

AGREEMENT

Between The

LONGMEADOW SCHOOL COMMITTEE

and

**LONGMEADOW EDUCATION ASSOCIATION, UNIT A
MASSACHUSETTS TEACHERS ASSOCIATION**

September 1, 2018 - August 31, 2021
(3-year contract)

LONGMEADOW PUBLIC SCHOOLS
Longmeadow, Massachusetts

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This AGREEMENT is made and entered into by and between the Longmeadow School Committee (hereinafter referred to as the Committee) and the Longmeadow Education Association, Massachusetts Teachers ' Association, Unit A (hereinafter referred to as the Association).

ARTICLE I

PREAMBLE

It is the intent of the Association and the Committee to continue their harmonious relations and to promote mutual cooperation and understanding.

The Committee and the Association are committed to provide education of the highest quality possible for the children of the Longmeadow Public Schools. The Committee and the Association enter into the following agreements believing that positive professional conditions are an essential component in creating a productive learning and teaching environment. Good morale within the teaching staff and a collegial environment are critical to the achievement of that goal.

The Committee and the Association enter into the following agreements believing that they will help to provide the best attainable professional conditions for the staff of the Longmeadow Public Schools.

The Association and the Committee understand and agree that providing an education of the highest quality depends upon the free exchange of ideas. Teachers' opinions will be considered on matters that affect the system and its programs. The Association and Committee agree that they will work to create and preserve an atmosphere in which members of the staff can express their views freely. Neither the Committee, its agents, nor the Association shall take any adverse actions or make threats thereof against any staff member for expressing opinions.

The Committee and the Association affirm their belief that a complex and progressive school system should be guided by an informed Committee and an actively involved professional staff.

Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information among the Committee, the Superintendent, Principals, Administrators, and Teachers in the formulation and application of policies relating to wages, hours, and other conditions of employment for the Teachers; and so,

To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II
RECOGNITION

For purposes of collective bargaining, with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment, the Committee recognizes the Association as the exclusive representative of the professional employees of the Longmeadow Public Schools as listed below. Only those professional employees so listed, whether employed full time or part time, are covered by the terms of this agreement, excluding Administrators, Nurses, Educational Therapists, Educational Assistants, and all others.

1. Classroom Teachers
2. Department Chairpersons/Team Chairpersons
3. Curriculum Coordinators/Mentor Coordinator
4. Coordinator of School Libraries
6. Librarian/Media Specialist
7. Guidance Counselors
8. Special Subject Teachers
9. Reading Consultants/Curriculum Consultants
10. School Adjustment Counselors
11. Speech/Language Therapists
12. Athletic Coaches and Co-Curricular Activity Sponsors (for salary schedule only)
13. School Psychologists
14. Special Assistants for Special Education Services
15. Teacher Assistants to the Principal
16. Substance Abuse Response Coordinator
17. General Education/Special Education Resource Teachers

Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "Teacher(s)".

ARTICLE III

REDUCTION IN FORCE OF TEACHERS WITH PROFESSIONAL TEACHER STATUS (P.T.S.)

A. Reduction of Teachers With P.T.S.

In the event it becomes necessary to reduce the number of Teachers with P.T.S. included in the bargaining unit defined in Article II, "Recognition," the Committee will take into consideration seniority, ability, and qualifications; and when all the factors that constitute ability and qualifications are relatively equal, seniority shall prevail. The laid-off Teacher, or the Teacher whose position is eliminated, shall first be transferred to an open position for which he/she is qualified or could become qualified by June 30 of the school year in which notice of the reduction is given, or if no open position is available, then replace a Teacher with the lowest seniority anywhere within the Longmeadow Public Schools in an area in which the laid-off Teacher is qualified.

Should a Teacher be transferred, under paragraph above, to an area where the Teacher has certification but no experience in the Longmeadow Public Schools, the Teacher agrees, if deemed necessary by the Superintendent, and as a condition of assuming such new position, to take up to nine (9) college credits in a related subject approved by the Superintendent of Schools. Unless the Superintendent deems otherwise, the Teacher must successfully complete three (3) of said college credits by February 1 of the initial school year in which such new position is assumed and successfully complete the remaining six (6) credits by September 1 of the following school year. The Teacher will be reimbursed for ½ of the cost of tuition for each course in which said Teacher obtains a grade of B or better. Travel will be reimbursed if such credit is available only at an institution beyond fifty (50) miles from Longmeadow.

B. Definitions

1. "Qualified" as used in the preceding paragraph, means that the Teacher has on file with the office of the Superintendent evidence that he/she possesses the necessary certification or can obtain said certification by June 30 and provides written notice of that fact to the Superintendent by the last day of the school year for students, but no later than June 30 of the school year in which the notice of reduction is given. Such notice shall include a statement from the Department of Education stating which course or courses are needed in order to become certifiable, and a statement from an accredited institution that the Teacher is taking such course(s) and anticipates completion of such course(s) by June 30 of that school year. In cases involving Teachers who have identical seniority, preference for retention or recall shall be given to the Teacher who has achieved the highest level of training.
2. "Seniority" means a Teacher's continuous length of service in years, months, and days in the bargaining unit. However, the seniority of a Teacher, who in the past or the future leaves this unit for other employment within the system and returns to this unit, will be calculated by subtracting the time spent out of this unit from the total time in this system. **Effective on and after September 1, 1983**, seniority

shall not include time spent on any approved, unpaid leave of absence provided in this Agreement, but no such leave shall constitute an interruption of continuous service for the calculation of seniority.

- a. Effective on and after September 1, 1982, seniority for part-time Teachers will be earned separately from, and maintained on a list separate from, seniority for full-time Teachers. Seniority earned as a result of part-time service as a Teacher prior to September 1, 1982, shall be preserved, and shall be maintained as earned full-time seniority. "Full-time Equivalent Seniority", or "F.T.E. Seniority", as used in this paragraph B, means the pro-rata equivalent of full-time seniority earned by a part-time Teacher, which is added to or considered to be full-time seniority.
- b. Reductions in Force in a particular classification will be made first among the part-time Teachers, before any full-time Teachers in that classification are affected. A part-time Teacher who has full-time seniority must accept a full-time position, if available, in order to receive the benefits of full-time seniority.
- c. If a full-time Teacher is transferred or otherwise assigned to a part-time position at other than his or her own choice, the Teacher will earn F.T.E. Seniority while serving in the part-time position, as long as a full-time position in the same subject area is not available. All part-time Teachers for the 1982-83 school year will be considered to be part-time not of their own choice. Each part-time Teacher will be sent posting notices of full-time positions available in the subject area in which he/she is teaching.
- d. If a Teacher transfers from full-time to part-time status by his or her own choice, the full-time seniority earned will be preserved, on the full-time seniority list, while the Teacher is earning part-time seniority on the part-time seniority list.
- e. If a Teacher is initially employed in a part-time position, the Teacher will earn F.T.E. Seniority. A part-time Teacher who is eligible to replace another Teacher pursuant to Article III, Section A, may replace another part-time Teacher accepts the FTE of the position for which he/she is eligible.
- f. Notwithstanding anything to the contrary contained in this agreement, when a vacancy occurs or a new position is created at any time prior to October 1 or after February 1 of any school year, the Committee shall not be required to change a part-time Teacher to full-time, and when a vacancy occurs or a new position is created at any time between October 1 and February 1 of any school year, the Committee shall not be required to transfer a qualified part-time Teacher to the vacant or newly created position but rather to only provide said part-time Teacher with some full-time employment.

C. Notice

Teachers who may be laid-off as a consequence of a reduction in force must be so notified in writing no later than two (2) weeks after the approval of the School Department budget by the Town Meeting in the school year preceding the year in which the reduction will take effect. Teachers who will be laid-off will be notified of the layoff, in writing, not later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for layoff.

D. Recall Rights

Teachers who have been laid-off shall be entitled to recall rights for a period of time equal to their seniority on the effective date of their respective layoffs, but under no circumstances shall recall rights extend beyond the first day of school after the third summer following the lay-off. During the recall period, Teachers shall be notified by certified mail directed to their last address of record, and given preference for positions as they develop in the reverse order of their respective seniority. The recall rights pursuant to this paragraph shall expire and terminate if a Teacher does not accept a recall to a regular, full-time academic year teaching position for which the Teacher is qualified. If a Teacher does not notify the Superintendent in writing of the Teacher's acceptance of such a recall offer within seven (7) days after the mailing of the notice, the offer will be deemed declined. All benefits to which a Teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. Seniority shall continue to accrue during recall period. During the recall period, Teachers who have been laid-off shall be given every consideration for substitute work, if they so desire.

E. Seniority List

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded as an electronic copy to the President of the Association by October 15 of each school year who will print one copy for each of the six schools. The Committee will email a non-printable copy of the seniority list to each bargaining unit member.

F. Non-P.T.S. Teachers

Paragraphs B, C, and E of this Article shall also apply to non-P.T.S. Teachers.

ARTICLE IV

SCHOOL COMMITTEE RESPONSIBILITIES

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. All of the rights, powers, and authority held by the Committee are retained by the Committee, except as provided for in this Agreement

or any supplement thereto, and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

ARTICLE V

SALARIES

The salary schedules for all Teachers covered by this Agreement are set forth in Appendix "A," which is attached hereto and made part hereof. Paychecks and/or direct deposit statements will be placed in envelopes. An employee may request in writing that his/her envelope be sealed.

ARTICLE VI

APPOINTMENTS AND VACANCIES

A. Election and Contracts

As provided by law, the Superintendent, or where applicable the Principal, subject to the review and approval of the Superintendent, shall elect and contract with all Teachers. The Committee affirms its belief that high quality personnel are necessary for educational excellence. In order to attract and retain capable people, the Committee intends to provide the best teaching conditions possible.

B. Vacancies

Whenever any vacancy in a professional area occurs during the school year, it will be adequately publicized by the Superintendent by means of a notice sent to each school. During the summer months, notice of any vacancy will be sent by email to the President of the Association. In all situations, the qualifications for the position, its duties and the rate of compensation will be set forth. Vacancies will be publicized at least two (2) weeks before the position is filled, except in the case of high needs replacements agreed upon by the Superintendent and the LEA President. In this case, an electronic posting will be sent to all members of Unit A a minimum of 24 hours prior to filling such positions. The method and time limit of making application will be specified in the notice. When people presently in the system apply for vacancies that occur, all other factors being equal, preference will be given to Teachers in the Longmeadow Public Schools.

C. Part-Time Positions

Part-time Teachers may be hired to fill part-time positions. However, two or more part-time Teachers will not be hired to fill full-time positions except in unusual cases where unique qualifications are required and are unavailable in a full-time applicant.

ARTICLE VII

CONSULTATION

The Committee recognizes that the opinions of Teachers systematically expressed can be of significant value in improving the quality and efficiency of education in the Longmeadow Public Schools. The Committee further recognizes that the Association can be of significant help in coordinating these opinions. Therefore, the Committee and the Association agree that:

1. Four (4) members of the Association from the high school, two (2) members from each middle school, one (1) member from each elementary school and three (3) principals will meet periodically, with the Superintendent of Schools and a subcommittee of the Committee to discuss matters of common educational concern. An agenda will be prepared by the Superintendent's office from recommendations of the participants one week in advance of the meeting. Teachers will receive credits toward advancement on the salary schedule for the hours served on this committee outside the regular school day, provided that as part of these meetings they participate in training to improve the effectiveness of said meetings.
2. This same group shall, whenever necessary, suggest and encourage personnel to serve on specific committees formed to act on their recommendations.

ARTICLE VIII

ASSOCIATION PRIVILEGES

1. On the days of the March and October semi-annual Association business meetings, Teachers will be released as early as possible so that all Teachers may attend these meetings.
2. Teachers designated by the Association shall be granted Association leave with pay to attend M.T.A. and N.E.A. meetings, subject to the following conditions;
 - a. Such leave days shall not exceed an aggregate total of eight (8) days in any one year. A ninth day shall be available, but for such ninth day the Teacher's pay will be the regular pay less the amount paid for a substitute, if a substitute is hired.
 - b. The Committee is not responsible for any expenses (e.g. travel or lodging) associated with leave.
 - c. The Association designees shall notify their building principals of their intent to attend such meetings at least five (5) days prior to their absence whenever practicable.

3. The Chair of the PR & R Committee will be permitted to attend all arbitrations, fact-finding proceedings, et.al., without loss of pay.

The Committee will grant no more than a total of five (5) scheduled school days off with pay, per school year, to be used for additional Teachers, designated in writing by the Association, to attend arbitrations, fact-finding proceedings, et.al., irrespective of the number of such proceedings. These days shall be non-cumulative and shall be subject to the following conditions and limitations:

- a.
 - 1.) If the number of Teachers exceeds five (5) Teachers per day, the rate of pay for a substitute, if hired, will be deducted from the pay of each additional Teacher designee, except as provided in a.2. below.
 - 2.) Any Teacher designee in excess of nine (9) will receive no pay.
 - b.
 - 1.) Should additional days be necessary beyond five (5), the rate of pay of a substitute at the lowest Teacher substitute rate, if hired, will be deducted from each Teacher designee, except as provided in b.2. below.
 - 2.) For any days in excess of ten (10), the Teacher designees will receive no pay.
4. The President of the Association will:
 - a. be relieved of all non-teaching duties,
 - b. meet regularly with the Superintendent
 - c. be an active member of the Strategic Planning Team.
 5. The President of the Association will be allowed to install, for Association use, a telephone line and facsimile line at the expense of the Association at a location agreed upon by the principal and/or Superintendent and the Association President. Use of the telephone line or facsimile shall not interfere with professional responsibilities.

ARTICLE IX

TEACHING HOURS AND TEACHING LOAD

A. Length of Work Year

1. The work year for Teachers covered by the salary schedules set forth in Article V, except as provided for in Sections 2 and 3 of this Article, will include any days when Teacher attendance is required, but in no event will it exceed the student attendance year by more than five (5) for a total of 185 days.
2. a. The work year for the following Teachers will be more than the work year as defined in Section 1, above. These additional days will be scheduled

immediately preceding the opening of school and/or immediately following the close of school in June and, to the extent possible, at a mutually agreed upon time, with the exception of the Special Assistant for Special Education Services, and the Coordinator of School Libraries, whose additional work days will be scheduled at a mutually agreed upon time.

| <u>Days</u> | <u>Position</u> | <u>Additional</u> |
|-------------|--|-------------------|
| | Guidance Counselors | 4 |
| | Curriculum Coordinators/Mentor Coordinator | 3 |
| | Except Coordinator of School Libraries | 10 |
| | Lead Teachers | 10 |
| | High School Librarian | 10 |
| | Dean of Students | 10 |
| | Special Assistant for Special Education Services | 10 |
| | Teacher Assistant to Principal | 15 |
| | High School Guidance Department Chairperson | 20 |

- b. Pay for these additional days in the work year of each Teacher named in paragraph 2.a. hereinabove, will be on a per diem basis of his/her annual salary using the salary schedule in effect at that time, and in accordance with the Memorandum of Understanding between the Parties regarding per diem rates dated July 9, 2007, in Appendix B.
3. In recognition of increased professional duties and responsibilities, certain designated personnel covered by this Agreement, including, but not limited to Department Chairmen, will be compensated as specifically listed in Appendix A, Other Salary Guides. By mutual agreement these Teachers should be available, if necessary, in their administrative role beyond their work year.
 4. A joint committee of up to nine Teachers, representative of each school appointed by the Association, and up to nine administrators appointed by the Superintendent, will be established no later than January 7 each year, to develop by March 1 of that same year, a recommendation to the Superintendent for the **school calendar** for the subsequent year. This recommendation must be given to the Committee, but the Superintendent may make his/her own recommendation for the school calendar. To be included in the recommendation will be:
 - a. The starting dates for students and Teachers
 - b. The placement of negotiated professional development days
 - c. The placement of parent conference days and nights
 - d. The dates of the December vacation

5. The Calendar will include winter and spring vacations of one (1) week duration.
 - a. The winter vacation period will be scheduled for the week during which Washington's Birthday holiday is observed.
 - b. The spring vacation period will be scheduled for the week during which Patriot's Day holiday is observed.
 - c. If, during the term of this Agreement, the Committee proposes to schedule the winter and spring vacations other than as provided in subparagraphs (a) and (b), above, the Association agrees to discuss such a proposal with the committee's representatives. Except as may be mandated by law, no modification of subparagraphs (5a) and (5b) will be made without the prior written agreement of the Association and the Committee.
6. Every effort will be made to avoid extending the work year into the fourth week of June. However, it is understood that the school year need not be shortened whether or not cancellations of an emergency nature occur.

B. Length of School Day

1. The Committee and the Association recognize that the Teacher work day is measured by the time required to perform professional duties properly. However:
 - a. The normal hours of work for full-time Teachers will be as follows:

Elementary School

| | | |
|--------------------|------------------------|---------------|
| “Work Day” | 6 hours and 50 minutes | 8:25 – 3:15** |
| Instructional Time | 6 hours and 10 minutes | 8:35 – 2:45 |

| | | |
|---------------|---------|-----------|
| Middle School | 7 hours | 8:20-3:20 |
|---------------|---------|-----------|

| | |
|-------------|-----------------|
| High School | 7 hours 15 min. |
| 7:30-2:45* | |

*Three (3) days of each week, Teachers may leave at 2:30 p.m. as assigned by the Principal as equitably as possible.

