

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TYNGSBOROUGH TEACHERS' ASSOCIATION UNIT A

AND


TYNGSBOROUGH SCHOOL COMMITTEE

Effective September 1, 2018-August 31, 2021

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this agreement is made and entered into as of the 1st of September 2018 by and between the School Committee of Tyngsborough (hereinafter referred to as the Committee), and the Tyngsborough Teachers' Association (hereinafter referred to as the Association).



For the School Committee



For the Teachers' Association

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PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Tyngsborough, and that good morale within the teaching staff of Tyngsborough is essential to achievement of that purpose, we, the parties of this contract, declare that:
 - a. Under the law of Massachusetts, the Committee, elected by the citizens of Tyngsborough, has final responsibility for establishing the educational policies of the public schools of Tyngsborough, and the duty of operating such schools as outlined in G.L., Chapter 71.
 - b. The Superintendent of the Schools of Tyngsborough, (hereinafter referred to as the Superintendent), has responsibility for carrying out the policies so established.
 - c. The professional staff of the public schools of Tyngsborough has responsibility for providing education of the highest possible quality in the classrooms of the schools.
 - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff, and so.
 - e. To give effect to these declarations the following principles and procedures are hereby adopted:

ARTICLE I - RECOGNITION

- A. For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional teaching and registered nurse employees of the Committee, (as such professional employees are defined in Section I of Chapter 150E of the General Laws of Massachusetts, constituting Unit "A").

Administrative personnel, specifically the Principals, Assistant Principals, Assistants to the Principal, Director of Student Services, Special Education Facilitators, Deans and Director of Guidance are not parties to the collective bargaining agreement herein set forth.

All references to "teachers" shall continue to have that meaning recognized by the parties under the agreement prior to September 2002 and shall not include registered nurses. All references to "nurses" or "registered nurses" shall be limited to nurses or registered nurses. Any general references to "employees", "staff" or the like shall include all members of the bargaining unit.

Teacher Aides/Assistant Teachers are not parties to the collective bargaining agreement but are covered by separate and Unit "D" collective bargaining agreements respectively.

- B. The Tyngsborough Teachers' Association shall be, under this contract, the exclusive bargaining agents for all employees of such unit, and shall act, negotiate agreements, and bargain collectively for all employees of such unit, and shall be responsible for representing the interest of all such employees without discrimination and without regard to employee organization membership.

- C. Except insofar as this contract provides otherwise, neither party hereto shall be compelled to agree to a proposal or to make a concession.
- D. The right and responsibility to operate and manage the public schools and the educational activities in the Town of Tyngsborough, to select and direct the work of the employees, and to direct and control the use of its property and facilities, are vested exclusively with the Committee [and the Superintendent pursuant to M.G.L. c. 71]. These rights include, without being limited to, the right to
1. determine and change the number and qualifications of the pupils to attend each school and to make such provisions as will enable each student residing in the Town to attend school for the period required by law.
 2. determine and change work and experimental work programs, and to select, employ, train, assign, transfer and promote the professional employees, and periodically evaluate and determine their qualifications.
 3. discipline, suspend, or dismiss professional employees in the manner provided by law, and to regulate Association activities so as not to interfere with instructional activities during working hours, and on the premises under the control and supervision of the Committee.
 4. structure the supervisory staff and the professional employees, including the right to introduce and improve methods, and teaching techniques.
 5. obtain, and to contract and sub-contract for materials, services, supplies and equipment.
 6. establish and change any form of employee's benefits in excess or in addition to those provided in this agreement.
 7. establish, modify, and enforce policy and regulation regarding studies, curriculum, conduct, library and reference facilities, textbooks, discipline, schedules, safety regulations, and all other rights pertaining to the operation and management of the Tyngsborough Public Schools, and the business of the Committee.
- The failure of the Committee to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. None of these rights shall be exercised by the Committee contrary to any provisions of this agreement.
- E. If any provisions of this agreement, or any application of the agreement to any employee or group of employees shall be found contrary to State or Federal statutes, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE II - GRIEVANCE PROCEDURE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which, from time to time, may arise and affect the conditions of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance at the procedural level involved, and nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee verbally to a Principal or Superintendent of Schools.

DEFINITION

A grievance is defined as a complaint by an employee or group of employees covered by this contract based on an alleged violation of any of the terms and conditions of this agreement, or a dispute involving the meaning, interpretations, or application thereof, or an alleged violation of any specific State or Federal statutes or regulations pertaining to wages, hours, and other conditions of employment.

PROCEDURE

Level One

An informal settlement between the aggrieved and his/her immediate supervisor shall be attempted within ten (10) days. The supervisor has five (5) days to respond either verbally or in writing after the informal meeting.

Level Two

If not disposed of to the aggrieved's satisfaction by such discussion, the grievance shall be presented in writing to his/her Building Principal stating how the clause(s) or article(s) of this Agreement is violated within ten (10) school days of initial Level One meeting.

Level Three

In the event the grievance is not disposed of to the satisfaction of the aggrieved at Level Two, or in the event no decision has been reached within ten (10) school days, the grievance shall then be referred to the Superintendent within five (5) additional school days. The Superintendent, within ten (10) school days after receipt of the written grievance stating exactly how the clause(s) or article(s) of this agreement is violated, will meet with the aggrieved in an effort to settle the grievance.

Level Four

In the event the grievance is not disposed of at Level Three, or in the event that a decision has not been rendered within five (5) school days after the Level Three meeting, the grievance shall be referred in writing within ten (10) additional school days, stating exactly how the clause(s) or article(s) of this agreement is violated by the aggrieved to the School Committee. Within ten (10) school days thereafter, the School Committee shall meet in an effort to settle the grievance.

Level Five

- A. In the event the grievance is not satisfactorily disposed of at Level Four, or in the event no decision has been rendered within twenty (20) school days after the Level Four meeting, the aggrieved may within ten (10) school days thereafter refer the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree to an arbitrator, then an arbitrator shall be selected under the rules and regulations of the American Arbitration Association.

- B. The request for arbitration shall state the specific provisions of this agreement on which the grievance is based, and shall state the remedy or relief sought by the party requesting arbitration. The authority of the arbitrator shall be limited to the terms and provisions of this agreement provided further that such matters subject to the provisions of c. 71, sec. 42 or 420 of the General Laws shall be exclusively resolved in accordance with such statutory procedures.
- C. The decisions of the arbitrator shall be in writing and shall set forth his findings of fact and his reasons and conclusions concerning the specific issues submitted. His decision shall be final and binding upon the concerned parties.
- D. The cost of the service of the arbitrator shall be borne equally by the School Committee and the Association.
- E. With the exception of Level One, all grievance meetings shall be held when the school is not in session.

GENERAL

- A. If at the end of the ten (10) school days next following the occurrence of any grievance, or the date of the first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented at Level Two or Level Three as appropriate of the procedure set forth above, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified.
- B. No written communication, other document or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting a grievance except that the Superintendent or School Committee may keep a separate file of all grievance matters for its official use.
- C. The provisions of this article shall not be construed to restrict the Superintendent's or Principal's right to terminate or suspend in accordance with M.G.L. c. 71, sections 42 or 420 the employment of a teacher without professional status (WOPTS), and such termination shall not be subject to the grievance and arbitration provisions of this agreement. A probationary nurse may be terminated without cause and such termination shall not be subject to the grievance and arbitration provisions of this agreement.
- D. In the event a grievance arises as a direct result of an action of the School Committee, the grievance may be presented by the aggrieved directly at Level 3. The grievance will be presented in writing stating how the clause(s) or article(s) of this contract is violated.
- E. In the event a grievance in June has not been resolved by the last school day of a school year, the phrase "school days" shall no longer apply and the phrase "week days" shall apply until the first school day of the following school year. The time limits for processing a grievance during this period may be mutually extended depending on the availability of the parties involved.

ARTICLE III - SALARIES

- A. The salaries of all persons covered by this agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. The salaries of all persons covered by the contract are deemed to be fully earned at the close of schools in June of any given year. In the event of termination of service for any cause or beginning employment during the school year, the amount of salary owed will be the

total yearly salary divided by 183 and multiplied by the number of days of service completed.

- C. Employees covered by this agreement will be paid in the following manner:
1. Every other week; twenty six (26) equal payments per year, commencing on the Tuesday following the second Friday following the first day of school.
 2. By requesting in writing to the Superintendent of Schools on or before June 1, the employee may receive the salary due for the months of July and August in one (1) payment on the last scheduled teacher day.
 3. The district shall provide the necessary payroll deduction procedures in order that *staff* members may participate in direct deposit banking at the employee's bank.
- D. Annual step increases may be withheld if services are judged to be unsatisfactory.
- E. Steps on the salary schedule are not necessarily geared to years of experience. Upon initial employment, the School Committee, upon the recommendation of the Superintendent of Schools, will determine the number of years of prior experience as a teacher or a nurse that will be credited and will determine the proper placement on the salary schedule.
- F. In order for an employee covered by this agreement to progress vertically on the salary schedule, the following must be completed every three (3) years: teachers and nurses on the Bachelor's and Bachelors+15 and the Bachelor's+30 scale must complete six (6) hours of approved graduate study or approved equivalent professional improvement.
- Employees on the Master's, Masters+15, and Master's plus+30 scale must complete three (3) hours of approved graduate study or approved equivalent professional improvement.
- G. In order to qualify for advancement horizontally to the Bachelor's+15 schedule, a person must complete fifteen (15) credit hours with a minimum of five (5) courses of approved graduate study beyond the Bachelor's degree. The Superintendent may, upon the request of the individual concerned, waive the requirement of the minimum number of courses if it can be determined that the credits taken and presented would be equivalent to the number required for advancement.
- H. In order to qualify for advancement horizontally to the B+30 schedule, a person must complete thirty (30) credit hours with a minimum of ten (10) courses of approved graduate study beyond the Bachelor's degree. The Superintendent may, upon the request of the individual concerned, waive the requirement of the minimum number of courses if it can be determined that the credits taken and presented would be equivalent to the number required for advancement.
- I. In order to qualify for advancement horizontally to the Master's+15 schedule, a person must complete fifteen (15) credit hours with a minimum of five (5) courses of approved graduate study beyond the Master's degree. The Superintendent may, upon the request of the individual concerned, waive the requirement of the minimum number of courses if it can be determined that the credits taken and presented would be equivalent to the number required for advancement.
- J. In order to qualify for advancement horizontally to the Master's+30 schedule, a person must complete thirty (30) credit hours with a minimum of ten (10) courses of approved graduate study beyond the Master's degree. The Superintendent may, upon the request of the individual concerned, waive the requirement of the minimum number of courses if it can be determined that the credits taken and presented would be equivalent to the number required for advancement.

