department.

## **ARTICLE 21** **MISCELLANEOUS PROVISIONS**

- 21.01** Job descriptions/duties will be updated with each new contract or as needed.

21.02 Teachers shall provide, whenever possible, at least four (4) weeks' notice of resignation.

**ARTICLE 22**  
**DURATION/NEGOTIATIONS PROCEDURE**

22.01 Duration: This shall be a three-year contract from July 1, 2019 through June 30, 2022, and shall thereafter automatically renew itself for successive terms of one year each unless by November 1 of the calendar year preceding the calendar year in which this contract expires, either by the Committee or the Association shall have given the other written notice of its desire to modify or terminate this contract.

22.02 Negotiations: If a successor agreement is not reached before the expiration date of the existing date of the existing contract, the existing contract shall remain in effect until the successor agreement is reached. However, either party can terminate the agreement after August 31 of the year in which the successor agreement should take effect by serving written notice of their intent to terminate the agreement. Said written notice must be served at least forty (40) working days prior to the actual termination, beginning not earlier than August 31.

**ARTICLE 23**  
**SAVINGS CLAUSE**

23.01 If for any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except; to the extent permitted by law, but all other provisions of applications will continue in full force and effect. The parties will meet as soon as possible for the purpose of renegotiating the provision or provisions affected.

FOR THE BELCHERTOWN  
SCHOOL COMMITTEE

FOR THE BELCHERTOWN  
EDUCATION ASSOCIATION

DATE: \_\_\_\_\_

DATE: April 29, 2020

Michael Knapp

Jan Arnold

Heidi W.

Meghan Mayapuro

Remy Baum

CS

[Signature]

Lawrence G. O'Brien

Doree Brown

Town of Belchertown  
Selectman

\_\_\_\_\_



**APPENDIX A**  
**SALARY SCHEDULE**

**FY 20**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>CAGS/MM</b>	<b>PhD</b>
1	\$43,320	\$44,778		\$46,964	\$48,423	\$49,889	\$51,344	\$52,802
2	\$45,570	\$47,029		\$49,220	\$50,689	\$52,145	\$53,601	\$55,061
3	\$47,830	\$49,288		\$51,481	\$52,936	\$54,392	\$55,860	\$57,456
4	\$50,084	\$51,546		\$53,734	\$55,195	\$56,657	\$58,116	\$59,574
5	\$52,336	\$53,793		\$55,989	\$57,448	\$58,907	\$60,364	\$61,827
6	\$54,598	\$56,056		\$58,246	\$59,702	\$61,123	\$62,622	\$64,084
7	\$56,847	\$58,309		\$60,499	\$61,961	\$63,420	\$64,883	\$66,339
8	\$59,107	\$60,570		\$62,761	\$64,217	\$65,684	\$67,138	\$68,600
9	\$61,359	\$62,829		\$65,019	\$66,475	\$67,937	\$69,396	\$70,858
10	\$63,619	\$65,075		\$67,267	\$68,729	\$70,189	\$71,646	\$73,106
11	\$65,875	\$67,334		\$69,524	\$70,983	\$72,442	\$73,901	\$75,360
12	\$69,075	\$70,533	\$72,394	\$72,725	\$74,185	\$75,644	\$77,104	\$78,561

**FY 21**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>CAGS/MM</b>	<b>PhD</b>
1	44,186	45,674		47,904	49,391	50,887	52,371	53,858
2	46,481	47,970		50,205	51,703	53,188	54,673	56,163
3	48,786	50,274		52,511	53,995	55,479	56,978	58,605
4	51,086	52,577		54,808	56,299	57,790	59,279	60,766
5	53,382	54,868		57,109	58,597	60,085	61,571	63,064
6	55,689	57,177		59,411	60,896	62,345	63,875	65,366
7	57,984	59,475		61,709	63,200	64,689	66,181	67,666
8	60,289	61,781		64,016	65,501	66,998	68,481	69,972
9	62,586	64,086		66,319	67,804	69,295	70,784	72,275
10	64,891	66,376		68,612	70,103	71,593	73,079	74,568
11	67,192	68,681		70,915	72,403	73,890	75,379	76,868
12	70,457	71,943	73,842	74,179	75,669	77,157	78,646	80,132