** As part of the conditions of employment, Elementary School Teachers will be required to attend three meetings per month to be held on Mondays. Two of the monthly meetings shall be led by the administration and one of the monthly meetings shall be lead by the teachers. The length of staff meetings, immediately following the end of the regular teacher work day, should normally not exceed one hour.

- b. The Committee has the right to change the starting and ending times listed above, but in no event to increase the total hours per day of the Teachers.

All times and hours listed above will include a duty free lunch period for Teachers equal to the time the students have in their building for lunch.

- 2. As part of the conditions of employment, Teachers will be required to attend a reasonable number of staff and curriculum meetings and workshops called by the Administration. The Committee and the Association agree that it is difficult to limit all staff meetings to a fixed length of time. However, the parties recommend that the length of staff meetings, immediately following the end of the regular teacher work day, should normally not exceed one hour.
- 3. As part of the proper discharge of their professional duties, Teachers will be expected to attend those evening meetings and functions which by their nature demand Teacher presence. By way of illustration, such meetings shall include Open House (except, in elementary schools, there will be no required spring Open House), Back-to-School and Parents Nights, and specific subject area event nights for those Teachers involved.
- 4. Parent/Teacher conferences will be scheduled as follows:

| <u>Grade</u> | <u>FALL</u> | | <u>WINTER/SPRING</u> | |
|--------------|---------------|---------------|----------------------|---------------|
| | <u>½ days</u> | <u>Nights</u> | <u>½ days</u> | <u>Nights</u> |
| Elementary | 2 | 1 | 2 | 1 |
| Middle | 1 | 1 | 1 | 1 |
| High School | 0 | 1 | 0 | 1 |

C. Co-Curricular Activities

Employees appointed annually as advisors or coaches for co-curricular activities or athletics listed in Appendix A will receive stipends as set forth in said Appendix A.

D. Teaching Assignments

- 1. Teaching Periods. Academic subject area Teachers in Grades 9-12 will not be assigned more than thirty (30) teaching periods per-eight (8) day cycle. Because of their unique laboratory responsibilities, up to, but not more than, one third of science Teachers at Longmeadow High School may be assigned to teach up to, but not more than, 32 periods per eight (8) day cycle in a semester. When the

average number of teaching periods per year is more than 30 periods, the Teacher will be relieved of three duty periods per eight (8) day cycle in the semester in which the number of teaching periods exceeds thirty, but not more than 32. Additionally, it may be necessary for one teacher to be assigned to teach up to 34 periods per eight (8) day cycle in one semester so long as the average for such teacher in that one year does not exceed 31 periods.

Teachers in grades 7 & 8 in the middle school will not be assigned more than twenty-five (25) teaching periods per week.

2. Teaching Assignment. Teachers in grades 7-12, except for those in the Special Education Department will not be required to teach within more than two departments, nor be scheduled to teach classes in more than a total of three different subject areas.
3. Preparation Periods (Middle through High School). In addition to their lunch period, Teachers will have one preparation period each day which they will not be assigned any other responsibilities. Due to the unique nature of P.E. and health and science schedules at the high school, one (1) Teacher in the P.E. and health department and one (1) Teacher in the science department may be scheduled for not more than one (1) day in an 8 day cycle without a preparation period. Said Teachers will be relieved of two (2) duty periods per 8 day cycle.
4. Preparation Time (Elementary Grades). Teachers in the elementary grades and elementary special subject Teachers will have 180 minutes per week for preparation. The Committee will provide some preparation time each day from this 180 minutes per week. It is understood that such prep time will be scheduled at the minimum of 30 consecutive minutes.
5. Discussion of Modifications. If during the term of this Agreement, the School Committee proposes to structure the instructional time in Grades 7-12 in a manner other than the Teacher periods and blocks referenced in this paragraph D, the Association agrees to discuss such a proposal with the Committee's representatives. No modifications of the provisions of this paragraph D will be made without the prior written agreement of the Association and the Committee.

E. Non-Teaching Duties

Non-teaching duties normally required of Teachers in the efficient operation of the school will be assigned by the Principal as equitably as possible. Whenever possible, Middle School teachers will be assigned an equal number of team meeting periods during each rotation.

F. School Facilities

1. The School Committee agrees with the Association that it is desirable to have every class held in a properly heated, lighted, ventilated and equipped classroom with a P.A. system.
2. Every school building shall have at least one (1) furnished staff lounge/workroom which will be for the exclusive use of staff during scheduled lunch periods.
3. Each Teacher shall be provided with a lockable desk, lockable file cabinet, a chair, and a space for his/her exclusive use and access to a closet in close proximity in which he/she may securely store his/her instructional materials and supplies.
4. Duplicating machines, photocopying machines, and computers in each school shall be available to Teachers to use in preparing instructional materials.
5. There shall be a phone for use of Teachers in the staff lounge.

ARTICLE X

CLASS SIZE

The Committee and the Association recognize that class size and pupil-teacher ratio are important factors in determining quality education.

The Committee and the Association recognize the educational desirability of the recommendations of the Pupil-Teacher Ratio Advisory Committee of the State Board of Education concerning the establishment of pupil-teacher ratios for classes in public elementary and secondary schools. These recommendations are:

1. Forty (40) classroom Teachers per one thousand (1000) pupils for Grades 1-6.
2. Fifty (50) classroom Teachers per one thousand (1000) pupils for Grades 7 & 8.
3. Sixty (60) classroom Teachers per one thousand (1000) pupils for Grades 9-12.
- 4.. The ratio of children with special needs to Teachers will conform to the statutory requirements of Chapter 71B of the Massachusetts General Laws.
5. The foregoing ratios applicable to regular elementary and secondary classes are subject to modification for educational purposes such as specialized or experimental instruction (music, team teaching, typing classes, physical education, etc.,) and the avoidance of split-grade classes or half-classes.
6. Educational Assistants shall perform their responsibilities as directed by the Teacher.

ARTICLE XI

TEACHER ASSIGNMENT AND TRANSFERS

A. Assignment

In order to assure that pupils are taught by Teachers working within their areas of competence, Teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

B. Inter-School Travel

In arranging schedules for Teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such Teachers will be notified of any changes in their schedules as soon as practical. Teachers who are regularly assigned to travel to more than one school each day or on a regular basis will be paid the same uniform rate per mile which shall be the rate as established by the Federal Tax Code. Vouchers must be submitted to the Principal or Supervisor involved on or before September 30 or within thirty (30) days after any schedule change for anticipated travel. As long as the travel continues on the same and regular basis, payments will be made twice during the school year, unless the total annual payment is expected to be less than \$100.00, in which case the payment will be made at the conclusion of the year.

C. Transfer

1. When the reduction in the number of Teachers in a school is necessary, or when a transfer within a school is necessary, and when all factors that constitute ability and qualifications are relatively equal, then volunteers will be transferred first.
2. When involuntary transfers from school to school are necessary, or when transfers within a school (i.e. grade-level transfer) are necessary, a Teacher's ability, seniority in the Longmeadow School System, and length of service in the specific grade level will be considered in determining which Teacher will be transferred. An involuntary transfer will be made only after a meeting between the Teacher involved and the Superintendent or his designee, at which time the Teacher will be notified of the reasons for the transfer. An involuntary transfer cannot be voided or changed by an arbitrator unless it is found to be arbitrary, capricious, or without a basis in fact.
3. When a Teacher is notified of an involuntary transfer, the Teacher may submit to the Superintendent, within four (4) days of such notice, the Teacher's preferences for up to three (3) positions in the school system. When a Teacher is assigned through an involuntary transfer, the Teacher will be assigned first in the subject area for which he or she was initially employed, is employed at the time, or has

taught in the system within the prior five (5) years, if there is an opening. When all factors that constitute ability and qualifications are relatively equal, assignments will be made in accordance with the Teacher's expressed preferences. When there is a conflict among the preferences of two or more Teachers whose qualifications and ability are relatively equal, such assignments will be made on the basis of seniority.

4. Notice of transfer will be given as soon as possible, but under normal circumstances by June 1st of the preceding school year.
5. A Teacher who desires a transfer may submit a written request to the Superintendent stating the assignment being requested. Such a request must be submitted between September 1st and February 1st of each school year to be considered for the following school year. Each request for transfer must be renewed during each school year.

ARTICLE XII

NON-P.T.S./P.T.S., EVALUATIONS AND PERSONNEL ACTIONS

A. Review of Personnel Files

Teachers will have the right, upon request, to view the contents of their personnel files. A Teacher will be entitled to have a member of the Association accompany him/her during such a review.

B. Personnel Files - Contents

No material originating after original hiring which is derogatory to a Teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the Teacher has had the opportunity to review the material. The Teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.

C. Notice of Complaint

Any complaint affecting a Teacher's professional integrity made to any member of the Administration by any parent, student or other person will be called promptly to the attention of the Teacher when in the judgment of the Administration the complaint merits it. No complaint will be the basis for any action by the Committee or Administration unless such complaint has been brought to the attention of the Teacher.

D. Delinquency of Professional Performance

The Association recognizes the authority and responsibility of the Principal to discipline or reprimand a Teacher for delinquency of professional performance. If a Teacher is to be disciplined or reprimanded by a member of the Administration, however, he/she will be entitled to have a representative of the Association present.

E. Discipline and Discharge

No Teacher will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. The right to discharge a non-P.T.S. Teacher because of unsatisfactory work performance will be within the sole discretion of the Superintendent, or where applicable the Principal, subject to the review and approval of the Superintendent, as will the determination as to what constitutes unsatisfactory work performance. Any such actions by the Superintendent or Principal will be in accordance with applicable state law.

ARTICLE XIII

SUBSTITUTE TEACHERS

It shall be the policy of the Committee to avoid calling on Teachers to use their preparation time to substitute for other Teachers. The Committee will make every effort to provide substitutes. When substitutes are unavailable, assignments for class coverage in emergency situations will be shared as equitably as possible.

ARTICLE XIV

STRIKES

During the term of this Agreement, or any amendment thereto, the Association shall not cause or sponsor, and no Teacher shall cause or participate in, any strike or work stoppage. The Association will take all reasonable steps to end any violation of this Article by individual Association members. If the Association disclaims in writing to the Committee responsibility for any acts of individual Association members prohibited hereby, it shall not be liable in any way therefor. Teachers who participate in any such acts may be disciplined or discharged without recourse to arbitration, except as provided by law, provided, however, that the question of their participation shall itself be subject to the grievance and arbitration procedure.

ARTICLE XV

PROFESSIONAL GROWTH

All Teachers shall be encouraged to participate beyond their regularly assigned duties in activities which increase professional competence.

A. Advisory Committees

1. The Association will designate Teachers from each school to serve on a Professional Growth Committee to advise the Superintendent on the needs of Teachers in the Longmeadow Public Schools for professional growth and on methods for meeting these needs. Teachers will receive credit towards advancement on the salary schedule (see par. C.) for the hours served on this committee outside the regular school day.
2. In each school, the Association will appoint a representative group of Teachers to serve on a School Based Professional Growth Committee to advise the principal on the agendas for school-based professional development days. Teachers will receive credit towards advancement on the salary schedule (see par. C.) for the hours served on this committee outside the regular school day.

B. Required Courses

Teachers are required within each three-year period to complete successfully an approved two credit hour in-service course or workshop, or, at their own expense, a two credit hour graduate or non-graduate course. If prior approval of the Superintendent is secured, a Teacher may meet this course requirement by:

1. Successfully teaching a recognized college credit course or an approved in-service course or workshop; or
2. Meeting approved equivalent educational travel requirements of Section F of this Article.

Courses or workshops required by the State or School Committee, exclusive of those required to gain or maintain professional certification, will either be offered by the School Committee at no cost to the individual, or, with approval of the Superintendent, may be taken elsewhere, with tuition reimbursement provided up to the credit hour rate in effect at the time at the University of Massachusetts.

Failure to meet the requirements above makes a Teacher ineligible for further salary increments until the requirements are successfully met.

Teachers who have taken 30 credit hours of graduate level courses beyond the Master's Degree or have twenty-five (25) years of teaching experience, at least fifteen (15) of which are in the Longmeadow Public School System, are exempted from this requirement.

All Teachers, particularly those in secondary schools, are encouraged to take subject matter courses when available and appropriate to the teaching assignment.

C. Advancement on Salary Schedule

Normally, only approved graduate courses or an approved in-service course or workshop will be recognized for advancement to the next higher salary schedule. Exceptions may be made, however, where an undergraduate course clearly will benefit the Teacher in his/her classroom work. In unusual circumstances, other specialized study may be given credit upon special approval in advance by the Committee. Changes in salaries due to advanced study will be made twice a year, each September and February, only as a result of Teacher claims substantiated by college records. Credits completed by September 30th, with evidence received by November 1st, impact salary advancement for the full contract year, and credits completed by February 28th with evidence received by March 1st, impact salary advancement for half of the contract year.

Every Teacher who may be eligible to advance on the salary schedule shall provide written or email notice to the Superintendent of such anticipated advancement on or before December 31st of the work year prior to the work year where such advancement may occur. Failure to provide such advance notice will result in the Teacher not advancing on the salary schedule.

Written approval of courses may be requested on forms to be available in each school or in the Superintendent's office.

When successfully completed college courses are to be used as the basis of movement from one salary schedule to the next, the Teacher must furnish the Superintendent's Office with an official transcript of the complete courses.

College credits obtained before receipt of a Master's Degree may not be counted for schedules beyond the Master's Degree.

D. Compensation

Compensation for instructing a Professional Growth Course approved by the Superintendent for the Longmeadow Public Schools shall be paid in accordance with the stipend schedule below or two hours credit towards advancement on salary schedule for each hour taught. For courses of 15 hours or more, up to two (2) instructors may each be paid in accordance with the schedule below, provided the class enrollment is 20 or more participants.

| | | | |
|--------------------------------------|---------|-------|-------|
| Professional Growth Course Taught | Stipend | | |
| | FY19 | FY20 | FY21 |
| 15-Hour Course | \$750 | \$761 | \$761 |

| | | | |
|----------------|---------|---------|---------|
| 30-Hour Course | \$1,500 | \$1,523 | \$1,523 |
| 45-Hour Course | \$2,250 | \$2,284 | \$2,284 |

E. Curriculum Development

A teacher who works outside normal work hours on a curriculum development project approved by the Superintendent will be compensated at the hourly rate of \$26.00 per hour. The Teacher may request approval from the Superintendent to apply the hours worked on the project to advancement on the salary scale instead of receiving compensation. (Hourly rate not to be increased by any general wage increase.)

F. Educational Travel for Credit

Duplicate, completed application forms must be submitted to and approved by the Principal of the school in which the applicant is currently teaching and by the Superintendent before the trip is undertaken. The application must be accompanied by evidence that the trip is equivalent to a course offered for college credit.

Two credits, for salary increment only, may be allowed for approved trips. Travel duration shall be for a minimum of four weeks.

Before credit is allowed, and before the November 1 following the trip, the applicant must submit the following items to the Superintendent:

1. A short summary of the trip.
2. A statement from the applicant's Principal that the trip has provided tangible evidence of potential benefit to the school system (e.g. in-service course for Teachers, assembly programs or unit of work available for other Teachers in the same grade or department).

When these conditions are met, any advancement on the salary schedule shall be retroactive to the start of the school year.

G. School Councils

The Education Reform Act of 1993 requires that there be a school council at each public elementary, secondary, and independent vocational school in the Commonwealth. The Committee and the Association agree as follows:

1. Effective September 1, 2012:
Teachers who agree to serve as Teacher representatives to the School Council in the school in which they work will be able to count their service towards salary advancement, with a minimum of two credits per year guaranteed; should a particular School Council's work load become excessive (more than forty-five hours per year), the Teachers on that School Council may request a review by the Superintendent of the number of credits and possible revision, up to a maximum

of four credits per year.

Effective September 1, 2013:

Teacher who agree to serve as Teacher representatives to the School Council in the school in which they work will be able to count their service towards salary advancement, with a minimum of one credit per year guaranteed; should a particular School Council's work load become excessive (more than forty-five hours per year), the Teachers on that School Council may request a review by the Superintendent of the number of credits and possible revision, up to a maximum of four credits per year.

2. Teachers will receive the sum of up to \$250 each year for the reimbursement of expenses associated with their service on the School Council. Expenses must be documented with the submission of original receipts to the Superintendent's Office within thirty (30) days of the School Council meeting.
3. The recommendations or decisions of School Councils cannot abrogate existing collective bargaining agreements or Committee policies, and Teachers expressing opinions and recommendations on School Councils do not speak officially for the Association.
4. In order to assure full and open communication among all interested parties, the Association will be sent copies of School Council minutes in a timely manner.

H. Reimbursement for Attendance at Professional Meetings

1. Teachers will be reimbursed for the reasonable expenses (including fees, meals, lodging and transportation) incurred by them when they attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their Principal and/or Superintendent.
2. In granting absences under this section, special consideration will be given to the department and grade level representatives and Teachers who hold office in professional organizations.