- K. All courses for vertical and horizontal movement on the salary schedule must be approved by the Superintendent of Schools. It shall be the responsibility of the employees covered by this contract to submit to the Superintendent of Schools not later than December 31st each year a notification of their intent to complete courses to be used for vertical or horizontal movement on the salary schedule for the next school year.
- L. The Superintendent, or designee, will notify each professional in writing of his/her salary including placement on salary schedule and all additional earnings by October 1st of each year.
- M. In the event a member of the teaching staff agrees to voluntarily teach additional courses/classes, said teacher shall be compensated at the rate of twenty per cent (20%) of Step 1 of the Bachelor's schedule, per class/course per year.

In the event a teacher agrees voluntarily to teach additional courses/classes in Grades 9-12, the teacher shall be compensated at the rate of twenty-five percent (25%) of Step 1 of the Bachelor's schedule, per class/course. If the course does not run the full year, then the compensation for the course will be proportionate to the amount of time taught.
- N. In the event a member of the teaching staff agrees to voluntarily teach additional hourly programs, said teacher shall be compensated at the rate of thirty (\$30) dollars per hour for each such program.
- O. Registered Nurses shall advance on the salary as per existing policy. Effective 9/1/99 nurses will progress one (1) step each year.
- P. Teachers who begin employment after July 1, 2007, must have a valid Massachusetts' license to move beyond three (3) vertical steps and no horizontal movement.

ARTICLE IV - TEACHING HOURS AND TEACHING LOAD

The School Committee and the Association recognize and agree that a professional employee's responsibility to his/her students and his/her profession generally entails the performance of duties and the expenditure of time beyond the regular workday, but that time and work schedules can and should be established applicable to professional employees in the normal course of their employment. To this end, the following conditions of employment shall be effective except in circumstances beyond the control of the School Department in the administration of this contract.

Advisory Program- The advisory program is not considered a class to which staff has to prepare. The District will provide training and materials for the advisory program. The materials shall include, but are not limited to, a model scope and sequence curriculum for the Advisory Program.

A. Workday

Addendum:

In consideration of fifteen (15) of the twenty (20) minutes, all teachers hired prior to 12/2/96 will receive a compensation of one thousand dollars (\$1000.00) a year payable over twenty six (26) pay periods.

In consideration of fifteen (15) of the twenty (20) minutes, all nurses hired prior to 12/2/96 will receive compensation of seven hundred fifty (\$750.00) a year payable over twenty six (26) pay

periods.

1. Each teacher shall be in his/her school building and available for duty at least fifteen (15) minutes before the scheduled start of each school day. These fifteen (15) minutes may not be sufficient to properly supervise those students who arrive by early bus; thus supervisory assignments may need to be assigned in rare circumstances. It shall be assigned on an equitable basis by the Building Principal.

The school day shall be as follows:

- Pre-K /Elementary- 8:50 am to 3:06 pm
- Middle-7:25am to 1:55pm
- High-7:25am to 1:55pm

Total minutes for TES are 376 minutes and at TMS/THS are 390 minutes. The Superintendent and/or Administration may need to reset start and end times from year to year and will meet with the president of the TTA to discuss a need to change the start and end times commensurate with the total minutes.

2. Each teacher shall be in his/her school building and available for duty after the scheduled dismissal of the school day for a period of time which shall be sufficient to take care of those details which usually are connected with the closing of the daily session, such period of time not to exceed fifteen (15) minutes. The parties of this contract agree that fifteen (15) minutes, may on occasions, be insufficient to meet with the Principal if requested to do so, to meet with pupils who may wish assistance or advice, for make-up nights, for supervision of detention sessions, supervision of students waiting for shuttle busses, and for situations beyond the control of school officials; on such occasions, the fifteen (15) minute limit does not apply.
3. Registered Nurses, special teachers and special project teachers shall observe the same working hours as teachers of the same level, (i.e., the Early Childhood Center, Tyngsborough Elementary School, Tyngsborough Middle School, and Tyngsborough High School), subject to the discretion of the Superintendent of Schools
4. All high school teachers (grades 9 – 12) shall be provided one (1) preparation period per day for the development of instructional materials.

All middle school teachers (grades 6 – 8) shall be provided, when feasible, one (1) preparation period per day, or five (5) preparation periods per week for the development of instructional materials.

All elementary teachers shall be provided, when feasible, five (5) preparation periods per week for the development of instructional materials. Further, when a substitute teacher is not available, the Committee agrees that instructional aides or other personnel will be utilized to provide coverage when a specialist is absent or not available for a scheduled class.

In addition to planning time, preK teachers who serve as a special education teacher will be scheduled one hundred (100) minutes a week to do this work in blocks of time no less than 20 minutes. PreK teachers shall use the 100 minutes to write education plans in compliance with the Massachusetts Department of Education Requirements. PreK teachers will not be required to chair annual reviews or perform testing.

5. No high school teacher shall be required to teach more than three (3) courses or make more than three (3) teacher preparations per trimester and no more than seven (7) preparations per year. A different course title shall constitute a different preparation.

If an individual teacher (grade 9-12) agrees to teach an additional preparation then a Memorandum of Agreement must be signed first by the President of the TTA or his/her designee, then by the teacher, and lastly by the Principal.

If two (2) sections of a linked core course overlap in the second trimester that causes an individual teacher to teach more than three (3) teacher preparations in that trimester, then the TTA president will be notified no later than the first day of school.

6. High school teachers (grades 9-12) will not be assigned more than four (4) teaching periods per day.
7. Other than homeroom, there shall be no duties during the school day for teachers in Grades 9 – 12. Before and after school duties shall be equitably distributed on a rotating basis.
8. High school teachers (grades 9-12) with credentials to teach AP courses shall teach only one (1) Advanced Placement Course per year. In order to teach an additional Advanced Placement Course a Memorandum of Agreement must be signed first by the TTA President or his/her designee then by the teacher and lastly by the Principal.
9. All high school teachers (grades 9– 12) must be Massachusetts certified in the content area for each of their courses. If necessary, a teacher may teach one (1) course outside his/her area of certification each semester of the trimester schedule.
10. The Association shall receive the high school schedules for each of the trimesters or semesters no later than August 1st of the school year.
11. In addition to homeroom, middle school teachers (grades 6-8) will not be assigned more than five (5) teaching periods per day, or twenty-five (25) teaching periods per week without his/her permission.
12. Professional employees will be freed from responsibility for collecting lunch money and shall be provided duty free lunches daily.
13. Each staff member shall have a lunch period of no less than twenty-five (25) minutes.
14. Consistent with existing policies and practice, registered nurses shall not be assigned to a duty except in cases of emergency.
15. The district shall be responsible for providing substitute nurse coverage
16. The parties agree to a joint labor-management committee consisting of four (4) members, two (2) from administration and two (2) from the TTA at each building for the purposes of developing a common plan time schedule. Meetings will begin in November and conclude no later than April 30, 2019. If the parties at the JLMC agree on a resolution, the matter will be referred back to the Committee and the TTA for further bargaining. If the parties are unable to agree on a resolution through the JLMC process, both groups will report the status of the conversations to their principals and the president of the TTA and the school committee.

B. Work Year

1. The work year of employees covered by the salary schedule set forth in Appendix A shall be one hundred and eighty three (183) days. The "work year" shall include any days when teacher attendance is required and may be increased by legislative action or a mandate of the Department of Elementary and Secondary Education.
2. In addition to the one hundred and eighty (180) teaching days, the work year shall consist of one (1) additional unstructured day prior to the start of the school year. The administrators may use up to three (3) hours on that day for administrative purposes. There will also be two (2) additional professional development days scheduled during town elections.

The nurses' work year shall also consist of an additional six (6) hours to be used throughout each school year to update school records, and special education reports. An additional two (2) hours are reserved by the administration for other administrative activities.
3. The Wednesday before Thanksgiving shall be an early release day.
4. The day prior to Christmas Break and the Friday of Memorial Day Weekend (last Friday in May) and the last day of school, Middle School and High School teachers may leave at 11:00 A.M. Elementary teachers may leave at 12:00 P.M. There shall be no loss of pay.
5. In addition to the teacher directed June Early Release Day, there will be two (2) scheduled teacher directed Early Release days to be chosen in each building and approved in writing by the TTA president.

The school year shall begin the Monday before the Labor Day holiday weekend. School shall be closed on the Friday immediately preceding the Labor Day weekend and on the Labor Day holiday.

C. After School Meetings

1. The Association shall encourage voluntary participation in curriculum development and in-service meetings which shall have as their purpose the improvement of the instructional program in the Tyngsborough Public Schools.
2. Attendance at evening meetings such as P.T.O. affairs, except Open House, shall be at the option of an individual employee, but the School Committee and the Association encourage active participation in such meetings as part of each professional employee's responsibilities.
3. Open house/information night shall be defined as:
 1. THS:
 - a. One (1) evening in the fall at the beginning of school not to exceed two (2) hours for the information/open house.
 - b. One (1) evening in the winter not to exceed two (2) hours

2. TMS:
 - a. One (1) evening in the fall at the beginning of school not to exceed two (2) hours for the information/open house.
 - b. One (1) evening in the winter not to exceed two (2) hours

3. TES:
 - a. One (1) evening in the fall at the beginning of school not to exceed two (2) hours for the information/open house.

 - b. One (1) evening at the conclusion of the first marking term not to exceed two (2) hours on an early release day after students have been dismissed for the purpose of parent teacher conferences.

4. Teachers shall not be required to attend more than five (5) meetings per year which require travel.

D. Starting and Dismissal

The starting and dismissal times for students will be determined by the School Committee, but the Association may submit in writing to the Committee, its recommendations thereon prior to the implementation of any change.

1. Said starting and dismissal times are subject to modification by the Committee, but subject to Paragraph D above.

 2. Each employee covered by this contract will have included in the opening of school information sent out in August of each year, notification of the starting and dismissal times that will be in effect for the ensuing year, but subject to Paragraph D above.
- E. No Department Head shall, without his/her agreement, be required to teach more than four (4) periods per day. Exception to this may be necessary because of emergency conditions and the final determination will be made by the School Committee upon the recommendation of the High School Principal to the Superintendent of Schools.
- F.
1. Student assignments shall be developed by the staff and administration in a manner which is appropriate to grade level and shall take into consideration the nature and number of students, including those with IEP'S.

 2. The School Committee acknowledges that facilitating educational opportunities to a diverse population requires a degree of risk-taking on behalf of all parties. No student or teacher should deliberately be placed in a situation where he/she cannot succeed. In the event that such situation does occur, any teacher has the "right" and/or responsibility to advocate for additional assistance, without prejudice and fear for their students or themselves, to their building principal, Superintendent of Schools and the School Committee.

