

# **AGREEMENT**

**BETWEEN**

**BLACKSTONE-MILLVILLE REGIONAL  
SCHOOL DISTRICT**

**AND**

**BLACKSTONE-MILLVILLE REGIONAL SCHOOL  
DISTRICT EDUCATORS ASSOCIATION**

**JULY 1, 2016 – JUNE 30, 2019**

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## AGREEMENT

This Agreement is made and entered into as of the first day of July 2016, by and between the BLACKSTONE-MILLVILLE REGIONAL SCHOOL DISTRICT, acting by and through its District School Committee (hereinafter referred to as the "Committee") and the BLACKSTONE-MILLVILLE REGIONAL SCHOOL DISTRICT EDUCATORS ASSOCIATION (hereinafter referred to as the "Association").

## PREAMBLE

Whereas, pursuant to the provisions of the Massachusetts General Laws, Chapter 150E, Section 6, the Committee has met with representatives of the Association, and the parties have fully considered and discussed all proposals made by either party as to wages, hours and other conditions of employment.

- A. Now, therefore, the Committee and the Association agree on the following terms and provisions to be effective as set forth in this instrument.

## ARTICLE I

### SCOPE

- A. The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours and other conditions of employees covered by this contract.
- B. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby, shall be found contrary to law, such provision or application shall be deemed valid and shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement will continue in full force and effect.
- C. In the event that any provision of this agreement is held invalid, the parties agree to enter promptly into collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision.
- D. The parties further recognize and agree that, except as to matters specifically covered and provided for in this Agreement or any amendment thereto mutually agreed upon, the Committee continues to retain, whether exercised or not, all of the duties, powers, responsibilities and rights provided to it by the laws of the Commonwealth of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws, and may exercise the same, in its sole discretion, without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

## ARTICLE II

### RECOGNITION

- A. For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and

representative of the following unit of professional employees of the Blackstone-Millville Regional School District:

All full-time and part-time, professional, licensed employees, including classroom teachers (including early childhood teachers), Guidance Counselors, Adjustment Counselors, School Psychologists, Social Workers, Library Media Specialists, School Nurses, Occupational Therapists, Physical Therapists, Speech Therapists, Behavioral Therapists, Team Chairs and long-term substitutes.

- B. Unless otherwise indicated, the professional employees in the above unit will be hereinafter collectively referred to as the "teachers" or the "educators" or the "employees covered by this Agreement".
- C. Excluding all other managerial and confidential employees of the Blackstone-Millville Regional School District, whether professional or non-professional, pursuant to Chapter 150E of the Massachusetts General Laws from the above unit and are not covered by this Agreement.
- D. The following words, as used in Paragraph A, above, shall have the following meanings:
  - 1. "Part-time", a regularly employed employee covered by this Agreement whose work day is generally shorter than the regular work day or whose work week is generally shorter than the regular work week of a regularly employed full-time employee covered by this Agreement. A part-time employee's benefits under this Agreement (e.g. salary, sick leave, etc.) shall be determined by multiplying the numerical amount of a particular benefit (e.g. the dollar amount for salary, the number of days for sick leave, etc) as it applies to full-time employment by a percentage figure representing such employee's total amount of employment as compared to a full-time employee's total amount of employment.
  - 2. "Long-term substitute", a person who is not a regularly employed employee but who substitute and takes over the day-to-day responsibilities of a Unit A employee. Long-term subs who are contracted for 45 or more work days and are certified to teach the position they are subbing for will be paid a daily rate equivalent to Step One Bachelors of Appendix A. Those working fewer than 45 work days will be paid a rate established in the posting of the position. If a long-term sub is hired to work fewer than 45 days, but the term of employment turns into one that lasts or extends past 45 work days, that long-term sub will be entitled to retro pay dating back to the first day they worked equivalent to Step One Bachelors of Appendix A.