I. School Improvement Specialist

A 15 credit curriculum will be provided only to Teachers with a Masters degree or higher, with ongoing training in methods needed to improve instruction for students and foster a "learning organization" within the Longmeadow Public Schools. Teachers completing the curriculum will be titled "School Improvement Specialist" and will either use the credits earned toward advancement on the salary schedule or earn an additional annual stipend of \$1,250.00 during the five years following completion. The additional stipend is renewable every five years by completion of the then current 15 credit curriculum in place, which will be

developed through the District Professional Growth Committee. Credit will be allowed for Teachers who satisfactorily began and completed the following courses in the 1999-2000 school year: Mentoring, Peer Coaching, Learning And The Brain, Responsive Classroom, Standards Based Learning, Integrating Technology Into The Learning Process, and others as reviewed by the Professional Growth Committee and approved by the Superintendent.

The list of course offerings will be reviewed on an annual basis by the District Professional Growth Committee to assure that they meet changing environment and need, but a list of course offerings for the first round may include:

- Mentoring – prepare Teachers to serve as mentors to other Teachers entering the Longmeadow Public Schools.
- Peer Coaching – learn the skills of observing in the classroom of other Teachers, gathering useful data, and providing constructive feedback.
- The Responsive Classroom – learn the techniques now used in Longmeadow Public Schools for developing healthy social climates within the classroom and school.
- The Learning Organization – learn the characteristics of the “Learning Organization,” the obstacles to achieving it, and the ways of developing it.
- Standards Based Learning – learn the techniques used to organize learning for all students around state and local standards.
- Using Technology for Continuous Improvement – learn how to integrate technology into the learning process.
- Continuous Improvement – learn the underlying philosophy of continuous improvement, how to implement a Plan-Do-Study-Act (P.D.S.A.) cycle, and how to use the various tools of continuous improvement.
- Group Facilitator Skills – learn the skills of group problem solving, conflict resolution, problem identification, and facilitation.
- Use of Data for Improvement – learn how to use data to identify problems and solve them.
- Continuous Improvement for the Student – learn techniques for teaching students the tools of continuous improvement in their own learning.
- Curriculum Development – learn how to review and develop curriculum for the Longmeadow Public Schools, using a collaboratively designed curriculum format and a process that links with state initiatives like CLASP.

The parties agree to form a committee and meet within the 2018-2019 school year comprised of 2 representatives from the administration and 2 representatives from the Association; to evaluate and determine:

- (i) courses that qualify individuals to be School Improvement Specialists;
- (ii) expectations of individuals who are School Improvement Specialists.

J. A Study Committee will be created to review existing committees and develop criteria for compensation/credit for participation thereon or on new committees to be formed in the future.

- K.** Teachers participating in the re-accreditation process (two (2) years) will be given credit therefore as follows:
1. One (1) credit for Teacher
 2. One (1) additional credit for each Teacher participating on a steering committee or who is a standards chairperson.
 3. Two (2) additional credits for overall chairperson.

ARTICLE XVI

SALARY CHECKS, DEDUCTIONS AND OTHER BENEFITS

In cooperation with the Town Treasurer, salary checks will be issued bi-weekly. However, as soon after the last pay in June as possible, but in no event later than the first pay day in July, each Teacher will receive the balance of his/her annual salary. In individual cases, the Superintendent may, upon request, authorize exceptions to the procedure.

A. Dues

The Association will certify to the Committee in writing the current rates of membership dues of the following associations:

Longmeadow Education Association
Massachusetts Teachers' Association
National Education Association

The Association will also certify in writing to the Committee any changes in the rates of membership dues of any of these associations thirty (30) days prior to the effective date of such change.

Since a by-law of the Association requires unified membership in the above associations, the Committee agrees to make one all inclusive dues deduction in equal installments from each pay check during the year for the above associations' dues as a Teacher individually and voluntarily authorizes the Committee through the Association to deduct. The Town Treasurer will be requested to transmit the monies deducted promptly to a bonded member of the Association.

When membership and/or dues changes in the above associations are desired by a Teacher, the Association will provide the Superintendent's Office with a deduction authorization form signed by the Teacher indicating said changes in membership and/or dues. Normally, these forms will be given to the Superintendent's Office two (2) weeks prior to the close of school in June preceding the school year when they become effective. No later than October 15th of each year, the Association will provide the Superintendent's Office with a list covering the deduction authorization forms (attached to this list) for those Teachers who have voluntarily authorized the Committee to deduct dues for the above associations.

B. Fair Share

All members of the bargaining unit who are not members of the Association shall be required to pay the fair share fee. The Longmeadow Education Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be, responsible for the implementation, collection, or enforcement of the fair share fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against an employee as a result of this fair share fee agreement, including but not limited to any legal expenses incurred.

In the event of conscientious objection to payment of the fair share fee, a member of the bargaining unit may pay the amount of the fee to the scholarship fund of the Longmeadow Education Association for recent student graduates from Longmeadow High School.

C. Group Health and Accident Insurance

All arrangements for a Teacher to participate in group hospital, surgical, and health plans through payroll deductions will be made by the Teacher through the Town Office. The Town of Longmeadow will pay one-half of the cost of the Municipal Employees' Massachusetts Blue Cross, Inc. - Massachusetts Medical Services policy. Deductions for Group Health and Accident Insurance will be made in equal installments from each pay check during the year.

D. Group Life Insurance

All arrangements for a Teacher to participate through a payroll deductions in a \$2,000 Group Life Insurance Policy will be made by the Teacher through the Town Office. The Town of Longmeadow will pay one-half the cost of this policy. Deductions for Group Life Insurance will be made in equal installments from each pay check during the year.

E. Disability Insurance

All arrangements for a Teacher to participate in Disability Insurance through payroll deductions will be made by the Teacher through the Town Office. Deductions for Disability Insurance will be made in equal installments from each pay check during the year.

F. Credit Unions

All arrangements for a Teacher to participate in a credit union through payroll deductions will be made by the Teacher through the credit union offices.

G. Tax Sheltered Annuities

All arrangements for a Teacher to participate in Tax Sheltered Annuities through payroll deductions will be made by the Teacher. Deductions for Tax Sheltered Annuities will be made in equal installments from each paycheck during the year.

H. United Way and/or Combined Health Appeal

All arrangements for a Teacher to participate in United Way and/or Combined Health Appeal contributions through payroll deductions will be made by the Teacher through the respective fund. Deductions for the United Way and/or Combined Health Appeal will be made in twenty-six (26) equal installments from each paycheck starting with the first pay period in January.

I. Conditions of Deductions

1. The Committee will not be required to make any deductions covered under Section B, C, D, and E, above, unless the Town Office furnishes written evidence of a Teacher's authorization for said deductions to the Superintendent's Office thirty (30) days prior to the issuance of paychecks.
2. The Committee will not be required to make any deductions covered under Section F, above, unless the Credit Union offices furnish written authorization for said deductions to the Superintendent's Office thirty (30) days prior to the issuance of paychecks.
3. The Committee will not be required to make any deductions covered under Section G, above, unless the Teacher submits a completed application form authorizing said deduction, to the Superintendent's Office. The same conditions will prevail if the Teacher wishes to increase or decrease the amount of his/her Tax Sheltered Annuity. A minimum of four (4) weeks' written notice must be given to the Superintendent's Office if the Teacher wishes to cancel his/her Tax Sheltered Annuity.
4. The Committee will not be required to make any deductions covered under Section H, above, unless the Teacher submits written authorization for said deductions to the Superintendent's Office by October 15th of each year.

J. Tuition Charge

The Longmeadow School Committee agrees to waive tuition for each child (natural, adopted, or step) residing in the household of a non-resident Teacher. This waiver is not to exceed the average per pupil cost per year in the system.

Prior to seeking initial admission of a non-resident child/children and annually thereafter, each non-resident Teacher shall apply for all available School Choice vacancies in the Longmeadow Public Schools. For the purpose of the prior sentence, non-resident Teacher shall include all Teachers residing in the Commonwealth of Massachusetts who do not reside in the Town of Longmeadow.

- K.** The parties agree to explore during the term of this Agreement the desirability and feasibility of dental insurance being provided.

ARTICLE XVII

ABSENCES

Absences, unlike leaves, occur more or less unexpectedly and are usually for short periods of time, often only one day.

When a Teacher is able to anticipate an absence, he/she should discuss the situation in advance with his/her Principal and secure permission before taking such absence. Any request for the extension of absence beyond the time originally agreed to must be with the approval of the Superintendent.

Pay Deductions of Absences

For absences not specifically listed in Sections A through H of this Article, deductions will be made on a per diem basis of the annual salary using the work year scheduled at the start of the respective school year. For absences specifically listed in Sections A through H of this Article, no days will be deducted from the sick leave, except in accordance with the individual provisions listed.

A. Personal Illness

In the event that it is necessary to be absent from duty because of personal illness, continuance of salary will be based upon a schedule determined by length of service.

Sick Leave

Sick leave is provided only for bona fide personal illness, injury or other medical disabilities. Reports and statements from the Teacher and a physician certifying the Teacher's inability to perform the duties of his or her position for the sick days claimed may be required for each absence for which sick pay is claimed, and will be required for each such absence of six (6) days or more. The School Committee reserves the right to request that a Teacher employee be examined by a physician of the Committee's choice at the Committee's expense as a condition of payment for or continuation of sick leave.

This schedule has been drawn up on the premise that there is a forty (40) week period in a school year, and continuance of salary during sickness shall be computed on a forty (40) week per year basis.

In administering this schedule, it shall be understood that any sickness or illness which has occurred beyond a five (5) year period prior to the commencement of any illness will be disregarded in applying the schedule. Any time lost because of illness during the five (5) year period just prior to an absence on account of illness will be deducted in determining the amount of time available with pay.

(i) **The Schedule**

| <u>Sickness After Service Of</u> | <u>Full Salary</u> | <u>One-Half Salary</u> |
|----------------------------------|--------------------|------------------------|
| Less than six (6) months | 2 weeks | 6 weeks |
| Six months to 1 year | 3 weeks | 8 weeks |
| 1 year | 4 weeks | 10 weeks |
| 2 years | 5 weeks | 12 weeks |
| 3 years | 6 weeks | 14 weeks |
| 4 years | 8 weeks | 15 weeks |
| 5 years | 10 weeks | 16 weeks |
| 6 years | 12 weeks | 17 weeks |
| 7 years | 14 weeks | 18 weeks |
| 8 years | 16 weeks | 19 weeks |
| 9 years | 18 weeks | 20 weeks |
| 10 years | 20 weeks | 20 weeks |
| 11 years | 22 weeks | 18 weeks |
| 12 years | 24 weeks | 16 weeks |
| 13 years | 26 weeks | 14 weeks |
| 14 years | 28 weeks | 12 weeks |
| 15 years | 30 weeks | 10 weeks |
| 16 years | 32 weeks | 8 weeks |
| 17 years | 34 weeks | 6 weeks |
| 18 years | 36 weeks | 4 weeks |
| 19 years | 38 weeks | 2 weeks |
| 20 years | 40 weeks | 0 weeks |

Sick Leave Bank

A Sick Leave Bank Committee, composed of two Teachers selected by the Association and two persons selected by the Committee, shall be established for the purposes of managing a sick leave bank.

Decisions of the Sick Leave Bank Committee shall not be subject to the grievance or arbitration procedures of the existing contract.

A member of the sick leave bank, who either has been absent from work for forty-five (45) consecutive work days by reason of certifiable accident or illness or who has depleted his/her accumulated and full-time annual sick leave, whichever is later, shall, in accordance with the restrictions and limitations contained in this Article, and upon approval of at least three (3) of the four (4) members of the Sick Leave Bank Committee, be entitled to up to twenty-five (25) additional sick leave days.

If a number of sick leave days in the bank are depleted below a number fixed by the Sick Leave Bank Committee, it may, in its sole judgment, assess one (1) additional day for the bank from each member. All acquisitions made by the bank must be by assessment. Any assessment by the bank must reflect an equal contribution by all members of the bank, except in instances where days granted are repaid. The sick leave bank is further limited to the number of days that are actually donated by assessment and that are on the sick leave bank ledger at the time of disbursement.

An employee covered by this contract may, upon application, become a member of the bank by donation of one sick leave day to the bank. Said donation shall come from the employee's annual accrual. A non-member may become a member of the bank during the month of September by donation to the bank of the number of days that he would have donated to the bank had he become a member originally. In no instance will this initial donation exceed ten (10) days.

Each member of the sick leave bank, as a condition of membership, agrees to donate to the bank one (1) additional day at the beginning of each school year hereafter, plus additional days as assessed by the Sick Leave Bank Committee. If the number of days in the sick bank is, in the sole judgment of the Sick Leave Bank Committee, sufficient for its operation, the Committee may excuse all present members from their annual one day donation.

All days donated to the bank or assessed by the bank and contributed by the membership are the exclusive property of the sick leave bank.

Continued membership in the bank is contingent upon a member meeting all obligations to the bank. A member who for certifiable reason cannot meet annual and/or assessment requirements may be excused by a majority vote of the Sick Leave Bank Committee.

A member may withdraw from the bank for a subsequent school year by giving written notice to the Sick Leave Bank Committee and the Committee by September 15 of the school year preceding the year in which said member no longer desires membership.

On October 1 of each school year, the Sick Leave Bank Committee shall inform the Committee in writing of the membership of the bank, the number of days donated by each member and the number of days on the bank ledger. The Committee will advise the Sick Leave Bank Committee of the number of sick leave days accumulated and the number of days acquired by each member as of September 1 of the then current year.

The School Committee and the Association, upon a showing of need by the applicant, may mutually agree to allow additional benefits for a member of the sick leave bank without establishing any precedent.

Worker's Compensation

Upon those occasions when a Teacher receives a direct salary compensation check from the Worker's Compensation Insurance Policy as provided by the Town, for an injury sustained during his/her normal work day, the amount of that compensation check shall be deducted from the regular salary check (or sick leave compensation) the Teacher is entitled to under the above schedule.

Whenever a Teacher is absent from school as a result of injury caused by an assault arising out of and in the course of his/her employment, and in circumstances in which the Teacher is blameless, he/she shall be paid his/her full salary (less the amount of any Worker's Compensation payment) for the same period of such absence as is covered under Worker's Compensation up to a maximum of one year, without having such absence charged to the annual sick leave or accumulated sick leave.

B. Family Illness

Up to a total of five days with pay during the school year shall be allowed for illness in the "immediate family" where it becomes necessary for the Teacher to assist in the care of those immediate family members who are ill. These five days shall be deducted from the accumulated total of "personal illness" days to which the Teacher has become eligible. If the Teacher is absent more than five days due to family illness, the pay of the substitute Teacher shall be deducted from the Teacher's salary, but the additional days beyond five shall not be deducted from the personal sick leave. In the event of the birth of a child a Teacher non-birth parent may use up to 5 additional days of accrued personal illness leave subsequent to the birth in the academic year of birth (total of 10 family sick days as a result of birth of child means the employee will have 5 deduct days subtracted from their available days that same academic year). The use of such additional family illness days (up to 5) must be used prior to using any deduct days if said leave is associated with the birth of a child.

Not more than thirty (30) days total may be allowed under this policy during any one school year. Full pay shall be deducted from the absent Teacher's salary on a per diem basis computed as referred to in this article under Pay Deductions Of Absences for each day's absence after thirty (30) days.

Immediate Family

As used in this Article XVII(B), only, immediate family shall include a Teacher's spouse, children, or parents, wherever such relatives reside, and, in addition, a Teacher's brothers, sisters, grandparents, parents-in-law, and domestic partners, if such relatives reside in the Teacher's household. The Superintendent, in his/her sole discretion, on a case-by-case basis may waive the requirement that such relative or domestic partner be residing in the Teacher's household. Such discretion shall not be subject to grievance and arbitration.

C. Bereavement

Absence with pay up to a maximum of three (3) days for each bereavement shall be allowed on account of the death of a Teacher's spouse, child, parent, brother, sister, grandchild, grandparent, parent-in-law or domestic partner.

One (1) day, for each occurrence, will be granted and charged to sick leave for attending funerals of close friends, co-workers, or relatives not covered above.

D. Jury Duty

1. A Teacher actually serving on Jury Duty on a work day, or who actually reports to the Court for Jury service as required by said Court for any portion of work day, shall receive his/her regular rate of pay for each day served, reduced by the amount of Jury pay received from the Court. (Jury pay received for service on non-working days shall not be deducted from the Teacher's pay.) Jury pay, however, shall not include any meal or travel expense paid by the Court. The normal pay of a Teacher shall not be interrupted by Jury Duty; however, if the Teacher has not reimbursed the Committee for Jury pay within two weeks of receiving such pay, the Committee shall deduct said amount from the Teacher's pay. The Association shall hold the Committee harmless for said deductions, but reserves the right to process grievances as to the amount of said deduction.
2. A Teacher serving on Jury Duty will furnish the Committee information with respect to days actually served on Jury Duty, days or any portion of a day the Teacher reported to the Court for service as required by the Court, and the amount of Jury pay (not including meals or travel expenses paid by the Court) received from the Court.
3. A Teacher on call for Jury Duty shall notify the Superintendent or his/her designee as soon as possible if he/she is scheduled to serve on Jury Duty the next day.