 3. The procedure for making a request for non-teaching assistance shall be as follows:
 - a. Teachers at the elementary level shall make their request in this order: 1) building based administrator, 2) the Director of Student Services, 3) the Superintendent, and 4) the School Committee.

- b. Teachers at the Middle and High School levels shall make their request in this order:
 - 1) Special Education Facilitator, 2) their Department Head, 3) their Principal, 4) the Director of Student Services, (5) the Superintendent, and 6) the School Committee.
 - c. Requests for non-teaching assistance shall be given every consideration.
4. All therapies and medical services required by the student will be provided by the nurses, PT's or OT's. Modifications as listed on the Instructional Profile of the I.E.P. will be carried out by the regular/special educational teachers. This may include, for example, giving oral tests, limiting the amount of copying needed and preferential seating.
 5. In acknowledgement of the challenges involved in working with today's students, the Tyngsborough School Committee, when feasible and possible, will maintain a ratio of approximately one (1) full-time Special Education teacher for every hundred (100) students of the general population.

ARTICLE V -CLASS SIZE AND COMPOSITION

- A. The parties hereto recognize the desirability of achieving optimum teaching conditions by ensuring workable class size. To this end, and to the extent possible within existing facilities and available staff, the Committee recognizes that it is desirable to "attempt to reach" the following class size maxima:
- | | |
|--|----------|
| 1. Elementary Schools- | 24 |
| 2. Middle School and High School
academic subjects (including science laboratories) | 24 |
| 3. Physical Education | 30 |
| 4. Band and Choral Instruction | NO LIMIT |
| 5. Art | 25 |
- B. In no case shall the class size for an elementary school, middle school and high school exceed thirty (30) pupils with the target number of twenty eight (28).
- C. In making up classes for the following year, administrators shall (as far as possible) distribute discipline problems equally among the teachers at a grade level or in a subject area.
- D. Paragraphs A to C inclusive shall be subject to the emergency conditions existing in the Tyngsborough School System and any of the foregoing shall be finally determined by the Superintendent of Schools and the School Committee.

ARTICLE VI - PROFESSIONAL FACILITIES

- A. Each school will have the following facilities:
1. Lockable storage space in each classroom where instructional material may be stored.
 2. A serviceable desk and chair for the teacher in each classroom.
- B. To the extent practicable within existing facilities each school will have the following facilities:
1. A teacher work area containing adequate equipment and supplies to aid in the

preparation of instructional materials.

2. An appropriately furnished room will be provided for the use of the professional staff as a faculty lounge.
3. A dining area for the exclusive use of the professional staff. If this is not practicable within existing facilities, an adequate portion of the student lunchroom will be portioned off for the exclusive use of the professional staff.
4. An adequately maintained portion of the parking lot at each school will be reserved for employee parking.
5. Well-lit and clean teacher's rest rooms.

ARTICLE VII - PAYROLL DEDUCTIONS

- A. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance herewith, shall certify to the Treasurer of Tyngsborough, all payroll deductions for the payment of local, state, and national dues to the Association duly authorized by employees covered by this contract.
- B. Employees will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370, and purchased for the employee by the Committee.
- C. The Committee shall institute the provisions of Chapter 697 of the Acts of 1987 (the Public Employee Pension Act-Cafeteria Plan).
- D. The District shall request of the Town that the Town adopt the provisions of M.G.L. c. 328 and, if adopted, shall provide employees with access to payroll check-offs for a Dental plan. The administrative and clerical support process and the payroll deduction process necessary for employees to participate in group dental insurance shall be at the expense of the employee or the Association. The parties shall meet to negotiate the implementation thereof at no cost to the Committee promptly after the Town adopts the relevant statutory provisions. The Association shall be responsible for selecting the dental insurance program.

ARTICLE VIII - VACANCIES AND PROMOTIONS

- A. All professional vacancies, including stipend positions within the bargaining unit and all permanent non-unit positions in the Tyngsborough System, will be posted by the Superintendent on the District's website. Furthermore, the Superintendent will send each posting to each member via the District's electronic mail system. A copy of each posting will be mailed to the TTA President. The posting shall include the date posted and the closing date for applications. Individuals who are interested in a position are encouraged to contact the Superintendent's *Office* for the job description and any additional position-specific information.

In the event that a vacancy occurs or a new position is established during the summer recess, the notice will be mailed to the President of the Tyngsborough Teachers' Association and posted on the District's website. Furthermore, the Superintendent will send each posting and opening to each member via the District's electronic mail system. Professional employees who have applied for such vacancies will be notified of the action taken within seven (7) school days of the election of a person to fill the vacancy or new position.

Each internal applicant will be permitted to submit a current resume and to identify individuals to provide references. Reasonable efforts will be made to contact each reference submitted by an internal or external applicant. All information supplied by each candidate or reference

will be distributed to each member of any selection committee.

- B. When all factors are substantially equal, preference in filling positions in the Tyngsborough School System will be given to regularly appointed professional employees in the Tyngsborough School System.
- C. In filling such position, consideration will be given to a professional employee's area of competence, major and/or minor field of study, quality of teaching or professional performance, attendance record, and length of service in the school system. Any internal candidate not selected for a position shall, upon request, be furnished with an explanation.
- D. Transfers -If there is an open FTE of .3 or greater, the principal of the building or the superintendent will first review the applications from the properly certified Unit A members seeking a transfer for the open position. If the principal or the superintendent find it necessary to involuntarily transfer a Unit A member, the least senior Unit A member possessing the requisite certification for the position shall be transferred.
- E. Paragraphs A to D inclusive shall be subject to the final recommendation of the Superintendent and approval of the School Committee. The Superintendent's discretion shall not be reviewable either by arbitration or otherwise unless his recommendations are arbitrary, unreasonable, or capricious.
- F. Both parties agree that, with respect to any new positions, be they either co-curricular or extra-curricular or any other positions within Unit A, the Tyngsborough School Committee has the right to create these positions. When the Committee creates a new position, a notification will be sent to the President of the Association and the parties will negotiate prior to the posting of the position. The parties further agree that the job description, wages, hours and working conditions for said positions are subject to the collective bargaining process and that all newly created positions will become part of the Agreement where applicable.

ARTICLE IX - STUDENT CONTROL AND DISCIPLINE

- A. A teacher or professional employee may order removed and referred to the Principal any pupil whose conduct is detrimental to the learning process in the class or whose conduct is contrary to the accepted standards of good behavior on school property. As soon as possible but not later than the end of the School day the employee initiating the removal shall present to the Principal a written report of the incident. The Principal shall inform the employee of the disposition of the incident.

ARTICLE X- SICK LEAVE

- A. All teachers without professional teacher status, hereinafter "WOPTS", and probationary nurses will be *eligible* to earn sick leave at the rate of one and one-fifth day per month accumulative each year for a potential of twelve (12) days annually. Reconciliation shall be made at the end of each year or at termination of employment.
- B. Teachers with professional teacher status, hereinafter "WPTS" and other permanent employees will be eligible for fifteen (15) days of sick leave each year cumulative to a total not to exceed two hundred and sixty days (260) days. Professional Employees who have accumulated two hundred and sixty (260) days at the end of any school year shall be entitled to use during the subsequent school year the allotted fifteen (15) sick days provided for in this Article. At no time will said professional employee carry forth more than two hundred and sixty days (260) into the next school year. The Superintendent will notify each professional employee of his/her accumulated sick leave in writing prior to the second payroll period in each year.
- C. In cases of merit the Committee at its discretion may allow sick leave beyond the limits under

Paragraphs A and B and upon the written recommendation of the Supervising Principal and the Superintendent of Schools.

- D. Sick leave may not be used for any other purpose except for illness or injury of the employee. A doctor's certificate may be required upon return from an absence exceeding five (5) school days.
- E. Employees who have two hundred (200) days of sick leave accumulated on June 30th shall be entitled to a one (1) day leave of absence with pay without restrictions upon proper notification to the Administration during the following school year. Employees who exercise this benefit shall have a total of three (3) unrestricted personal days.
- F. On a yearly basis all professional employees shall be allowed to utilize up to seven (7) days of their accumulated sick leave for periods related to family illness.
- G. All employees who have fifteen (15) years of service or more in the Tyngsborough Public School System shall upon retirement receive a benefit of twenty-five dollars (\$25.00) a day for unused sick leave up to a maximum of one hundred (100) days pursuant to the table below. In the event of the death of the employee, payment shall be made to the employee's estate.

Employees who intend to retire shall notify the Superintendent of Schools in writing by December 31st of their intention to retire in the following fiscal year.

In the event an employee decides to retire after the above mentioned notification date, said employee shall be eligible for the retirement benefit, subject to the approval of the Superintendent based on budgetary and other considerations.

All employees who are fifty-five (55) years of age or older and retire shall receive a retirement benefit in accordance with the following schedule:

# of accumulated sick days	Year of Service	Benefit Amount
100	15	\$2,500.00
120	20	\$4,500.00
140	25	\$6,500.00
160	30	\$8,500.00
180	35	\$10,500.00

Effective July 1, 2002, years of service for the purposes of this section shall include only service in the Tyngsborough Public Schools.

ARTICLE XI - SICK BANK

- A. The Committee agrees to establish a sick bank for the use of eligible members of the bargaining unit defined herein who have exhausted their annual and accumulated sick days through serious illness/accident.
- B. The initial contribution of one hundred (100) sick days by the School Committee will be deducted / returned. Every member is automatically in the sick bank unless he/she puts in writing that he/she do not want to participate. Each member gives one (1) day.
- C. There shall be a soft cap of one thousand (1000) days in the sick leave bank. All teachers without professional status (WOPTS) shall donate one (1) day to the sick leave bank each year, regardless of the number of days in the bank. Should the total number of days in the

sick leave bank fall below the one thousand (1000) days, and the donations by the WOPTS fail to reestablish the one thousand (1000) day threshold, all teachers shall donate one day.

Any teacher with professional status (WPTS) who previously did not belong to the bank must also contribute three (3) days. This can be done all at once or one (1) year at a time. In the event that a teacher with professional status (WPTS) decides not to participate, then he/she they must write another letter stating so.