**ARTICLE III**

**GRIEVANCE PROCEDURE**

- A. The grievance procedure is established for the purpose of granting employees recognized by this Agreement a formal channel for the presentation of grievances to their employer, and to produce prompt and equitable solutions to those problems which from time to time may arise. The Committee and Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.
- B. For the purposes of this Contract, a grievance is hereby defined to be:

1. A question, problem or disagreement concerning the interpretation or application of any provision of this Contract with respect to the wages, hours or working conditions of an employee or employees covered by this Contract; or
  2. Any treatment of an employee which is claimed to be unfair, unjust or discriminatory.
- C. Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and the President of the Association will permit the aggrieved party or parties to proceed to the next step.
- D. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits will be deemed to be acceptance of the decision rendered at that step.
- E. A grievance that affects a group or class of teachers from a different building or department, or is of a general nature, may be submitted in writing by the Association to the Superintendent directly and the processing of such grievance will be commenced at Level Two. In such a case, the Association will be considered the aggrieved.
- F. The Principal may delegate to any Assistant Principal and the Superintendent may delegate to any Deputy or Assistant Superintendent their respective functions and obligations contained in this Article, provided, however, that any such delegation shall be confirmed by giving written notice to the Association, and further provided that any grievance in course at Levels One, Two, Three and Four on the date of receipt by the Association of said written confirmation shall not be affected by said delegation.
- G. When a grievance arises, the grievance must be filed within twenty (20) calendar days from the day of the event upon which the grievance is based or from the date when the employee had knowledge of the event.
1. Level One: The aggrieved employee will present the grievance orally, or in writing, to the Principal or appropriate administrator, in an attempt to settle the grievance. The Principal, or appropriate administrator, will make a determination and disposition of the grievance within seven (7) calendar days and will be final unless the aggrieved employee elects to appeal said decision. The Principal's or the appropriate administrator's determination of the grievance will be in writing to the grievant and the Superintendent.
  2. Level Two: The aggrieved employee may forward the written grievance to the Superintendent with any written answer attached, within seven (7) calendar days after the last day for receiving a determination. The Superintendent will meet with the aggrieved employee and attempt to settle the grievance within seven (7) calendar days after receipt of the written grievance. The Superintendent's determination of the grievance will be in writing to the grievant and the Chairperson of the School Committee.
  3. Level Three: If the grievance shall not have been disposed of to the employee's satisfaction within seven (7) calendar days after meeting with the Superintendent, as provided in Level Two above, the aggrieved employee may forward the written grievance to the School Committee with any written answer attached, within seven (7) calendar days after the last day for receiving a determination. The School Committee will meet with the aggrieved employee in an attempt to settle the grievance within fourteen (14) calendar days or, by the next regularly scheduled school committee meeting after receipt of the Level Three grievance. The School Committee's determination of the grievance will be in writing to the grievant within seven (7) calendar days.

4. Level Four: If the grievance is resolved within seven (7) calendar days after meeting with the School Committee, as provided in Level Three above, the Association may, by giving written notice to the Committee within seven (7) calendar days after receipt of the written answer of the School Committee, file the grievance for arbitration.
5. Arbitration: The School Committee and the Association agree to submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the said AAA, unless the School Committee and the Association have agreed to submit the grievance to a neutral arbitrator. The arbitrator will not have the authority to alter, modify or amend this Contract. The decision of the arbitrator within the scope of his/her jurisdiction will be final and binding upon the School Committee and the aggrieved employee. The expenses of arbitration, if any, will be shared equally by the School Committee and the aggrieved employee and/or the Association.

The number of days indicated in each level of the grievance procedures set forth above shall be considered as maximum time limits and every reasonable effort shall be made to expedite consideration of the grievance through the grievance procedure.

- H. Whenever any ongoing grievance under the procedure set forth in Paragraph G, above, is settled at Levels One, Two or Three, the settlement shall be reduced to writing and shall be signed by the parties involved at the procedural level involved.
- I. If a grievance shall have been instituted or shall be under consideration at any time within sixty (60) calendar days preceding the end of the school year, the parties agree to cooperate to expedite consideration of the grievance through the grievance procedure.
- J. An aggrieved employee may, if he/she or she so desires, be represented at Levels One, Two, Three and Four of the Grievance Procedure set forth in Paragraph G, above, by the Association or by representatives of the Association, but nothing in this Contract shall prevent or preclude any employee covered by this Contract from individually presenting any grievance he/she or she may have.
- K. In the event that an aggrieved employee withdraws his/her grievance while in course at Levels One, Two, Three or Four of the Grievance Procedure set forth in Paragraph G, above, the decision rendered at the highest level preceding the highest level to which the grievance shall have been presented, shall be final and binding upon the aggrieved employee.
- L. For any grievance not resolved by the last working day of the school year and in the event the Principal, Superintendent, or grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule.
- M. The parties may, by mutual agreement, extend or waive timelines.

