

CONTRACT
between the
HUDSON SCHOOL COMMITTEE
and the
HUDSON EDUCATION ASSOCIATION

August 28, 2015 – August 27, 2018

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Basic Objectives

The Hudson School Committee and the Hudson Education Association jointly promote the best possible educational system for Hudson. The School Committee and the Education Association acknowledge that a teacher's primary responsibility is to teach, and his/her energies should be used for that purpose. The objectives of this contract are to attract the best-qualified teaching talent available to the Hudson school system, to encourage such teachers to continue in the service of Hudson's schools, and to encourage the professional growth of the members of the professional staff.

ARTICLE 1 - RECOGNITION

The Hudson School Committee recognizes the Hudson Education Association and its parent organizations for purposes of collective bargaining as the exclusive representative of a unit consisting of professional employees of the Hudson Public Schools and those regular part-time professional employees on contract who work at least one-half (1/2) a week or one-half (1/2) a day during the school year, including:

Classroom Teachers	Head Teachers
Reading Specialists (Remedial)	Advisors
Math Specialists (Remedial)	Department Coordinators
School Librarians	Athletic Coaches
Guidance Counselors	School Nurses
School Psychologists	Occupational Therapists
Social Workers	Physical Therapists
Reading/Math Coaches	

but excluding:

Superintendent of Schools	Substitute Teachers
Assistant Superintendent of Schools	Teacher Assistants
Principals (full-time)(part-time)	Paraprofessionals
Administrator of Pupil Personnel Services	Curriculum Directors
Assistant Principals	Director of Nursing
Director of Community Services Learning	Director of Technology
Assistant Director of Pupil Services	Athletic Director
All Other Employees of the Hudson Public Schools	

- A. All provisions of the collective bargaining agreement except as set forth in paragraph B below, shall apply to all part-time employees in the bargaining unit. A year of part-time service on contract shall be credited as a year of service for all purposes, except seniority as provided for in Paragraph D, below, and payment of salary and paid leaves of absence benefits shall be pro-rated for that portion of the school day or week scheduled.

With respect to insurance benefits, eligibility for insurance coverage shall be governed by Town Policy.

- B. Article 5 - Part-time employees shall have no rights to paid preparation time, but shall have reasonably diminished before or after school obligations. Article 26-A-Part-time employees shall be eligible for course reimbursement for those courses that are required in order for them to meet recurrent study obligations.
- C. Article 4-B and C; Article 7-C; Article 10-A (delete August 15); Article 22; Article 24-B; Article 33. In Appendix A, the language under the headings "Preparation Scale Progression" and "Longevity" shall not apply.
- D. Effective September 1, 1993, employees who work less than full time or enter the year after the opening day of school will accrue seniority proportionately to the amount of time worked as Pro-rated Seniority. Pro-rated Seniority will be accrued on a tenth of a year basis for those starting after the beginning day of school with one tenth (.1) being equivalent to 18 workdays. Pro-rated Seniority will also be accrued on a tenth of a year basis for those who work less than full-time based on the percent, rounded to tenths, of full-time employment. Pro-rated Seniority for all faculty will be used in all decisions that require consideration for seniority or length of service.

ARTICLE 2 - NEGOTIATION PROCEDURE

- A.
 - 1. Authorized representatives of the Committee and the Hudson Education Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
 - 2. If negotiations have reached an impasse, the procedure described in Chapter 150E of the General Laws will be followed.
- B.
 - 1. This agreement is the result of collective negotiations between the Committee and the Association under the provisions of Chapter 150E of the General Laws of Massachusetts, as amended. The provision of this Agreement supersedes all conflicting policies and directives of the Committee and may be changed only through mutual agreements of the Committee and the Association.

All terms and conditions of employment not covered by this agreement shall continue to be subject to the School Committee's direction and control, and shall not be the subject of negotiations until the commencement of negotiations for a successor to this agreement.

2. Pursuant to the provisions of Chapter 150E of the General Laws, and as a matter of good employee relations, written notice of any prospective change in working conditions will be forwarded to the President of the Education Association before School Committee action is taken.

3. The Committee agrees not to negotiate with any employees' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E of the General Laws. The Committee further agrees not to negotiate with any employees' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.

- C. The School Committee recognizes that it is sound administration to involve members of the professional staff in the decision-making process. It agrees to instruct school principals and the Superintendent of Schools to involve the professional staff in the formulation of administration policy and regulations.

ARTICLE 3 - GRIEVANCE PROCEDURE

- A. Definition - A grievance is a complaint that there has been an alleged violation of a specific provision of this Agreement.
- B. Time Limits - All time limits herein shall consist of school days, except during summer recess when days shall mean when the central administration office is open. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement, in writing.

If at the end of seven (7) days next following either the occurrence of any grievance or the date when the grievant should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth below, it shall be deemed to have been waived. Failure of the grievant to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made, and not eligible for further appeal.

Failure of administration to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately.

- C. Levels

Level One - The grievant will present his/her grievance, in writing, to his/her principal or other immediate supervisor. The principal or supervisor will answer, in writing, within seven (7) days.

Level Two - If the grievance is not satisfactorily resolved at Level One, the grievant may present it, in writing, to the Superintendent within seven (7) days of his/her receipt of the Level One answer. Such writing shall include:

1. A description (on the form currently being supplied by the Hudson Education Association to staff members for the filing of grievances) of the events giving rise to the grievance;
2. A specification of the provisions of this Agreement alleged to have been violated; and
3. A statement of the relief sought.

The Superintendent or his/her designee will answer, in writing, within seven (7) days of his/her receipt of the grievance.

Level Three - If the grievance is not satisfactorily resolved at Level Two, the grievant may present it, in writing, to the School Committee within seven (7) days of his/her receipt of the Level Two answer. The School Committee will answer, in writing, within twelve (12) days of its receipt of the grievance.

Level Four - If the grievance is not satisfactorily resolved at Level Three, the Association may within seven (7) days after the grievant's receipt of the Level Three answer, present it to the State Board of Conciliation and Arbitration for arbitration pursuant to Board rules and procedures.

The fees of the Board and of the arbitrators, and the expenses of any required hearings, shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee, other than those expressly set forth herein.

Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the Committee, the Association, and the staff member or group of staff members who initiated the grievance. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this agreement. The

parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

D. General Provisions

1. The School Committee acknowledges the right of the Association to participate in the processing of the grievance at any level.
2. Either party shall have the right to use in its presentation at any level of this grievance procedure, any representative or representatives of its own choosing.
3. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to Level Three.
4. Neither party will take reprisals of any kind against any staff member because of his/her participation or non-participation in this Grievance Procedure.
5. The parties will furnish each other with such information as is requested for the processing of any grievance pursuant to requirements of applicable law.
6. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
7. All grievances must be filed by the staff member or members allegedly aggrieved by the action or inaction at issue, except that the Association may grieve any alleged violation of a contract right specifically conferred upon it (e.g., dues deduction).

ARTICLE 4 - SALARY INFORMATION

- A. The contractual salaries of all persons covered by this agreement are set forth in Appendix A or B of this agreement.
- B. All persons in this salary schedule shall be paid on every other Thursday beginning in September, at a rate equal to the gross salary, minus deductions, divided by the number of payment dates during the salary schedule year which shall run from September 1 to August 31 for the purpose of determining the number of pay days. In the event that the district offices and the schools are scheduled to be closed on a pay date, the district shall pay individuals on the last day the district office is open prior to such a pay date.

Effective August 28, 2012: During the summer months, during the school recess periods, and on days when school has been cancelled or will close early for any reason such as inclement weather or early dismissal before a holiday, employee pay checks or pay advisories shall be mailed to employee home addresses on record with the payroll office on the date that the check/advisory is available.

- C. Effective August 28, 2012: Staff members shall receive the payments due in July and August in a lump sum at the close of the academic year. These checks will be subject to all normal withholding which will be handled by the Town Treasurer. Such lump sum payment shall be made on the last payday in June.
- D. The Committee shall provide the necessary payroll deduction procedures in order that staff members may participate in direct deposit banking, subject to the Town Treasurer's approval.

All employees must enroll in direct deposit, by completing an Authorization for Direct Deposit which is available in payroll and the human resources office.

- E. As soon as practicable after the first pay day in each school year, staff members shall receive a notice of the amount of salary, the gross amount of each pay check, and the number of days sick leave accumulated from prior school years.
- F. The Administration shall also provide the Association with a master seniority not later than December 1st of each year. The information in all the above shall conclusively presumed to be correct unless challenged within four (4) weeks of its issuance.
- G. Cases involving absences of more than the number of accumulated days of leave or unauthorized leaves will be subject to salary deductions at the rate of 1/183rd of the yearly salary for each day of unauthorized absence. Staff members facing salary deductions will be notified, in writing, prior to payday, and deductions will be explained.
- H. Minimum Salary. As a minimum salary is increased, all salaries shall be increased a similar minimum amount.

ARTICLE 5 - TEACHERS' HOURS AND TEACHING LOAD

- A. 1. Changes in starting or dismissal time are reserved to the School Committee by statute - General Laws (Chapter 71, Section 37). The School Committee agrees to discuss with representatives of the Hudson Education Association any contemplated major changes in school hours. Beginning in the 2000-2001 school year, teaching time and thus the length of the school day will be extended by 20 minutes in all schools.
2. At the High School the teachers' work day will start 5 minutes prior to the start of the student school day. The teachers' work day will end 15 minutes after the end of the student school day. Teachers at the high school will not be assigned hall duty or morning bus duty. Any other duties will be assigned on a fair and equitable rotating basis.
3. At the middle school the teachers' work day will start 15 minutes prior to the start of the student school day. It is the intention that during the 15 minutes prior to the start of the school day homeroom teachers will be receiving students into the classroom. All other teachers may be assigned the duty of supervising the drop off of students and their entry into and passage through the building. The teachers' work day will end 10 minutes after the end of the student school day. Homeroom teachers at the middle school will not be assigned lunch duty. Any other duties will be assigned on a fair and equitable rotating basis.
4. At the elementary schools the teachers' work day will start 15 minutes prior to the start of the student school day. The teachers' work day will end 15 minutes after the end of the student school day. It is the intention that during the 15 minutes prior to the start of the school day those teachers responsible for recording student attendance will be receiving students into the classroom. All other teachers may be assigned the duty of supervising the drop off of students and their entry into and passage through the building. Teachers responsible for recording attendance will not be required to have lunch duty. Individual elementary teachers and/or grade level teams will have the autonomy and responsibility to schedule a daily 15 minute outside activity break, weather permitting, at a time that makes sense for their daily instructional schedule. Teachers will supervise this activity break. Any other duties will be assigned on a fair and equitable rotating basis.
5. The parties recognize that the implementation of new technologies into the educational setting may impact on the working conditions of unit members. Prior to the adoption of new technology related policies or procedures, the Superintendent agrees to consult with the Association and afford the Association the opportunity for input. Prior to the School Committee implementation or announcement of any new internet,

acceptable use policy, email, web page, VES, VHS, or other technology based policy impacting unit members, the School Committee agrees to bargain with the Association to the extent required by law.

- B. The school year is proposed to consist of 180 days for students, 183 days for the professional staff (with one for the opening day of school and two for professional development). School may be closed at the discretion of the Committee for a professional development day during which all teachers will work from 8:30 a.m. to 3:00 p.m.

All workdays shall be scheduled between the Tuesday preceding Labor Day and June 30th according to the following schedule:

When Labor Day is on September 1 or September 2, teachers report for duty the day after Labor Day and students start the following day.

In other years, teachers report for duty on the Tuesday before Labor Day, students start on the Wednesday before Labor Day, and there shall be no school on the Friday before Labor Day.

The Director of Pupil Services or the Superintendent may extend the work year for one or more SPED Team Chairs and/or for one or more School Psychologists by up to and including eight (8) additional days at the per diem rate(s) for such SPED Team chair(s)/School Psychologist(s). The High School Principal or the Superintendent may extend the work year for one or more high school guidance counselor(s) by up to and including eight (8) additional days at the per diem rate(s) for such high school guidance counselor(s).

The middle school principal or Superintendent may extend the work year for one or more middle school guidance counselor(s) by up to and including eight (8) additional days at the per diem rate(s) for such middle school guidance counselor(s).