- D. In the event of a new contract or the extension of the existing contract, the balance of the sick leave bank will be carried over to the succeeding contract.
- E. Those days set aside in the bank will be used to provide staff members of the bank extended sick leave, along with any benefits, upon exhaustion of their own individual sick leave both annual and accumulated.
- F. Member must be out five (5) consecutive days in order to be eligible to apply to the sick bank.
- G. The initial request for sick leave shall not exceed thirty (30) days and shall be accompanied by medial confirmation. Upon completion of the thirty (30) day period, the period of entitlement may be extended by a majority vote of the Sick Leave Bank Committee. Medical confirmation will be necessary for any extension. The maximum allotment of days from the sick bank in a school year is ninety (90) days.
- H. Maximum days allowed from the sick bank on a given incident is ninety (90) days. If at the end of the school year, days will be given to cover the individual until the last day of school.
- I. If additional days are needed for the same incident at the beginning of the following school year, then the remainder of the days for a given incident can be used. Those days will also be deducted for the current school year. Example: thirty (30) days used at the end of FY08, thirty (30) days at start of FY09, still has thirty (30) days for that incident and has only sixty (60) days left for the FY09 school year.
- J. An incident is defined as a period of time in which the member has been out of work for five (5) consecutive days or longer. If a member is out again after returning to work then that is defined as another incident.
- K. The sick leave bank shall be administered by the Sick Leave Bank Committee which consists of three (3) members of the Association and two (2) members of the School Committee. A bargaining unit member appointed by the president of the TTA, will be chairperson. He/she will vote only in the case of a tie.

Procedure:

1. Member must use the Physician's Request Form. This form may be obtained at the Superintendent's Office or from the President of the TTA. All forms must be forwarded to the Superintendent's Office.
2. The Superintendent will notify the Sick Leave Bank Committee Chairperson when this form is received. The Committee Chairperson will set the date and time to meet.
3. The applicant will receive notification of the Committee's decision within a time period established by the Committee.
4. The application may be submitted prior to the exhaustion of the sick

leave.

5. Sick leave bank benefits shall be effective the day following the exhaustion of the applicant's accumulated sick leave and retroactively, if necessary.
 6. The School Committee reserves the right to require a second opinion, the cost of which the School Committee will pay if the candidate's insurance does not. The results of the second opinion will be forwarded to the Sick Leave Bank Committee.
- L. The decision of the Sick Leave Bank Committee with respect to eligibility and acceptance shall be final and binding, and not subject to the grievance and arbitration provisions of this agreement.

ARTICLE XII- TEMPORARY LEAVE OF ABSENCE

- A. Professional Employees will be entitled to the following leaves of absence with pay each school year:
1. Three (3) days leave for personal business which shall be defined as religious, business, household or a family matter which cannot be conducted at times other than normal school hours. Application for personal leave will be made at least twenty four (24) hours before taking such leave (except in cases of emergencies), and the applicant for such leave will not be required to state the reason for taking such leave other than he/she is taking it under this section with the prior approval of the Superintendent of Schools.

Two (2) of the days described above are available to all members of the staff with pay without restrictions. (2 unrestricted days and 1 restricted day).

Employees who do not utilize personal leave shall be allowed a compensatory benefit of one hundred dollars (\$100.00) for each day not used.
 2. In the event of the death of a spouse, child, parent, sibling, grandparent, in-law, or other member of the immediate household or family, up to three (3) days of bereavement leave will be granted. Additional days may be granted by the Superintendent, whose consent shall not be unreasonably withheld and who may, in determining whether to grant additional leave, consider the leave's impact on instruction.
 3. In the event of the death of an aunt, uncle, brother-in-law or sister-in-law, niece or nephew, one (1) day of bereavement leave will be granted to attend a memorial service or funeral.
 4. Loss of salary for absence other than the above shall be computed at the rate of 1/183 of the yearly salary and shall be deducted from the July salary check or upon termination of an employee's contract.
 5. Time necessary for Association Representatives to attend meetings and conventions sponsored by the MTA or NEA, or time required by a governmental agency for the appearance of a TTA Representative. The Association will reimburse the School Department for the cost of the substitute for said representative if one is hired. The Association will designate its representatives. Notice will be given to the Superintendent of Schools forty-eight (48) hours in advance. No more than three (3)

such representatives shall be absent on any given day.

6. Time necessary for appearance at any legal proceedings arising from school-related incidents if the employee(s) is required by law to attend, providing prior notice has been furnished to the office of the Superintendent or the Supervising Principal. The cost of the substitute will be deducted from the salary of the employee for non-school related incidents.
 7. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. Employees will be paid the difference between their regular pay and the pay which they receive from the State and Federal Government.
- B. Leaves taken pursuant to Section A will be in addition to any sick leave to which the employee is entitled.
- C. Educational leave may be approved by the Superintendent for visitation to other school systems for observations of programs and curriculum, and for attendance at workshops, seminars, conferences, or other professional improvement sessions. Reasonable expenses incurred, if approved by the Superintendent in advance, will be reimbursable upon request and presentation of appropriate vouchers.
- D. A maternity/paternity leave of up to two (2) years without pay or increment may be granted to professional employees.
- E. Additional leave of absence without pay or increment of up to two (2) years may be granted to professional employees.
- F. Pursuant to any leave for a full year authorized in sections D and E, it will be the responsibility of the teacher on approved leave to notify the Superintendent of Schools in writing of his/her intent to return from leave for the following school year by April 1. Failure to do so will result in the position being declared vacant.

ARTICLE XIII - MATERNITY/CHILDBEARING LEAVE

A. Short Term Maternity Leave

1. Upon receipt of at least two (2) weeks' written notice of her anticipated date of departure and intention to return, the School Committee shall grant a leave of absence for maternity and bonding for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D.

A professional employee on said maternity leave may utilize during said leave any accumulated sick leave to which she is entitled for any disability resulting from pregnancy.

2. This leave may be extended by mutual agreement between the employee and the Superintendent in order that an employee who has been on short term maternity leave status may return at an appropriate time in consideration of students' program(s), such as the beginning of a semester, beginning of a rank term, or after a vacation period, or when absence due to medical complications resulting from the pregnancy extends beyond the eight (8) weeks cited in #1 above.

B. Extended Maternity Leave

1. Under normal circumstances, upon receipt of at least six (6) weeks' written notice of his/her anticipated date of departure and intention to return, the School Committee may grant an extended long term maternity/child rearing leave.

Professional employees on extended leave may utilize during said leave any accumulated sick leave to which she is entitled for any disability resulting from pregnancy.

2. Said extended leave should begin at a time corresponding to the beginning of a new semester or other appropriate time, such as after a vacation period or marking period provided that, up to that time, the employee can, in the opinion of her physician perform the assigned duties satisfactorily.

Said extended leave shall extend, at the discretion of the employee, either to September 1st following the birth of the child or the next September 1st.

3. In the event that the infant does not live, the employee may make written application accompanied by her physician's statement of good health for immediate or early resumption of employment. When an appropriate position is available, said employee shall have the first option for said position.

C. Extended Child Rearing Leave

Under normal conditions upon receipt of at least six (6) weeks' written notice of anticipated date of departure and intention to return, the School Committee may grant an extended child rearing leave to any parent without pay or increment, and shall otherwise be subject to the same terms and conditions applicable to other extended leaves without pay.

D. General Provisions

1. A professional employee returning from maternity leave and/or childrearing leave will be assigned to her/his previous position whenever possible or to as comparable a position as is then available.
2. A professional employee on extended unpaid leave may elect to maintain insurance programs- total cost to be borne by the employee.
3. All benefits to which a professional employee was entitled at the time her/his leave commences, including unused accumulative sick leave, will be restored to her/him upon her/his return.

E. Adoption / Surrogacy Leave

Employees becoming parents through adoption or surrogacy shall be allowed paid leave, if available, not to exceed five (5) days. The five (5) days may be used for adoption purposes including but not limited to travel and/or medical and legal appointments prior to receiving custody of the child. Said days shall first be deducted from the employee's available personal leave and then from the annual sick leave allotment. The employee shall take reasonable measures to notify his/her principal as soon as he/she becomes aware of the need to take day(s) off. Additional days may be granted at the Superintendent's discretion.

Upon receipt of at least two (2) weeks' written notice of the anticipated date of departure and intention to return, the School Committee shall grant a leave of absence for adoption, surrogacy and bonding for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D. Said days shall first be deducted from the employee's available personal leave and then from the annual sick leave allotment.

ARTICLE XIV - NON-PROFESSIONAL DUTIES

The Committee and the Association acknowledge that a professional employee's primary responsibility is to the people of Tyngsborough by developing good citizens through teaching, and his/her energies should be utilized to this end to the maximum extent possible. Therefore, they agree as follows:

- A. Professional employees will not be required to drive pupils to activities which take place away from the school building.
- B. Professional employees should not be required to supervise classes not their own except in unusual circumstances.
- C. Registered Nurses will not be regularly assigned to recess duty. Coverage will only be required under unusual circumstances.

ARTICLE XV- PROTECTION OF PROFESSIONAL EMPLOYEES

- A.
 - 1. Principals and professional employees shall be required to report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing forthwith.
 - 2. The alleged assault will be promptly investigated by the Principal or his/her designated representative. Subject to the requirements of Paragraphs 3 and 4 below, the Principal and the Superintendent shall determine what action shall be taken by the School Department consistent with M.G.L. c. 71, sec. 37H. This decision will be communicated to the employee concerned.
 - 3. If the assault is by an adult who is not a pupil, the School Department will promptly report the incident to the proper law enforcement at the School Committee's discretion.
 - 4. In either case, (pupil or non-pupil adult), the School Department will render all reasonable non-monetary aid to the employee in connection with the handling of the incident by law enforcement, legal, and medical authorities.
- B. Whenever a professional employee is absent from school as a result of injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to annual sick leave, up to a maximum of one (1) month and in situations in which the professional employee is blameless, as determined by the School Committee.
- C. So far as permitted by M.G.L. c. 258 the School Committee shall provide indemnification whenever any professional employees shall become eligible therefore.

ARTICLE XVI ASSIGNMENT

1. TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes that they will have not later than August 1st in each year. It is understood, however, that initial assignments may be changed and the administration shall not be limited in making these reassignments by any provisions of this article.
- B. 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 practicable.
- C. The School Committee and the Association agree that a teacher's primary function is to teach, therefore; to the extent possible, every effort will be made to limit class interruptions.
- D. A teacher's mark shall not be changed arbitrarily or without valid reason. Prior to making any change, the administrator shall consult with the teacher concerned.

2. NURSE ASSIGNMENT

- A. Nurses will be notified in writing of their program for the coming school year, including the schools to which they will be assigned, and any special or unusual classes that they will have no later than August 1st of each year. It is understood, however, that initial assignments may be changed and the administration shall not be limited in making these reassignments by any provisions of this article.
- B. In arranging schedules for nurses who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such nurses will be notified of any changes in their schedules as soon as practicable.