E. Religious Observance

Up to a total of three (3) days during the school year may be allowed for religious observance by a Teacher. These days shall not be deducted from sick leave. If the Teacher is absent more than three (3) days due to religious observance, the pay of the substitute teacher shall be deducted from the Teacher's salary. The additional days of absence beyond three (3) shall not be deducted from personal sick leave.

F. Personal Leave

A Teacher covered by this Agreement shall be allowed two (2) days of absence during each school year without loss of pay and without regard to reason, provided that such personal days shall not be taken immediately before or after a school holiday or vacation period unless approved by the Superintendent. The words "vacation period" shall include the period between the school years, so that personal days shall not be taken on the first and/or last days of any work year for Teachers. Except in an emergency, the Teacher taking an absence hereunder shall notify, in writing, his/her principal at least twenty-four (24) hours before the commencement of such absence.

G. Emergency Leave

In addition to the personal leave provided in Paragraph XVII(F), above, a Teacher covered by this Agreement shall be allowed up to one (1) day of absence, or portion thereof, with the recommendation of the Principal and approval of the Superintendent, for each occurrence of a personal emergency which cannot be dealt with outside the regular school day. Such approval shall not be unreasonably withheld.

H. Witness Leave

A Teacher who is subpoenaed to testify at a court trial shall not suffer loss in compensation, provided said Teacher is not a party plaintiff in a non-criminal matter or a party defendant in a criminal matter, or who is requested by the Superintendent to testify in school related matters.

ARTICLE XVIII

LEAVES

A leave is any period of extended absence granted in writing by the Committee, on recommendation of the Superintendent.

Request for leave shall be submitted in writing to the Committee, with the approval of the Principal and Superintendent.

A. Sabbatical Leave

1. Sabbatical leave is a leave of absence during which the Teacher may receive salary payment from the Town of Longmeadow.
2. Qualification. Any Teacher who has served satisfactorily and continuously in the Longmeadow Public Schools for a period of at least six years may, on the recommendation of the Principal and Superintendent, be considered for sabbatical leave, not to exceed one year, for the purpose of professional improvement. Teachers will be eligible for sabbatical leave no more than once every seventh year of service in the system.
3. Number. Not more than two per cent (2%) of the Teachers from the system shall be approved for leave of absence for professional improvement during a given school year. The Association recognizes and accepts that class size and pupil-Teacher ratios may be temporarily affected within a department or school by sabbatical leaves and the resulting inability to hire qualified replacements for the sabbatical period.
4. Compensation. A Teacher on sabbatical leave for an entire school year shall receive from the Town 80% of his/her annual salary which he/she would have received had he/she remained active in the school system that year. If his/her sabbatical leave is for a period of time less than a full school year, the compensation will be prorated according to the formula:

$$\text{Compensation} = \frac{\text{\# of days of leave}}{\text{\# of work days in year}} \times 80\% \text{ of the regular annual salary}$$

However, if the Teacher receives a grant, his/her salary will be reduced proportionately, so that the salary and the grant together will not exceed 100% of his/her salary.

5. Requirement of Additional Service. Before beginning the sabbatical leave, the Teacher shall enter into a contract to return to active service in the Longmeadow Public Schools for a period of two times the length of time of the sabbatical leave, immediately following the completion of the sabbatical leave. In default of completing such service, the Teacher will refund to the Town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered bears to the whole amount of service to be rendered; provided, however, that the Teacher shall be released from such payment if his/her failure to render the agreed service as stipulated is due to his/her illness, disability, or death, or if he/she is discharged from his/her position by the Committee.
6. Sabbatical Report. When the sabbatical leave has been completed, the sabbatical Teacher shall submit a written report of his/her leave to the Superintendent.

7. Privileges. A Teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system and will be entitled to the same sick leave benefits he/she would have earned had he/she not gone on sabbatical, except that personnel on special schedules will not earn step credits for years on sabbatical.
8. Application. Teachers who expect to apply for sabbatical leave should inform their Principal and Superintendent as early in the school year as possible. At this time, applicants should also submit a preliminary plan for the utilization of their sabbatical leave, if granted. Applications or requests for sabbatical leave shall be submitted on or before November 15 of each year. The Superintendent shall compile a list of all applicants for submission to the Committee at its first meeting in February of each school year. At that time, the Committee shall make provisional appointments and advise the applicants of their status. In making these provisional appointments, the Committee shall be guided by each candidate's plan with regard to its potential value to the Longmeadow Public Schools.

All final appointments for sabbatical leaves shall be made at one time by the Committee, no later than its first meeting in April. At this time, the Committee shall confirm its February provisional appointments provided that: (1) these candidates have completed all arrangements for their sabbatical leave in accordance with the plan submitted with their original applications, (2) arrangements can be made for the satisfactory replacement of the services of the successful applicants during the year of their sabbatical leave.

If a Teacher is granted a sabbatical leave and, for some unforeseen reason, he/she is unable to go on a sabbatical leave, nothing in this Article shall preclude the Committee from reconsidering any other candidates who have applied earlier in the school year for sabbatical leave.

B. Parental Leave

A teacher who has completed at least three (3) months of employment shall be granted a leave of absence up to eight (8) weeks for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child. A Teacher must give at least two (2) weeks' written notice to the Superintendent or his/her designated representative of the anticipated date of departure and date of return within such eight (8) week period.

C. Child Rearing Leave

1. A Teacher who has utilized the benefits of B above, or a Teacher whose spouse has given birth to a child, may request child rearing leave as specified herein. A request for such leave shall be made to the Superintendent in writing no later than either six (6) weeks after the commencement of the leave provided in B, above, or the termination of the period of actual disability on account of pregnancy-related conditions, whichever shall last occur, and shall specify the anticipated date of return to employment, which return date shall be either the 1st day of the school year next commencing, or the day one year from the first day of the school year next commencing. No such leave shall exceed the duration provided in this paragraph C(1). A non-birth parent who is on FMLA leave for the birth of his/her child shall be eligible to use up to five (5) of his/her accrued sick leave days to cover such leave under the FMLA. A Teacher may request that a leave granted under this paragraph C(1) be modified under the following circumstances:
 - a. On or before April 1st, a Teacher may request in writing that she/he be permitted to return to work on the first day of the school year next following, and, subject to the other provisions of this Article, such a request shall be granted.
 - b. On or before April 1st, a Teacher may request in writing that a leave under this paragraph, C(1), originally scheduled to terminate on the first day of the school year next commencing be extended to the day one year from the first day of the school year next commencing, and, subject to the other provisions of this article, such a request shall be granted.
 - c. A request to reduce an approved child rearing leave, other than as provided in C(1)(a), above, may be made, at any time. Such a request shall not be granted, and the Teacher shall not be entitled to return to work, unless there is at the time of the request a position which has not been filled for the school year involved in the same subject matter area or in the same grade level as the Teacher was teaching at the commencement of her/his leave.
 - 1) The leave provided in paragraphs B and C(1), above, shall be without pay, except to the extent that a Teacher is disabled on account of pregnancy, childbirth, or related medical conditions at the commencement of such leave, and all or a portion of such period of actual disability is compensable for the Teacher under Article XVII(A) hereof (Personal Illness). During any such period of compensable Personal Illness leave, the Teacher shall enjoy the same rights and privileges as are provided generally for Teachers on Personal Illness leave. Any such period of compensable Personal Illness leave will be included in computing the time periods in this Article, and shall not be in addition thereto.

2. Except as otherwise provided in this Article, at the expiration of a leave granted under paragraphs B or C(1), above, a Teacher will be returned to her/his previous position or a position similar thereto, except that the Committee shall not be required to return such a Teacher to her/his previous or a similar position if other Teachers of equal length of service and status in the same or similar positions have been laid off during the period of such leave. Such a Teacher will be accorded the recall rights provided in the Reduction in Staff article of this Agreement (Article III).
3. A leave granted under paragraph B or C(1) shall not affect the Teacher's right to receive any benefits for which she/he was eligible at the date of her/his leave, and any other advantages or rights of her/his employment incident to her/his employment position. If a Teacher teaches at least ninety (90) days of a teaching year prior to the commencement or at the termination of a leave under this Article, she/he will be credited with a full year of service for the purpose of the step rate increment. The Committee need not provide for the cost of any benefits, plans, or programs during such leaves, except as provided for all other Teachers on the same or similar leaves.

D. Adoption Leave

If the adoption agency requires and certifies that an adopting parent must stay home with the child, then the Teacher may be paid up to six weeks (30 school days), such time to be deducted from sick leave.

E. Military Leave

The Committee and the Association will comply with the provisions of law relating to preservation of employment rights when employment is interrupted on account of active military service.

F. Reserve Duty

While on required annual two weeks' training duty in the military reserves, Teachers will be paid their school pay for the two weeks, only to the extent it exceeds their military pay, including allowances, for those two weeks. No deductions will be made from the Teacher's school salary if a substitute is hired during his/her absence.

If a Teacher is required to be absent on military reserve duty for more than two weeks' time in any one school year, his/her school pay will cease until he/she returns to school work. Teachers should make every effort to discharge their required military reserve duty during the summer vacation period.

In all cases of required military duty, a request for such leave shall be filed by the Teacher with the Superintendent a reasonable length of time before the absence. This request must be accompanied by an affidavit from the Teacher's military commander indicating the dates and duration of the training duty.

G. Health or Hardship Leaves

In cases not covered by Section A of Article XVII (Personal Illness), the Superintendent may permit a Teacher to take leave for a period not to exceed one year for restoration of health or the alleviation of hardship involving himself/herself or his/her immediate family.

In considering whether to permit leaves for personal health or family hardship reasons, the Superintendent shall take the following factors into account:

1. Reasonableness of the request
2. Length of time the Teacher has served in the Longmeadow Public Schools
3. Expectation of the Teacher to return to the Longmeadow Public Schools

To be eligible for reinstatement following a health or hardship leave, the Teacher must file a physician's certificate acceptable to the School Physician that he/she is not disabled or incapacitated from performing his/her duties as a Teacher.

A Teacher granted such leave shall not be paid a salary during the period of his/her leave. The salary of a Teacher who is reinstated following such leave shall be based upon the salary schedules in effect at the time of his/her reinstatement; provided, however, that the salary shall include the accrued step-rate increment only if the leave had been for less than ninety (90) teaching days during the school year in which the leave occurred.

H. Communicable Tuberculosis

Any Teacher, if excluded or removed from employment because of tuberculosis in a communicable form, shall be carried with pay for the length of time necessary to resume his/her teaching duties; but in no event to exceed one year.

I. Other Unpaid Leave

The Superintendent may grant a one (1) year leave of absence without pay.

When such a leave is for an approved education purpose, the Teacher, upon satisfactory completion of such educational purpose, will receive his/her increment as if he/she had remained in the system. An approved educational purpose shall include, but shall not be limited to, a course of study at an accredited institution comprising at least eighteen (18) graduate credit hours per academic year, September - June. The Teacher upon return will be reinstated to his/her previous or similar position.

The Superintendent shall grant a one year leave of absence without pay to a Teacher who has completed seven years of continuous service in the Longmeadow School System. A request for such leave shall be filed with the Superintendent by May 1st of the preceding year. This leave shall be granted without loss of increment (salary step) or benefits. This leave can be granted after a second seven years of service.

The Superintendent may inquire from a Teacher on a leave granted pursuant to this section whether the Teacher will return from the leave for the subsequent school year. If such an inquiry is received prior to May 1, the Teacher must respond to the Superintendent prior to the following June 1, or the Teacher will lose his or her employment rights with the school system.

J. Staff Development Leave

The Superintendent may, upon approval of the Association, grant up to three years of staff development leave, subject to yearly review, for the purpose of allowing a Teacher to gain experience in a different kind of educational position. The first year of this leave only, shall count towards seniority in Unit A. The Teacher upon return will receive his/her increment as if he/she had remained in the unit.

K. Family and Medical Leave Act of 1993

Notwithstanding anything to the contrary in this Agreement, the Committee offers the benefits provided by The Family and Medical Leave Act of 1993. Eligible Teachers may receive up to 12 workweeks of unpaid leave during a 12 month period at the time of the birth or adoption of a child or at the time of a serious health condition affecting the employee or a family member. With certain exceptions, Teachers employed for at least 12 months who have worked at least 1250 hours during the 12 months immediately preceding the commencement of the leave are eligible, provided, in most cases, that 30 days' advance notification is given. Teachers will be entitled to any greater family or medical leave benefits provided in any other provision of this Agreement. Teachers desirous of obtaining such leave should contact the Superintendent and/or the Association for further information regarding rights and restrictions under that law.

ARTICLE XIX

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a dispute based on an event or condition which involves the interpretation, meaning, or application of this Agreement or any amendment or supplement thereto.
2. An "aggrieved person" is the person or persons making claim to the dispute.
3. A "party in interest" is the person or persons making claim to the dispute and any person who might be required to take action or against whom action might be taken in order to resolve the dispute.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise under this Agreement.

C. Rights of Teachers to Representation

Any party in interest may be represented at all stages of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any Teacher organization other than the Association. When a Teacher is not represented by the Association, the Association shall have the right to be represented and to state its views at all stages of the formal grievance procedure.

D. General

1. If, in the judgment of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") a grievance affects a group or class of Teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the formal grievance procedure even though the aggrieved person does not wish to do so.
2. No reprisals of any kind will be taken by any party to this Agreement or by any member of the Administration against any party in interest, any school representative, any member of the PR&R Committee, or other participant in the grievance procedure by reason of such participation.

3. Decisions rendered at Levels One, Two and Three of the formal grievance procedure will be in writing setting forth the decision and the reasons therefor and will be transmitted promptly to all parties in interest, to the Committee, and to the Chairman of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section E, Paragraph 4(c).
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.

E. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will exclude weekends and holidays and should be considered as a maximum, and every effort should be made to expedite the process. If time limits are not complied with, the grievance shall be considered waived. The time limits specified, however, may be extended by mutual agreement.
2. If a Teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) days after the Teacher knew or should have known of the act or condition upon which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four, but only after the Association and the Committee have attempted to resolve the issue. In cases of disciplinary action or discharge, the grievance shall be forwarded to the Superintendent within seven (7) days.

a. Level One

- 1) A Teacher with a grievance will first discuss it with his/her superior who shall have the authority to resolve the grievance, whether directly or in cooperation with the Association's Representative, with the objective of resolving the matter.
- 2) If the matter is not disposed of to the Teacher's satisfaction within eight (8) days after he/she has initiated the grievance, the grievance may proceed to the next level of the grievance procedure.

b. Level Two

- 1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within eight (8) days after the presentation of the grievance, he/she may file the grievance in writing with the Chairman of the PR&R Committee within four (4) days after the decision at Level One or twelve (12) days after the grievance was presented, whichever is sooner. Within four (4) days after receiving the written grievance, the Chairman of the PR&R Committee may refer it to the Superintendent of Schools.
- 2) The Superintendent will represent the Administration at this level of the grievance procedure. Within eight (8) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and the Chairman of the PR&R Committee in an effort to resolve it.

c. Level Three

- 1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within eight (8) days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairman of the PR&R Committee within four (4) days after a decision by the Superintendent, or twelve (12) days after he/she has first met with the Superintendent, whichever is sooner. Within four (4) days after receiving the written grievance, the Chairman of the PR&R Committee may refer it to the Committee. Within nine (9) days after receiving the written grievance, a subcommittee of the Committee (hereinafter referred to as the "Subcommittee") will meet with the aggrieved person and the Association for the purpose of resolving the grievance.

d. Level Four

- 1) If the aggrieved person or the Association is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) days after the meeting with the Subcommittee, he/she may within four (4) days after a decision by the Committee or twelve (12) days after the meeting with the Subcommittee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his/her grievance to arbitration. The Association may submit the grievance to binding arbitration within fifteen (15) days after receipt of a request by the aggrieved person.
- 2) Within eight (8) days after such written notice of submission to the arbitration, the Subcommittee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said

arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

- 3) The arbitrator so selected will confer with representatives of the Committee and the PR&R Committee and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the day of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of act prohibited by law; or to modify, alter, add to, or subtract from the provisions of this Agreement. The decision of the arbitrator will be submitted to the Committee and to the Association and will be final and binding on the parties of interest.
- 4) The costs for the services of the arbitrator, including per diem expenses, travel and subsistence expenses, will be borne equally by the Committee and the Association.

ARTICLE XX

AMENDMENT

This Agreement may be amended at any time by mutual agreement of the Committee and the Association.

ARTICLE XXI

PROTECTION

- A. Teachers will immediately report in writing to the Principal and Superintendent all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the Committee, which will comply with any reasonable request from the Teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the Teacher, the police, and the courts.
- C. The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002:
 1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement or more often with reasonable cause.

2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.
3. All CORI reports will be maintained in the Superintendent's office in separate confidential files.
4. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only person authorized to request CORI checks.
5. Any disciplinary action taken as a result of CORI checks will be in accordance with the Agreement and/or law.

ARTICLE XXII

PHYSICAL EXAMINATION

As required by the Town of Longmeadow Board of Health, Teachers must show freedom from tuberculosis before and during employment by the Committee.

ARTICLE XXIII

EXISTING CONDITIONS

- A.** Before the Committee adopts a change in policy which affects:
1. Wages
 2. Hours, and other terms and conditions of employment not covered by this Agreement, the Committee will notify the President of the Association of such contemplated change. The method of notifying the Association President will be by sending him/her School Committee minutes.