**FY 22**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>CAGS/MM</b>	<b>PhD</b>
1	45,070	46,587		48,862	50,379	51,905	53,418	54,935
2	47,411	48,929		51,209	52,737	54,252	55,766	57,286
3	49,762	51,279		53,561	55,074	56,589	58,117	59,777
4	52,108	53,628		55,904	57,425	58,946	60,464	61,981
5	54,450	55,966		58,251	59,768	61,287	62,803	64,325
6	56,803	58,320		60,600	62,114	63,592	65,152	66,673
7	59,144	60,665		62,943	64,464	65,982	67,504	69,019
8	61,495	63,017		65,296	66,811	68,338	69,850	71,371
9	63,838	65,368		67,646	69,161	70,681	72,200	73,720
10	66,189	67,704		69,984	71,505	73,025	74,541	76,059
11	68,536	70,055		72,333	73,851	75,368	76,887	78,405
12	71,866	73,382	75,319	75,663	77,182	78,700	80,219	81,735

**APPENDIX B**  
**ADDITIONAL COMPENSATION – SUPERVISORY**

<b>POSITION</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>
Student Council HS	\$765	\$780	\$796
Student Council MS	\$485	\$494	\$504
Student Council CHCS			\$504
Activity Manager JBMS	\$893	\$910	\$929
Memory Book JBMS	\$1,275	\$1,301	\$1,327
Director of Intramurals – JBMS	\$734	\$749	\$764
Class Advisor – Grade 9	\$612	\$624	\$637
Class Advisor – Grade 10	\$816	\$832	\$849
Class Advisor – Grade 11	\$1,224	\$1,248	\$1,273
Class Advisor – Grade 12	\$1,428	\$1,457	\$1,486
Nature's Classroom Trip Planner	\$408	\$416	\$424
Natures Classroom Trip Chaperone (12)	\$255	\$260	\$265
<b>BHS Biology Club Advisor</b>	\$408	\$416	\$424
<b>BHS Chess Club Advisor</b>	\$408	\$416	\$424
<b>BHS Computer Club Advisor</b>	\$408	\$416	\$424
<b>BHS Games Club Advisor</b>	\$408	\$416	\$424
<b>BHS GSA Advisor</b>	\$408	\$416	\$424
<b>BHS Information Society Club Advisor</b>	\$408	\$416	\$424
<b>BHS Ski Club Advisor</b>	\$255	\$260	\$265
<b>BHS Young Liberals Club Advisor</b>	\$408	\$416	\$424
<b>BHS Young Republicans Club Advisor</b>	\$408	\$416	\$424
As School Match Wits Advisor	\$408	\$416	\$424
Humanities Advisor	\$1,020	\$1,040	\$1,061
LEAF Advisor	\$408	\$416	\$424
Math Team Advisor	\$612	\$624	\$637
Model Congress Advisor	\$612	\$624	\$637
National Art Honor Society Advisor	\$408	\$416	\$424

Peer Tutoring Advisor	\$408	\$416	\$424
Students Against Drunk Driving Advisor	\$434	\$442	\$451
Powder Puff Game Coordinator	\$408	\$416	\$424
Project Runway Coordinator	\$408	\$416	\$424
Yearbook Advisor – HS	\$2,244	\$2,289	\$2,335
NEASC Year before Visit	\$2,040	\$2,081	\$2,122
Year of Visit	\$1,530	\$1,561	\$1,592
Year After Visit	\$1,020	\$1,040	\$1,061
Drama Advisor Applies to all	\$765	\$780	\$796
Choral Director – CHCS	\$765	\$780	\$796
Choral Director – JBMS	\$765	\$780	\$796
Choral Director – HS	\$1,530	\$1,561	\$1,592
Choral Director SRE			\$765
Band Director – BHS	\$6,324	\$6,450	\$6,579
Band Director - Elementary and Middle	\$1,632	\$1,665	\$1,698
Student Accounts Manager	\$944	\$962	\$982
Faculty Accounts Manager	\$1,479	\$1,509	\$1,539
Budget Preparer (Phys Ed., If not chair or coordinator)	\$255	\$260	\$265
Library Coordinator	\$612	\$624	\$637
Pre-K Lead Teacher			\$500
Department Chairs: (8)	\$2,601	\$2,653	\$2,706
K-8 Lead Teacher (15)	\$2,601	\$2,653	\$2,706
Head Teacher @ Cold Spring School	\$2,856	\$2,913	\$2,971
Cafeteria Supervision - HS (8)	\$1,122	\$1,144	\$1,167
Cafeteria Supervision – MS (3)			\$1,167
Saturday Suspension (approx. 28 Saturdays x 3 hours)	\$2,570	\$2,622	\$2,674
<u>After School Club Advisors Proposal - All Clubs approved by School Council/pro-rated if they do not start at the beginning of the school year.</u>	\$408	\$416	\$424