ARTICLE XVII - TUITION REIMBURSEMENT

- A. Professional employees will be reimbursed tuition costs for courses taken each year up to a sum total / maximum of \$1,200.00 in each fiscal year.
- B. All courses must have the prior approval of the Superintendent of Schools and must be completed satisfactorily.
- C. Tuition reimbursement will be made upon the successful completion of each course.
- D. No reimbursement will be made for courses taken while attending and being paid a weekly or monthly stipend under a Federal or locally-financed program. This is not applicable to those people taking courses under Veteran's programs.

ARTICLE XVIII- LONGEVITY OR SUPER MAXIMUM PAYMENT

A longevity step will be added to a professional employee's salary according to the following schedule:

- A. Professional employees eligible for the longevity increment must have completed fifteen (15) years of professional service, and the last ten (10) years must have been in the Tyngsborough Public Schools.
- B.
- | | |
|-------------------------------|---------------------------------|
| 15 years (10 in Tyngsborough) | \$600 in addition to each step |
| 20 years (15 in Tyngsborough) | \$900 in addition to each step |
| 25 years (20 in Tyngsborough) | \$1400 in addition to each step |
| 30 years (25 in Tyngsborough) | \$1700 in addition to each step |
| 35 years (30 in Tyngsborough) | \$2000 in addition to each step |
| 40 years (35 in Tyngsborough) | \$2300 in addition to each step |
- C. Members who are or will be receiving longevity payments, beginning with the 2015-2016 school year, must submit, on their next five (5) year longevity change, a form indicating the move to the next longevity level no later than December 31st for the ensuing year. Once each employee submits a form, no other paper work will be necessary to move to the next level of longevity. The payroll department will advance employees to the next level automatically when they reach the next level of longevity. Once an employee has been deemed eligible, the increment will continue in force.
- D. Employees who earn a Master's plus an additional sixty (60) credits, and have served at least twenty years in Tyngsboro, shall receive an additional one thousand (\$1000) annual longevity payment.

ARTICLE XIX- SABBATICAL LEAVE

- A. The Tyngsborough School Committee upon the recommendation of the Superintendent of Schools may grant a sabbatical leave for approved study, research, or travel, in relation to a specified research project, to a member of the teaching or nursing staff who has completed a minimum of seven (7) consecutive years of experience in the Tyngsborough Public Schools.
- B. Not more than one (1) sabbatical leave shall be granted for any school year. In case the number of applications shall exceed the aforesaid number, the recommendation shall be made on the basis of the value of the proposed leave to the educational system of Tyngsborough.
- C. Prior to the granting of a sabbatical leave the applicant shall enter into a written agreement with the School Committee that upon the termination of such leave, the teacher or registered nurse will return to service in the Tyngsborough Public Schools for a two (2) year period and that in default or completion of said service, said teacher or registered nurse will refund to the Town of Tyngsborough an amount equal to such proportion of service in relation to the total amount.
- If his/her failure to serve in the Tyngsborough Public Schools for the specified time is due to disability or death, or if s/he is discharged by the Tyngsborough School Committee, the recipient shall be released from the terms of this agreement.
- D. Recipients of sabbatical leave shall continue to be employed WPTS or on permanent status and all other prescribed rights which would otherwise be theirs if they were actively teaching in the Tyngsborough Public Schools.

- E. The specific purpose of the sabbatical leave is to improve the professional background of the person applying, therefore, the recipients shall not engage in remunerative work while on leave except as follows: scholarship and fellowship in an approved college or university which does not interfere with the prescribed program of professional improvement.
- F. Nothing in the sabbatical leave policy is to be interpreted as guaranteeing a sabbatical leave to any teacher or nurse if it is not deemed in the best interests of the Tyngsborough School System to do so.
- G. A sabbatical leave shall not be granted for less than one (1) full school year, and the recipient shall be paid at the rate of one-half (1/2) of his/her salary which he/she would have received had he/she remained in active status.
- H. A recipient of a sabbatical leave must serve for an additional seven (7) consecutive years of service in the Tyngsborough School System before being eligible for consideration for a second sabbatical leave.
- I. Application for sabbatical leave shall be submitted to the Superintendent of Schools in writing no later than November 1 of the year prior to the school year for which the leave is requested.

ARTICLE XX - AGENCY FEE

- A. The Committee agrees to require as a condition of employment that all bargaining unit members, except those individuals certified as members to the Committee by the Association, pay annually or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or the beginning of such employment, whichever is later, an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as determined by the Association which amount shall be certified annually to the Committee by the Association.
- B. Personnel on one (1) year appointments shall not be required to pay an agency fee.
- C. Personnel on salaried leave shall be required to pay an annual agency fee proportional to the salary they are receiving. Personnel on unsalaried leave shall not be required to pay an agency fee.

ARTICLE XXI - NO STRIKE CLAUSE

The Tyngsborough Teachers' Association agrees that it shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by such employees whatever such withholding of service may be named or characterized, and in such event the School Committee may withdraw, withhold, or cancel such portion of his or her salary or wages during the continuance of any such incident, and at the discretion of the School Committee engage substitute teachers and nurses or permanent teachers or nurses to replace any teachers and nurses engaged in such incidents. Teachers employed WPTS agree that participation in such incidents shall be just cause for suspension or dismissal under General Laws, Chapter 71, of the Laws of the Commonwealth of Massachusetts.

ARTICLE XXII- EVALUATION

Section A

The parties agree to follow and adhere to the provision of the mutually developed and DESE approved procedure so entitled Unit A Supervision and Evaluation Instrument and Procedures Appendix C dated October 2012.

The parties further agree to meet periodically or when needed to refine/reword the October 2012 document when issues involving the implementation and interpretation of this document arise.

Section B

No material derogatory to a professional employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

Section C

Each professional employee has the right, upon request, to review and make copies of the contents of his/her individual file, said file to be maintained in the Superintendent's office. An employee may, if he/she wishes, have a representative of the Association accompany him/her during such review. The Superintendent or his/her designee is also entitled to be present during such review.

ARTICLE XXIII- NON-RESIDENT STUDENT ATTENDANCE

Members of the professional staff who do not reside in Tyngsborough shall be allowed to enroll their children in the Tyngsborough School System in a regular educational program without tuition expense, provided space exists in the desired grade of enrollment, as determined by the Superintendent on a yearly basis. In addition, the cost of any special services will be paid for by the parent.

ARTICLE XXIV- LICENSE REQUIREMENT REIMBURSEMENT

The committee will pay up to one hundred (\$100) towards the initial cost and renewal fee for all those individuals required to have a license by the State, as follows:

- 1 – Speech Pathologist
- 2 – Audiologist
- 3 – Psychologist
- 4 – Occupational / Physical Therapist
- 5 – Registered Nurse

ARTICLE XXV- LAYOFF

A. Teaching Staff

Section 1

The School Committee retains the exclusive right to determine the number of teaching positions and other professional positions and the number of teachers and staff in the Tyngsborough Public Schools and to determine that a reduction in the number of professional staff and/or layoffs are necessary.

Section 2

For the purposes of this Article, the following seniority levels shall be established:

- Level 1 Certification in Grades Pre-K through Eight
- Level 2 Certification in Grades Six through Twelve
- Level 3 System-Wide Specialists (Art, Music, Physical Education, Industrial Arts, Home Economics, etc.)

Section 3

For the purposes of this Article, the subject areas, for layoff purposes in Grades Seven through Twelve shall be: English, Science, Social Studies, Mathematics, Language Arts, Foreign Languages, Guidance, Special Needs Teacher, Business Education, Industrial Arts, Music, Art and Physical Education.

Section 4

When the Committee determines that it is necessary to lay off a member of the professional staff, such layoff will take place in accordance with the following procedures:

- a. To the extent possible, normal attrition will be used to reduce the number of positions in those levels and/or subject areas in which reduction and/or layoffs are necessary. That is, employees who resign, retire or otherwise terminate their employment shall not be replaced unless there is no one in the Tyngsborough Public School System who is qualified to fill such position.
- b. No certified teacher WPTS shall be laid off while a teacher WOPTS is holding a position.
- c. Any and all substitute teachers will be issued non-rehire notices before any regular full or part-time teacher is laid off.
- d. All staff who are employed in less than a regular full time capacity will be laid off first in the following order:
 - 1. Temporary substitutes
 - 2. Permanent substitutes
 - 3. Regular part-time staff who were originally hired as regular part-time staff

It is understood and agreed that if a part-time teacher is laid off in accordance with these provisions, the Committee will not be obliged or required to convert the part-time positions to a full time position.

Section 5

After the procedures in Section 4 have been exhausted, if it becomes necessary to lay off a teacher WPTS the following procedures will be followed:

- a. Teachers WPTS shall be laid off from within their level and/or subject area. Teachers in Level 1 will be laid off by seniority without regard to the particular grade they are teaching. Teachers in Level 2 and 3 will be laid off by seniority from the particular subject area or specialty where a reduction and/or layoff is necessary.
- b. When it becomes necessary to lay off a teacher or teachers in Level 1 (Grades K through 8), the least senior teacher will be laid off first. When it becomes necessary to lay off a teacher or teachers in Level 2 or 3, the least senior teacher in the particular subject area or specialty where a reduction or layoff is required will be laid off first.
- c. Teachers who have been laid off in accordance with this Article shall be entitled to displace a junior employee in another level or subject area provided such teacher meets the following requirements:
 1. Certified to teach in such level or subject area; and
 2. The teacher has actively taught in that level or subject area within two (2) years from effective date of layoff, or
 3. The teacher may substitute for the teaching requirement in paragraphs, above, the completion of two (2) courses (6 credits) beyond the certification requirement in the level or subject area prior to filling the position created by such displacement and the completion of one (1) course (3 credits) during the first school year after filling the position.

The two (2) courses (6 credits) requirement shall not be applicable if the certification was granted two (2) years prior to the layoff.

Section 6

Where possible and practicable, teachers who are laid off pursuant to this Article shall be notified no later than June 15th, or the last day of school, whichever is later, that they are being laid off the following September.

Section 7

- a. While teachers covered by this Agreement are on layoff, the Committee agrees not to hire teachers new to Tyngsborough to fill permanent vacancies for which teachers on layoff are qualified and certified to fill. Any teacher on layoff will have this right of recall within their level and/or subject area until the third September first following the effective day of layoff. However, teachers on layoff who have declined an offer to be rehired need not be contacted further nor rehired in the event of additional openings to be filled by the Committee. Recall to a level and/or subject area will be seniority or length of service (in the inverse order of layoff) providing that the teacher is qualified for the position in question.
- b. A teacher on layoff can be recalled to any level or subject area they were certified to teach at the time the layoff occurred.

Section 8

All professional employees who are on layoff will be placed on the recall list unless they so indicate to the contrary in writing.

Section 9

Teachers shall be notified of recall via certified mail at the last address of record at the office of the Superintendent of Schools. Teachers shall have ten (10) calendar days from date of mailing to notify the Superintendent of their acceptance or rejection.