The Association will have the right to negotiate with the Committee on the contemplated changes provided it files such a request with the Committee within five (5) days (excluding weekends and holidays) of receipt of such notice.

- B.** For the purpose of dealing with negotiations during the life of the contract regarding new co-curricular and/or athletic positions that have been requested by the Principal and approved by the Superintendent, a joint committee comprised of up to three (3) designees appointed by the Superintendent and three (3) designees appointed by the LEA President will meet to negotiate the particulars of these positions. The Superintendent and the LEA President shall have the right to participate and/or to bring outside representation to such meeting, if they so desire. The committee shall make recommendations to the Superintendent, or School Committee if needed, and LEA Board of Directors for approval. This

committee will consider requests four (4) times a year – on or about October 1, December 1, February 1, and April 1 – to accomplish this task.

It is understood that this committee will also deal with changing circumstances that might arise dealing with established co-curricular positions.

ARTICLE XXIV

LONGEVITY BENEFIT

Effective the school year 2003-2004, a Teacher with twenty (20) or more years of teaching experience in education and ten (10) years or more of employment with the Committee may elect to increase his/her pay for three (3) consecutive years by \$3,000, in each of the three(3) years. After receiving these payments, the Teacher will not be eligible to reapply for this benefit at any time. A Teacher must apply for these payments in writing on or before January 1 preceding the school year in which (s)he wishes to begin collecting said benefit. If the Teacher does not receive all of the above \$9,000 prior to separation from employment (s)he shall be entitled to a lump sum payment at the time of separation from employment equal to the unpaid balance payable no later than July 1 immediately following the separation. Participation in the longevity benefit is irrevocable after receipt by the Committee of the Teacher's application for said benefits. No teacher will be entitled to receive any payments hereunder after date of termination for just cause.

ARTICLE XXV

JOB SHARING

Effective school year 2003-2004 for job sharing arrangements to begin in school year 2004-2005.

Two (2) teachers with professional teacher status or will have professional teacher status in the year which they desire to participate in job sharing and both of whom are teaching in the same school may initiate a proposal for "job sharing" on a one (1) school year basis only by submitting said proposal in writing to the building principal, on or before April 1 of the school year preceding the start of the school year in which job sharing is to occur. The Association will receive a copy of all such proposals. As used herein, "job sharing" shall apply only to the sharing of all the duties of one (1) fulltime existing vacant position or one (1) fulltime position which is then occupied by one (1) of the two (2) teachers involved in the proposal such that the cost of the job sharing does not exceed the cost of one (1) fulltime teacher. Such a proposal must include the following: 1. a tentative work schedule for each job sharing teacher for instructional time, non-instructional duties, and preparation time; 2. a description of how necessary parental communication will be maintained; and 3. a description of how communication between the job sharing teachers will occur. Both job sharing teachers shall be required to:

1. attend, without compensation in excess of that prorated to each job sharing teacher's part time status, all teacher work days, professional development days, faculty meetings, assigned committee meetings, Open Houses, Back-to-School

Nights, Parents' Night, department meetings, and other such meetings as are assigned or expected of fulltime faculty members which are regularly scheduled or for which 24 hours' notice is given; and

2. plan, publish, and maintain a schedule of office hours for student help that is approved by the principal, which schedule must provide opportunities for students to receive help both before and after school and may, with the approval of the principal, involve providing help to students of the other job sharing teacher, and accept the schedule of classes assigned by the principal.

All compensation, benefits, hours of work, and other working conditions, including duty load and preparation time, granted by this Agreement and by past practice shall be prorated to each job sharing teacher's percentage of fulltime employment, as currently calculated for less-than-fulltime employees, except that there shall be an overlap of fifteen (15) minutes between the tours of duty scheduled each workday for an orderly transfer and information sharing and except further that only (1) of the two (2) job sharing teachers (selection to be agreed by them in writing) will be eligible, as currently determined for less-than-fulltime employees, for district supported health insurance benefits.

Seniority during the period of job sharing will be computed as currently determined for part-time teachers under the provision of this Agreement.

The principal will review the proposal, with an immediate supervisor if appropriate, and discuss any concerns with the job sharing teachers. The proposal, including any changes agreed upon as a result of said discussions, will be forwarded to the Superintendent together with the written recommendation of the principal no later than April 15 of the school year preceding the start of the school year in which job sharing is to occur with a copy thereof being forwarded to the Association. The Superintendent will forward a decision on the proposal to the job sharing teachers and the Association no later than April 22.

The Superintendent may approve or deny the proposal, and may at any later time revoke or change any previously approved proposal, provided only that in the event the Superintendent denies or later revokes or changes the proposal the teachers who made the proposal will be entitled to reasons in writing along with the Association. The decision of the Superintendent and any revocation or change thereof, will be final and binding and not grievable or arbitrable by any teacher in the bargaining unit or by the Association. If approved by the Superintendent, the specifics of the job sharing assignment and any subsequent changes thereto, will be reduced to writing, incorporating the provisions herein, for acceptance by, and signatures of, the two (2) job sharing teachers involved and the Association and delivered to the Superintendent no later than April 29 for the initial proposal and no later than 10 days prior to the implementation of any subsequent changes.

In the event that one of the job sharing teachers is absent, the normal practice for covering teacher absences will be followed.

Job sharing teachers may be required to plan and/or teach together for the entire day up to the first five (5) teaching days of the school year. The job sharing teachers and their principal shall

meet to discuss this issue in an attempt to arrive at a mutual agreement as to the amount of days. In the event they cannot so mutually agree, the final decision shall be up to the principal, which decision shall be final and binding and not grievable or arbitrable by the job sharing teachers or the Association. These days shall be included within the compensation received for the proportionate time worked (i.e. if a 60% teacher these days are included within the 60% compensation).

The job proposed to be shared will not be required to be posted for bidding as provided for in this Agreement unless it is a vacant position. Any such vacant position which is filled through job sharing shall be reposted for the following school year.

Upon approval of a job sharing proposal, neither of the two (2) job sharing teachers will thereafter displace or intrude upon the position of a less senior teacher to attain fulltime status. This would not preclude a job sharing teacher from applying for fulltime vacancies which arise to which no teacher on a recall list is entitled to be recalled. In the event that the job sharing arrangement is revoked or otherwise eliminated, the two (2) job sharing teachers will determine which one (1) of them will fill the position which was formerly shared if it still exists. In the absence of agreement, seniority shall prevail. The job sharing teacher not filling the formerly shared position, or both job sharing teachers if the formerly shared position is not in existence, will be given preference for any fulltime vacancies, if qualified. If there are no fulltime vacancies available then he/she/they will be placed on a leave of absence without pay for the remainder of the school year and then the placement of the job sharing teachers will be in accordance with Article XVIII, Section C.2.

In the event a resignation or leave of absence by one (1) of the job sharing teachers becomes necessary, the remaining job sharing teacher will be given the option to assume the fulltime position. In the event of the failure of the remaining job sharing teacher to assume the fulltime position, the Committee will attempt to fill the vacancy subject to the terms of the job sharing arrangement. In the event the Committee is unable to fill the vacancy subject to the terms of the job sharing arrangement, the remaining job sharing teacher will be placed on a leave of absence without pay for the remainder of the school year and then the placement of the job sharing teachers will be in accordance with Article XVIII, Section C. 2., and the fulltime position will be filled by the Committee.

Upon expiration of the job sharing arrangement, the placement of the job sharing teachers will be in accordance with Article XVIII, Section C.2.

The Committee and the Association shall have the right to modify the provisions of this Agreement, such as the providing of preparation time, to enable implementation of a job sharing proposal.

The provisions of Article III and Article VI, Section C., will not be applicable to this Article.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. If any provision of this Agreement, as amended, is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this agreement will continue in full force and effect. The parties will meet not later than 10 days after such holding for the purpose of re-negotiating the provision or provisions affected. This Collective Bargaining Agreement shall be effective September 1, 2018, and will remain in full force and effect until August 31, 2021. The parties agree that not later than October 1, 2020, they will enter into negotiations for a successor Agreement to become effective as of September 1, 2021.
- B. Should no Agreement be reached by September 1, 2021, this Agreement, will, nevertheless, remain in full force and effect until a successor Agreement is reached.

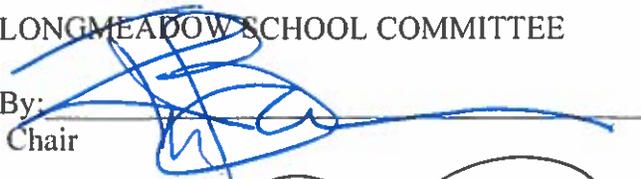
ARTICLE XXVII

TOTALITY OF AGREEMENT

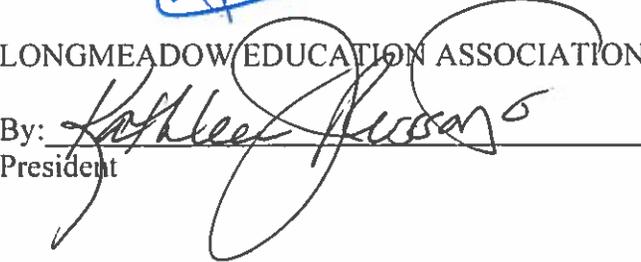
This Agreement incorporates the entire understanding of the Association and Committee on all issues which were, or could have been, the subject of negotiation. One copy of this Agreement will be placed once in the staff lounge in each school. The President of the Association will also be provided with a hard copy of the Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 8th day of Aug, 2018.

LONGMEADOW SCHOOL COMMITTEE

By: 
Chair

LONGMEADOW EDUCATION ASSOCIATION

By: 
President

Dated: 8/8/2018

APPENDIX A

SALARY GUIDE

A. Teaching Staff

The Teachers' salary schedules are intended to attract and retain staff members of unquestioned competence. The Schedules are intended not only to be attractive to newcomers but also to encourage the professional growth and loyalty of career Teachers.

B. Schedules

There are eight (8) salary schedules, all of which are based on college degrees and post-graduate credit hours, as follows:

- Bachelor's Degree*
- Bachelor's Degree plus 15 graduate level college hours*
- Master's Degree
- Master's Degree plus 15 graduate level college credit hours
- Master's Degree plus 30 graduate level college credit hours
- Master's Degree plus 45 graduate level college credit hours
- Master's Degree plus 60 graduate level college credit hours
- Doctor's Degree

Movement from one schedule to the next shall be based on additional earned degrees or on the accumulation of the required graduate college credit hours. Courses which are not part of a planned degree program must be approved in advance by the Superintendent. Credit will be allowed on the basis of one step for each year of teaching experience. A year's experience on the salary schedule shall be granted only when a Teacher has been salaried in a system for more than half a school year.

*For Teachers who begin teaching in Longmeadow Public Schools on and after September 1, 1980, the maximum step in Schedule II (Bachelor's Degree) shall be step 8 and the maximum step in Schedule III (Bachelor +15) shall be step 10.

APPENDIX A - OTHER SALARY GUIDES

I. DEPARTMENT CHAIRPERSONS

Department Chairpersons of the High School and Department Chairpersons and Team Chairperson of the Middle School are paid according to the number of teachers under their supervision. Those Chairpersons in the "A" Category supervise 7 or more Teachers; in the "B" Category, 6 or fewer Teachers.

I. DEPARTMENT CHAIRPERSONS

| | <u>FY19</u> | | <u>FY20</u> | | <u>FY21</u> | |
|--------|-------------|------------|-------------|------------|-------------|------------|
| | Category A | Category B | Category A | Category B | Category A | Category B |
| Step 1 | \$2,544 | \$1,951 | \$2,582 | \$1,980 | \$2,582 | \$1,980 |
| Step 2 | \$2,798 | \$2,122 | \$2,840 | \$2,154 | \$2,840 | \$2,154 |
| Step 3 | \$3,053 | \$2,331 | \$3,099 | \$2,366 | \$3,099 | \$2,366 |
| Step 4 | \$3,309 | \$2,544 | \$3,359 | \$2,582 | \$3,359 | \$2,582 |
| Step 5 | \$3,559 | \$2,753 | \$3,612 | \$2,794 | \$3,612 | \$2,794 |
| Step 6 | \$3,815 | \$2,967 | \$3,872 | \$3,012 | \$3,872 | \$3,012 |
| Step 7 | \$4,240 | \$3,288 | \$4,304 | \$3,337 | \$4,304 | \$3,337 |

Normally, Department Chairpersons and Team Chairpersons may expect to progress through their schedules with one(1) year's satisfactory service equivalent to each step. The Committee may, however, upon the recommendation of the Superintendent, withhold increments when service is deemed unsatisfactory or advance an individual Chairperson more than one (1) step in any given year for extraordinary performance. New Chairpersons will ordinarily begin at the starting step, but the Committee may, on the recommendation of the Superintendent, place a new Chairperson on a higher step according to experience or other unusual factors.

When the Middle School Department Chairperson or Team Chairpersons has responsibility for more than one academic department, e.g., Humanities, which includes English and Social Studies; or Math/Science, the Teacher will be credited on the Department Chairperson salary scale with one year of experience beyond that to which he/she is otherwise entitled by experience.

The Dean of Students, the Teacher Assistants to the Principal and the Special Assistants for Special Education Services shall receive the stipend of a Department Chairperson, Category A.

VI. This Section VI intentionally left blank.

VII CONSULTANTS

| | | | <u>FY19</u> | <u>FY20</u> | <u>FY21</u> |
|-----------------------------|--------------------|---|-------------|-------------|-------------|
| Data Consultant | Elementary | 3 | \$2,449 | \$2,486 | \$2,486 |
| | Middle | 2 | \$3,063 | \$3,109 | \$3,109 |
| | High School | 1 | \$3,675 | \$3,730 | \$3,730 |
| | District | 1 | \$3,675 | \$3,730 | \$3,730 |
| | | | | | |
| Parent Education Consultant | Elementary | 1 | \$1,838 | \$1,866 | \$1,866 |
| | Middle | 1 | \$1,838 | \$1,866 | \$1,866 |
| | High School | 1 | \$1,838 | \$1,866 | \$1,866 |
| | District | 1 | \$1,838 | \$1,866 | \$1,866 |
| | | | | | |
| Survey Consultant | Elementary | 3 | \$1,838 | \$1,866 | \$1,866 |
| | Middle | 2 | \$2,449 | \$2,486 | \$2,486 |
| | High School | 1 | \$3,063 | \$3,109 | \$3,109 |
| | District | 1 | \$1,838 | \$1,866 | \$1,866 |
| | | | | | |
| Improvement Consultant | Elementary | 3 | \$3,063 | \$3,109 | \$3,109 |
| | Middle | 2 | \$4,594 | \$4,663 | \$4,663 |
| | High School | 1 | \$6,124 | \$6,216 | \$6,216 |
| | | | | | |
| Individual School Webmaster | Elementary | 3 | \$2,755 | \$2,796 | \$2,796 |
| | Middle | 2 | \$2,755 | \$2,796 | \$2,796 |
| | High School | 1 | \$2,755 | \$2,796 | \$2,796 |
| | | | | | |
| District Webmaster | District | 1 | \$2,755 | \$2,796 | \$2,796 |
| | | | | | |
| Website Manager | District and Local | 7 | \$1,545 | \$1,568 | \$1,568 |
| | (1 each school and | | | | |
| | 1 district) | | | | |

VII. CO-CURRICULAR ACTIVITIES

Because of the unusual amount of time and skill required of the Teacher to advise the co-curricular activities listed below, the stated stipends are authorized:

IX. SALARY DIFFERENTIALS

Salaries of Teachers of the same education may vary because of one or more of the following differentials:

1. SCHEDULED INCREMENTS

Increments are not automatic, but are the reward for satisfactory teaching. Increments will be granted by the Committee only when a Teacher's service is deemed satisfactory.

2. EXTRA RESPONSIBILITY

A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility.

3. CREDIT FOR TEACHING EXPERIENCE

Credit will be allowed on the basis of one step for each year of certified teaching experience.

4. RETIREMENT PAY

A retiring Teacher who has been credited with a minimum of twenty (20) years of satisfactory service (at least ten (10) of which must have been in the Longmeadow Public Schools) will receive additional pay of \$150, during the last year prior to retirement.

COACHES WILL REMAIN ON STEP 1 AND STEP 2 FOR TWO YEARS EACH.

Additional payment will be paid at a rate of 1/10th of a coach's salary for each week of post-season play, involvement in which is determined on the basis of competitive record or invitation.

* Stipend listed is for the coach of a boys or girls team. The stipend for the coach of a joint team is 20% higher than that listed.