- C. For each month September through June, educators may be required to remain after the end of the regular work day, on one day of the week, for the purposes of attending faculty, grade level, cross grade, curriculum, and/or professional development meetings. These meetings will begin after student dismissal and last for sixty (60) minutes. One meeting a month will be teacher-directed collaboration for the purposes of developing professional practice in service to the objectives of the District and School improvement plans. The day of the week such meetings are held will be determined annually, in May, at a joint labor management team meeting.

Teachers at the high school will also offer 60 minutes of extra help per week to students. Teachers at the middle school will offer three (3) forty-five (45) minute student help sessions during each 4 week cycle. The last school day of the

month administration will publish a calendar that lists the type of meeting that will be occurring each week. Notice which includes type of meeting, objective of meeting, and intended attendees will be provided at least 24 hours prior to the meeting.

- D.
1. Middle and secondary school teachers will be limited to three preparations daily, except by mutual agreement.
 2. Except in cases of emergency:
 - a. All elementary teachers shall have a guarantee of no less than 200 minutes of preparation time per five school days with no less than thirty uninterrupted minutes per school day.
 - b. Teachers in grades 6 and 7 shall have a minimum of one class period each day for the purpose of preparation.
 - c. Effective with the start of the 2013-2014 work year, high school teachers will have:
 - Two periods per seven day cycle for assigned duties
 - One period per student day for preparation, and
 - One period per seven day cycle for professional activities as described below.

Professional activities may include the following:

- Educator evaluation meetings such as team goal setting meetings, individual goal setting meetings, and meetings with evaluators
- Special education meetings
- Section 504 meetings
- Peer observations
- New teacher orientation and induction activities and meetings
- Mentoring activities
- Meetings with parents, students, colleagues, or counselors
- NEASC accreditation activities and meetings
- Assessment of student work
- Other professional activities

The establishment of a professional activities period shall not change the work or activities that have traditionally been performed during preparation periods.

3. Teachers shall have a duty-free lunch period of at least thirty minutes daily in all buildings.
- E. Exceptions to the provisions of Section D above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interest of the educational process. The Association shall be notified of each exception and will be allowed to be heard.
- F. 1. Extra-curricular activities which are approved by the School Committee as part of the educational program, will be directed by sponsors and advisors chosen from faculty volunteers whenever possible. Recommendation for appointment will be made by the Superintendent of Schools. Because the School regards the approved extra-curricular activities as components of the total education program, just as the subject offerings are, it is the responsibility of the Superintendent to appoint qualified personnel to carry out the program. It is the right of the sponsors and advisors to be compensated for their work.
2. Compensation for carrying out assignments of extra-curricular activities shall be in accordance with Appendix A.
- G. Staff members may be required to attend four evening meetings each year.
- H. Notwithstanding any other provision of this Agreement, whenever a principal and/or the Director of Pupil Services approves and a member of the unit voluntarily agrees, a flexible schedule with respect to both hours and days of work may be implemented so long as the total number of days and/or hours does not exceed the total required for other positions in the bargaining unit (e.g. some counselors may start earlier or later and end earlier or later than the regularly scheduled work day; some employees may work some evenings or days when school is not in session).

Flexible scheduling as outlined in this section is limited to guidance counselors, school psychologists and special needs personnel.

The President of the Association will be notified of all instances where flexible scheduling is being implemented.

I. **NURSES' WORKING HOURS AND LOAD**

1. School nurses will be required to work no more than seven consecutive hours, including a one-half (1/2) hour lunch period, which shall be during the regular school day. Hours are to be assigned appropriately according to the school being worked in.

Effective in 2007 – 2008 school nurses will be required to work no more than seven and a quarter consecutive hours, and in 2008 – 2009 an additional 15 minutes will be added to the nurses' schedule. As of the 2008 – 2009 school year nurses will work a 7 ½ hour day.

2. The work year for nurses shall be the same as that for teachers. An exception to this general rule will be that school nurses will assist with physicals with the school doctor.

The principal or superintendent may extend the work year for one or more nurse(s) by up to and including two (2) additional days at the per diem rate(s) for such nurse(s). The scheduling of such additional day(s) shall be determined by the Principal in consultation with the Director of Nursing.

In the event that fall sport physicals are conducted during the summer during out of school hours, each nurse participating shall receive additional compensation at the daily rate of pay to be in effect for the subsequent school year.

3. The High School nurse shall attend the graduation ceremony at Hudson High School in order to be available to provide appropriate professional services as required. The compensation for such attendance shall be at the regular hourly rate for the number of hours actually worked at the request of the High School Principal. If the High School nurse has a prior commitment, she/he shall make arrangements with another member of the unit to provide the professional services required.
4. A nurse will cover the baccalaureate at the high school, if requested by the principal and be compensated at his/her hourly rate.
5. All nurses covered by this Agreement shall be required to be present for three (3) evening meetings during the course of the school year beginning in the 2007 – 2008 year.

ARTICLE 6 - CLASS SIZE (Does not apply to Nurses)

The Committee and the Association agree that reductions in class size limitations are desirable, and to the extent possible, such reductions will be made.

ARTICLE 7 - SUPPLEMENTAL SERVICES

- A. It is the policy of the School Committee to increase the special supplemental services whenever it appears that a proposed service will improve the teaching/learning process and that it is within the limits of the budget.

- B. It is the policy of the School Committee to consider any proposal for supplemental services, which sets forth improvement of instruction or learning as an objective.
- C. The Superintendent shall hire substitutes in the absence of employees in these areas whenever they are available.
- D. Whenever possible, teaching specialists (librarians, special needs educators, and reading specialists) shall not be used to cover other classes of instruction at the expense of those students for whom they are responsible.
- E. In the event of an absence of a school nurse, the Hudson School Administration will make every reasonable effort to provide a substitute registered nurse.

ARTICLE 8 - NON-TEACHING DUTIES (Does not apply to Nurses)

- A. The Hudson School Committee and the Hudson Education Association acknowledge that the primary duty of a teacher is to teach, and that his/her time and energy, to the fullest extent possible, should be utilized to instruct pupils.
- B. The Association and Committee agree that questions relating to the fair distribution of school lunch, bus coverage, and elimination of double duty for specialists will be addressed by the administration and can be handled at labor/management meetings as problems occur.
- C. Teachers shall not be required to collect money for lunches, milk, insurance, and photographs, except in cases of emergency.
- D. Teachers cannot be required to transport students in their private automobiles. Teachers may transport students in private automobiles during the workday if they have the prior written approval of their principal. This language in no way precludes teachers from transporting students in their own vehicles at their own risk outside of the teacher workday without the prior approval of their principal.
- E. The Association President will not be assigned non-teaching duties.

ARTICLE 9 - EMPLOYMENT

- A. At the time of employment, the staff member and Superintendent, will mutually agree upon the initial placement on the applicable salary schedule, and all further progress on the schedule will be from that agreed upon placement, except that there shall be no placement to a position on the scale higher than would have been the case had the staff member's entire teaching career been in Hudson.

- B. Staff members who have left the Hudson Public Schools will not, whenever re-employed in the bargaining unit, be placed at a lower numbered step in their new applicable salary schedule than the numbered step held when terminated.
- C. Credit for military service will be given in accordance with the statute.

ARTICLE 10 - ASSIGNMENTS

- A. Staff members will be notified, in writing, of their programs for the coming year, the schools to which they will be assigned, and the grades or subjects that they will have, as soon as practicable and under normal circumstances not later than August 15th.
- B. Teachers will not be assigned outside the scope of their teacher certificates or licenses.
- C. To the extent possible, changes in grade assignments in the elementary schools and in subject assignments in the secondary schools, will be voluntary.
- D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of intra-school travel. Teachers who are assigned to more than one school in any one school day will be compensated at the yearly rate of \$150.00 per additional school per day in place of mileage.
- E. Nurses Travel. \$600 per year, per nurse, only when the nurse's workload includes more than one school. Payments will be made on November 30, March 30, and June 30.
- F. School Psychologist will receive \$1,000 per school year for school-related travel, only when the School Psychologist workload includes district-wide assignment. If more than one (1) person is in the position, the \$1,000 shall be divided equally.

ARTICLE 11 - TRANSFERS (Does not apply to Nurses)

The Hudson School Committee and the Hudson Education Association recognize that transfer of teachers from one school to another is sometimes unavoidable. They also recognize that frequent transfer of teachers may be disruptive of the educational process and may interfere with optimum teacher performance. Therefore, they agree as follows:

- A. When changes in the grade organization or a reduction in the number of teachers in a school is necessary, the teachers in the school will be notified as early as possible, and requests for transfer will be invited. Insofar as it is possible, volunteers will be given preference when transfers are made.

- B. When involuntary transfers are necessary, a teacher's area of competence, type of certification, major and minor fields of study, quality of teaching performance, and length of service in the Hudson Public Schools will be considered in determining which teachers are to be transferred. Teachers being involuntarily transferred will be transferred only to comparable positions when vacancies in such positions exist. All involuntary transfers will be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher will be notified of the reasons for the transfer.

In the event that a teacher continues to object to the transfer after this meeting, the teacher may invoke the grievance procedure (Article 3).

- C. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Hudson school system.
- D. Notice of transfer will be given to teachers as soon as practicable, and under normal circumstances not later than May 15th.
- E. Exceptions to the provisions of Sections A, B, and C, and/or D above, may be made only if the Superintendent of Schools determines that it is in the best interests of the teacher(s) and/or the school(s) affected. The Association will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure.
- F. Teachers desiring a transfer will submit a written request to the Superintendent or his/her designee, stating the assignment preferred. Such requests must be submitted between September 1st and February 1st of each school year. All requests will be acknowledged in writing.

ARTICLE 12 - REDUCTIONS IN STAFF

- A. In the event that a reduction in staff occurs, displaced tenure teachers shall have the right to replace any non-tenure teacher holding a position for which the tenure teacher is certified; or, should no such position exist, replace any tenure teacher with less system-wide seniority holding a position for which the senior tenure teacher is certified, provided that ability, training, and experience in the subject matter of the senior tenure teacher are at least equal to that of the junior tenure teacher in the position. If a group of teachers has identical length of service and certification, then lots will be drawn among said teachers to determine seniority.

- B. In the event it becomes necessary to lay off a nurse or nurses, the principle of seniority in the Hudson Public Schools shall be the major element in determining the order of lay off, along with the recommendation of the Superintendent of Schools. Any nurse laid off under this provision shall have recall rights for two (2) school years following said lay off.
- C. Tenure teachers who have been laid off will have recall rights for two years from the effective date of their respective layoffs. During the recall period, teachers will be given preference for positions for which they are qualified as they develop. The recall right must be exercised by the teacher within two weeks of receipt of a registered mail notice of recall. All benefits to which a teacher was entitled at the time of layoff will be restored in full upon re-employment.
- D. On or after September 1, 1982, time spent on any authorized leave of absence will not constitute a break in seniority, and seniority will accumulate up to one (1) year during such periods. A layoff of tenured teachers placed on the recall list in accordance with this Article will not constitute a break in their seniority, but the seniority of a teacher not recalled in accordance with this Article will be broken.
- E. Teachers laid off under the provisions of this Article shall be given initial consideration on the substitute list if they choose to be so recorded.
- F. The Committee will recommend to the Town of Hudson that a staff member laid off and on the recall list be allowed to continue being covered under any health or medical insurance applicable to staff members, provided that said staff member pays the full cost thereof and according to procedures established by the Town Treasurer.
- G. 1. A dismissal vote to effectuate a layoff shall be treated as a vote to place the laid off staff member on an involuntary leave of absence without pay for the period in Article 12 Section C of this Agreement, during which recall period the laid off staff member shall retain his/her tenure to the extent permitted by law and all applicable rights under this Agreement.

It is the intent of the Committee that staff members who are placed on involuntary leave of absence status shall be eligible for unemployment compensation to the extent permitted by law.

- 2. If any provision or application of this paragraph shall be found contrary to law, statute, or valid regulation, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect, and the parties specifically further agree then to take all steps within their legal power to the maximum extent possible in a legally permissible manner the object(s) and purpose(s) of this paragraph as set forth below.