Section 10

Employees who have been laid off shall be given preference on the substitute list if they so desire and so indicate in writing.

Section 11

When a layoff and/or non-renewal of teachers WOPTS is necessary, the decision of the School Committee as to the layoff and/or non-renewal of teachers WOPTS shall be final and binding and not subject to the arbitration procedure of the Agreement. Teachers WOPTS shall be notified of a non-renewal for the subsequent school year on or before June 15th or the last day of school, whichever is later, of the prior school year.

Section 12

Definitions- The following terms shall have the following meanings when used in this Article:

- a. Authorized Leave – Any leaves of absence approved by a vote of the School Committee.
- b. Qualified Certified in accordance with the provisions of this Agreement.
- c. Certified – Possession of a valid teaching certificate and/or valid administrative certificate as issued in accordance with Section 38G of Chapter 71 of the General Laws of the Commonwealth and the rules and regulations of the Department of Elementary and Secondary Education. It is the responsibility of the teacher to see that up-to-date copy of said certificate is on file in the Superintendent's Office.
- d. Length of Service (Seniority) Full time employment.

Full time employment in a professional position in the Tyngsborough Public Schools from the most recent employment date (for which compensation was received) including time spent on authorized leave.

Part time employment.

Part time employment in a professional position shall gain credit towards seniority in the same proportion to the school year and school day the employee has worked.

Effective 7/1/96 all future employees shall have their seniority determined by the date of the letter they received, notifying them that they have been appointed to a position within the bargaining unit.

- e. Actively Teaching – Means full time teaching and does not include teaching as a temporary replacement or substitute teacher.

Section 13

1. Length of Service: Effective with all service performed after September 1, 2012, a teacher's length of uninterrupted service in years, months, and calendar days in the Tyngsborough Public Schools is measured from the first day for which compensation was received. Officially authorized leaves-of-absence shall not be considered as constituting a break in service; however, only particular leaves-of-absence for which appropriate compensation by the Tyngsborough Public School System on the salary schedule has been received (and which has been sanctioned by the School Committee and/or provisions of this contractual Agreement) shall be counted as years, months and calendar days for purposes of this definition. A teacher's position on the Seniority List is determined by crediting those days for which compensation has been received by June 30 of the most recent previous school year. Only time spent on unpaid leaves, even though authorized by the School Committee, shall not contribute to seniority. For the purpose of seniority, only those days computed as part of the regular work year in accordance with Article IV, Section B shall be counted toward seniority.
2. Ties in length of service shall be resolved by lots.
3. Past service as a Substitute teacher, whether it be as a short-term or long-term substitute, shall not contribute toward seniority.
4. Past service in District positions outside the scope of this collective bargaining agreement shall not count towards seniority. Any one reentering Unit A from within the district, that time out of Unit A will not count towards seniority. Any one returning after two (2) years will lose all previous years and will start at the bottom of the list. Leave of absence must be requested from association prior to taking the leave.
5. Within thirty (30) calendar days of the start of the school year, the Superintendent shall prepare the seniority list for the bargaining unit. Seniority shall be calculated and presented in two different ways.

The first list shall display all members of the bargaining unit and list them from greatest seniority to least. The second list shall display all members of the bargaining unit alphabetically with licensure information as of October 1. These lists shall be provided to the President of the Association and a copy of each shall be posted in every building.
6. If no written objections of the Superintendent's Original Seniority Listing are filed in writing by November 30 after receipt of same by President of the Association, the aforesaid listing will be deemed final and binding.
7. In the event there are questions or objections raised in writing to the Superintendent, these will be jointly examined by the President of the Tyngsborough Teachers Association and the Superintendent. If agreement still fails to be attained, the unsettled matter(s) may be submitted to expedited arbitration for Final and Binding resolution thereof.
8. Any service prior to September 1, 2012 will be computed per previous contract language.

B. Nursing Staff

Section 1

The School Committee retains the exclusive right to determine the number of nursing positions and other professional positions and the number of nurses and staff in the Tyngsborough Public Schools and to determine that a reduction in the number of nursing staff and/or layoffs are necessary.

Section 2

When the Committee determines that it is necessary to layoff a member of the nursing staff such layoff will take place in accordance with the following procedures:

- A. To the extent possible, normal attrition will be used to reduce the number of positions. That is, employees who resign, retire or otherwise terminate their employment shall not be replaced.
- B. No permanent nurse shall be laid off while a probationary nurse is holding a position.
- C. All staff who are employed in less than a regular full-time capacity will be laid off first in the following order:
 1. Temporary substitutes
 2. Permanent substitutes
 3. Regular part-time staff who were originally hired as regular part-time staff.

It is understood and agreed that if a part-time nurse is laid off in accordance with these provisions, the Committee will not be obligated or required to convert the part-time positions to a full-time position.

Section 3

- A. While nurses covered by this Agreement are on layoff the Committee agrees not to hire nurses new to Tyngsborough to fill permanent vacancies for which nurses on layoff are qualified and certified to fill. Any nurse on layoff will have this right of recall within their level until the third September first following the effective day of layoff. However, nurses on layoff who have declined an offer to be rehired, need not be contacted further nor rehired in the event of additional openings to be filled by the Committee. Recall to a level will be by seniority or length of service (in the inverse order of layoff) providing that the nurse is qualified for the position in question.
- B. Nurses on layoff can be recalled to any level for which they were certified at the time the layoff occurred.

Section 4

All Nursing employees who are on layoff will be placed on the recall list unless they so indicate to the contrary in writing.

Section 5

Nurses shall be notified of recall via certified mail at the last address of record at the office of

the Superintendent of Schools. Nurses shall have ten (10) calendar days from date of mailing to notify the Superintendent of their acceptance or rejection.

Section 6

Employees who have been laid off shall be given preference on the substitute list if they so desire and so indicate in writing.

Section 7

Definitions — The following terms shall have the following meanings when used in this Article:

- a. Authorized Leaves — Any leaves of absence approved by a vote of the School Committee.
- b. Qualified -Certified in accordance with the provisions of this Agreement.
- c. Certified — Possession of a valid nursing certificate and/or valid administrative certificate as issued in accordance with the General Laws of the Commonwealth.
- d. Length of Service (seniority) Full-time employment

Full-time employment in a professional position in the Tyngsborough Public Schools from the most recent employment date (for which compensation was received) including time spent on authorized leave.

Part-time employment

Part-time employment in a professional position shall gain credit towards seniority in the same proportion to the school year and school day the employee has worked.

- e. Actively Nursing – means full-time nursing and does not include nursing as a temporary replacement or substitute nurse.
- f. Probationary Nurse - Each registered nurse shall serve a probationary period not to exceed three (3) years. Upon the completion of three (3) years of service, a nurse shall become a permanent employee.

Section 8

When a layoff and/or non-renewal of a non-permanent employee is necessary, the decision of the School Committee as to the layoff and/or non-renewal of said employee shall be final and binding and not subject to the arbitration procedure of the Agreement. Non-permanent employees shall be notified of a non-renewal for the subsequent school year on or before June 15th or the last day of school, whichever is later, of the prior school year.

Section 9

Effective 7/1/96 all future employees shall have their seniority determined by the date of the letter they received, notifying them that they have been appointed to a position within the bargaining unit.

Section 10

1. Length of Service: Effective with all service performed after September 1, 2012, a nurse's length of uninterrupted service in years, months, and calendar days in the Tyngsborough Public Schools is measured from the first day for which compensation was received. Officially authorized leaves-of-absence shall not be considered as constituting a break in service; however, only particular leaves-of-absence for which appropriate compensation by the Tyngsborough Public School System on the salary schedule has been received (and which has been sanctioned by the School Committee and/or provisions of this contractual Agreement) shall be counted as years, months and calendar days for purposes of this definition. A nurse's position on the Seniority List is determined by crediting those days for which compensation has been received by June 30 of the most recent previous school year. Only time spent on unpaid leaves, even though authorized by the School Committee, shall not contribute to seniority. For the purpose of seniority, only those days computed as part of the regular work year in accordance with Article IV, Section B shall be counted toward seniority.
2. Ties in length of service shall be resolved by lots.
3. Past service as a Substitute nurse, whether it be as a short-term or long-term substitute, shall not contribute toward seniority.
4. Past service in District positions outside the scope of this collective bargaining agreement shall not count towards seniority. Any one reentering Unit A from within the district, that time out of Unit A will not count towards seniority. Any one returning after two (2) years will lose all previous years and will start at the bottom of the list. Leave of absence must be requested from association prior to taking the leave.
5. Within thirty (30) calendar days of the start of the school year, the Superintendent shall prepare the seniority list for the bargaining unit. Seniority shall be calculated and presented in two different ways. The first list shall display all members of the bargaining unit and list them from greatest seniority to least. The second list shall display all members of the bargaining unit alphabetically with licensure information as of October 1. These lists shall be provided to the President of the Association and a copy of each shall be posted in every building.
6. If no written objections of the Superintendent's Original Seniority Listing are filed in writing by November 30 after receipt of same by President of the Association, the aforesaid Listing will be deemed final and binding.
7. In the event there are questions or objections raised in writing to the Superintendent, these will be jointly examined by the President of the Tyngsborough Teachers Association and the Superintendent. If agreement still fails to be attained, the unsettled matter(s) may be submitted to expedited arbitration for Final and Binding resolution thereof.

8. Any service prior to September 1, 2012 will be computed per previous contract language.

ARTICLE XXVI -DISCIPLINE/JUST CAUSE

Section A

No employee shall receive a written reprimand, be suspended or be reduced in rank or compensation without just cause.

Section B

A teacher with professional status may be suspended or discharged by the Superintendent or Principal (or the Superintendent or Principal may accept a resignation from) in accordance with the provisions of Massachusetts General Laws, chapter 71 sec. 42, 42D or for the conduct involving moral turpitude occurring at any time or place, or conduct deemed by the Superintendent or Principal to adversely affect the health, morals or discipline of the pupils.

A registered nurse who has completed the three (3) year probationary period shall not be discharged without just cause.

Section C

A teacher with professional status or other employee may appeal a suspension or discharge imposed by the Superintendent or Principal in accordance with the provisions of Massachusetts General Laws, chapter 71, section 42.