Auxiliary coaches may be hired on recommendation of the Athletic Director with the approval of the Superintendent, and will be compensated at a rate agreed to, on a case by case basis, by the Committee and Association.

| ATHLETICS | FY19 | | | FY20 | | | FY21 | | |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | Step 1 | Step 2 | Step 3 | Step 1 | Step 2 | Step 3 | Step 1 | Step 2 | Step 3 |
| BASEBALL | | | | | | | | | |
| Varsity | \$3,186.67 | \$3,716.27 | \$4,251.53 | \$3,234.47 | \$3,772.01 | \$4,315.30 | \$3,234.47 | \$3,772.01 | \$4,315.30 |
| J.V. | \$1,913.58 | \$2,230.44 | \$2,548.43 | \$1,942.29 | \$2,263.90 | \$2,586.65 | \$1,942.29 | \$2,263.90 | \$2,586.65 |
| Frosh | \$1,751.76 | \$2,044.85 | \$2,353.79 | \$1,778.04 | \$2,075.53 | \$2,389.09 | \$1,778.04 | \$2,075.53 | \$2,389.09 |
| BASKETBALL | | | | | | | | | |
| Varsity | \$3,925.62 | \$4,580.83 | \$5,241.70 | \$3,984.50 | \$4,649.54 | \$5,320.33 | \$3,984.50 | \$4,649.54 | \$5,320.33 |
| J.V. | \$2,360.58 | \$2,753.25 | \$3,140.27 | \$2,395.99 | \$2,794.55 | \$3,187.37 | \$2,395.99 | \$2,794.55 | \$3,187.37 |
| Frosh | \$2,161.41 | \$2,523.53 | \$2,895.84 | \$2,193.83 | \$2,561.38 | \$2,939.27 | \$2,193.83 | \$2,561.38 | \$2,939.27 |
| CHEERLEADING (Full Year) | | | | | | | | | |
| Varsity (with competition) | \$4,258.32 | \$4,962.19 | \$5,679.64 | \$4,322.19 | \$5,036.62 | \$5,764.84 | \$4,322.19 | \$5,036.62 | \$5,764.84 |
| Varsity (without competition) | \$3,243.71 | \$3,884.68 | \$4,543.49 | \$3,292.37 | \$3,942.95 | \$4,611.64 | \$3,292.37 | \$3,942.95 | \$4,611.64 |
| J.V. | \$2,559.74 | \$2,980.71 | \$3,411.86 | \$2,598.14 | \$3,025.42 | \$3,463.04 | \$2,598.14 | \$3,025.42 | \$3,463.04 |
| CROSS COUNTRY AND INDOOR TRACK | | | | | | | | | |
| Varsity | \$3,071.24 | \$3,580.47 | \$4,093.10 | \$3,117.31 | \$3,634.18 | \$4,154.49 | \$3,117.31 | \$3,634.18 | \$4,154.49 |
| Assistant | \$1,843.42 | \$2,147.83 | \$2,453.37 | \$1,871.07 | \$2,180.05 | \$2,490.17 | \$1,871.07 | \$2,180.05 | \$2,490.17 |
| FACULTY MANAGER (Full Year) | | | | | | | | | |
| | \$4,432.59 | \$4,851.29 | \$5,275.65 | \$4,499.08 | \$4,924.06 | \$5,354.79 | \$4,499.08 | \$4,924.06 | \$5,354.79 |
| FIELD HOCKEY | | | | | | | | | |
| Varsity | \$2,696.67 | \$3,142.53 | \$3,595.18 | \$2,737.12 | \$3,189.67 | \$3,649.11 | \$2,737.12 | \$3,189.67 | \$3,649.11 |
| J.V. | \$1,615.97 | \$1,885.29 | \$2,156.88 | \$1,640.20 | \$1,913.57 | \$2,189.24 | \$1,640.20 | \$1,913.57 | \$2,189.24 |
| Freshman | \$1,440.56 | \$1,680.47 | \$1,919.24 | \$1,462.17 | \$1,705.68 | \$1,948.03 | \$1,462.17 | \$1,705.68 | \$1,948.03 |
| FOOTBALL | | | | | | | | | |
| Head | \$4,660.05 | \$5,436.34 | \$6,208.11 | \$4,729.95 | \$5,517.89 | \$6,301.24 | \$4,729.95 | \$5,517.89 | \$6,301.24 |
| Assistant | \$2,791.73 | \$3,257.96 | \$3,727.58 | \$2,833.60 | \$3,306.83 | \$3,783.50 | \$2,833.60 | \$3,306.83 | \$3,783.50 |
| J.V. | \$2,791.73 | \$3,257.96 | \$3,727.58 | \$2,833.60 | \$3,306.83 | \$3,783.50 | \$2,833.60 | \$3,306.83 | \$3,783.50 |
| Assistant | \$2,791.73 | \$3,257.96 | \$3,727.58 | \$2,833.60 | \$3,306.83 | \$3,783.50 | \$2,833.60 | \$3,306.83 | \$3,783.50 |
| Frosh | \$2,565.40 | \$2,993.16 | \$3,417.52 | \$2,603.88 | \$3,038.05 | \$3,468.78 | \$2,603.88 | \$3,038.05 | \$3,468.78 |
| Assistant | \$2,332.29 | \$2,722.70 | \$3,108.58 | \$2,367.27 | \$2,763.54 | \$3,155.21 | \$2,367.27 | \$2,763.54 | \$3,155.21 |
| GOLF | | | | | | | | | |
| | \$1,859.27 | \$2,162.54 | \$2,472.61 | \$1,887.15 | \$2,194.98 | \$2,509.70 | \$1,887.15 | \$2,194.98 | \$2,509.70 |
| GYMNASTICS | | | | | | | | | |
| Varsity | \$3,152.72 | \$3,681.19 | \$4,207.39 | \$3,200.01 | \$3,736.41 | \$4,270.51 | \$3,200.01 | \$3,736.41 | \$4,270.51 |
| J.V. | \$1,898.87 | \$2,208.94 | \$2,523.53 | \$1,927.36 | \$2,242.07 | \$2,561.38 | \$1,927.36 | \$2,242.07 | \$2,561.38 |
| HOCKEY Boys & Girls | | | | | | | | | |
| Varsity | \$3,665.34 | \$4,276.42 | \$4,888.63 | \$3,720.32 | \$4,340.57 | \$4,961.96 | \$3,720.32 | \$4,340.57 | \$4,961.96 |
| J.V. | \$2,199.89 | \$2,567.66 | \$2,930.92 | \$2,232.88 | \$2,606.18 | \$2,974.88 | \$2,232.88 | \$2,606.18 | \$2,974.88 |
| LACROSSE | | | | | | | | | |
| Varsity | \$3,767.19 | \$4,397.51 | \$5,032.35 | \$3,823.70 | \$4,463.47 | \$5,107.84 | \$3,823.70 | \$4,463.47 | \$5,107.84 |
| Assistant | \$2,265.52 | \$2,636.69 | \$3,020.32 | \$2,299.50 | \$2,676.24 | \$3,065.62 | \$2,299.50 | \$2,676.24 | \$3,065.62 |
| J.V. | \$2,265.52 | \$2,636.69 | \$3,020.32 | \$2,299.50 | \$2,676.24 | \$3,065.62 | \$2,299.50 | \$2,676.24 | \$3,065.62 |
| Frosh | \$2,072.01 | \$2,418.29 | \$2,767.96 | \$2,103.09 | \$2,454.56 | \$2,809.48 | \$2,103.09 | \$2,454.56 | \$2,809.48 |
| SKIING | | | | | | | | | |
| | \$2,534.85 | \$2,955.81 | \$3,383.57 | \$2,572.87 | \$3,000.15 | \$3,434.32 | \$2,572.87 | \$3,000.15 | \$3,434.32 |
| SOCCER | | | | | | | | | |
| Varsity | \$3,109.71 | \$3,628.00 | \$4,147.42 | \$3,156.36 | \$3,682.42 | \$4,209.63 | \$3,156.36 | \$3,682.42 | \$4,209.63 |
| J.V. | \$1,866.06 | \$2,176.12 | \$2,483.92 | \$1,894.05 | \$2,208.76 | \$2,521.18 | \$1,894.05 | \$2,208.76 | \$2,521.18 |
| Frosh | \$1,711.02 | \$1,997.32 | \$2,280.23 | \$1,736.69 | \$2,027.28 | \$2,314.43 | \$1,736.69 | \$2,027.28 | \$2,314.43 |
| SOFTBALL | | | | | | | | | |
| Varsity | \$3,186.67 | \$3,716.27 | \$4,251.53 | \$3,234.47 | \$3,772.01 | \$4,315.30 | \$3,234.47 | \$3,772.01 | \$4,315.30 |
| J.V. | \$1,913.58 | \$2,230.44 | \$2,548.43 | \$1,942.29 | \$2,263.90 | \$2,586.65 | \$1,942.29 | \$2,263.90 | \$2,586.65 |
| Frosh | \$1,751.76 | \$2,044.85 | \$2,353.79 | \$1,778.04 | \$2,075.53 | \$2,389.09 | \$1,778.04 | \$2,075.53 | \$2,389.09 |
| STRENGTH & CONDITIONING (each season) | | | | | | | | | |
| | \$2,993.39 | \$3,489.82 | \$3,988.96 | \$3,038.29 | \$3,542.17 | \$4,048.79 | \$3,038.29 | \$3,542.17 | \$4,048.79 |
| SWIMMING | | | | | | | | | |
| Varsity | \$3,031.63 | \$3,543.13 | \$4,047.83 | \$3,077.11 | \$3,596.28 | \$4,108.55 | \$3,077.11 | \$3,596.28 | \$4,108.55 |
| Assistant | \$1,818.53 | \$2,120.67 | \$2,425.08 | \$1,845.80 | \$2,152.48 | \$2,461.46 | \$1,845.80 | \$2,152.48 | \$2,461.46 |
| TENNIS | | | | | | | | | |
| Varsity | \$2,333.42 | \$2,722.70 | \$3,109.71 | \$2,368.42 | \$2,763.54 | \$3,156.36 | \$2,368.42 | \$2,763.54 | \$3,156.36 |
| J.V. | \$1,398.69 | \$1,632.94 | \$1,866.06 | \$1,419.67 | \$1,657.43 | \$1,894.05 | \$1,419.67 | \$1,657.43 | \$1,894.05 |
| TRACK | | | | | | | | | |
| Varsity | \$3,071.24 | \$3,580.47 | \$4,093.10 | \$3,117.31 | \$3,634.18 | \$4,154.50 | \$3,117.31 | \$3,634.18 | \$4,154.50 |
| Assistant | \$1,843.42 | \$2,147.83 | \$2,453.37 | \$1,871.07 | \$2,180.05 | \$2,490.17 | \$1,871.07 | \$2,180.05 | \$2,490.17 |
| VOLLEYBALL | | | | | | | | | |
| Varsity | \$2,696.67 | \$3,142.53 | \$3,595.18 | \$2,737.12 | \$3,189.67 | \$3,649.11 | \$2,737.12 | \$3,189.67 | \$3,649.11 |
| J.V. | \$1,615.97 | \$1,885.29 | \$2,156.88 | \$1,640.20 | \$1,913.57 | \$2,189.24 | \$1,640.20 | \$1,913.57 | \$2,189.24 |
| WRESTLING | | | | | | | | | |
| Varsity | \$3,224.01 | \$3,755.87 | \$4,291.14 | \$3,272.37 | \$3,812.21 | \$4,355.50 | \$3,272.37 | \$3,812.21 | \$4,355.50 |
| J.V. | \$1,931.69 | \$2,253.07 | \$2,574.45 | \$1,960.67 | \$2,286.87 | \$2,613.07 | \$1,960.67 | \$2,286.87 | \$2,613.07 |

UNIT A SALARY SCHEDULE September 1, 2018 - August 31, 2019

2% increase all steps

| STEP | Bachelor's | B + 15 | Master's | M + 15 | M + 30 | M + 45 | M + 60 | Doctorate |
|-------------|-------------------|---------------|-----------------|---------------|---------------|---------------|---------------|------------------|
| 1 | \$47,150 | \$48,294 | \$49,537 | \$50,663 | \$51,872 | \$53,081 | \$54,338 | \$55,638 |
| 2 | \$48,551 | \$49,704 | \$50,987 | \$52,107 | \$53,344 | \$54,574 | \$55,884 | \$57,235 |
| 3 | \$50,002 | \$51,152 | \$52,477 | \$53,587 | \$54,847 | \$56,109 | \$57,464 | \$58,873 |
| 4 | \$51,494 | \$52,646 | \$54,010 | \$55,117 | \$56,407 | \$57,587 | \$59,090 | \$60,559 |
| 5 | \$53,038 | \$54,184 | \$55,589 | \$57,753 | \$57,999 | \$59,307 | \$60,762 | \$62,292 |
| 6 | | \$55,760 | \$57,212 | \$58,296 | \$59,639 | \$60,968 | \$62,479 | \$64,076 |
| 7 | \$56,521 | \$57,435 | \$58,882 | \$59,952 | \$61,326 | \$62,686 | \$64,249 | \$65,914 |
| 8 | | | \$60,606 | \$61,658 | \$63,057 | \$64,444 | \$66,068 | \$67,801 |
| 9 | | \$61,169 | \$63,173 | \$63,412 | \$64,837 | \$66,256 | \$67,936 | \$69,746 |
| 10 | | | \$64,198 | \$65,218 | \$66,671 | \$68,121 | \$69,860 | \$71,743 |
| 11 | | | \$66,078 | \$67,072 | \$68,560 | \$70,036 | \$71,834 | \$73,799 |
| 12 | | | \$67,926 | \$68,949 | \$70,478 | \$71,999 | \$73,846 | \$75,866 |
| 13 | | | \$69,827 | \$70,882 | \$72,452 | \$74,013 | \$75,914 | \$77,989 |
| 14 | | | \$71,784 | \$72,866 | \$74,481 | \$76,088 | \$78,041 | \$80,174 |
| 15 | | | \$77,604 | \$78,572 | \$80,266 | \$81,963 | \$84,138 | \$86,558 |
| 16 | | | \$80,153 | \$81,135 | \$82,855 | \$84,576 | \$86,785 | \$89,239 |

UNIT A SALARY SCHEDULE September 1, 2019 - August 31, 2020

1.5% increase all steps

| STEP | Bachelor's | B + 15 | Master's | M + 15 | M + 30 | M + 45 | M + 60 | Doctorate |
|-------------|-------------------|---------------|-----------------|---------------|---------------|---------------|---------------|------------------|
| 1 | \$47,857 | \$49,018 | \$50,280 | \$51,423 | \$52,650 | \$53,877 | \$55,154 | \$56,473 |
| 2 | \$49,279 | \$50,449 | \$51,752 | \$52,888 | \$54,144 | \$55,393 | \$56,722 | \$58,094 |
| 3 | \$50,752 | \$51,919 | \$53,264 | \$54,391 | \$55,670 | \$56,951 | \$58,326 | \$59,756 |
| 4 | \$52,266 | \$53,436 | \$54,820 | \$55,943 | \$57,253 | \$58,451 | \$59,976 | \$61,468 |
| 5 | \$53,834 | \$54,997 | \$56,423 | \$58,620 | \$58,869 | \$60,196 | \$61,674 | \$63,227 |
| 6 | | \$56,597 | \$58,070 | \$59,171 | \$60,534 | \$61,883 | \$63,416 | \$65,038 |
| 7 | \$57,369 | \$58,297 | \$59,765 | \$60,851 | \$62,246 | \$63,626 | \$65,213 | \$66,903 |
| 8 | | | \$61,515 | \$62,583 | \$64,003 | \$65,410 | \$67,059 | \$68,818 |
| 9 | | \$62,087 | \$64,120 | \$64,364 | \$65,810 | \$67,250 | \$68,955 | \$70,792 |
| 10 | | | \$65,161 | \$66,196 | \$67,671 | \$69,143 | \$70,908 | \$72,819 |
| 11 | | | \$67,069 | \$68,078 | \$69,589 | \$71,087 | \$72,911 | \$74,906 |
| 12 | | | \$68,945 | \$69,983 | \$71,535 | \$73,079 | \$74,954 | \$77,004 |
| 13 | | | \$70,875 | \$71,945 | \$73,538 | \$75,123 | \$77,052 | \$79,159 |
| 14 | | | \$72,860 | \$73,959 | \$75,599 | \$77,229 | \$79,212 | \$81,377 |
| 15 | | | \$78,768 | \$79,750 | \$81,470 | \$83,193 | \$85,400 | \$87,857 |
| 16 | | | \$81,355 | \$82,352 | \$84,097 | \$85,845 | \$88,086 | \$90,577 |