- a. To provide tenure teachers who are laid off with tenure or tenure-like long-term job security protection during their recall period, and tenure status after any recall.
 - b. To permit tenure teachers to be covered by applicable collective bargaining agreement provisions during their recall period and;
 - c. To effectuate a layoff process that will minimize, if not avoid, the uncertainty and resulting educational disruption to students of changing teachers during the school year and minimize, if not avoid, any back pay during a difficult financial year that might otherwise arise out of a court determination that the School Committee misinterpreted or misapplied any right or obligation or any other aspects of G.L. c. 71 Section 42 or any other tenure law provision.
- H. Any grievance filed by any staff member contesting a layoff pursuant to this Article, must be filed within seven (7) school days (or administrative office days during the summer recess) of the School Committee vote of that layoff, and must be filed directly with the School Committee. The School Committee, the grievant and/or their respective representatives will immediately meet in an attempt to resolve any such grievances and agree to cooperate in an effort to obtain an expedited arbitration resolution of any such unresolved grievances before the August 1st following said vote.
- I. In the event a teacher is laid off and subsequently transferred to a lower paying position in the bargaining unit, and an opening occurs during the school year, said employee may be recalled to any such opening they are qualified to fill, as they occur, or maintained in the lower rated paying position, the Committee agrees to make up the difference between the two salary schedules for the remainder of the school year. Further, said employee will be recalled to the next open position if it exists at the beginning of the school year.
- J. In the event a member of the bargaining unit is appointed to a non-unit administrative position, said person shall be allowed to maintain his/her seniority until the June 30th of the first full school year said person has been employed in that position. For the purposes of this provision, a person is deemed to be employed in said position effective the first day he/she actually works in it.

ARTICLE 13 - NOTICE OF VACANCIES

- A. Whenever any vacancy in a position covered by the contract occurs, it will be publicized by the Superintendent of Schools or his/her designee electronically on the Hudson Public Schools website and distributed by district wide email. The qualifications and job specifications for the position will be set forth. Adequate time limits for receiving applications will be set. The approximate date of the

appointment to fill the vacancy will be announced. If a change in qualifications is necessary to attract additional candidates or to meet changing needs, modifications in the announcement will be posted as outlined earlier in this section.

- B. All qualified teachers will be given adequate time to apply. The School Committee agrees to give weight to the length of time that applicants from the Hudson Public Schools have been in service in the Hudson schools and to the degree of success they have achieved. A teacher who applied but was not chosen may request a written explanation from the Superintendent of Schools or his/her designee.

The provisions of this Article which give preference to incumbent employees do not apply to those positions which are supervisory in nature and/or those positions which are not part of the bargaining unit or paid a stipend.

ARTICLE 14 - EVALUATION

- A. The Teacher Evaluation Procedure as set forth in Attachment 1 of this Agreement. To the extent any provision contained in this Article, as it relates to the subject matters addressed in Attachment 1, conflicts with Attachment 1, Attachment 1 shall control.
- B.
 - 1. A staff member will have the right, upon request to the Superintendent or his/her designee, to review the contents of his/her personal file. A staff member will be entitled to have a representative of the Association accompany him/her during such review.
 - 2. No evaluation report or material derogatory to the staff members' conduct, service, character, or personality will be placed in his/her personal file unless the staff member has had the opportunity to review the material. The staff member will acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The staff member will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any written formal complaints regarding a staff member made to any member of the administration by any parent, student, or other person, will be promptly called to the attention of the staff member.
- D. The Association recognizes the authority and responsibility of administrators for disciplining or reprimanding a staff member for delinquency of professional performance. If the staff member is to be reprimanded by a member of the

administration, he/she will be entitled to have a representative of the Association present.

- E. No staff member will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- F. The decision of the Superintendent as to the dismissal, or non-reappointment of a non-tenure teacher is not subject to the grievance and arbitration procedures of this contract.
- G. All monitoring or observation of the work performance of a staff member will be conducted openly and with full knowledge of the staff member. The use of public address or audio systems and similar surveillance devices, shall be strictly prohibited. Staff members will be given a copy of all evaluation and observation reports. In cases where a teacher wishes to respond to the report in writing, the teacher shall have the same amount of time that elapsed between the observation and the receipt of the report, with a minimum of five school days.
- H. No member of the bargaining unit shall evaluate another member of the bargaining unit.
- I. Art Teachers, Music Teachers and World Language Teachers will be evaluated by the subject matter Coordinators in conjunction with the building principal.

Nurses' Evaluation

The Director of Nursing will be the evaluator of the nurses in collaboration with the building principal.

ARTICLE 15 - TEACHER FACILITIES

Each school will have the following facilities:

- A. Space in each classroom in which teachers may store instructional materials and supplies under lock and key.
- B. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. When space becomes available, and in planning new construction, the School Committee will provide an appropriately furnished room which will include a telephone (for incoming calls only), to be reserved for the exclusive use of the teachers as the faculty lounge. This room will be in addition to the aforementioned teacher work area.
- D. A serviceable desk and chair for the teacher in each classroom.

- E. A lavatory facility set aside for the exclusive use of staff members.
- F. At schools, which have parking lots, an adequate portion of the parking lot at each school will be reserved for staff parking.
- G. There will be at least one bulletin board in each faculty lounge for the purpose of displaying notices, circulars, and other Association material.
- H. If the Association notifies the Superintendent or his/her designee in writing of a condition which it deems to be unsafe or unhealthy in the workplace, the Superintendent or his/her designee will conduct an appropriate investigation and will advise the Association in writing of what action, if any, will be taken.

NURSES' FACILITIES

In each public school, space will be provided, when possible, for nurses to store health supplies, material, and records under lock and key.

ARTICLE 16 - USE OF SCHOOL FACILITIES

The Association will have the right to use school buildings, without cost, at reasonable times. The Principal of the building will be notified in advance of the time and place of all such meetings. The School Committee reservation procedure must be followed in order to avoid conflicts.

ARTICLE 17 - SICK LEAVE

- A. During the first full three school years of service, unit members will be entitled to twelve (12) sick leave days per year. Beginning with the fourth full year of service, they will be entitled to thirteen (13) sick leave days per school year.

Nurses will be entitled to twelve (12) sick leave days in each school year.

After completing three years of service, nurses shall be entitled to thirteen (13) sick days each school year.

- B. Staff members absent on sick leave more than five (5) consecutive school days may be required by the Superintendent of Schools or his/her designee to present a medical doctor's or dentist's statement regarding the cause of the absence. Statements from chiropractors do not satisfy the requirements of this section unless accompanied by a physician's note.

Effective September 2003, if an employee is absent for more than twenty (20) consecutive school days or thirty (30) cumulative school days in one school year, and where there is reasonable suspicion that abuse of sick leave may be

occurring, the Superintendent may, upon written notice, require the employee to be examined by a licensed physician. Upon submission of a list of three or more physicians designated by the Superintendent, at least one of which being of the same gender as the employee, the employee will have three days in which to make an appointment with one of the doctors on the list. Where the suspicion exists, the Superintendent shall inform the individual five days prior to requiring an employee to be examined. In such circumstances, the Committee will pay for the cost of said examination.

- C. All staff members who have fifteen (15) years of service or more as members of the bargaining unit, shall upon retirement no earlier than June 30th and no later than August 31st or death, receive a sick leave compensatory benefit of sixty dollars (\$60) per day for all accumulated sick leave provided the individual gives written notification to the administration not later than November 1st of the school year in which s/he intends to be his/her last year of service in the Hudson Public Schools.

Effective 2015 – 2016 school year, the Committee shall not be obligated to expend more than \$115,000.

Effective 2016 – 2017 school year, the Committee shall not be obligated to expend more than \$115,000.

Effective 2017 – 2018 school year, the Committee shall not be obligated to expend more than \$115,000.

In order to be eligible for the benefits of this section, an irrevocable letter of resignation for purposes of retirement must have been given to the Superintendent no later than November 1st of the school year in which he or she intends to be his/her last year of service in the Hudson Public Schools.

In the event that this amount is insufficient to satisfy the requests of all applicants for a given year, applicants shall be disqualified in order of inverse date of receipt of their letter of application until the amount is sufficient to pay the remaining applicants. Ties will be broken by disqualifying applicants in inverse order of seniority. An individual so disqualified shall be freed from the restrictions imposed in his/her letter of resignation and may apply for the benefit pursuant to the terms of this article in another school year.

In the event of death, said situation shall take precedence over the above-mentioned procedure. Further, said sick leave compensatory benefits shall be paid to the staff member's estate at the end of the fiscal year regardless of the staff member's length of service.

The sick leave compensatory benefit shall be paid by the August 31st immediately following the completion of the school year, which is the applicant's last year of service in the Hudson Public Schools.

In the event that there are unexpended funds in Article 33 (Retirement Incentive), said unexpended funds will be used to fund obligations under Article 18C (Sick Leave Compensatory Benefit).

Notwithstanding any provision to the contrary in Section C of Article 18, the superintendent, in his/her sole discretion, may grant an employee with fifteen years of service or more the retirement incentive provided for by Section C when the employee wishes to retire during the school year and the superintendent has determined that such retirement date will not be unduly disruptive to the education of students. The exercise of the superintendent's discretion shall not be subject to the grievance or arbitration provision in Article 3.

ARTICLE 18 - SICK LEAVE BANK

- A. The Committee agrees to establish a sick leave bank for members of the bargaining unit as defined herein who have exhausted their accumulated and annual sick leave days through prolonged and serious illness.
- B. Participation is voluntary, but requires a donation of one (1) day of his/her annual sick leave in order to fund the bank.
- C. Open enrollment for the sick leave bank runs from May 1st until May 31st of any given year. New employees hired during a school year may enroll in the sick leave bank within 30 days of employment. Employees who do not join the sick leave bank, will not be permitted to join the sick leave bank until the subsequent annual open enrollment period. Employees continue as members until employment ends or until they fill out an Opt Out Form during open enrollment.
 - 1. Effective September 1, 2015, (2015-2016 school year only) all non-enrolled employees must complete an Enrollment and Opt Out Form by September 30, 2015. They may enroll by authorizing the donation of the required contribution of the employee's available sick leave, or they may opt out by signing the Opt Out Form.
 - 2. Employees who fail to meet the established deadlines will automatically be enrolled in the sick leave bank, and will be assessed one (1) sick day.
- D.
 - 1. The total amount of sick leave in the sick leave bank shall not exceed two hundred and fifty (250) days at any one time.
 - 2. In the event that the number of days in the sick leave bank falls below twenty-five (25) days during the school year, each member of the bank

shall be assessed one (1) day of sick leave, above and beyond any initial contribution made under Paragraph C.

3. Any days remaining in the bank at the expiration of the term of this Agreement shall accumulate for a subsequent Agreement if the bank is renegotiated.
- E. Those days set aside in the bank will be used to provide staff members of the bank extended sick leave at full pay upon exhaustion of their own individual sick leave, both annual and accumulated. No days may be withdrawn from the Sick Leave Bank for use for any illness other than prolonged illness or accident of the member of the bank. Days may not be withdrawn to permit an individual to stay at home to care for a member in his/her immediate family. Sick days withdrawn from the bank will be actual workdays, in which school was in session, excluding weekends, holidays, school closings, and vacation periods.
- F. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the School Committee, with an alternating chairman who votes only in case of ties, to be designated by the Association in the 2005-2006 school year and alternating between the Committee and Association annually thereafter.

The Sick Leave Bank Committee shall determine, on a majority vote, the eligibility for members requesting leave from the bank and the amount of leave to be granted. Applications can be denied by the Sick Leave Bank Committee if, in its opinion, any of the following apply:

1. Prior use of personal sick leave.
2. Insufficient medical evidence of need.
3. Disability does not warrant absences from employment.
4. Lack of days in the bank.
5. Other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

Procedure:

1. Application made to the Superintendent or his/her designee to be forwarded to the Committee.
2. Committee will meet within ten working days of application.
3. Notification, in writing, given to applicant by chairperson within three (3) working days.