Ticket Seller (per game)	\$51	\$52	\$53
Ticket Taker	\$46	\$47	\$48
8 <sup>th</sup> Grade Trip	\$408	\$416	\$424

**APPENDIX C**  
**BHS COACHING SALARIES**

POSITION	SALARY			
	FY 16	FY 17	FY 18	FY 19
Varsity Soccer-Boys	\$2,500	\$2,550	\$2,601	\$2,653
Varsity Soccer-Girls	\$2,500	\$2,550	\$2,601	\$2,653
Varsity Basketball-Boys	\$3,800	\$3,876	\$3,954	\$4,033
Varsity Basketball-Girls	\$3,800	\$3,876	\$3,954	\$4,033
Varsity Baseball	\$3,000	\$3,060	\$3,121	\$3,184
Varsity Softball	\$3,000	\$3,060	\$3,121	\$3,184
Varsity Swimming-Boys	\$1,800	\$1,836	\$1,873	\$1,910
Varsity Swimming-Girls	\$1,800	\$1,836	\$1,873	\$1,910
Tennis-Boys	\$2,500	\$2,550	\$2,601	\$2,653
Tennis-Girls	\$2,500	\$2,550	\$2,601	\$2,653
Varsity Volleyball-Boys	\$2,000	\$2,040	\$2,081	\$2,122
Varsity Volleyball-Girls	\$2,000	\$2,040	\$2,081	\$2,122
Wrestling	\$2,500	\$2,550	\$2,601	\$2,653
Varsity Hockey	\$3,200	\$3,264	\$3,329	\$3,396
Head Football Coach	\$4,500	\$4,590	\$4,682	\$4,775
Cross Country-Boys	\$2,400	\$2,448	\$2,497	\$2,547
Cross Country-Girls	\$2,400	\$2,448	\$2,497	\$2,547
Track-Boys	\$2,800	\$2,856	\$2,913	\$2,971
Track-Girls	\$2,800	\$2,856	\$2,913	\$2,971
Varsity Lacrosse-Boys	\$2,500	\$2,550	\$2,601	\$2,653
Varsity Lacrosse-Girls	\$2,500	\$2,550	\$2,601	\$2,653
Varsity Cheerleading Football	\$1,000	\$1,020	\$1,040	\$1,061
Varsity Cheerleading Basketball	\$2,100	\$2,142	\$2,185	\$2,229
Skiing	\$2,000	\$2,040	\$2,081	\$2,122
Golf	\$2,000	\$2,040	\$2,081	\$2,122
Assistant Football Coach	\$2,700	\$2,754	\$2,809	\$2,865
Assistant Track Coach	\$2,000	\$2,040	\$2,081	\$2,122
Junior Varsity Soccer-Boys	\$2,000	\$2,040	\$2,081	\$2,122
Junior Varsity Soccer-Girls	\$2,000	\$2,040	\$2,081	\$2,122
Junior Varsity Basketball-Boys	\$2,500	\$2,550	\$2,601	\$2,653
Junior Varsity Basketball-Girls	\$2,500	\$2,550	\$2,601	\$2,653
Junior Varsity Baseball	\$2,000	\$2,040	\$2,081	\$2,122
Junior Varsity Softball	\$2,000	\$2,040	\$2,081	\$2,122

Junior Varsity Hockey	\$2,000	\$2,040	\$2,081	\$2,122
Junior Varsity Volleyball-Girls	\$1,750	\$1,785	\$1,821	\$1,857
Junior Varsity Field Hockey				\$1,857
Junior Varsity Volleyball-Boys	\$1,750	\$1,785	\$1,821	\$1,857
Junior Varsity Golf	\$1,300	\$1,326	\$1,353	\$1,380
Junior Varsity Lacrosse-Boys	\$2,000	\$2,040	\$2,081	\$2,122
Junior Varsity Lacrosse-Girls	\$2,000	\$2,040	\$2,081	\$2,122
Freshman Soccer-Boys	\$1,600	\$1,632	\$1,665	\$1,698
Freshman Soccer-Girls	\$1,600	\$1,632	\$1,665	\$1,698
Freshman Basketball-Boys	\$1,600	\$1,632	\$1,665	\$1,698
Freshman Basketball-Girls	\$1,600	\$1,632	\$1,665	\$1,698
Freshman Volleyball-Girls	\$1,300	\$1,326	\$1,353	\$1,380
Freshman Baseball	\$1,600	\$1,632	\$1,665	\$1,698
Freshman Softball	\$1,600	\$1,632	\$1,665	\$1,698
4 <sup>th</sup> Year Varsity Coach receives additional	\$516	\$526	\$537	\$548
4 <sup>th</sup> Year J.V. Coach receives additional	\$255	\$260	\$265	\$271