UNIT A SALARY SCHEDULE September 1, 2020 - August 31, 2021

1.5% increase all steps

| STEP | Bachelor's | B + 15 | Master's | M + 15 | M + 30 | M + 45 | M + 60 | Doctorate |
|-------------|-------------------|---------------|-----------------|---------------|---------------|---------------|---------------|------------------|
| 1 | \$48,575 | \$49,754 | \$51,035 | \$52,195 | \$53,440 | \$54,685 | \$55,981 | \$57,320 |
| 2 | \$50,018 | \$51,206 | \$52,528 | \$53,682 | \$54,956 | \$56,224 | \$57,573 | \$58,965 |
| 3 | \$51,514 | \$52,698 | \$54,063 | \$55,206 | \$56,505 | \$57,805 | \$59,201 | \$60,653 |
| 4 | \$53,050 | \$54,238 | \$55,642 | \$56,783 | \$58,112 | \$59,328 | \$60,876 | \$62,390 |
| 5 | \$54,641 | \$55,822 | \$57,269 | \$59,499 | \$59,752 | \$61,099 | \$62,599 | \$64,175 |
| 6 | | \$57,446 | \$58,941 | \$60,058 | \$61,442 | \$62,811 | \$64,368 | \$66,013 |
| 7 | \$58,230 | \$59,171 | \$60,661 | \$61,764 | \$63,180 | \$64,581 | \$66,191 | \$67,907 |
| 8 | | | \$62,438 | \$63,522 | \$64,963 | \$66,391 | \$68,065 | \$69,851 |
| 9 | | \$63,018 | \$65,082 | \$65,329 | \$66,797 | \$68,259 | \$69,989 | \$71,854 |
| 10 | | | \$66,138 | \$67,189 | \$68,686 | \$70,180 | \$71,971 | \$73,911 |
| 11 | | | \$68,075 | \$69,099 | \$70,633 | \$72,153 | \$74,005 | \$76,030 |
| 12 | | | \$69,979 | \$71,033 | \$72,608 | \$74,175 | \$76,078 | \$78,159 |
| 13 | | | \$71,938 | \$73,024 | \$74,641 | \$76,250 | \$78,208 | \$80,346 |
| 14 | | | \$73,953 | \$75,068 | \$76,733 | \$78,388 | \$80,400 | \$82,597 |
| 15 | | | \$79,949 | \$80,946 | \$82,692 | \$84,440 | \$86,681 | \$89,174 |
| 16 | | | \$82,575 | \$83,587 | \$85,359 | \$87,133 | \$89,408 | \$91,936 |

Appendix B – MOA Relationship between Stipends and Per Diem Pay – Page 62

Appendix C - Educator Evaluation November, 2017 - Page 65

MEMORANDUM OF AGREEMENT

The undersigned parties hereby agree to the following clarification of language to the Unit A collective bargaining agreement which expired August 31, 2006:

Relationship between Stipends and Per Diem Pay

Per the Agreement Between the Longmeadow School Committee and the Longmeadow Education Association, Unit A, September 1, 2003 – August 31, 2006, Article IX, Teaching Hours and Teaching Load, A Length of Work Year:

2. a. The work year for the following Teachers will be more than the work year as defined in Section I, above. These additional days will be scheduled immediately preceding the opening of school and/or immediately following the close of school in June and, to the extent possible, at a mutually agreed upon time, with the exception of the Special Assistant for Instructional Services, Athletic Director, and the Coordinator of School Libraries, whose additional work days will be scheduled at a mutually agreed upon time.

| <u>Position</u> | <u>Additional Days</u> |
|--|------------------------|
| Guidance Counselors | 4 |
| Curriculum Coordinators/Mentor Coordinator | 5 |
| Except Coordinator of School Libraries | 10 |
| Lead Teachers | 10 |
| High School Librarian | 10 |
| Dean of Students | 10 |
| Special Assistant for Special Education Services | 10 |
| Teacher Assistant to Principal | 15 |
| Athletic Director | 20 |
| High School Guidance Department Chairperson | 20 |

- b. Pay for these additional days in the work year of each Teacher named in paragraph 2.a. hereinabove, will be on a per diem basis of his/her annual salary using the salary schedule in effect at that time.

3. In recognition of increased professional duties and responsibilities, certain designated personnel covered by this Agreement, including but not limited to Department Chairmen, will be compensated as specifically listed in Appendix A, Other Salary Guides. By mutual agreement these Teachers should be available, if necessary, in their administrative role beyond their work year.

Definition of "per diem basis of his/her annual salary using the salary schedule in effect at that time": This means that each individual's per diem pay will be based on his/her base annual salary (per the current salary schedule), *not including any additional stipends or other payments for extra services*. Per this agreement, the following exceptions will occur:

The per diem rate for the additional workdays for Teachers who receive a stipend for the additional responsibilities listed below will be calculated by adding the stipend for those additional responsibilities to the Teacher's base pay. No other stipend that the Teacher

receives can be included in the calculation of the per diem rate. In other words, only the stipend that is directly related to the position for which the Teacher is working additional days may be included in the per diem rate calculation.

| Role | # of additional days | Payment for Additional Days |
|--|----------------------|--|
| Guidance Counselor | 4 | @ per diem rate calculated on annual base salary |
| Curriculum Coordinators/Mentor Coordinator | 5 | @ per diem rate calculated on annual base salary + Coordinator stipend |
| Coordinator of School Libraries | 10 | @ per diem rate calculated on annual base salary + Coordinator stipend |
| Lead Teachers | 10 | @ per diem rate calculated on annual base salary + Lead Teacher stipend |
| High School Librarian | 10 | @ per diem rate calculated on annual base salary |
| Dean of Students | 10 | @ per diem rate calculated on annual base salary + Department Chairperson, Category A, stipend |
| Special Assistant for Special Education Services | 10 | @ per diem rate calculated on annual base salary + Department Chairperson, Category A, stipend |
| Teacher Assistant to Principal | 15 | @ per diem rate calculated on annual base salary + Department Chairperson, Category A, stipend |
| Athletic Director | 20 | @ per diem rate calculated on annual base salary + Athletic Director's stipend (sum of the highest stipend for a JV coach in the fall, winter and spring sports) |
| High School Guidance Department Chairperson | 20 | @ per diem rate calculated on annual base salary + Department Chairperson stipend (Category A or B as appropriate) |

Thus, for example:

A Teacher with a Masters + 15 credits, who is on Step 10 of the salary scale, receives 2 stipends: one as a District Curriculum Coordinator and one as a New Teacher Mentor. Per the Contract, the Teacher's work year is extended by 5 days to perform work as the District Curriculum Coordinator.

The Teacher's 5 additional days to perform work as a District Curriculum Coordinator will be paid at a per diem rate that is calculated by adding the Curriculum Coordinator's stipend to the Teacher's base pay, e.g.

$$\begin{array}{r}
 \text{Teacher's base pay (per salary schedule, p. 66)} \\
 + \text{ Stipend as District Curriculum Coordinator (Appendix A} \\
 \text{Salary Guide, p. 50)} \\
 \hline
 \text{Total Pay upon which per diem pay for additional days is} \\
 \text{calculated}
 \end{array}$$

(The stipend as New Teacher Mentor is not included in the calculation of the per diem rate since the teacher will not be working as a New Teacher Mentor during the additional 5 workdays.)

Example:

| | | |
|---|----------|---|
| | \$52,440 | Teacher's base pay at MA + 15, Step 10 (per salary schedule, p. 66) |
| + | 3,488 | Stipend as District Curriculum Coordinator at Step 3 (Appendix A Salary Guide, p. 50) |
| | <hr/> | |
| | \$55,928 | Total Pay upon which per diem pay for additional days is calculated |

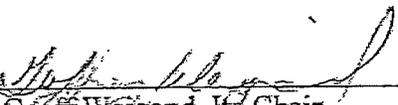
Per Diem Pay = $\$55,928 / 185 = \302.31 per additional day x 5 = \$1511.55

This agreement shall take effect as of _____, 2007 and shall be retroactive to the start of the 2005-2006 academic year.

Signed this 4th day of July, 2007.

Longmeadow School Committee

Longmeadow Education Association

By: 
Geoff Weigand, Its Chair

By: 
Marsha Haar, Its President

Appendix C

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I. Purpose of Educator Evaluation

This contract language has been locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 approved by the Board Of Elementary and Secondary Education on June 28, 2011, and the Model System for Educator Evaluation developed and updated from time to time by DESE. See 603 CMR 35.02 re: (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.

The regulatory purposes of evaluation are:

- A. 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)
- B. To provide a record of facts and assessments for personnel decisions, 35.01(2)
- C. 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
- D. To assure effective teaching and administrative leadership.

II. Definitions

- A. **Administrator:** Any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.09 (1) through (5) or has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00 et. seq. or educators like, for example, Department Heads with evaluation duties who is not employed under an individual employment contract. Administrator roles could include principal/vice principal, superintendent/assistant superintendent, district coordinators, or program directors. The parties may agree to identify other employees as administrators for purposes of the evaluation process.
- B. **Artifacts of Professional Practice:** Educator developed work products and student work samples that demonstrate knowledge and skills with respect to specific performance standards.
- C. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, special education teachers, guidance counselors, speech and language pathologists, occupational or physical therapists.
- D. **Classroom teacher:** Educators who teach preK-12 whole classes, special subject teachers, such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- E. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement; judgments based on observations; artifacts of professional

practice; and additional evidence relevant to one or more Standards of Effective Teaching per 603 CMR 35.03 and 603 CMR 35.07

- F. Descriptors:** In the Educator rubric, they define the individual elements of each of the indicators under the standards.
- G. DESE:** Department of Elementary and Secondary Education.
- H. Educator(s):** Inclusive term that applies to all teachers and caseload educators, unless otherwise noted.
- I. 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, impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - a. 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. The Educator shall be evaluated at least annually 35.07 (8).
 - b. Self-Directed Growth Plan** shall mean a plan of one or two school years for educators with PTS who are rated proficient or exemplary.
 - c. Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one year or less for Educators with PTS who are rated needs improvement.
 - d. Improvement Plan** shall mean a plan developed by the Educator and the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory, developed by the Evaluator 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.
- J. Evaluation:** The ongoing process of defining goals and identifying, gathering, and using evidence 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").
- K. Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation or 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 responsible for determining performance ratings. An educator may request a change in primary Evaluator by making a written request to the primary Evaluator's supervisor. The final decision rests with the supervisor.
 - a. Primary Evaluator:** shall be the person who determines the Educator's performance ratings. He/she may be delegated by the building principal to evaluate staff within a school. The following people may be primary

evaluators:

1. At the elementary and middle schools: the superintendent, assistant superintendent, principals, assistant principals, and special education supervisors.
 2. At the high school: the superintendent, assistant superintendent, principals, assistant principals, special education supervisors and department chairs.
- b. Supervising Evaluator** shall be the person responsible for each educator's evaluation. This will be the school principal or assistant principal. The supervising Evaluator may be the primary Evaluator. The supervising Evaluator may delegate additional components of the evaluation process to the primary Evaluator.
- c. 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 the largest portion of his/her time. The administrator of each building in which the educator serves may provide feedback and review the evaluation. At any time during the evaluation cycle, the educator may ask the administrator in each building where the educator serves for feedback. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- d. Notification:** The Educator shall be notified in writing of his/her primary Evaluator, if any, at the outset of each new evaluation cycle. 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. Evaluation Rating:** The overall performance rating is based on the Evaluator's judgment 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:
- a. Standard 1: Curriculum Planning and Assessment;
 - b. Standard 2: Teaching All Students;
 - c. Standard 3: Family and Community Engagement;
 - d. Standard 4: Professional Culture;
 - e. Attainment of Professional Practice Goal(s);
 - f. Attainment of Student Learning Goal(s).
- See Section W for performance ratings.

- N. Experienced Educator:** An educator with Professional Teacher Status (PTS).
- O. Family:** Includes parents, legal guardians, foster parents, or primary caregivers.
- P. 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. 5.06(5)(a)
- Q. Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a two-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.
- R. 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.
- S. Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- T. 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.
- U. Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visit(s), including team meetings, parent conferences, and/or field trips, of any duration by the Evaluator and may include examination of artifacts of practice including student work. Video observations may be used if they are mutually agreed upon between the evaluator and educator. All observations must be conducted openly and with the full knowledge of the educator. Classroom or worksite observations for purposes of compliance with this article must result in feedback to the educator using agreed-upon verbal or written protocols.
 - a.** Announced observations: shall include a pre-observation conference, full period observation, a post-observation conference.
 - b.** Unannounced “mini” observations: Shall have these characteristics and parameters:
 - 1.** At the beginning of year planning meeting the evaluator and educator will discuss and decide upon mini-observation protocols such as whether or not the educator wishes to be signaled that the visit constitutes such an observation and whether or not the educator prefer not to be observed at specific times such as first period Monday or just prior to a school vacation.

2. The evaluator must offer, but may require a follow-up conversation with the educator as soon as possible after the mini-observation, certainly within three school days when both the Educator and Evaluator are present. Any written evidence the evaluator collects after the observation must be shared with the educator. The intent of the mini-observation follow up conversations is to provide an opportunity to discuss professional practice.

V. Parties: The Longmeadow Education Association and the School Committee are the parties to this agreement.

W. Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- a. **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 in that standard district wide.
- b. **Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to describe a fully effective Educator.
- c. **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.
- d. **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.

X. 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.

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

Z. Reflective Practice: The Educator gathers information, analyzes data, examines issues, and develops new approaches in order to improve teaching, learning and leadership.

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. The rubric consists of:

- a. **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.03.

- b. **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.03
- c. **Elements:** Defines the individual components of each of the indicators
- d. **Descriptors:** Describes practice at four levels of performance for each element

Through negotiations, the parties may adapt elements or descriptors for different Educator roles, consistent with the regulations.

BB. Self-Assessment: The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining. 603 CMR 35.603 (2) The Educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development. 35.03 (2)(b) Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the Educator based on the Educator's self-assessment and other sources that the evaluator shares with the Educator. 35.06 (3) (a)

CC. 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.

DD. 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.

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

III. 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, but not be limited to:
 - a. 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;
 - b. 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: MCAS Student Growth Percentile, MEPA Gain Scores, portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone

projects.

- c. 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.
- d. 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.

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

- a. Unannounced observations of practice of any duration;
- b. Announced observations of practice;
- c. Examination of Educator work products;
- d. Examination of student work samples.

C. Evidence compiled and presented by the Educator or the Evaluator, including, but not limited to:

- 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;
- c. Evidence of progress towards professional practice goal(s);
- d. Evidence of progress toward student learning outcomes goal(s).
- e. Student feedback starting in the 2013-2014 school year. The parties agree to bargain over the DESE model contract language regarding student feedback when such language is available.

D. Any other relevant evidence from any credible source that the Evaluator shares with the Educator.

IV. 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 parties agree that the rubrics attached in Appendix B shall be used.

V. Evaluation Cycle: Self-Assessment

- A.** Both the Self-Assessment and the Goal Setting submission should be completed within the first four weeks of school. It is understood that the Self-Assessment portion must be completed prior to the beginning of the Goal Setting process. A reasonable amount of time shall be given by the Educator to the Evaluator and

the Evaluator to the Educator so that these two cycles can be completed in a timely manner. Teachers are encouraged to complete this process as soon as s/he is prepared.

B. Completing the Self-Assessment

- a.** The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment within four weeks of the start of their employment at the school or within four weeks of the employee's date of hire or return to work, if the employee was not present at the start of the school year.
- b.** The self-assessment includes:
 - 1.** An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - 2.** An assessment and rating of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - 3.** Proposed goals to pursue:
 - a)** (1st) At least one goal directly related to improving the Educator's own professional practice.
 - b)** (2nd) At least one goal directed related to improving student learning.
- c.** Proposing the goals:
 - 1.** Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - 2.** Prior to the goal setting process, school and/or district leaders will provide Educators with copies of the school and/or district goals.
 - 3.** For Educators in their first year of practice, the Evaluator will meet with each Educator by September 15th to assist the Educator in completing the Self-Assessment and drafting the professional practice and student learning goals which must be directly related to induction and mentoring activities.
 - 4.** Unless the Evaluator indicates that an Educator in his/her second or third year 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.
 - 5.** 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.

6. 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 and be written as an individual goal(s). In addition, the goals may address shared grade level or subject area team goals.

VI. 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 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 the Evaluator shares with the Educator.
- C. The Evaluator retains final authority over the goals to be included in the Educator's Plan.
 - a. Educators in the first year of their employment will meet with their Evaluator within a reasonable amount of time from the Educator's first work day of that school year to review regulatory and contractual requirements for evaluation, including Goal Setting and the Educator Plan. Dependent of the Educator's date of hire, the Evaluator will make every effort to have this meeting so that the Educator can meet the four-week deadline for Self-Assessment and Goal Setting to be completed. The meeting may involve more than one Educator. The Evaluator shall document the meeting.
 - b. All other Educators in the same school may meet with the Evaluator in teams and/or individually within the specified timeframe above of each academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - c. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur within a reasonable amount of time from the start of their assignment in that school, but in any case prior to the first observation.
 - d. 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.

VII. 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: By **September 15th** an introductory evaluation conference is held between Educator and Evaluator to clarify and review evaluation process. This conference will include discussing mini- observations and formal evaluation protocols, e.g. should the Evaluator give a signal to the Educator that his/her presence in the classroom constitutes a mini-observation?
- B.** Mini-Observations: At least four mini-observations must be conducted annually with two occurring in the formative phase of the evaluation cycle and two occurring in the summative phase. Evaluators will be sensitive to timing of mini-observations, e.g. 1st period Monday, last period Friday, and the day before vacations.
- C.** The evaluator must conduct at least one announced observation for Non-PTS on a one-year cycle by December 15th.
- D.** Formative assessment conferences to discuss formative assessment reports will occur by **February 8th**. Signed reports are due in the superintendent's office by **February 15th**.
- E.** Mini-Observations and final evaluation conference will be done by **May 5th**; Educator summative evaluation report is due in the Superintendent's office by **May 15th**.
- F.** For educators in their second and third years of practice or second and third years as a non-PTS Educator in the school: The same process will be followed as Year 1, with the September 15th introductory Evaluation Conference to include collaborative goal setting.