Section D. CORI CHECKS

1. The parties agree that no employee shall be subjected to a CORI check more frequently than once in every three (3) years except upon reasonable grounds to make additional inquiries relating to activities occurring subsequent to the most recent check. No CORI check results shall be kept longer than three (3) years.
2. The School District will provide the Association with an advance copy of the CORI request authorization form prior to distribution to any employee. Once the initial form has been provided, additional copies need only be provided in the event that the form is modified. The form shall include notice to the employee of the right to challenge the results of the check.
3. Each employee shall be provided with a copy of his/her CORI report. In the event that an employee, upon review of his/her CORI report, notifies the District the he/she intends to challenge the results of the check, the results shall not be disseminated in any manner by the District until the challenge has been resolved. In the event that the employee prevails on the challenge or the record is otherwise sealed by the state after issue, the record shall be treated as sealed by the District for all purposes.
4. District copies of all CORI reports shall be kept in a central and confidential location. Access to any and all CORI reports shall be limited to only essential and confidential personnel. All CORI reports and related documents shall be treated as confidential and shall not be kept in an employee's personnel file or in the schools.
5. The results of a CORI check shall not diminish or alter the due process or other rights of any employee under the contract or state law.

ARTICLE XXVII - GENERAL

- A. Subject to the provisions of this contract, and except as otherwise provided by Appendix A and Appendix B attached hereto and made part hereof, the wages, hours, and other conditions of employment applicable to the effective date of this contract to the employees covered by this contract shall continue to be so applicable.

ARTICLE XXVIII- DURATION

- A. This contract shall become effective on September 1, 2018 and shall remain in force and effect until August 31, 2021. Either party shall have the right to re-open the contract for non-monetary items for the second year of the agreement.
- B. Subject to the provisions of this contract, and except as otherwise provided by Appendix A and Appendix B attached hereto and made a part hereof, the wages, hours, and other conditions of employment applicable to the effective date of this contract to the employees covered by this contract shall continue to be so applicable.
- C. This contract shall thereafter automatically renew itself for successive terms of one (1) year each unless by November 15th next prior to expiration of the contract year, involved, either Committee or the Association shall have given the other a written proposal indicating desired modifications to or termination of the contract.

ARTICLE XXIX- HEALTH INSURANCE

Effective June 1, 2012

- a. The parties agree to continue bargaining pursuant to MGL c 32B, Section 19
- b. 70% employer/30% employee split on health insurance premium
- c. Flexible Spending Account (\$1500 max)
- d. Insurance Buyout \$1500 Single / \$3000 Family

APPENDIX A- SALARY SCHEDULE

Fiscal Year 2018-2019 (1.5% Increase Steps 1-10 & \$750 + 2% Step 11/13)

1.50% Increase - Steps 1-10 & 2% Step 11/13

STEP	B	B+15	B+30	M	M+15	M+30	MM	CAGS/ED SPEC
1	\$46,762	\$50,505	\$51,733	\$52,964	\$55,673	\$58,635	\$61,007	\$63,381
2	\$50,897	\$52,871	\$54,103	\$55,326	\$58,037	\$60,998	\$63,018	\$65,036
3	\$53,258	\$55,234	\$56,467	\$57,697	\$60,397	\$63,360	\$65,379	\$67,401
4	\$55,625	\$57,605	\$58,835	\$60,063	\$62,776	\$65,729	\$67,749	\$69,769
5	\$57,991	\$59,965	\$61,197	\$62,427	\$65,136	\$68,094	\$70,125	\$72,157
6	\$60,356	\$62,333	\$63,565	\$64,783	\$67,498	\$70,459	\$72,478	\$74,498
7	\$62,776	\$64,749	\$65,976	\$67,212	\$69,917	\$72,878	\$74,898	\$76,918
8	\$65,185	\$67,158	\$68,393	\$69,619	\$72,329	\$75,292	\$77,311	\$79,332
9	\$67,466	\$69,573	\$70,807	\$72,037	\$74,754	\$77,710	\$79,757	\$81,808
10	\$70,006	\$72,053	\$73,245	\$74,466	\$77,261	\$79,982	\$81,976	\$83,972
11/13	\$76,221	\$78,158	\$79,272	\$80,482	\$83,448	\$85,708	\$87,607	\$89,500

NOTE - STEPS #1 & #2 RETIRED IN FISCAL YEAR 2008
Renumbering Steps annually to return to Steps #1-#11

Fiscal Year 2019-2020 (2% Increase - All Steps)

2.00% Increase - ALL Steps

STEP	B	B+15	B+30	M	M+15	M+30	MM	CAGS/ED SPEC
1	\$47,697	\$51,515	\$52,767	\$54,023	\$56,786	\$59,807	\$62,227	\$64,648
2	\$51,915	\$53,929	\$55,185	\$56,432	\$59,197	\$62,218	\$64,279	\$66,337
3	\$54,323	\$56,339	\$57,597	\$58,851	\$61,604	\$64,628	\$66,687	\$68,749
4	\$56,738	\$58,757	\$60,012	\$61,264	\$64,031	\$67,044	\$69,104	\$71,164
5	\$59,151	\$61,164	\$62,421	\$63,675	\$66,438	\$69,456	\$71,528	\$73,601
6	\$61,563	\$63,580	\$64,837	\$66,079	\$68,847	\$71,868	\$73,928	\$75,988
7	\$64,031	\$66,044	\$67,296	\$68,557	\$71,316	\$74,336	\$76,396	\$78,456
8	\$66,489	\$68,502	\$69,761	\$71,011	\$73,775	\$76,798	\$78,857	\$80,919
9	\$68,815	\$70,965	\$72,224	\$73,477	\$76,249	\$79,265	\$81,352	\$83,444
10	\$71,406	\$73,494	\$74,710	\$75,956	\$78,806	\$81,582	\$83,616	\$85,651
11/13	\$77,745	\$79,721	\$80,858	\$82,092	\$85,117	\$87,422	\$89,359	\$91,290

NOTE - STEPS #1 & #2 RETIRED IN FISCAL YEAR 2008
Renumbering Steps annually to return to Steps #1-#11

Fiscal Year 2020-2021 (2% Increase - All Steps)

2.00% Increase - ALL Steps

STEP	B	B+15	B+30	M	M+15	M+30	MM	CAGS/ED SPEC
1	\$48,651	\$52,546	\$53,823	\$55,103	\$57,922	\$61,003	\$63,471	\$65,941
2	\$52,953	\$55,007	\$56,288	\$57,561	\$60,381	\$63,463	\$65,564	\$67,664
3	\$55,410	\$57,466	\$58,749	\$60,028	\$62,837	\$65,920	\$68,021	\$70,124
4	\$57,872	\$59,933	\$61,212	\$62,489	\$65,312	\$68,385	\$70,486	\$72,588
5	\$60,334	\$62,388	\$63,670	\$64,949	\$67,767	\$70,845	\$72,958	\$75,073
6	\$62,794	\$64,851	\$66,133	\$67,401	\$70,224	\$73,306	\$75,406	\$77,508
7	\$65,312	\$67,365	\$68,641	\$69,928	\$72,742	\$75,822	\$77,924	\$80,025
8	\$67,819	\$69,872	\$71,156	\$72,431	\$75,251	\$78,333	\$80,434	\$82,537
9	\$70,192	\$72,384	\$73,668	\$74,947	\$77,774	\$80,850	\$82,979	\$85,113
10	\$72,834	\$74,964	\$76,205	\$77,475	\$80,382	\$83,213	\$85,288	\$87,364
11/13	\$79,300	\$81,315	\$82,475	\$83,734	\$86,820	\$89,170	\$91,146	\$93,116

NOTE - STEPS #1 & #2 RETIRED IN FISCAL YEAR 2008
Renumbering Steps annually to return to Steps #1-#11

APPENDIX B -SALARY SCHEDULE

Appendix B Proposal

Tier 1 \$3,500	Band Director THS Theater	TMS Theater
Tier 2 \$1,400	PALS Advisor Jr. & Sr. Class Advisors (2 positions) TMS Activity Advisor TMS Serves	National Honor Society THS Yearbook Advisor TMS Yearbook Advisor
Tier 3 \$800	Academic Clubs BioTech / IGEM Content Honor Societies Drumline Fr. & So. Class Advisors (2 positions) Intramurals TES Student Council (2 positions)	Senior Sidekicks Service Learning Clubs THS Student Gov't. TMS Student Council TPS Ski Clubs (3 positions) TES Floor Hockey
Tier 4 \$30/hour	TES Yearbook Advisor TES Afterschool Clubs	THS Afterschool Clubs TMS Afterschool Clubs

Tier Descriptions

- Tier 1** This tier requires the year long work of the advisor with expectations for multiple student performances.
- Tier 2** This tier requires a year long commitment to support student directed initiatives with an average of at least four hours of preparation per month.
- Tier 3** This tier requires a commitment of at least one trimester to plan and lead student activities with an average of at least one hour of preparation per month.
- Tier 4** This tier recognizes a shared responsibility of staff to coordinate and lead students above and beyond the typical school day. This tier has no minimum commitment with either length or duration.

Building Principals will have the ability to create clubs and recommend Tier assignment in alignment with the described parameters, if student interest and funding is available.

Coaching Salaries – The parties agree to a joint labor management committee for the purpose of re-evaluating the current Appendix B Coaching Salaries and offering to an interim negotiations team the committee's joint proposals. The committee will consist of four (4) members, two (2) from administration and two (2) from the TTA. Meetings will begin in September, 2018 and a proposal will be offered no later than December, 2018.

Other Professional positions:

Curriculum Content Specialist	\$5,000.00
Head Nurse (effective 9/1/2002)	\$1,000.00
Nursing Services (Athletics)	\$1,000.00
Nursing Services (Middle School Athletics)	\$600.00
Faculty/Equipment Manager	\$2,575.00
Grade Level Leaders (1-5)	\$1,000.00
Middle School Grade Level Leaders	\$2,000.00
Content Leaders:	\$3,200.00
o District Wide: Grades preK-12 - Fine Arts, Performing Arts, Spanish, Wellness, and Business/STEM/Tech	
o THS - English Language Arts, Mathematics, Science and Social Studies	
o TMS - English Language Arts, Mathematics, Science and Social Studies	
o TES: Grades preK-2 - Literacy and Mathematics	
o TES: Grades 3-5 - Literacy and Mathematics	

Additional Days Positions

Position	<u>Extra Days</u>	Stipend
School Counselor(s)	(*6)	\$976

The job descriptions for certain Teaching Positions and Stipend Positions require that the employee work more than the standard 183/180 teaching days contracted. Individuals working in positions requiring extra days shall receive a per diem adjustment for each required day. The extra days shall be a part of each individual contract. Payment for these extra days shall be equally divided over the standard 26 pay periods.

MENTORING

- A. Mentors will be compensated for mentoring new staff members to the district for two years at the rate of \$500.00 per mentee per year. Mentors will be compensated for mentoring a staff member who is new to the grade level for one year at the rate of \$200.00 per mentee.

- B. Building mentor facilitator will be compensated \$1000.00 per year for planning, presenting, notifying participants of location/topic, and forwarding attendance, agenda, and handouts to Program Coordinator. If the meetings have co-facilitators, the \$1000.00 will be distributed evenly.