4. Applicant must have used all their accumulated sick leave. Application may be submitted prior to the exhaustion of sick leave.
 5. Sick Leave Bank benefits shall be effective the day following the exhaustion of the applicant's accumulated sick leave, retroactively, if necessary.
- G. The initial grant shall not exceed fifteen (15) days. Upon completion of the initial fifteen (15) day period, the period of entitlement may be extended by majority vote of the Sick Leave Bank Committee up to a maximum of forty-five (45) days upon demonstration of need by the applicant. Any sick leave granted under this section shall expire at the end of the applicable school year for the individual involved. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, and not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 19 - TEMPORARY LEAVES OF ABSENCE

- A. Staff members will be entitled to the following temporary leaves of absence with pay each school year:
1. Bargaining unit members will be entitled to two (2) days leave of absence for personal time off. One personal time off day may be used immediately before or after holidays or vacation periods for the purpose of extending the holiday or vacation period (excluding Labor Day). Bargaining unit members may only request to extend a holiday or vacation by one day once per school year. Personal time off days not extending a holiday or vacation period may be used consecutively. Both types of leave require a minimum of a 30 day notice. In the event that there are more requests made than substitutes available to cover the leave, bargaining unit members will work collaboratively to address the issue. If there is no resolution, requests will be filled on a first come first serve basis. Application for a single personal time off day not used to extend a holiday or vacation period will be made at least 24 hours before taking such leave (except in cases of emergencies). Application for all personal time off leave will not require a stated reason for taking such leave other than that he/she is taking it under this section. Effective the 2015-2016 school year one unused personal time off day will be rolled over to personal time off the following school year, the remainder will be converted to sick leave. Banked personal time off days will not exceed three (3) in a school year.

On or about May 15, 2016 the superintendent and association leadership will meet to discuss the language surrounding personal time off days that are used immediately before or after holidays or vacation periods for the purpose of extending the holiday or vacation period. If there is an issue and no resolution can be made by the last day of school, the collective

bargaining agreement will default to the language regarding extending a holiday or vacation period as presented in the August 28, 2012-August 27, 2015 collective bargaining agreement.

2. Bargaining unit members may be granted up to three (3) days each school year to observe recognized major religious holidays of the religious faith to which such members belong, when such holiday falls upon a day when school is in session. The Superintendent of Schools shall be the final arbiter of what is a recognized major religious holiday. Notice to the principal or Superintendent must be given fourteen (14) days in advance of the holiday where practicable. In no case will the absence be approved with less than three (3) days notice. Approved absence for such religious holiday shall not be deducted from personal leave or sick leave.
3. Time necessary for elected Association representatives to attend Massachusetts Teachers' Association and National Education Association conferences and conventions.
4. Time necessary for appearance in legal proceedings connected with a staff member's employment in the school system and in other cases where the staff member has been cited as a material witness.
5. Up to five (5) days at any one time in the event of death of staff member's spouse, significant other, child, brother, sister, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, or immediate member of the household.

Staff members will be granted up to two days at any one time in the event of the death of a staff member's grandfather, grandmother, brother-in-law and/or sister-in-law. Staff members will be granted up to one day at any one time in the event of the death of the staff member's uncle, aunt, niece, nephew, or close friend.

Significant other shall be defined as one adult other than a "blood relative" or an in-law, whom the teacher identifies on a form provided by the employer with input from the Association President, as residing in the teacher's household with whom the teacher has an emotional, physical and financial relationship similar to that of a married couple, but whom the teacher chooses not to marry or cannot legally marry. The two adults involved must share a mutual obligation of support for the basic necessities of life. This definition of significant other applies only to Section 20A.4.

6. A maximum of ten (10) days per school year for persons called into temporary active duty or any unit of the U. S. Reserves or the state National Guard provided such obligations cannot be fulfilled on days when

school is not in session. Staff members will be paid the difference between their regular pay and the pay, which they receive from the State or Federal government.

- B. Leaves taken pursuant to Section A will be in addition to any sick leave to which the staff member is entitled.
- C. Seven school days' leave for illness in the immediate family, requiring the staff member's personal attention, may be charged against sick leave.
- D. The Superintendent may in his/her sole discretion grant such additional time and/or temporary leave, as he deems appropriate.
- E. Parental Leave for Non-Birth Parent. A staff member, who is the non-birth parent, may use up to five (5) days of his/her accrued sick leave for the birth or adoption of the staff member's child not previously residing in the staff member's household. The five days start with the date of birth or adoption of the child. The Superintendent, in his sole discretion, may grant a request by the eligible staff member to adjust the scheduling of the five days.

ARTICLE 20 - EXTENDED LEAVES OF ABSENCE

- A. Effective September 1, 1996, time spent on any authorized leave of absence will not constitute a break in service and seniority will accumulate for only the first year of any such leave.
- B. The Committee agrees that up to three (3) staff members designated by the Association will, upon request, be granted a leave of absence for up to two (2) years, without pay, for the purpose of engaging in Association (local, state, or national) activities.
- C. A leave of absence without pay of up to two years may be requested by any staff member to join the Peace Corps, Vista, or the National Teacher Corps, or to serve as an exchange teacher. Upon return from such leave, a staff member will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- D. A leave of absence without pay or increment, of up to one year may be requested for the purpose of caring for a sick member of the staff member's immediate family. Additional leave may be granted at the discretion of the Committee.
- E. The Committee agrees to consider a leave of absence of not less than one year, nor more than four years, without pay or increment, for any staff member to campaign for or serve in a public office.

- F. After five (5) years' continuous employment in the Hudson school system, a staff member may be granted a leave of absence without pay or increment, for up to one (1) year for health reasons. Requests for such leave must be supported by appropriate medical evidence.
- G. Any staff member whose sick leave extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery. Appropriate medical evidence will be required to support requests for leave and for reinstatement.

Effective September 2003, if an employee is absent for more than twenty (20) consecutive school days or thirty (30) cumulative school days in one school year, and where there is reasonable suspicion that abuse of sick leave may be occurring, the Superintendent may, upon written notice, require the employee to be examined by a licensed physician. Upon submission of a list of three or more physicians designated by the Superintendent, at least one of which being of the same gender as the employee, the employee will have three days in which to make an appointment with one of the doctors on the list. Where the suspicion exists, the Superintendent shall inform the individual five days prior to requiring an employee to be examined. In such circumstances, the Committee will pay for the cost of said examination.

- H. Requests for other appropriate leaves of absence will be considered by the Committee.
- I. All benefits to which a staff member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to a position similar to that which he/she held at the time his/her leave commenced.
- J. All requests for extensions or renewals of leaves will be applied for in writing before February 1st, and will be answered in writing.
- K. Maternity Leave.
 - 1. A staff member who is pregnant shall be entitled to up to eight weeks leave of absence for purposes of childbearing and recovery therefrom. During said childbearing leave the employee may use her accumulated sick leave for periods of actual disability as a result of the pregnancy.
 - 2. A tenured staff member who becomes a parent (natural or adopted) may take a leave of absence without pay for the remainder of the school year in which the child is born or adopted and for the following school year provided the teacher has requested said leave, except in cases of emergency, at least sixty (60) days prior to the date on which the leave is to begin.

3. During periods of childbearing and childrearing leave employees may continue to participate in the health and life insurance programs offered by the Town of Hudson in accordance with the requirements of Chapter 32B of the Massachusetts General Laws.
4. Upon return from childbearing and/or childrearing leave the employee shall be returned, subject to the provisions of Article 12 - Reductions in Force, to their previous or a similar position with the same status, pay length of service, credit and seniority as of the date their leave commenced.

L. Statement of Intent.

A staff member on extended leave of absence shall submit to the Superintendent of Schools, in writing, a statement of intent for the following year. The statement must be received not later than February 1st, and must be renewed each year. The Superintendent may require a staff member to abide by the statement.

- M. The Committee will recommend to the Town of Hudson that a staff member on extended leave of absence be allowed to continue being covered under any health or medical insurance applicable to employees, provided that said staff member pay the full cost thereof, and according to procedures established by the Town Treasurer.

ARTICLE 21 - PROFESSIONAL LEAVE

- A. The Committee recognizes the value to the school system of providing ample opportunity to the staff for in-depth or extended pursuit of advanced education. In recognition of this need, therefore, it is agreed that the following extended leave policy for advanced study shall be in effect.

1. Sabbatical Leave.

- a. Any member of the professional staff who shall have seven years of consecutive service in Hudson will be eligible for extended leave of not less than one semester and no more than two for the purposes of extended or advanced study. The minimum time requirement may be waived by the Committee for adequate reason, but in no case can such a waiver be granted if it causes the exclusion of other candidates eligible under the minimum requirements.
- b. Application for extended leave must be submitted before December 15th to the Superintendent of Schools.
- c. All successful applicants shall be notified prior to April 15th.

- d. Awards will be granted on a merit basis.
- e. Compensation shall be at half pay.
- f. Successful applicants will be relieved of all normal responsibilities during the term of the leave.
- g. Upon completion of the leave, successful applicants will return to the school system for a period of at least twice the duration of the leave.
- h. Failure to satisfy the conditions of provision (g) will require that the candidate return to the Town of Hudson an amount equal to the proportion of his/her obligation not fulfilled.
- i. The Committee may require a report of the candidate's experience while on leave and at a reasonable time following the termination of the leave.
- j. The Committee will recommend to the Town of Hudson that a teacher on a sabbatical leave of absence be allowed to continue being covered under any health or medical insurance applicable to teaching employees, provided that said teacher pay the full cost thereof, and according to the procedures established by the Town Treasurer.

2. Leave of Absence for Professional Meetings.

- a. The School Committee encourages attendance of staff members at professional meetings. In order to promote staff participation at such meetings, the School Committee will offer the following financial assistance:
- b. Staff members who are delegated by the Superintendent of Schools to attend professional meetings will be fully compensated for expenses.
- c. Staff members who are officers of a professional organization may attend a formal meeting of the organization and may request compensation if the organization does not compensate them for expenses. Major participation is defined as reading a paper, delivering an address, or serving as a panel member at a national conference.

- d. Staff members who are members of a learned society, who wish to attend a professional meeting of the society, may apply to the Superintendent of Schools for a leave of absence to attend, and for compensation of the expenses incurred. It is expected that strict economy will be practiced in the choice of accommodations and in the mode of travel.
 - e. The cost of substitutes during leaves of absence to attend professional meetings will be borne by the School Committee.
 - f. The School Committee will look with favor on proposals to sponsor jointly with the Hudson Education Association delegates to national conferences. It will match the contribution of the Hudson Education Association up to an amount equal to one-half the expenses incurred by the delegates.
 - g. The Superintendent of Schools or his/her designee is authorized to approve expenses up to \$200.00. Anticipated expenses in excess of \$200.00 may be submitted to the School Committee for approval prior to attending the conference.
- B. The Committee encourages inter-school and intra-school visitation. Staff members shall be entitled to not more than three (3) days for such purpose. If more than 20 miles travel (round trip) is involved, the staff member shall be paid for mileage expenses at the usual rate. In any case, a visit to another school system within the intent of this article shall be deemed school business, and the usual meal allowance shall be in effect.
- C. Requests will be made to the Superintendent of Schools or his/her designee. The availability of substitutes and the number of people out of the building shall be a factor in the decision to grant requests. The Association and Committee agree that the Superintendent or his/her designee will administer the policy with flexibility regarding the number of teachers who will be allowed to attend such meetings.
- D. Reports of conferences and school visits will be made to the Superintendent of Schools or his/her designee.

ARTICLE 22 - ORIENTATION, MENTORING AND INDUCTION

The School Committee and the Education Association recognize the need to properly orient new staff members to the unique requirements of the Hudson School System. In recognition of this need, therefore, it is agreed that the Association will participate in the orientation of new staff at least to the following extent:

- A. On the day prior to the opening day of school, the President of the Hudson Education Association, or his/her designee, will be provided time to address the assembly of the faculty.
- B. In the formal program provided by the school system for the orientation of new staff, adequate participation of Association representatives will be provided.
- C. The names of all new staff members and their building, grade, and assignments will be provided to the Association.
- D. All teachers new to Hudson are required to participate in Hudson's orientation, induction, and mentoring program during their first year. Teachers new to Hudson will participate in up to 8 induction meetings to be held after the regular school day. In their first year the induction meetings are mandatory. In their second and third year the induction meetings are voluntary.

Teachers who serve as mentors will receive the following compensation: For mentoring one new teacher \$600, for each additional teacher \$350. Teachers serving as a Lead Mentor will receive \$1,000. Teachers eligible for Professional Development Points will receive PDP's.