VIII. Evaluation Cycle: Observation of Practice – Educators with PTS

- A.** The Educator whose overall rating is proficient or exemplary must have at least two mini-observations for each year of the evaluation cycle. If, however, the Educator chooses to utilize the process of Peer Coaching, in the formative year then there will be only 1 mini-observation required during year one. (See Appendix A for details.)
- B.** The Educator whose overall rating is needs improvement must be placed upon a Directed Growth Plan and during the period of the Plan have at least two unannounced observations.
- C.** The Educator whose overall rating is unsatisfactory must be placed upon an Improvement Plan during which there shall be no fewer than one announced and four unannounced observations.

IX. Observations

A. Unannounced Observations:

- a. Unannounced observations may be in the form of partial or full-period classroom or worksite visitations.
- b. The evaluator must offer, but may require a follow-up conversation with the educator as soon as possible after the mini-observation, but no later than three school days when both the Educator and Evaluator are present if the educator's performance on all standards was judged to be exemplary or proficient.

Written feedback will be provided to educators within three days if, following any observation, the educator's performance on one or more standards was judged to be needs improvement or unsatisfactory..

- c. Any unannounced observation which may result in disciplinary action shall be brought to the attention of the Educator within three school days when both the Educator and the Evaluator are present in a post-observation conference. There shall be a written document that summarizes the issue, any remedial action to be taken, and a time frame for completion of such actions. This document shall be delivered by email or school mail box by the Evaluator to the Educator, if not already referenced in an Educator's plan.
- d. Any classroom or worksite observation resulting in feedback to the Educator that indicates the Educator's performance on one or more standards is judged to be *unsatisfactory* or *needs improvement*, may be followed by one or more observations of a length determined by the Evaluator. The educator may request and the evaluator will grant a follow up observation in these instances.

B. Announced Observations for Non-PTS Educators and PTS Educators on Directed Growth or Improvement Plans:

- a. All non-PTS Educators and PTS Educators on an Improvement Plan or a Directed Growth Plan shall have Announced Observations.
- b. Before the Observation:
 1. The Evaluator shall select the date and time of the lesson to be observed and discuss with the Educator any specific goal(s) for the observation. The Evaluator may require the Educator to demonstrate specific knowledge, skills or practice related to the Educator Plan goals.
 2. The Evaluator and Educator shall meet on a mutually agreed upon day for a pre-observation conference. The Educator shall inform the Evaluator of the nature of the lesson, the student population served, and any other information that will enable the Evaluator to assess performance.

- a) The Educator shall independently review the rubrics prior to the evaluation.
- b) The Educator shall provide the Evaluator a draft of the lesson plan, student conference plan, or IEP meeting plan. If the actual plan is different, a copy will be provided on the morning of the observation.
- c) 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. Following the Observation:

- 1. The Evaluator and Educator shall meet for a post-observation conference on a mutually agreed upon date.
- 2. For each indicator where the Educator is rated *unsatisfactory* or *needs improvement*, the Evaluator must:
 - a) Identify the resources the Educator will use in his/her improvement
 - b) Meet with the Educator to discuss and outline a remedial plan, the final requirements of which will be determined by the Evaluator. The Educator is responsible for addressing the remedial requirements.
- 3. After the evaluation report is complete, the Educator shall sign the report indicating he/she has seen it, provided, however, that the signature does not indicate agreement or disagreement with the contents. The Educator shall have the right to make a written statement which shall become part of the observation report.
- 4. There shall be no set minimum or maximum number of school days between observations. The Evaluator may identify a specific reason or reasons for a more frequent observation, of an Educator by an Evaluator or Evaluators. The Educator and Evaluator may mutually agree that a better understanding of the observed class may be achieved by an immediate follow-up observation, and such an observation may occur. Appropriate adjustments will be made for an Educator hired after September.

X. Evaluation Cycle: Formative Assessment--For all educators except PTS teachers on two year cycle

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement.
- B. The evaluation cycle shall include a formative assessment for Educators which provides feedback to the Educator about his/her progress toward attaining the goals set forth in the Educator Plans, performance on the four standards of practice and overall, or both.

- C. Formative assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle.
- D. Evaluators should provide 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 performance standards for curriculum, planning and assessment (Standard # 1) and the Educator's promotion of learning for all students based on high expectations for student performance, demonstrated cultural proficiency and the creation of a safe classroom environment (Standard # 2), and evidence of family engagement (Standard # 3) and contributions to professional culture (Standard # 4).
- E. The Educator may provide the Evaluator with evidence of the Educator's performance as such relates to Performance Standards.

XI. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- A. In the spring of year one, each Educator shall receive one of four ratings on each performance standard and overall: exemplary, proficient, needs improvement, unsatisfactory.
- B. In rating Educators, the rubrics in this evaluation system shall be used.
- C. The Educator's formative evaluation rating for Year 1 of the two-year cycle shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance. In this case the rating on the performance standards may change.
- D. 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.
- E. By April 15th (or three weeks prior to the Formative Evaluation Report date established by the Evaluator), 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.
- F. 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.
- G. The Educator may reply in writing to the Formative Evaluation Report within 5 teacher work days of receiving the report.
- 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.

XII. 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 rubrics, and evidence of the attainment of the Educator Plan goals.
- C.** The professional judgment of the Evaluator shall determine the overall summative rating that the Educator receives unless a different rating is set by the Supervisory Evaluator, if any, or the Superintendent. In cases where the Superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- D.** In rating Educators, the rubrics in Appendix B of this document shall be used.
- E.** The summative evaluation rating must be based on multiple measures of student learning, growth and achievement, the Evaluator's judgments and additional evidence relevant to one or more of the four performance standards. 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 for teachers.
- G.** Four weeks prior to the Summative Evaluation Report date established by the Evaluator, the Educator shall provide the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibilities 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 Educator shall sign the final summative evaluation report within six days of the summative evaluation meeting. The signature indicates that the Educator received the summative evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with the contents.
- I.** The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report. The Educator being evaluated may gather and provide additional information on his/her performance and submit it to the Evaluator within 10 teacher workdays of the evaluation meeting.
- J.** A copy of the final summative evaluation report will be maintained permanently as part of the employee's personnel record in the district's electronic teacher evaluation software.

XIII. 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:
 - a.** At least one goal related to improvement of practice tied to one or more Performance Standards;
 - b.** At least one goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
 - c.** 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, curriculum development, study groups with peers, and implementing new programs.
 - d.** 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.

XIV. Educator Plans: The Developing Educator Plan

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

XV. Educator Plans: The 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. 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

XVI. Educator Plans: The Directed Growth Plan

- A.** Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B.** The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
- D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

XVII. Educator Plans: The Improvement Plan

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins, such as self-directed study, training, workshop, and coursework.
- 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. 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 Educator is entitled to LEA representation at this meeting. The Educator is entitled to appeal this plan to the Superintendent if the Educator and Evaluator are not in agreement. The Evaluator will draft this plan which will include the provision of specific assistance to the Educator.

The improvement plan shall:

- a. Define the improvement goals directly related to the Performance Standard(s) and/or student learning outcomes that must be improved; these goals will refer to Longmeadow Teaching Standards needing improvement.
- b. Describe the assistance that the District will make available to the Educator, which may include a non-evaluative colleague.
- c. Articulate the measureable outcomes that will be accepted as evidence of improvement.
- d. Detail the timeline for completion of each component of the plan, including improvement benchmarks.

- e. Allow Evaluator discretion in deciding what combination of announced and/or mini-observations to use (At least two formal observations.)

E. Decision on the Educator's status at the conclusion of the Improvement Plan:

- a. All determinations below must be made no later than two weeks after the Spring Town Meeting. One of three decisions must be made at the conclusion of the Improvement Plan:
 - 1. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan for the next academic year.
 - 2. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - 3. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - 4. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- b. The Association shall be informed if an Educator is being placed on an Improvement Plan.

XVIII. Timeline

Annually, the Superintendent or designee will meet with President of LEA to agree to an educator evaluation timeline developed in accordance with the collective bargaining agreement. The timeline will be distributed to all educators and evaluators.

**Educator Evaluation Timeline Guidelines
(actual dates to be determined annually)**

| Date | Non-PTS | PTS – rated proficient or exemplary | PTS – rated needs improvement or unsatisfactory |
|--|---|---|--|
| On or before September 15th | Evaluator meets with educators in their first year or practice, or first year assigned to the school, to clarify the and review the evaluation process. | | |
| On or before September 30th | Educator submits self-assessment and proposed goals | Educator submits self-assessment and proposed goals (may be team goals) | Educator submits self-assessment and proposed goals; the professional practice goal(s) must address the specific standards and indicators identified for improvement and written as an individual goal. |
| Anytime the first day of school until February 8th | At least 2 mini-observations (being sensitive to timing) | | |
| Anytime during the evaluation period. | | At least 2 mini-observations (being sensitive to timing). If educators are involved in peer coaching, at least 1 mini-observation per year is required. | Educators placed on a 2-year directed growth plan and during the period of the plan have at least two unannounced observations during the period of the plan. Educators placed on an improvement plan during which there will be at least one announced and at least four unannounced observations. |

| | | | |
|---|--|--|--|
| On or before December 15th | Evaluator completes at least one announced observation | | |
| | | | |
| On or before February 8th | Formative assessment conferences to discuss formative assessment reports. | | |
| On or before the February 15th | Formative assessment signed by evaluator and educator | | |
| Anytime during the summative phase of the evaluation | At least 2 mini-observations (being sensitive to timing) | | |
| On or before April 15th | The educator should provide to the evaluator evidence of family engagement, fulfillment of professional responsibility and growth, and progress towards goals. | The educator should provide to the evaluator evidence of family engagement, fulfillment of professional responsibility and growth, and progress towards goals. | The educator should provide to the evaluator evidence of family engagement, fulfillment of professional responsibility and growth, and progress towards goals. |
| On or before the May 5th. | Mini-observations and final evaluation conference completed | | |
| On or before the May 15th | Final evaluation reports completed and signed by evaluator and employee | Summative year only - Final evaluation conference is held for educators in the summative year with a proficient or exemplary rating. (<i>May</i> be held at the request of the educator or evaluator in the formative year) | Final evaluation date determined in the employee's improvement plan. If there is not pre-determined date, conferences held no later than May 15 th |

| | | | |
|--|--|--|---|
| On or before June 1st. | | | Final evaluation date determined in the employee's directed growth plan. If there is not pre-determined date, conferences held no later than June 1 st . |
|--|--|--|---|

XIX. 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.** Other issues relevant to Career Advancement are subject to and may be addressed in collective bargaining. Nothing in this Article shall diminish the rights of the principal or superintendent to non-renew or discharge a teacher without PTS.

XX. General Provisions

- A.** Only licensed educators may serve as primary Evaluators of Educators.
- B.** Except when the safety of students or staff is an immediate concern and the Evaluator must immediately and directly intervene, 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.
- C.** The superintendent shall insure that Evaluators have training in the requisite skills in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D.** Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of needs improvement or unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E.** The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:
 - a.** To jointly review the Evaluation Procedure no later than June 1st of each year.
 - b.** Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.
 - c.** To open the Evaluation Procedure to collective bargaining whenever DESE makes regulator changes so that said changes can be implemented in a timely manner.
 - d.** It is understood that other areas of the Collective Bargaining Agreement may be impacted by these discussion and/or regulatory changes and

either party is free to open said areas for the purpose of collective bargaining.

- F.** Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Peer Coaching Professional Growth Plan: For PTS Educator--Year 1

Initial Conference Form

School Year _____ School(s) _____

Educator Name and Title _____

By October 15th of Evaluation Year 1, this Professional Development Plan is to be completed by the educator, in consultation with the Principal/Evaluator.

1) **Goal(s):** Include how will this activity enhance student learning?

2) **Plan:** What is the plan to accomplish these goals?

3) **Data:** What data sources will be used to assess the Teacher's progress on the goals and their impact on student learning?

Teacher's signature

Date

Principal/Evaluator's signature

Date

Peer Coaching Professional Growth Report: For PTS Educator--Year 1

School Year _____ School(s) _____

Educator Name and Title _____

What were the goals of this activity?

These goals have been: ___ met or surpassed ___ partially attained ___ not attained

Summary of outcome/growth on each of these goals:

Teacher's signature

Date

Received by:

Principal/Evaluator's signature

Date

PEER COACHING

Procedure

1. By October 1st a Teacher must make a request, in writing, of the Principal to use this Process; he/she and his/her Peer Coaching Partner must have had at least fifteen (15) hours of training in Peer Coaching, or similar training acceptable to the Superintendent and LEA Executive Committee, prior to making the request.
2. The request is subject to the approval of the principal. If the Principal denies a request, he/she must provide a reason, in writing, to the Teacher(s).
3. By October 15th, the Teacher and Principal must sign the Professional Development Plan – Initial Conference form.
4. The conversations and interactions between and among the Teachers using the Peer Coaching Process will be confidential to them alone.
5. Each Teacher using the Peer Coaching Process must complete the Professional Development Report by May 15th. The Principal will send a copy of all reports to the Superintendent who will forward copies to the LEA President.
6. Each year, the Superintendent will offer training in Peer Coaching at no cost to the Teachers, and will run the course if a minimum of ten (10) Teachers request such training.
7. Evaluator must complete at least one mini-observation during a peer coaching year.

Purpose of Peer Coaching: Peer Coaching will:

- Help establish a line of communication between faculty members.
- Provide Teachers a chance to think and talk about what they are doing.
- Help bring techniques Teachers may use instinctively to the conscious level, thus improving the chance they will be repeated.
- Expand teaching skills by expanding coaching skills.
- Increase the amount of time Teachers spend on discussing instructional issues.
- Provide technical feedback from respected peers.
- Help professionalize teaching since it offers Teachers a chance to become involved in decisions that have an impact on them and their students (shared decision making).
- Provide opportunities to work together for the common good of the school environment.

Description

The Peer Coaching Process is designed to help any PTS Teacher who wishes to benefit from expertise provided by his/her Coach. Each Teacher who is using Peer Coaching as a substitute for his/her negotiated evaluation, must participate in a **three-phase cycle a minimum of twice during the school year**. The three-phase cycle consists of:

- 1) **A Pre-Conference**. During the pre-conference the Coach helps the Teacher to determine the focus of the observation. The following four (4) questions are recommended as guides for the pre-conference.
 - What are your objectives?
 - How will you know when you've reached your objectives?
 - What is your plan?
 - On what other aspects of your teaching do you want information?
- 2) **The Observation**. The Coach observes the Teacher in the classroom teaching the identified focus area for the lesson. The Coach is **not** involved in teaching the lesson, in interacting with the Teacher or the students in any way. The Coach only observes and records observable behaviors and actions.
- 3) **The Reflection Conference**. The Coach helps the Teacher become more reflective about the learning that has happened by asking questions, providing data, and facilitating the Teacher's own evaluation of the lesson. The Coach does not evaluate the lesson.

The examples below are some, but not all, of the strategies that may be used, and are not limited to peer coaching:

Selective Verbatim: The observer makes a written record of exactly what is said (within a certain category) in the classroom. The observer and the Teacher select beforehand certain kinds of verbal events (e.g., the Teacher's questions) to be recorded.

Verbal Flow: The observer records who is talking to whom. Categories of verbal interaction can also be recorded: teacher question, student answer, teacher praise, student question. Verbal flow is similar to the technique of selective verbatim in that both techniques deal with classroom behavior. Selective verbatim is concerned with the content of the verbal communication, whereas verbal flow identifies the initiators and recipients of the verbal communication and the kind of communication they are engaged in.

At Task: The observer systematically notes the behavior of each student at regular intervals during the lesson. The behavior for each student is recorded in categories agreed on by the Teacher and the observer in the pre-conference. Categories might be "doing assigned work" or "talking to neighbors."

Class Traffic: How Teachers move about the room can be an important instructional strategy. Class traffic charts the Teacher's movement during a class period.

Interaction Analysis: Categories of verbal behavior (praise, directions, criticisms) are charted during the lesson. The observer and Teacher may also create or adapt other techniques based on the particular objectives of the lesson to be observed and the needs of the Teacher.

Global Scan: Techniques such as script taping, anecdotal audiotapes, and videotapes can capture many aspects of the lesson that could otherwise be missed. The global scan or “wide lens” technique help give the teacher a sense of the “big picture.”

Tally Sheets: A chart is used to collect data on specific areas such as: the ratio of calling on boys to girls, the number of students participating in a given class period, or types of questions asked by teachers/students.

Documentation of Peer Coaching Activities

Teacher: _____ Grade(s)/Subject(s) _____

School: _____

Peer Coach: _____

Each Teacher who is using Peer Coaching as a substitute for his/her negotiated evaluation, must participate in at least two peer coaching cycles during the school year.

| Peer Coaching Cycle #1 | Date | Teacher's Initials | Supervisor's Initials |
|-------------------------------|-------------|---------------------------|------------------------------|
| Pre-Conference | | | |
| Observation | | | |
| Reflection Conference | | | |

| Peer Coaching Cycle #2 | Date | Teacher's Initials | Supervisor's Initials |
|-------------------------------|-------------|---------------------------|------------------------------|
| Pre-Conference | | | |
| Observation | | | |
| Reflection Conference | | | |

| Peer Coaching Cycle #3 | Date | Teacher's Initials | Supervisor's Initials |
|-------------------------------|-------------|---------------------------|------------------------------|
| Pre-Conference | | | |
| Observation | | | |
| Reflection Conference | | | |