Coaching Salaries

1. The parties agree to a joint labor management committee for the purpose of re-evaluating the current Appendix B Coaching Salaries and offering to an interim negotiations team the committee's joint proposal. The committee will consist of four (4) members, two (2) from administration and two (2) from the TTA. Meetings will begin in September 2018 and a proposal will be offered no later than December 2018.

Head Coach Varsity

	Football	\$6,169
II	Basketball (Boys)	\$4,882
	Basketball (Girls)	\$4,882
	Wrestling	\$4,882
	Hockey	\$4,882
III	Track	\$4,676
	Field Hockey	\$4,676
	Baseball	\$4,676
	Softball	\$4,676
	Soccer (Boys)	\$4,676
	Soccer (Girls)	\$4,676
	Lacrosse (Boys)	\$4,676
	Lacrosse (Girls)	\$4,676
IV	Swimming	\$3,923
V	Cross Country	\$3,723
	Golf	\$3,723
	Tennis	\$3,723
VI	Cheerleading -Fall	\$2,616
	Cheerleading - Winter	\$2,616

Assistant Coaches & JV Coaches 75%

Freshman Football Coaching Salaries 70%

Middle School

From Athletic Account

Middle School Football Middle	\$3,000
School Field Hockey Middle	\$2,400
School Basketball (boys) Middle	\$2,400
School Basketball (girls) Middle	\$2,400
School Track (boys) Middle	\$2,400
School Track (girls)	\$2,400
*Middle School Ice Hockey	\$1,500
Middle School Softball	\$1,500
*Middle School Fall Cheerleading	\$2,400
*Middle School Winter Cheerleading	\$1,000
Wrestling	\$700
Cross Country (Boys & Girls)	\$2,400
* reduced schedule	

From Activities Account

Mountain Bike Riding Club	\$700
Chess Club	\$700
Technology Club	\$700
Yearbook	\$1,400
Intramural (2 seasons)	\$1,400
Social Committee (2 seasons)	\$700 each
Homework Club	\$700
Media	\$700
Knowledge Bowl	\$900
Foreign Language Club (3)	\$700
Science Club	\$700
Theater Productions	\$1000 per production

APPENDIX C- UNIT A SUPERVISION AND EVALUATION
INSTRUMENT AND PROCEDURES

**Tyngsborough Teacher and Caseload Educator Contract Language- Final Draft of
Proposed Language- June 5, 2012**

Article XXII Table of
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- (26) General Provisions

1) **Purpose of Educator Evaluation**

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

2) **Definitions**

- A) **Administrator:** Any person employed in a school district in a position requiring a certificate or a license as describe in 603 CMR 7.09 number 1-4, who has been approved as an administrator. Administrator roles can include such roles as: Principal/Assistant Principal, Superintendent/Assistant Superintendent, Director of Special Education, Special Education Facilitator, Deans and Director of Guidance.
- B) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- C) **Caseload Educator (SISP):** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, instructional coaches and some reading specialists and special education teachers.
- D) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- E) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- F) **District-determined Measures:** Measures of student learning, growth and

achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- G) **Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- H) **Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. Educators may only be evaluated in their area of licensure, unless the Educator requests the evaluation.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include optional activities during the summer preceding the next school year.
- I) **ESE**: The Massachusetts Department of Elementary and Secondary Education.
- J) **Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- K) **Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. Director of Counseling will only evaluate members of the counseling department.

Language regarding Co-Teaching and SPED Facilitators ability to evaluate, will be drafted by one representative of the TTA and one representative of the administration. Both parties agree to meet before October 31, 2018.

Primary Evaluator/Principal shall be the person who determines the Educator's performance ratings and evaluation. Only Administrators who are licensed may serve as Primary Evaluators of Educators. Primary evaluators will include the following positions: principals and administrator of special education.

Supervising Evaluator shall be any Non-Unit A Building Administrator responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or the primary Evaluator's designee. Supervising evaluators will include the following positions: principals, vice principals, deans, special education facilitators and district administrative staff including superintendent, assistant superintendent, and administrator of special education.

Contributing: Pending negotiations, department heads may observe and comment on areas in Standard I only (e.g., subject matter knowledge) that result in feedback presented in a meeting with the Educator and the Evaluator. These specialists must receive training in observation techniques. Special Education Facilitators may be contributing evaluators for Educators outside their department.

Within 5-7 days of receiving the assignment of a Supervising Evaluator, an Educator may request an alternative supervising evaluator in writing to the superintendent. The superintendent will meet with the Educator to review the request within 7 days of receipt of the request. During the Educator Evaluation Cycle, an Educator may request an additional observation to be included as evidence from an Evaluator of the Educator's choice.

- i) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - ii) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- L) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - M) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
 - N) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - O) **Formative Assessment:** The process used to assess progress towards attaining goals

set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- P) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- Q) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- R) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 15, 2012.
- T) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. (35.02) Video observations will be done openly and with knowledge of the Educator. No photography, videotaping, audio recording shall be permitted without agreement from Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The parties to this agreement are the Tyngsborough School Committee and the Tyngsborough Teachers' Association
- V) **Performance Rating:** Describes the Educator's performance on each performance standard and the overall evaluation. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the

requirements of a standard or the overall evaluation. Proficient practice is understood to be fully satisfactory.

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

W) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

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

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

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

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

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

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii) Elements: Defines the individual components under each indicator

- iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- CC) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) **Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of any duration.

- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback- see# 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.
 - vi) Throughout the evaluation cycle, principals will provide Educators with examples of evidence that would be deemed sufficient to meet the standards.

4) Rubric

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

5) Evaluation Cycle: Training

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

the learning activity based on guidance provided by ESE and shared with the TTA.

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

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

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

Evaluator retains final authority over the content of the Educator's Plan.

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

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

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

- A. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least three unannounced observations. The Educator shall have at least one observation each trimester.
- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

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

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

- A. Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email; (or to the Educator's school mailbox or home under extenuating circumstances.) Subject line on emails will include "personnel/evaluation" as an identifier.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B. Announced Observations

- i. All non-PTS Educators in their first three years in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - a. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - b. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 1. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 2. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - c. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - d. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- a. Describe the basis for the Evaluator's judgment.
- b. Describe actions the Educator should take to improve his/her performance.
- c. Identify support and/or resources the Educator may use in his/her improvement.
- d. State that the Educator is responsible for addressing the need for improvement.

12. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email; (or to the Educator's school mailbox or home under extenuating circumstances.) Subject line on emails will include "personnel/evaluation" as an identifier.
- G. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. The Evaluator's initials indicate that the Evaluator received the Formative Assessment written reply in a timely fashion.

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

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

- A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face or by email; (or to the Educator's school mailbox or home under extenuating circumstances.) Subject line on emails will include "personnel/evaluation" as an identifier.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The Evaluator's initials indicate that the Evaluator received the Formative Assessment report written reply in a timely fashion.
- G. The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or

disagreement with its contents.

- H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a summative evaluation report. For educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- E. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on all four Standards of Effective Teaching Practice.
 - i. During the first cycle of the new evaluation system beginning in 2012 -2013 school year, Educators may be rated Proficient in a Standard when earning:
 - 1. no more than one rating of Needs Improvement on the elements in Standard I,
 - 2. no more than one rating of Needs Improvement on the elements in Standard II, and
 - 3. no more than two ratings of Needs Improvement ratings among all the elements in Standards III and IV.
 - ii. Each element rated Needs Improvement for the Educator rated Proficient overall will be addressed in a goal within the Educator's next plan.
 - iii. After the first two-year evaluation cycle is completed, Educators may be rated Proficient given there is no more than one rating of Needs Improvement under each Standard. In this case, each element rated Needs Improvement will be addressed in a goal within the Educator's next plan.
- G. No less than four weeks before the due date for the Summative Evaluation report,

which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator in person, by email; (or to the Educator's school mailbox or home under extenuating circumstances.) no later than June 1st. Subject line on emails will include "personnel/evaluation" as an identifier.
- J. The Evaluator shall meet with all Educators to discuss the summative evaluation. The meeting shall occur by June 15th or within 30 days of receipt of the signed copy of the summative evaluation.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign the final Summative Evaluation report within 5 school days of receipt or 5 school days after 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 its contents.
- M. The Educator shall have the right to respond in writing to the summative evaluation which shall be attached to the final Summative Evaluation report.
- N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans -General

- A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested

by the Evaluator or provided by the school or district. Examples may include, but are not limited to: coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16. Educator Plans: Developing Educator Plan

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

17. Educator Plans: Self-Directed Growth Plan

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

18. Educator Plans: Directed Growth Plan

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10¹ h.
- D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Improvement Plan

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as

unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

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

- H. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - 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.
 - 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.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	On or before the first early release day of the school year
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 15
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 15
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt or 5 school days after meeting with Evaluator	within 5 school days of receipt or 5 school days after meeting with Evaluator

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	By June 15 of Year 1
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	By June 15 of Year 2
Evaluator and Educator sign Summative Evaluation Report	within 5 days of receipt or 5 school days after meeting with evaluator in Year 2

B) Educators on Plans of Less than One Year

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

20. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement. Before the end of the 2011-2012 school year, the names of all PTS teachers in each school not evaluated in the current year will be placed in a "hat." At each school, names will be drawn "from the hat" by a building TTA representative and the principal until the number representing 50% of the PTS teachers at that school have been reached. Those teachers will be placed on a two-year Self Directed Plan and begin the evaluation process in September 2012. The remaining PTS teachers will begin their two year Self Directed Plan in September 2013. The drawing will take place Friday, June 8, 2012.
- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Administrators who are licensed may serve as primary evaluators of Educators. (see 603 CMR 35.02 and 603 CMR 7.09 number 1-4)
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator

request such a meeting, the Evaluator's supervisor must meet with the Educator. A representative of the TTA may attend this meeting at the Educator's request. The Evaluator may attend any such meeting at the discretion of the superintendent.

- E) The present team or another of similar composition appointed by the two parties will meet at least annually for the first three years to monitor the implementation of the 2011 evaluation regulations (603 CMR 35.00), to respond to new regulations mandated by DESE and to bargain changes as necessary. Identifying evidence sufficient to meet the standards will be a part of this discussion.

- F. Violations of the article are subject to the grievance procedure. Levels I through III from the existing collective bargaining agreement between the Tyngsborough School Committee and the Tyngsborough Teachers Association will be in effect. If the grievance goes to Level IV, arbitration, 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 with no financial remedy or reinstatement it shall only occur when there is substantial compliance with the evaluation process. If the arbitrator finds that there was no substantial compliance then the educator shall not be subject to non-renewal or termination.