ARTICLE 23 - IN-SERVICE WORKSHOP DAYS

- A. The School Committee agrees to the following procedure for in-service training.
 - 1. The hours of work when full days are scheduled will be 8:30 a.m. to 3:00 p.m. and when half days are scheduled 12:30 p.m. to 3:30 p.m.

After the 2014-2015 school year, the Superintendent may schedule up to three (3) full days and up to seven (7) half days, September through June, one of which will be the last day of the school year for in-service activities. Half days may not be scheduled on Fridays unless it is the last day of the school year. In no event will the work year for teachers exceed 183 days.
 - 2. The agenda for in-service days will be structured by the central administration and principals, with consideration being given to the requests and suggestions of the HEA. To the extent possible, such days will be focused on pedagogy, subject matter competency and the active engagement of educators in the learning process rather than curriculum writing.
 - 3. Although the in-service program will be planned to make maximum use of staff talents, outside consultants may be required. In such a case, the Committee agrees to pay the reasonable costs of said consultants.

4. Before changing its published release time schedule for in-service training, the School Committee agrees to consult with the Association.
 5. In the event that a workshop is held outside of the school district and attendance is mandatory for a substantial number of teachers, transportation to and from the site of the workshop will be provided.
- B. The Committee recognizes the need to provide individual staff members with adequate opportunity to develop curriculum or learning improvement programs or materials. In recognition of this need, therefore, it is agreed that upon submission to the Superintendent of a specified meritorious plan, individual staff members may be released from normal responsibilities for the purpose of research, grant writing, or development of improved curriculum materials. The duration of release shall be appropriate to the need; and during the time of release, a substitute will be hired to replace the released staff member.

ARTICLE 24 - SCHOOL LIBRARIES

- A. The School Committee agrees to maintain libraries in each of the school buildings.
- B. The Committee agrees to instruct the school administration to staff the libraries by whatever means are available to it in order to provide library service to all pupils.
- C. The School Committee agrees to accept gifts of money, books, or library materials for the school libraries.

ARTICLE 25 - COMMUNICATION

The School Committee and the Education Association agree that free and open communication between the two organizations will benefit the Hudson Public Schools. To further this end, it is agreed that:

- A. Special meetings of the School Committee and the Education Association may be requested by either organization.
- B. On a date each month set by mutual agreement at the beginning of the school year, the Superintendent of Schools or his/her designee will meet with an Advisory Council composed of representatives from each building, for the purpose of discussing school business.
- C. The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the staff members and the students, together

with any other available information which may be necessary for the Association to process grievances under this Agreement.

- D. The Education Association will be provided, upon request, with the minutes of School Committee meetings.
- E. The Education Association will be provided, upon request, with a copy of the report of the Superintendent of Schools and with a copy of the agenda, prior to each School Committee meeting.

ARTICLE 25-A - PROFESSIONAL IMPROVEMENT

The Hudson School Committee, through its Recurrent Study Program, wishes to assist those staff members who are seeking to enrich and broaden their education. Upon recommendation of the Superintendent of Schools, the School Committee does hereby approve a 50% subsidy for the cost of courses in advanced training, such subsidy not to exceed 50% of the cost of a University of Massachusetts, Amherst graduate level course, and such courses not to exceed three courses per year per teacher.

- A. Application for subsidy must be made and approval from the Superintendent of Schools or his/her designee must be received before beginning the course.
- B. The subsidy for approved courses will be payable only after evidence of successful completion of the course is presented to the Superintendent of Schools or his/her designee and the bill form submitted showing the out-of-pocket cost to the staff member.

To be eligible for reimbursement, employees shall submit the required documentation for reimbursement to the business office within sixty (60) calendar days of completion of the course.

- C. Staff members will be reimbursed in full for courses which they are specifically requested to take by the Administration, exclusive of salary rates specified in Appendix A, B, or C.
- D. Courses taken in order to achieve certification or renew certification, are not covered by this policy.
- E. The School Committee agrees to maintain a central professional library for the use of the staff and administration at the high school, middle school, Farley School, Mulready School, and Forest Avenue School.

ARTICLE 26 - PERSONAL INJURY BENEFITS

- A. Whenever a staff member is absent from school as the result of an injury sustained in the course of his/her employment, said injury must be reported to

his/her principal as soon as possible. The employer shall initiate a Workers Compensation claim as soon as possible. While the claim is being processed, the employee may use his/her accumulated sick leave provided that upon receipt of a Workers Compensation payment or lump sum settlement, the employee pays the Town the full amount of said payment or settlement attributable to the period during which the Town of Hudson provided sick leave benefits. Thereafter, said sick leave will be restored to the teacher's account up to the maximum accumulation permitted by this Agreement. Should an employee exhaust his/her accumulated sick leave while awaiting a determination of eligibility, the School Committee agrees to review the circumstances and needs presented by each case and may grant said teacher additional sick leave in accordance with the provisions of this Section.

- B. The Committee will reimburse staff members for any clothing or other personal property damaged or destroyed in the course of his/her employment, except where the staff member's negligence was the cause of the loss, or where reimbursement is obtained from another source.
- C. Student Transportation. The Association and Committee agree that the Committee will write a policy letter indicating liability responsibilities concerning the transportation of students.

ARTICLE 27 - PROTECTION

Staff members will immediately report, in writing, to the building principal and the Superintendent of Schools, all cases of alleged assault and/or battery on staff members in which they are involved in connection with their employment in the Hudson Public Schools. The Superintendent of Schools will forward the report to the School Committee. Both the staff member and the School Committee will comply with any reasonable request for information relating to the incident.

ARTICLE 28 - INSURANCE AND ANNUITY PLAN

- A. The Committee will cooperate with the payment by the Town of the maximum percentage allowed by law, as authorized by the Town, of the cost of the following types of insurance coverage:
 - 1. Term life insurance to the maximum amount authorized by the Town.
 - 2. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield, or the type presently available to staff members.
 - 3. Other health insurance plans presented by the Association and approved by the Committee, which they may legally provide for staff members.

4. Disability Insurance: A salary deduction check off will be provided for a single disability insurance program to be identified in writing by the Association, contingent upon approval by the town. Participation will be voluntary and the Committee will have no financial obligation associated with the cost of this benefit.
- B. Staff members will be eligible to participate in those "tax sheltered" annuity plans established pursuant to United States Public Law No. 87-370.

ARTICLE 29 - DUES DEDUCTIONS

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws and, in accordance therewith, shall certify to the Town Treasurer all payroll deductions for the payment of dues to the Association duly authorized by the staff members covered by this Contract.

ARTICLE 30 - INSTRUCTIONAL SUPPLIES AND EQUIPMENT

- A. The Committee recognizes the need for providing adequate supplies, equipment, and materials to teachers in order to assist them in the effective achievement of their responsibilities. In recognition of this need, therefore, it is agreed that by October 15th of each year all staff members will be given an opportunity to express, in writing, their needs for supplies, equipment, and materials for the following year. Their request will be given to the Principals and Department Coordinators, who will compile all of the requests and forward them intact to the Superintendent or his/her designee. The Superintendent or his/her designee will compute the total cost of all requests and present the total request to the Committee not later than December 15th.
- B. Any staff member who believes that his/her requests have not been given proper consideration, may request a conference with his/her immediate supervisor.

ARTICLE 31 - AGENCY SERVICE FEE

1. Effective the thirtieth day following the ratification of this agreement, each member of the bargaining unit who is a member of the Association in good standing shall be required to maintain such membership in the Association or upon demand pay an Agency Service Fee not to exceed the maximum amount allowed by law.
2. Effective the thirtieth day following the ratification of this agreement, all new employees shall be required to become a member of the Association or upon demand pay an Agency Service Fee not to exceed the maximum amount allowed by law.

3. Effective the thirtieth day following September 1, 1985, all present members of the bargaining unit who are not members of the Association shall be required to select one of the following options:
 - a. Become a member of the Association;
 - b. Pay an Agency Service Fee as described in Paragraph #1 above or;
 - c. Make a contribution of Two-Hundred Thirty Dollars (\$230.00) to the Hudson High School Scholarship Fund.

Once a teacher chose, as of September 1, 1985, to pay an agency fee or contribute toward the High School Scholarship Fund, that option would not change unless that teacher chose to become a member of the Association.

4. All members of the bargaining unit who do not become members of the Association, pay the prescribed Agency Service Fee, or make the Scholarship contribution prior to April 1st of any given year shall, as a condition of employment, be suspended for three (3) work days without pay, on an annual basis.
5. The Association agrees to indemnify and save the School Committee harmless against any and all claims, demands, or suits or other forms of liability or costs, including reasonable attorneys' fees that may arise out of or by reason of any action taken by the Committee for the purpose of complying with the provisions of this Article.
6. The Association agrees to assume full responsibility for the disposition of the Agency Service Fee monies so deducted under Paragraphs 1, 2, and 3a and b above once they have been turned over to the Treasurer of the Association.
7. No action by the School Committee shall be considered against any member of the bargaining unit for failure to meet his/her Agency Service Fee obligation or Scholarship contribution, unless and until the Association certifies, in writing, to the School Committee that said member has not met the obligation imposed by this Article.
8. It is understood by the School Committee and the Association that deduction of the Agency Service Fee may be made by the Committee through its Treasurer, pursuant to G.L. c. 180, Sect. 17b.
9. Contributions to the Scholarship Fund shall be made directly to the Hudson High School Scholarship Fund. If the Hudson High School Scholarship Fund Committee does not notify the Association's Treasurer

upon receipt of such contributions, the contributors shall be responsible for verifying their contributions to the Association.

ARTICLE 32 - RETIREMENT INCENTIVE

A. Definitions.

1. "Applicant." - An "applicant" is a person covered by this Agreement who has completed at least fifteen (15) years of service in the bargaining unit and is at least fifty-five (55) years of age as of the August 31st immediately following the completion of the school year which he/she intends to be his/her last year of service in the Hudson Public Schools, and sets a retirement date no earlier than June 30th and no later than August 31st.
2. "Retirement Incentive." - The lump sum amount of Five Thousand Dollars (\$5,000), (less legally required tax withholding) shall be paid to the applicant under this plan, in recognition of his/her years of service to the Hudson Public Schools and the value to the educational system.

B. Procedure.

1. An applicant shall declare his/her intention to participate in this plan by submitting his/her written intention to resign, via certified mail, to the Office of the Superintendent of Schools by November 1st of the school year in which he/she intends to be his/her last year of service in the Hudson Public Schools.
2. The Hudson School Committee shall thereafter vote its acceptance of said resignation. Once said resignation is so accepted, the applicant may not revoke his/her resignation or withdraw from this plan unless the School Committee votes to consent to a written request for such revocation or withdrawal.
3. The retirement incentive shall be paid by the August 31st immediately following the completion of the school year, which is the applicant's last year of service in the Hudson Public Schools. However, teachers who retire in accordance with this provision shall have the option of receiving the retirement incentive on January 1st following their retirement.

C. Limitation.

Effective 2015 – 2016 school year, the Committee shall not be obligated to expend more than \$105,000.

Effective 2016 – 2017 school year, the Committee shall not be obligated to expend more than \$100,000.

Effective 2017 - 2018, the Committee shall not be obligated to expend more than \$100,000.

In the event that there are unexpended funds in Article 33 (Retirement Incentive), said unexpended funds will be used to fully fund obligations under Article 18C (Sick Leave Compensatory Benefit).

In the event that this amount is insufficient to satisfy the requests of all applicants for a given year, applicants shall be disqualified in order of inverse date of receipt of their letter of application until the amount is sufficient to pay the remaining applicants. Ties will be broken by disqualifying applicants in inverse order of seniority. An applicant so disqualified shall be freed from the restrictions imposed by his/her letter of resignation, and free to reapply for a retirement incentive pursuant to the terms of this article.

D. Notwithstanding the provisions of this Article, the Committee may offer such additional retirement incentives as it may from time to time deem to be appropriate pursuant to the following conditions:

1. A written announcement of the retirement incentive will be sent to the President of the Association and to all members of the bargaining unit who will be completing twenty (20) or more years of service in Hudson at the end of the school year in which the announcement is made.
2. Eligible personnel will be given at least forty-five (45) calendar days from the date of the announcement in which to submit an irrevocable written resignation to be effective without any further action by the Committee upon the close of the school year.
3. No later than July 31st of the calendar year in which the resignation is effective, the Committee will pay each teacher who submits a resignation the amount of money set forth in the announcement as a retirement incentive.