#### ARTICLE IV

#### SALARIES AND SALARY REQUIREMENTS

- A. The salaries of all employees covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof. Such salaries are for a work year consisting of 184 days.
- B. All degrees recognized for salary credit on the salary schedule (Appendix "A") must be earned at a college or university accredited by a regional or national accrediting association.

- C. Teachers at the Bachelor's Degree rate on the salary schedule (Appendix "A") may not advance from Level I to Level II, or from Level II to Level III or from Level III to Level IV without first fulfilling in each Level a step-rate requirement. The step-rate requirement may be fulfilled in one of the following five ways:
1. Earning three semester hours of new credits at the graduate level. Courses to be applied must be approved in writing in advance by the Superintendent of Schools and must be earned at a college or university accredited by a regional or national accrediting association.
  2. Service for at least one year on a School Building, School Needs or other committee related to education. The teacher must have made a positive contribution to the committee. The Superintendent of Schools shall evaluate the teacher's service and determine whether or not the teacher has made a positive contribution to the committee.
  3. The formulation, completion and evaluation of an experiment in education. The proposal must first be submitted to the Superintendent of Schools for approval.
  4. For participation in In-Service Courses. Notification of such courses will be given to the Association by June 30 for the fall semester and by December 30 for the spring semester. Teachers will participate in said in-service courses on a voluntary basis.
  5. Correspondence courses approved by the State Board of Education. Courses to be applied must be approved in writing in advance by the Superintendent of Schools.
- D. Except as otherwise provided in this paragraph, a teacher who is otherwise eligible for advancement will be advanced from his/her step on the salary schedule for a particular school year to the next higher step on the salary schedule at the start of the next following school year. A teacher may be denied such advancement for incompetency in the classroom in accordance with the following procedure.
1. On or before February 1 of said particular school year, the Superintendent of Schools shall notify the teacher in writing that he/she is considering recommending to the Committee that said teacher be denied such advancement. The areas or instances of unsatisfactory performance constituting the basis for said notification shall be based on the evaluation process established in Article XII.
  2. A reasonable number of additional evaluations, as determined by the Superintendent of Schools, shall be conducted during the period from February 1 of said particular school year to March 15 of said particular school year in order to determine whether said areas or instances of unsatisfactory performance have been corrected. On or before March 15 of said particular school year, the Superintendent of Schools, if he/she has so decided, shall notify the teacher in writing that he/she will recommend to the Committee that said teacher be denied such advancement.
  3. Said teacher may, within 3 calendar days after receipt of said notification referred to in subparagraph 2 above, request in writing a written explanation from the Superintendent of Schools. If so requested, said written explanation shall set forth the specific areas or instances of unsatisfactory performance constituting the basis for said recommendation and shall be given to said teacher within 3 calendar days after receipt of said written request.

4. Said teacher may, within 3 calendar days after receipt of said written explanation, request in writing a hearing before the Committee. If so requested, said hearing shall take place at the next regularly scheduled meeting of the Committee or within ten (10) calendar days after receipt of said written request, whichever first occurs. Said teacher may be present at said hearing with or without representation, and shall be given reasonable opportunity to be heard. Said teacher shall be entitled to said hearing before the Committee only if he/she has previously requested the written explanation provided in sub-paragraph 3 above.
5. Written notification of a decision by the Committee to deny said teacher such advancement (which decision must be based on a recommendation of the Superintendent of Schools to that effect) shall be given to said teacher on or before April 15 of said particular school year.

A decision by the Committee to deny a teacher such advancement, made in accordance with the foregoing procedure shall not be the subject of a grievance under the terms of this Contract. All written communications required by this Paragraph shall be mailed, postage prepaid, by certified mail with return receipt requested.