**APPENDIX D**  
**EVALUATION PROCEDURES**

**12.01** 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 that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv. To assure effective teaching 35.01(3).

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

- A. \*Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B. Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C. Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D. Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice; 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 proceeding the next school year that will be compensated per Article 16, section 16.03 of the contract.
- H. \*DESE: 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.
- 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 and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- 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 midcycle.
- O. \*Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P. \*Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q. \*Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- R. Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected by July 2012.
- S. \*Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 15 minutes by the Evaluator and may include examination of artifacts of practice including student work. 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 Belchertown School Committee and the Belchertown Teachers' 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. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from DESE, expected by July 2012.
- Y. Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i. Standard 1: 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 consist 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.

### **12.03** 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 of at least 15 minutes.
  - 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; Evidence of progress towards professional practice goal(s);
  - ii. Evidence of progress toward student learning outcomes goal(s).
  - iii. Student Feedback – see # 23, below; and
  - iv. Any other relevant evidence from any identified source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

#### **12.04** 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 DESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by DESE.

#### **12.05** Evaluation Cycle: Training

- A. Prior to the implementation of the new evaluation process contained in this article, the 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 of training based on guidance provided by DESE and feedback from district educators.
- B. By November 1<sup>st</sup> 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 1<sup>st</sup> 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 of the learning activity based on guidance provided by DESE and feedback from district educators.

**12.06** Evaluation Cycle: Annual Orientation

At the start of each school year, the superintendent or designee shall conduct training for all Educators and Evaluators focused substantially on educator evaluation. The superintendent, or designee shall:

- A. Provide an overview of the evaluation process, including goal setting and the educator plans.
- B. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- C. Provide the content of this training in digital format to facilitate orientation of Educators hired after the beginning of the school year.

**12.07** 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<sup>st</sup>: At least one goal directly related to improving the Educator's own professional practice.
    - 2<sup>nd</sup>: At least one goal directed related to improving student learning.

**B. Proposing the goals**

- i. Educators should 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 Primary or Supervising Evaluator will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) 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.

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

- A. Every Educator has an Educator Plan that includes, one goal related to the improvement of practice; one goal for the improvement of student learning. An Educator whose overall rating is Proficient or Exemplary may choose to propose additional goals. 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. Goals will be based on a minimum of one indicator per standard and one element for that indicator.
- 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 DESE issues guidance on this matter. See #22, below.
- C. Educator Plan Development Meetings shall be conducted as follows:
  - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> 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 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D. The Evaluator completes the Educator Plan by November 1<sup>st</sup>. 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.

**12.09** 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 three unannounced observations during the school year.
- B. In their second and third years of practice or second and third years as a non-PTS Educator in the school:
- i. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii. The Educator shall have at least two unannounced observations during the school year.

**12.10** 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. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator and/or Evaluator.
- 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. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator and/or Evaluator.
- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be no 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. An additional announced and/or unannounced observation will occur within a reasonable period of time if requested by the Educator and/or Evaluator.

**12.11** Observations

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

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The primary focus of the observations will be on the indicators and elements agreed-upon in the educator plan. Barring any extenuating circumstances, observations will not occur on the day before a vacation period.

A. Unannounced Observations

- i. Unannounced observations may be in the form of partial (at least 15 minutes) or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Primary and/or Secondary Evaluator or superintendent.



- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, electronically via a secure connection or mailed to the Educator's home. A follow-up face-to-face conversation will be held within a reasonable period of time at the request of the Educator or the Evaluator.
  - iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
- B. Announced Observations
- i. All non-PTS Educators in their first three (3) years in the school, PTS Educators on Improvement Plans and other educators at the request of the Educator and/or the Evaluator shall have at least one Announced Observation.
    - a. The Educator and Evaluator together shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation.
    - b. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a preobservation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
      - 1<sup>st</sup>: 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<sup>nd</sup>: The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
    - c. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
    - d. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
      - 1<sup>st</sup>: Describe the basis for the Evaluator's judgment.
      - 2<sup>nd</sup>: Describe actions the Educator should take to improve his/her performance.
      - 3<sup>rd</sup>: Identify support and/or resources the Educator may use in his/her improvement.
      - 4<sup>th</sup>: State that the Educator is responsible for addressing the need for improvement.

**12.12** 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 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 as set forth in the Educator Plan.
- 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.
- D. No less than two weeks before the due date for the Formative Assessment Report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment Report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and delivered face-to-face, electronically via a secure connection, or to the Educator's 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 by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J. If the rating in the Formative Assessment Report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**12.13** 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.
  - C. No less than two weeks before the due date for the Formative Evaluation Report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
  - D. The Evaluator shall complete the Formative Evaluation Report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, electronically via a secure connection or to the Educator's 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 by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - H. As a result of the Formative Evaluation Report, the Evaluator may change the activities in the Educator Plan.
  - I. If the rating in the Formative Evaluation Report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**12.14** 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 Evaluation Report must be written and provided to the Educator by May 15th.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the Primary Evaluator shall determine the overall summative rating that the Educator receives.
- D. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's Supervisor shall discuss and

- review the rating with the Evaluator and the Supervisor shall confirm or revise the Educator's rating.
- 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, electronically via a secure connection or to the Educator's home no later than May 15<sup>th</sup>.
  - 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 shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
  - L. Upon mutual agreement, the Educator and the Evaluator may develop the Self-directed Growth Plan for the following two years during the meeting on the Summative Evaluation Report.
  - M. The Educator shall sign the final Summative Evaluation Report by June 15th. The signature indicates that the Educator received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - N. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation Report.
  - O. A copy of the signed final Summative Evaluation Report shall be filed in the Educator's personnel file.

#### **12.15** 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 of 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.

**12.16** 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.

**12.17** 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.

**12.18** 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 10<sup>th</sup>.
- 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.

**12.19** 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 thirty (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 will be the Supervising Evaluator, unless special circumstances warrant it.
- 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 specific assistance to the Educator.
  - ii. The Educator may request that a representative of the Belchertown Teachers' Association attend the meeting(s).
  - iii. If the Educator consents, the Belchertown Teachers' Association will be informed that an Educator has been placed on an Improvement Plan. G. The Improvement Plan shall:
    - iv. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
    - v. Describe the activities and work products the Educator must complete as a means of improving performance;
    - vi. 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;
    - vii. 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);
    - viii. Identify the Supervising Evaluator assigned to assist the Educator and a list of other individuals who could provide additional assistance; and,
    - ix. Include the signatures of the Educator and Supervising Evaluator.

- G. 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.
- H. 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 the following 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.

**12.20** Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Activity:	Completed By:
Superintendent or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator completes first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>

Evaluator completes mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	<i>May 15</i>
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	<i>June 1</i>
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	<i>June 10</i>
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	<i>June 15</i>

A. Educators with PTS on Two Year Plans

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

B. Educators on Plans of Less than One Year

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

**12.21** Career Advancement

- A. In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.



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

**12.22** Rating Impact on Student Learning Growth

DESE 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.

**12.23** Using Student feedback in Educator Evaluation

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

**12.24** Transition from Existing Evaluation System

- A. The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- B. During the first evaluation cycle under this Agreement in every school or department, Educators who were evaluated during the 2011-2012 school year will be placed on a 2-year Self-Directed Growth Plan. Educators who were not evaluated during the 2011-2012 school year will be placed on a 1-year Self-Directed Growth Plan.

**12.25** General Provisions

- A. Only licensed administrators 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 DESE (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 needs improvement or

unsatisfactory, the Educator may appeal to the Evaluator's supervisor. Should the Educator request such an appeal, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The superintendent shall hear a final appeal at the request of the Educator. The decision of the superintendent shall be final.

- E. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures two times during the first year and annually through the second and third years of implementation and recommend adjustments to the parties. In the first year, the team will meet between February 1 and February 15, 2013; and again at a mutually-agreed date in June. The parties agree to reconvene to finalize any adjustments to the contract recommended by the team.
- 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.