ARTICLE 33 - JURY DUTY PAY

In the event that any staff member covered by this Agreement is required to perform, and does perform jury service, the staff member shall be compensated the difference

between compensation received from performance of jury duty service and the staff member's regular salary, provided the staff member furnishes appropriate evidence from the court of such service and has made every effort to schedule such service during a school vacation. Regular salary includes coaching, advisory, department head, head teacher, and athletic director stipends, provided that the performance of jury duty service interferes in fact with the performance of these duties.

ARTICLE 34 - LICENSE REQUIREMENT REIMBURSEMENT

The Committee will pay the initial cost and renewal fees for all those individuals required to have a license by the State, as follows: (1) Speech Pathologists; (2) Audiologists; (3) Registered Nurses; (4) Social Worker.

The Committee agrees that when any member of the bargaining unit is required to earn educational credits as a condition of maintaining a license, said staff member shall receive one (1) in-service credit for every fifteen (15) contact hours of continuing education provided the Superintendent or his/her designee has been informed in writing of said continuing education before it begins.

ARTICLE 35 - GENERAL

- A. Copies of this Agreement will be printed and a copy given to each staff member. Both the Association and Committee shall share the cost of such printing.
- B. If any provision of this Agreement or any application of the Agreement to any staff member shall be found 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 or applications will continue in full force and effect.
- C. This Agreement constitutes School Committee policy for the term of said Agreement, and the School Committee will carry out the commitments herein, and give them full force and effect as Committee policy. The Committee will amend its administrative regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- D. This Agreement constitutes Hudson Education Association policy for the term of the said Agreement and the Hudson Education Association will carry out the commitments herein and give them full force and effect as Education Association policy. The Association will amend its constitution and bylaws and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE 36 - HEALTH AND SAFETY COMMITTEE

- A. A Health and Safety Committee will be established consisting of two (2) representatives appointed by the School Committee and two (2) representatives appointed by the Association. The Health and Safety Committee will be responsible for advising the Superintendent on issues involving a healthy and safe environment.
- B. Individual concerns regarding matters of health and safety shall, where applicable, be brought to the immediate attention of the building principal.
- C. In addition, the Health and Safety Committee is encouraged to create health and safety information programs.

ARTICLE 37 - INCLUSION/INTEGRATION

Consistent with Student Records Regulations 603 CMR 23.00, teachers may review the record of students assigned to them to assist in the development of educationally appropriate programs, supervisory and teaching methods.

ARTICLE 38 - DURATION

This Agreement will be effective as of August 28, 2015, and will remain in full force and effect until August 27, 2018. Paid leave items shall not be construed as non-salaried items. Notification to reopen must be made prior to December 1, 2017.

Subject only to the limitations contained in this Agreement, the Committee retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to hire, assign, and direct staff, and to conduct its operations in an effective manner.

IN WITNESS THEREOF, the parties hereunto set their hands and seal this ____ day of _____ 20____.

HUDSON EDUCATION ASSOCIATION

HUDSON SCHOOL COMMITTEE

Letter of Understandings

1. The Hudson School Committee and the Hudson Education Association agree that during the 1999-2000 school year they will continue discussion relative to the inclusion of special education students into regular classroom settings. In the event that any agreements are reached which require an amendment to the Collective Bargaining Agreement, they will be subject to ratification by the School Committee and the Association.
2. In consideration of the Hudson Education Association having withdrawn proposals relative to Article 5 (numbers 6 and 7), it is agreed that participation in workshops and/or other professional development activities during non-school hours, weekends, or summers, is strictly voluntary on the part of members of the HEA bargaining unit and said participation or lack thereof shall not be incorporated into any individual's evaluation. However, as indicated in Category I of the evaluation procedure teachers are expected to be up-to-date regarding curriculum content and methodology.
3. If field days are scheduled, the administration will arrange for coverage so that teachers do not lose preparation time as a result on the field days.

SIDE LETTER of AGREEMENT:

The Committee and the Association agree to establish an adhoc committee to discuss and make suggestions to the Superintendent for in-service training activities relative to the implementation of iPass during the 08-09 school year. The Committee and the Association shall each appoint up to 4 members to the adhoc committee. One of the Committee's appointees will be a member of the School Committee.

MEMORANDUM OF AGREEMENT
BETWEEN
HUDSON EDUCATION ASSOCIATION, INC.
AND
HUDSON SCHOOL COMMITTEE

This Agreement is made and entered into by and between the Hudson Education Association (Association) and the Hudson School Committee. Now, therefore, the parties do hereby agree as follows:

1. Lesson Study, the practice of lesson improvement through collaborative planning and refinement through observation of lessons taught by a colleague, is a professional development practice by Hudson Public Schools. Volunteering to teach during Lesson Study is encouraged, but not required. Bargaining unit members will have the right to respectfully decline to volunteer to teach. Participation in Lesson Study discussions is a professional growth responsibility.
2. If a bargaining unit member either declines or volunteers to teach a lesson during Lesson Study, his/her decision and performance will not be reflected in the evaluation process.


May 22, 2006



Hudson Education Association

5-22-06

Date



Hudson School Committee

5/22/06

Date

APPENDIX A

Appendix A will be constructed as follows:

- Starting with the salary schedule in effect during the 07-08 school year, Step 10 will become step 11 and a new step 10 will be created mid-way between the old step 9 and the new step 11.
- Steps 0 thru 11 will be increased by two percent (2.0%). A new step 12 will be created by taking the original step 10 and increasing it by three (3.0%). Individuals on step 10 during the 2007-2008 school year will be placed on step 12 for the 2008-2009 school year. Individuals on step 9 during the 2007-2008 school year will be placed on step 11 for the 2008-2009 school year.
- All employees on Appendix A during the 07-08 school year will by-pass step 10 and advance from step 9 to step 11 as they move through the salary schedule.

APPENDIX A – TEACHERS/NURSES SALARY

Appendix A – Teacher Salary Schedule in effect on August 28, 2012 shall be increased in accordance with the following schedule:

Effective August 28, 2015 through August 27, 2016

- Steps 0 – 12+ increase by 2.0%.
- Step 12+ is only open to employees who were on Step 12 in the 2010/2011 school year. (Employees who were not on Step 12 in the 2010/2011 school year may not advance past Step 12.)

Effective August 28, 2016 through August 27, 2017

- Step 12+ becomes Step 13.
- Those employees who were on step 12 during 2015 – 2016 school year move to step 13.
- Steps 0-13 Increase by 1.75%.

Effective August 28, 2017 through August 27, 2018

- Steps 0-13 Increase by 2.00%

Effective August 28, 2015, the Appendix A – Teachers/Nurses Salary is as follows:

Effective August 28, 2015 2.00%	BA	BA+15	MA	MA+15	M+30	ADV
Step 0	\$45,589	\$47,743	\$49,934	\$52,127	\$54,303	\$56,508
Step 1	\$48,300	\$50,410	\$52,630	\$54,835	\$57,046	\$59,268
Step 2	\$50,410*	\$52,630*	\$54,835*	\$57,046	\$59,268	\$61,474
Step 3	\$53,130	\$55,352	\$57,336	\$59,820	\$62,060	\$64,299
Step 4	\$55,523	\$57,755	\$59,974	\$62,230	\$64,457	\$67,716
Step 5	\$57,908*	\$60,144*	\$62,379*	\$64,620	\$66,843	\$69,078
Step 6	\$60,464	\$62,701	\$64,921	\$67,157	\$69,396	\$71,632
Step 7	\$63,003*	\$65,250*	\$67,479	\$70,187	\$71,947	\$74,190
Step 8	\$65,727	\$67,961	\$70,193	\$72,426	\$74,656	\$77,528
Step 9	\$68,436*	\$70,671*	\$72,908	\$75,150	\$77,372	\$80,247
Step 10	\$70,856	\$73,112	\$75,735	\$77,993	\$80,237	\$83,508
Step 11	\$73,277	\$75,552	\$78,564	\$80,836	\$83,102	\$86,769
Step 12	\$74,723	\$77,045	\$80,116	\$82,432	\$84,743	\$88,483
STEP 12 PLUS	\$75,629	\$77,963	\$81,048	\$83,376	\$85,698	\$89,456

Step 12+ is only open to employees who were on Step 12 in the 2010/2011 work year. (Employees who were not on Step 12 in the 2010/2011 work year may not advance past Step 12.)

(*Three (3) credit hours needed to gain next step.)

Effective August 28, 2016, the Appendix A – Teachers/Nurses Salary is as follows:

Effective August 28, 2016 1.75%	BA	BA+15	MA	MA+15	M+30	ADV
Step 0	\$46,387	\$48,579	\$50,808	\$53,039	\$55,253	\$57,497
Step 1	\$49,145	\$51,293	\$53,551	\$55,795	\$58,044	\$60,305
Step 2	\$51,293*	\$53,551*	\$55,795*	\$58,044	\$60,305	\$62,550
Step 3	\$54,060	\$56,321	\$58,340	\$60,867	\$63,146	\$65,424
Step 4	\$56,494	\$58,766	\$61,024	\$63,319	\$65,585	\$68,901
Step 5	\$58,922*	\$61,197*	\$63,471*	\$65,751	\$68,012	\$70,287
Step 6	\$61,522	\$63,799	\$66,057	\$68,332	\$70,610	\$72,885
Step 7	\$64,106*	\$66,392*	\$68,660	\$71,415	\$73,206	\$75,488
Step 8	\$66,877	\$69,150	\$71,422	\$73,694	\$75,962	\$78,885
Step 9	\$69,634*	\$71,907*	\$74,183	\$76,465	\$78,726	\$81,652
Step 10	\$72,096	\$74,391	\$77,060	\$79,358	\$81,641	\$84,970
Step 11	\$74,559	\$76,875	\$79,939	\$82,251	\$84,557	\$88,288
Step 12	\$76,031	\$78,393	\$81,518	\$83,875	\$86,226	\$90,031
STEP 13	\$76,952	\$79,327	\$82,467	\$84,835	\$87,198	\$91,022

Those employees who were on step 12 during 2015 – 2016 school year move to step 13.

(*Three (3) credit hours needed to gain next step.)

Effective August 28, 2017, the Appendix A – Teachers/Nurses Salary is as follows:

Effective August 28, 2017 2.00%	BA	BA+15	MA	MA+15	M+30	ADV
Step 0	\$47,314	\$49,550	\$51,824	\$54,100	\$56,358	\$58,647
Step 1	\$50,128	\$52,318	\$54,622	\$56,911	\$59,205	\$61,511
Step 2	\$52,318*	\$54,622*	\$56,911*	\$59,205	\$61,511	\$63,801
Step 3	\$55,141	\$57,447	\$59,506	\$62,084	\$64,409	\$66,732
Step 4	\$57,624	\$59,942	\$62,244	\$64,586	\$66,897	\$70,279
Step 5	\$60,100*	\$62,421*	\$64,740*	\$67,066	\$69,373	\$71,693
Step 6	\$62,752	\$65,075	\$67,378	\$69,699	\$72,022	\$74,343
Step 7	\$65,388*	\$67,720*	\$70,033	\$72,844	\$74,670	\$76,998
Step 8	\$68,215	\$70,533	\$72,850	\$75,167	\$77,482	\$80,463
Step 9	\$71,026*	\$73,346*	\$75,667	\$77,994	\$80,301	\$83,285
Step 10	\$73,538	\$75,879	\$78,602	\$80,945	\$83,274	\$86,669
Step 11	\$76,050	\$78,412	\$81,538	\$83,896	\$86,248	\$90,054
Step 12	\$77,551	\$79,961	\$83,148	\$85,552	\$87,950	\$91,832
STEP 13	\$78,491	\$80,914	\$84,116	\$86,532	\$88,942	\$92,842

(*Three (3) credit hours needed to gain next step.)