- E. The Committee agrees to provide and make available each school year an in-service course or courses equivalent to three semester hours, provided a minimum of 20 teachers agree in writing on a voluntary basis, to enroll in said course or courses. The Superintendent of Schools shall choose the course or courses to be offered. The course or courses will be taught following the end of the work day.
- F. A fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>) and thirtieth (30<sup>th</sup>) year stipend will be established on the salary schedule. An employee will be entitled to the fifteenth (15<sup>th</sup>) year stipend at the beginning of his/her fifteenth (15<sup>th</sup>) year of continuous employment with the Blackstone-Millville Regional School District (service in the Blackstone Public Schools and/or the Millville Public Schools prior to K-12 regionalization will be counted) and receive that amount each year through his/her nineteenth (19<sup>th</sup>) year. An employee will be entitled to the twentieth (20<sup>th</sup>) year stipend at the beginning of his/her twentieth (20<sup>th</sup>) year of continuous employment and receive that amount each year through his/her twenty-ninth (29<sup>th</sup>) year. An employee will be entitled to the thirtieth (30<sup>th</sup>) year stipend, in combination with the 20<sup>th</sup> year stipend, at the beginning of his/her thirtieth (30<sup>th</sup>) year of continuous employment and receive that amount each year through his/her last year of employment. The amount of the thirtieth (30<sup>th</sup>) year stipend will be the sum of \$1,500.00. Unpaid leaves of absence will not be counted in calculating continuous years of employment to determine an employee's eligibility to receive such stipends but will not constitute a break in continuous employment. An employee must be compensated for ninety (90) or more days to be credited with a full year of service. Unpaid leaves of absence will not be counted toward obtaining steps 15, 20 or 30, but will not constitute a break in continuous employment.

## ARTICLE V

### EXTRACURRICULAR FUNCTIONS AND ACTIVITIES

- A. Participation by teachers in the system in one or more extracurricular functions and activities shall be on a voluntary basis.
- B. If there is an involuntary break in service in an employee's stipend position due to removal of the position and the same employee later resumes said stipend position upon reinstatement of the position, the employee resumes on the same progression on the salary schedule. This does not apply if an employee voluntarily vacates or is not appointed the stipend position.



- C. The extracurricular functions and activities for which extra pay will be provided, and the extra pay therefore, are listed on Appendix "B" attached hereto and made a part hereof. Such listing shall in no way obligate or require the Committee to create or continue any of said positions. The decision to create or continue a position or to eliminate or discontinue an established position shall be the prerogative of the Committee. The Committee agrees that, if it eliminates or discontinues during a particular school year a position created or continued during said school year after it has made an appointment to said position and the appointee has accepted the annual appointment and entered upon the discharge of the duties, functions and responsibilities of said position, the appointee shall be entitled to and shall receive the extra pay for said position.
- D. The Superintendent or his/her agent shall send an e-mail to the [bmrseapresident@gmail.com](mailto:bmrseapresident@gmail.com) address, online and post on the bulletin board in the Principals' Offices a notice listing any positions that are open and which the Committee has decided to fill. Such notice shall be posted no later than the date on which the Committee makes formal public announcement of openings for said positions. Applications for said positions shall be made on forms furnished by the Superintendent and shall be filed with the Office of the Superintendent within the time limit specified in such notice.

## ARTICLE VI

### WORK YEAR

- A. The work year for teachers shall begin no earlier than the Tuesday before Labor Day of each year and shall end no later than June 30 of the following year. The work year shall consist of one hundred eighty (180) teaching days and four (4) in-service days. One (1) in-service day will be held, when possible, after the spring testing window, and the other three (3) can be scheduled at any time throughout the school year by the Superintendent of Schools and need not be uniform throughout the District. The Superintendent of Schools shall have the right to convert one (1) of said four (4) in-service days to a teaching day if needed in order to meet and comply with any Time and Learning requirements mandated by the Commonwealth of Massachusetts. Teachers shall receive Professional Development Points (PDP) to the extent allowed by law. The Friday immediately preceding Labor Day shall not be a workday. The last day of school in June shall be a half-day for students and teachers. No final exams shall be scheduled by the school administration on the last day of school.
- B. As part of their teaching duties and without additional compensation, teachers shall be available for and participate in one (1) Meet the Teacher night, and two (2) evening parent-teacher conferences. Evening obligations will be scheduled on a school night (excluding Friday) by the Superintendent of Schools and need not be uniform throughout the District. The current practice of dismissing students and teachers early on the last school day prior to the Christmas vacation period, so-called, as compensatory time to the teachers for participating in the parent-teacher conferences will continue during the term of this Agreement.
  - 1. Meet the Teacher night will be one (1) hour in duration
  - 2. Parent-Teacher conferences –There will be one (1) parent-teacher conference day extending two (2) hours beyond the end of the regular school day and one (1) three (3) hour evening conference..
- C. As soon as practical, teachers will be provided with a calendar of the work year showing the projected scheduling of the teaching, in-service and orientation days and any other days which the

Committee is required to include on said calendar. The calendar shall provide for the following vacation periods: 1) a Christmas vacation, so-called, beginning on December 24 and extending through New Year's Day; 2) a February vacation, so-called, being the Monday through Friday of the week containing Presidents' Day; and 3) an April vacation, so-called, being the Monday through Friday of the week containing Patriots' Day. Except for said guaranteed vacation periods, the Committee reserves the right to make changes to said calendar at any time.

- D. Part-time teachers must be present for, and participate in, scheduled in-service days to the same extent as full-time teachers. Such teachers shall be compensated at their hourly rate of pay for that portion of such days which exceeds the percentage figure of their part-time employment.

## ARTICLE VII

### WORK DAY

#### A. Secondary (9-12) Work Day

1. AM Supervision - will be assigned ten minutes prior to the commencement of homeroom duty. AM supervisory stations shall be established and all secondary school (9-12) unit members not assigned to homeroom duty shall constitute the assignment pool, except the School Nurse is specifically excluded from the AM supervision assignment pool. AM supervision assignments shall be rotated among the eligible members of the pool on as near an equitable basis as possible.
2. Homeroom Assignments - to the extent possible, shall be on a voluntary basis. Department Heads, the School Nurse and the School Adjustment Counselor shall be specifically excluded from homeroom duty assignments. In the event there is an insufficient number of volunteers from the eligible secondary school (9-12) bargaining unit pool to fill the required number of homeroom duty assignments, the Administration shall fill the remaining assignment needs, yearly, on as near an equitable rotating basis as possible, from the remaining members of the said eligible pool for the term of this Agreement. Homeroom duty assignments shall commence no more than ten (10) minutes following the beginning of AM supervision.

Secondary school (9-12) bargaining unit members assigned to AM supervision or homeroom duty shall sign in no later than five (5) minutes prior to the commencement of such duty. All other secondary school (9-12) bargaining unit members not assigned to AM supervision or homeroom duty for a particular day shall sign in no later than five (5) minutes prior to the start of classes.

3. Student Help - On Monday-Thursday secondary school (9-12) bargaining unit members will be available in their classrooms or designated area for thirteen (13) minutes after dismissal. If students stay for extra help the bargaining unit member will stay at least thirty (30) minutes. If no students return at or before thirteen (13) minutes after dismissal, the bargaining unit member may leave thirteen (13) minutes after dismissal.
4. Central Detention - Detention shall be held Monday-Friday. It is understood that individual classroom teachers will arrange to keep students requiring detention on an individual basis. On the secondary school (9-12) level, central detention will also be provided for serious offenders Monday-Friday. The position(s) of supervisor(s) of central detention shall be created and a negotiated stipend contained in Appendix B shall be provided.

5. At the high school level, no homeroom activity shall commence prior to 7:30 AM.
6. The principal or his/her designee has the right, with prior notice, to schedule one general faculty meeting each month. These meetings will start no later than 10 minutes after the dismissal bell and will not exceed one (1) hour. Sufficient flexibility will be permitted to allow for fulfilling other school related and professional obligations. Faculty meetings will take precedence over student help.
7. The Advisory Program participation is mandatory and considered part of the high school teacher's work day. Due to mandatory participation, some members may lose prep time. The lost prep time will come in 15-minute increments. When any BMRSD Educator Association members at BMRHS has lost a total of three (3) of these 15-minute increments, they will be entitled to one (1) "fill-in" pay already provided in Article VIII, Section B of the Contract. This will be the only time during the school day that fill-in time for partial periods will be calculated in this way
8. All unit members shall be provided with a minimum of thirty (30) minutes duty free lunch daily.