PREPARATION SCALE PROGRESSION

1. When fifteen approved graduate credits have been earned, progression to the Bachelor's +15 scale at the appropriate step will be authorized.
2. Upon the acquisition of an earned Master's degree, progression to the Master's scale at the appropriate step will be authorized.
3. When an additional fifteen approved graduate credits have been earned following receipt of the Master's degree, progression to the Master's +15 scale at the appropriate step will be authorized.
4. When a total of thirty approved graduate credits have been earned following receipt of the Master's degree, progression to the Master's +30 scale at the appropriate step will be authorized.
5. Upon the accumulation of a second earned Master's degree, forty-five earned graduate hours beyond the Master's degree, an earned CAGS, or an earned Doctorate, subject to the conditions outlined below, progression to the Advanced Study scale at the appropriate step will be authorized.
 - A. A second Master's degree approved by the Superintendent of Schools or his/her designee in a subject matter discipline would fully qualify a person for this salary level.
 - B. Advanced Graduate Study.
 - (1) The individual must possess an earned Master's degree.
 - (2) The course work must meet the following criteria:
 - (a) All semester hours must be earned in an accredited graduate school.
 - (b) Repetition of courses or correspondence courses will not be permitted.
 - (c) A minimum of forty-five hours must be obtained as follows:
 - 1A. Thirty-three semester hours must be concentrated in a specific area of study, such as (but not limited to): language arts, social science, science, child development, foreign languages, TESOL, computer science.

1B. Twelve additional semester hours in areas, which are related to the teacher's field of instruction.

(d) All grades must meet the particular graduate school's requirement for graduate credit.

C. The Certificate of advanced Graduate Study (CAGS) and/or the Doctoral Degree must be earned from a fully accredited graduate institution.

6. Those teachers employed prior to September 1, 1984 by the Hudson Public Schools who have successfully completed graduate level courses in education or courses related to their subject area prior to their receipt of a Master's degree, shall receive credit for these courses toward their position on the Master's +15 or the Master's +30 scales. All other courses shall be reviewed by the School Committee.

LONGEVITY

<u>Time</u>	<u>Amount</u>
10 years	\$200
More than 12 years	\$400
More than 16 years	\$800
Twenty years	\$1225

Longevity is paid for years of service in Hudson to those who have reached maximum in a preparation scale. It does not require recurrent study.

INCREMENTS

Increments shall be routinely approved and recommended by the Superintendent of Schools, except in instances when the Superintendent of Schools is unwilling to recommend an increment. If the School Committee accepts the Superintendent's recommendation and withholds an increment, the teacher shall be given a written explanation of the reasons for such action.

RESTRICTIONS

1. If a teacher expects to qualify to move to a new preparation scale in the Salary Schedule the following September, preliminary written notification must be given to the Superintendent of Schools on or before November 1st of the school year preceding the expected movement.

2A. In order to move to a new preparation scale in the Salary Schedule, a written request for adjustment must be presented to the Superintendent of Schools by August 15th.

- 2B. Progression on the preparation scale shall be retroactive to the first work day in the school year for employees who have submitted all required documentation to the Human Resources office on or before October 31st of such work year. Progression on the preparation scale shall be effective the first day of the following school year for employees who submit all required documentation to the Human Resources office on or after November 1st. If an official college transcript is not yet available from a college to document the successful completion of a course or degree that is requested to be applied to degree (column) advancement by October 31st, an original letter from the college registrar, signed and on letterhead, and indicating that all requirements of the course or degree have been completed and that a passing grade or grades have been submitted to the registrar will be accepted as meeting the requirement, pending the receipt of an official transcript provided by the employee as soon as available.
3. All recurrent study requirements must have been satisfactorily completed by August 31st or increments will be withheld for that school year.

A sub-committee will work on the development of the process for seeking course approval, reimbursements and movement across the columns of the Appendix A schedule. The sub-committee will have up to 8 members, four appointed by the Committee and four appointed by the Association will report its recommendations to the Committee and the Association for review and ratification.

Stipend - SPED Team Chairperson

The stipend will vary depending on the amount of release time provided to carry out the responsibilities of the position. The stipends for 2005-2006 will be \$2,500 for those whose job responsibilities provide time within the school day and \$4,000 for those for whom this is an additional assignment. In cases where the responsibilities are completely built into the regular work assignment there will be no stipend. The position of Team Chairperson is a year-to-year position; however, it will only be posted when a vacancy occurs.

Stipends and Reimbursements

Stipends:

To be eligible to receive a stipend(s), an employee shall submit the completed applicable forms to the business office within thirty (30) calendar days of completing the work for such stipend(s) and in no case later than the last day of the school year in June in which the activity or work occurred.

Reimbursements (Excluding Course Reimbursements):

To be eligible for expense reimbursement, an employee shall submit the completed applicable forms to the business office within thirty (30) calendar days of incurring the expense and in no cases later than the last day of the school year in June.

Coaches	8/28/15-8/27/18 0% increase			
		Step 1	Step 2	Step 3
Baseball	8th Grade Coach	\$2,062	\$2,678	\$3,362
Baseball	Freshman Head Coach	\$2,062	\$2,678	\$3,362
Baseball	Junior Varsity Assistant Coach	\$2,988	\$3,606	\$4,306
Baseball	Junior Varsity Head Coach	\$2,988	\$3,606	\$4,306
Baseball	Varsity Assistant Coach – Asst 1	\$2,988	\$3,606	\$4,306
Baseball	Varsity Assistant Coach – Asst 2	\$2,988	\$3,606	\$4,306
Baseball	Varsity Head Coach	\$4,120	\$4,738	\$5,461
Baseball	QMS	\$2,062	\$2,678	\$3,362
Baseball	Intramural – QMS	\$1,133	\$1,472	\$1,848
Basketball	Boys 8th Grade Head Coach- Team 2	\$2,062	\$2,678	\$3,362
Basketball	Boys 8th Grade Head Coach	\$2,062	\$2,678	\$3,362
Basketball	Boys Freshman Coach	\$2,678	\$3,295	\$3,990
Basketball	Boys Junior Varsity Head Coach	\$2,988	\$3,606	\$4,306
Basketball	Boys Varsity Head Coach	\$4,120	\$4,738	\$5,461
Basketball	Girls 8th Grade Head Coach	\$2,062	\$2,678	\$3,362
Basketball	Girls Freshman Head Coach	\$2,678	\$3,295	\$3,990
Basketball	Girls Junior Varsity Head Coach	\$2,988	\$3,606	\$4,306
Basketball	Girls Varsity Head Coach	\$4,120	\$4,738	\$5,461
Basketball	Boys Assistant	\$2,988	\$3,606	\$4,306
Basketball	Girls Assistant	\$2,988	\$3,606	\$4,306
Basketball	QMS – Boys	\$2,062	\$2,678	\$3,362
Basketball	QMS– Girls	\$2,062	\$2,678	\$3,362
Basketball	QMS- Boys – Assistant	\$1,442	\$2,062	\$2,730
Basketball	QMS- Girls – Assistant	\$1,442	\$2,062	\$2,730
Basketball	Intramural - QMS - B/G	\$1,133	\$1,472	\$1,848
Cheerleading	Varsity Head Coach (Fall)	\$2,883	\$3,502	\$4,201
Cheerleading	Junior Varsity Head Coach (Fall)	\$2,062	\$2,678	\$3,362
Cheerleading	Varsity Head Coach (Winter)	\$2,883	\$3,502	\$4,201
Cheerleading	Junior Varsity Head Coach (Winter)	\$2,062	\$2,678	\$3,362
Cross Country	Girls Head Coach	\$2,883	\$3,502	\$4,201
Cross Country	Boys Head Coach	\$2,883	\$3,502	\$4,201
Dance Team	HHS	\$2,062	\$2,678	\$3,362
Field Hockey	8th Grade Coach	\$2,062	\$2,678	\$3,362
Field Hockey	Assistant	\$2,474	\$3,088	\$3,570

Field Hockey	Junior Varsity Head Coach	\$2,474	\$3,088	\$3,570
Field Hockey	Varsity Head Coach	\$3,295	\$3,914	\$4,622
Football	9th Grade Head Coach	\$2,883	\$3,502	\$4,201
Football	Varsity Assistant Coach (Asst. 2)	\$3,502	\$4,120	\$4,831
Football	Varsity Assistant Coach (Asst. 1)	\$4,120	\$4,738	\$5,461
Football	8th Grade Assistant Coach	\$2,062	\$2,678	\$3,362
Football	8th Grade Coach	\$2,883	\$3,502	\$4,201
Football	Junior Varsity Head Coach	\$3,295	\$3,914	\$4,622
Football	Varsity Head Coach	\$7,420	\$8,033	\$8,825
Football	Assistant – JV	\$2,883	\$3,502	\$4,201
Golf	Developmental Golf Program	\$1,133	\$1,472	\$1,848
Golf	Junior Varsity Head Coach	\$2,062	\$2,678	\$3,362
Golf	Varsity Head Coach	\$2,883	\$3,502	\$4,201
Gymnastics	Assistant Varsity Coach	\$2,474	\$3,088	\$3,570
Gymnastics	Varsity Head Coach	\$3,295	\$3,914	\$4,622
Hockey	Assistant Varsity Coach	\$2,988	\$3,606	\$4,306
Hockey	Varsity Head Coach	\$4,120	\$4,738	\$5,461
Hockey	Junior Varsity Head Coach	\$2,678	\$3,295	\$3,990
Hockey	Junior Varsity Head Coach Team 2	\$2,678	\$3,295	\$3,990
Hockey	Freshman	\$2,678	\$3,295	\$3,990
Indoor Track	Boys Varsity Head Coach	\$2,883	\$3,502	\$4,201
Indoor Track	Girls Varsity Head Coach	\$2,883	\$3,502	\$4,201
Majorette	Coach	\$2,062	\$2,678	\$3,362
Soccer	Boys Freshman Coach	\$2,062	\$2,678	\$3,362
Soccer	Boys Junior Varsity Head Coach	\$2,474	\$3,088	\$3,570
Soccer	Boys Varsity Head Coach	\$3,295	\$3,914	\$4,622
Soccer	Girls Freshman Coach	\$2,062	\$2,678	\$3,362
Soccer	Girls Junior Varsity Head Coach	\$2,474	\$3,088	\$3,570
Soccer	Girls Varsity Head Coach	\$3,295	\$3,914	\$4,622
Soccer	Boys – Assistant	\$2,474	\$3,088	\$3,570
Soccer	Girls – Assistant	\$2,474	\$3,088	\$3,570
Soccer	Intramural - QMS - B/G	\$1,133	\$1,472	\$1,848
Soccer	QMS – Boys	\$2,062	\$2,678	\$3,362
Soccer	QMS– Girls	\$2,062	\$2,678	\$3,362
Softball	8th Grade Coach	\$2,062	\$2,678	\$3,362

Softball	Freshman Head Coach	\$2,062	\$2,678	\$3,362
Softball	Junior Varsity Head Coach	\$2,988	\$3,606	\$4,306
Softball	Varsity Assistant Coach	\$2,988	\$3,606	\$4,306
Softball	Varsity Head Coach	\$4,120	\$4,738	\$5,461
Softball	QMS	\$2,062	\$2,678	\$3,362
Softball	Intramural – QMS	\$1,133	\$1,472	\$1,848
Tennis	Boys Junior Varsity Head Coach	\$2,474	\$3,088	\$3,570
Tennis	Boys Varsity Head Coach	\$2,883	\$3,502	\$4,201
Tennis	Girls Varsity Head Coach	\$2,883	\$3,502	\$4,201
Tennis	Girls Junior Varsity Head Coach	\$2,474	\$3,088	\$3,570
Track	Girls Varsity Head Coach	\$3,295	\$3,914	\$4,622
Track	Girls Varsity Assistant Coach	\$2,371	\$2,988	\$3,469
Track	Girls/Boys Varsity Assistant Coach(1)	\$2,371	\$2,988	\$3,469
Track	Boys Varsity Head Coach	\$3,295	\$3,914	\$4,622
Track	Boys Assistant Varsity Coach	\$2,371	\$2,988	\$3,469
Track - Indoor	Boys Assistant Varsity Coach	\$2,371	\$2,988	\$3,469
Track - Indoor	Girls Assistant Varsity Coach	\$2,371	\$2,988	\$3,469
Track	Unified - HHS	\$1,133	\$1,472	\$1,848
Volleyball	Assistant	\$2,474	\$3,088	\$3,570
Volleyball	Junior Varsity Head Coach	\$2,474	\$3,088	\$3,570
Volleyball	Head Varsity Coach	\$2,883	\$3,502	\$4,201
Volleyball	Freshman Coach	\$2,062	\$2,678	\$3,362
Wrestling	Varsity Head Coach	\$3,296	\$3,914	\$4,621
Wrestling	Varsity Assistant Coach	\$2,062	\$2,678	\$3,362
Intramural	QMS Coordinator– Winter / Spring	\$1,133	\$1,472	\$1,848
Intramural	Winter QMS	\$1,133	\$1,472	\$1,848
Intramural	Spring QMS	\$1,133	\$1,472	\$1,848
Lacrosse	Varsity Boys Head Coach	\$4,120	\$4,738	\$5,461
Lacrosse	Varsity Girls Head Coach	\$4,120	\$4,738	\$5,461
Lacrosse	Junior Varsity Boys Head Coach	\$2,988	\$3,606	\$4,306
Lacrosse	Junior Varsity Girls Head Coach	\$2,988	\$3,606	\$4,306
Lacrosse	Freshman Boys Head Coach	\$2,062	\$2,678	\$3,362
Lacrosse	Freshman Girls Head Coach	\$2,062	\$2,678	\$3,362

Stipends will be paid at the close of the coaching season or activity following the principal's determination that the duties associated with the position have been completed.

Advisors - 8/28/15 - 8/27/18 0% increase			
	Step 1	Step 2	Step 3
Senior Class (2)	\$1,752	\$1,960	\$2,205
Junior Class (2)	\$1,546	\$1,752	\$1,997
Sophomore Class (2)	\$1,130	\$1,341	\$1,575
Sophomore Class (1)	\$1,357	\$1,609	\$2,020
Freshman Class (2)	\$1,130	\$1,341	\$1,575
Freshman Class (1)	\$1,357	\$1,609	\$2,020
A/V Advisor	\$1,088	\$1,167	\$1,402
Band Director-HHS	\$2,575	\$2,883	\$3,362
Band Director-QMS	\$2,575	\$2,883	\$3,362
Band Director-Elementary	\$1,390	\$1,546	\$1,786
Business Club	\$1,133	\$1,288	\$1,470
Competitive Plays: Grades 8-12 (5)	\$516	\$672	\$841
(1) Grades 6-7	\$516	\$672	\$841
Robotics (formerly Computer Club) QMS	\$1,133	\$1,288	\$1,470
District Subject Matter Leader – Performing Arts	\$6,750	\$7,000	\$7,250
District Subject Matter Leader – Wellness	\$6,750	\$7,000	\$7,250
Debate Team - QMS	\$1,133	\$1,288	\$1,470
Drama Club – HHS	\$1,341	\$1,546	\$1,786
Drama Club – QMS	\$516	\$672	\$840
Literary Magazine-HHS	\$1,342	\$1,442	\$1,575
Math League-HS	\$1,546	\$1,752	\$1,997
Math League-QMS	\$1,342	\$1,442	\$1,575
Math Center - HHS	\$1,342	\$1,442	\$1,575
Math Coach/Kahn Academy - QMS	\$1,342	\$1,442	\$1,575
Middle School Musical	\$1,342	\$1,442	\$1,575
National Honor Society	\$1,390	\$1,546	\$1,786
School Accountant	\$4,109	\$4,571	\$5,280
Science Fair Coordinator	\$1,088	\$1,167	\$1,402

Ski Club-HS	\$1,342	\$1,442	\$1,575
Ski Club-QMS	\$1,342	\$1,442	\$1,575
Spring Musical Stage Director (formerly Senior Musical Stage Director)	\$1,546	\$1,752	\$1,997
Spring Musical Choreographer (formerly Senior Musical Choreographer)	\$615	\$722	\$841
Spring Musical Music Director (formerly Senior Musical Music Director)	\$615	\$722	\$841
Student Council-HS	\$1,852	\$2,062	\$2,311
Student Council-QMS (2)	\$1,852	\$2,062	\$2,311
Student Council-Forest	\$615	\$722	\$841
Student Council-Farley	\$615	\$722	\$841
Student Council-Mulready	\$615	\$722	\$841
Technology/Engineering - QMS	\$1,133	\$1,288	\$1,470
Council Executive	\$1,852	\$2,062	\$2,311
Yearbook-HHS	\$3,770	\$4,040	\$4,309
Yearbook - QMS	\$996	\$1,080	\$1,185
Grade 8 Class Advisor(2)	\$1,130	\$1,341	\$1,575
Grade 8 Class (1)	\$1,357	\$1,609	\$2,020
Earth Council-Grade 8-12	\$1,133	\$1,288	\$1,470
Debate Team-Grade 8-12	\$1,133	\$1,288	\$1,470
Fall Musical Stage Director (formerly All School Stage Director)-HHS	\$1,546	\$1,752	\$1,997
Classical Play Director (formerly All School Choreographer)-HHS	\$615	\$722	\$841
Fall Musical Music Director (formerly All School Music Director)-HHS	\$615	\$722	\$841
Camerata HHS	\$1,342	\$1,442	\$1,575
Quinn Middle School Choral Director	\$1,342	\$1,442	\$1,575
Video Club – QMS (formerly Quinn Middle School Cable News)	\$1,342	\$1,442	\$1,575
Quinn Middle School Newspaper	\$1,342	\$1,442	\$1,575
Literary Magazine - QMS	\$1,342	\$1,442	\$1,575

Robotics HHS (formerly HHS Computer Club)	\$1,133	\$1,288	\$1,470
Webmaster (7)	\$634	\$761	\$887
Jr. National Honor Society	\$634	\$761	\$887
National Art Honor Society-HHS	\$634	\$761	\$887
SADD (formerly ELNA Advisor) - HHS	\$634	\$761	\$887
Leadership Club Advisor (formerly ELNA Advisor) – QMS	\$634	\$761	\$887
Outdoor Club - High School	\$634	\$761	\$887
Gay/Straight Alliance - High School	\$634	\$761	\$887
Tomorrow's Teacher Club	\$634	\$761	\$887
Spirit Committee	\$927	\$1,031	\$1,155
Washington D.C. Trip -HHS	\$1,546	\$1,752	\$1,997
Writing Center - HHS	\$1,342	\$1,442	\$1,575

Stipends will be paid at the close of the coaching season or activity following the principal's determination that the duties associated with the position have been completed.

Except as noted, only one position per activity is authorized. However, the sum shall be divided if the position is shared.

Advancement to the next step shall occur annually, except in instances when the Superintendent of Schools is unwilling to recommend advancement. If the School Committee withholds a step increase, the teacher shall be given a written explanation of the reasons for such action. The Superintendent shall consider the written recommendation of the building principal and, where appropriate, the Athletic Director, when determining step advancement.

DEPARTMENT COORDINATOR - UNIT C.

- A. A Department Coordinator shall be a teacher in the given subject area with one less class than the established load of the classroom teacher without homeroom or study hall duty. The duties of the Department Coordinator will not be increased at the expense of his/her unassigned periods.

- D. Department Coordinators - Unit C - Salary Stipends

Effective dates August 28, 2012, September 3, 2013, September 2, 2014

	2012-13 (1%)	2013-14 (1%)	2014-15 (1%)
Grades K-12	4486	4531	4576
Grades 7-12	2691	2718	2745

These positions are for one school year, subject to annual reappointment by the Superintendent.

Appendix B – Cluster Positions

2008-2009 - 1.5% Increase	Step 1	Step 2	Step 3
Hudson High School			
Cluster Guidance Counselors Grades 10-12 (4)	\$1,015	\$1,269	\$1,523
Cluster Guidance Counselors Grades 8-9 (2)	\$1,015	\$1,269	\$1,523
Cluster Lead Teachers Grades 10-12 (4)	\$2,791	\$3,400	\$4,009
Team Lead Teacher Grade 8 (3)	\$2,791	\$3,400	\$4,009
Team Lead Teacher Grade 9 (2)	\$2,791	\$3,400	\$4,009
2009-2010 - 2.0% Increase	Step 1	Step 2	Step 3
Hudson High School			
Cluster Guidance Counselors Grades 10-12 (4)	\$1,035	\$1,294	\$1,553
Cluster Guidance Counselors Grades 8-9 (2)	\$1,035	\$1,294	\$1,553
Cluster Lead Teachers Grades 10-12 (4)	\$2,847	\$3,468	\$4,089
Team Lead Teacher Grade 8 (3)	\$2,847	\$3,468	\$4,089
Team Lead Teacher Grade 9 (2)	\$2,847	\$3,468	\$4,089
2010-2011 - 2.5% Increase	Step 1	Step 2	Step 3
Hudson High School			
Cluster Guidance Counselors Grades 10-12 (4)	\$1,061	\$1,326	\$1,592
Cluster Lead Teachers Grades 10-12 (4)	\$1,061	\$1,326	\$1,592
Cluster Lead Teachers (4)	\$2,918	\$3,555	\$4,192
Team Lead Teacher Grade 8 (3)	\$2,918	\$3,555	\$4,192
Team Lead Teacher Grade 9 (2)	\$2,918	\$3,555	\$4,192

WAIVER

I, _____, understand that I am being laid off by the Hudson School Committee.

I understand I am being placed on an involuntary unpaid leave of absence until the end of the recall period during which I have recall rights as provided under the Collective Bargaining Agreement, as amended, between the Hudson School Committee and the Hudson Education Association, and during which I retain statutory tenure rights to the extent permitted by law. I understand also that from the beginning of my involuntary unpaid leave of absence I am eligible for unemployment compensation to the extent permitted by law.

I understand that if I have not been recalled during the leave of absence, at the expiration of such leave my employment terminates.

I hereby agree not to exercise and I hereby waive my statutory hearing rights under G.L. c. 71, Section 42 and my statutory appeal rights under G.L. c. 71, Section 43A in order to protect my contractual rights under G.L. c 150, Section F.

In the event of my recall, this release is null and void for any subsequent termination of employment.

Employee Name

Date

ATTACHMENT 1 – TEACHER EVALUATION



Massachusetts Department of
ELEMENTARY & SECONDARY
EDUCATION

Massachusetts Model System for Educator Evaluation

Part IV: Model Collective Bargaining Contract Language

January 2012

Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA 02148-4906
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
www.doe.mass.edu

Appendix C. Teacher and Caseload Educator Model Contract Language

Article ____

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1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of a minimum ten minute duration; 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.
- H) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year. As per the collective bargaining agreement between the parties, staff members will be reimbursed in full for courses which they are specifically requested to take by the Administration,
- I) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- J) ***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").

***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. During the 2012-2013 school year the only unit A position that will be a supervising evaluator is the Performing Arts Coordinator. The Performing Arts Coordinator will observe only NPTS teachers in the Performing Arts department and assist with the creation and monitoring of developing educator plans. The primary evaluator may consult with the Performing Arts Coordinator during the evaluation process.

- K)
 - 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, no later than September 15th of each new evaluation cycle or within 14 calendar days of hire. The Evaluator(s) may be changed upon notification in writing to the Educator.
- L) **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.
- M) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- N) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- O) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- P) ***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.
- Q) ***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.
- R) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of a minimum of ten minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations 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.
- U) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- V) ***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.
- W) ***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.
- X) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- Z) **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)
- AA) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) ***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.
- CC) ***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.
- DD) ***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.
- EE) ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years (The Hudson Educator Evaluation Committee shall consider future ESE guidance in respect to the meaning of *at least*.) 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 a minimum of ten 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;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

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

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

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
 - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR

7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator finalizes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

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.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox.
- 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 year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) After consultation, the Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation the Evaluator and Educator shall meet for a pre-observation conference. 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
 - (1st) 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.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

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

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) 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, by email or to the Educator's school mailbox.
- 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.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

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

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

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

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the

Improvement Plan may include activities that occur during the summer before the next school year begins..

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.

- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process 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 finalizes Educator Plans	November 1
Evaluator should complete 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 12*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 8</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 28</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	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) **Educators with PTS on Two Year Plans**

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
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.

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

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

26. General Provisions

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