#### B. Middle (6-8) Work Day

1. AM Supervision - will be assigned fifteen (15) minutes prior to the commencement of homeroom duty. Three (3) AM supervisory stations shall be established and all middle school (6-8) unit members not assigned to homeroom duty shall constitute the assignment pool, except the School Nurse is specifically excluded from the AM supervision assignment pool. AM supervision assignments shall be rotated among the eligible members of the pool on as near an equitable basis as possible.
2. Homeroom Assignments - to the extent possible, shall be on a voluntary basis. Team Leaders and the School Nurse shall be specifically excluded from homeroom duty assignments. In the event there are an insufficient number of volunteers from the eligible middle school (6-8) bargaining unit pool to fill the required number of homeroom duty assignments, the Administration shall fill the remaining assignment needs, yearly, on as near an equitable rotating basis as possible, from the remaining members of said eligible pool for the term of this Agreement. Homeroom duty assignments shall commence no more than fifteen (15) minutes following the beginning of AM supervision.

Middle school (6-8) bargaining unit members assigned to AM supervision or home-room duty shall sign in no later than five (5) minutes prior to the commencement of such duty. All other middle school (6-8) bargaining unit members not assigned to AM supervision or homeroom duty for a particular day shall sign in no later than five (5) minutes prior to the start of classes except that Team Leaders shall be available no later than the start of homeroom to perform their duties.

3. Student Help - On Monday-Thursday middle school (6-8) bargaining unit members will be available in their classroom or designated area until fifteen (15) minutes after dismissal. If students stay for extra help, the bargaining unit member will stay at least thirty (30) minutes. If no students return at or before fifteen (15) minutes after dismissal, the bargaining unit member may leave fifteen (15) minutes after dismissal.
4. The principal or his/her designee has the right, with prior notice, to schedule one general faculty meeting each month. These meetings will start no later than 10 minutes after the dismissal bell

and will not exceed one (1) hour. Sufficient flexibility will be permitted to allow for fulfilling other school related and professional obligations. Faculty meetings will take precedence over student help.

5. Common Planning Time - The Committee and the Association recognize and acknowledge that, due to the unique nature of the middle school (6-8) program, there is a need for each Team to have adequate time to plan the needs of the Team and the students assigned thereto. Accordingly, the bargaining unit members assigned to each Team will meet twice a week to do common planning for the Team, each meeting not to exceed forty-five (45) minutes. Such meetings will be scheduled during the school day.
6. All unit members shall be provided with a minimum of thirty (30) minutes duty free lunch daily.
7. Central Detention – Detention shall be held Monday-Friday. It is understood that individual classroom teachers will arrange to keep students requiring detention on an individual basis. On the middle school (6-8) level, central detention will also be provided for serious offenders Monday-Friday. The position(s) of supervisor(s) of central detention shall be created and a negotiated stipend contained in Appendix B shall be provided.

#### C. Elementary (K-5) Work Day

1. Elementary bargaining unit members (K-5) shall report and be at their assignment work stations five (5) minutes prior to the official start of the student day which shall be six (6) hours and ten (10) minutes in length.
2. At the close of school, elementary bargaining unit members (K-5) shall remain on duty for fifteen (15) minutes after the dismissal bell.
3. Student Help - It is agreed and understood that extra help shall be provided to elementary age students as needed. Provisions shall be made by all elementary bargaining unit members (K-5) to provide the same. The building principal and parent(s)/guardian(s) may request and have extra help provided to a student(s). The teacher providing the help will determine the time and duration of the help. Sufficient flexibility will be permitted to allow for fulfilling other school-related and professional obligations.
4. The principal or his/her designee has the right, with prior notice, to schedule one general faculty meeting each month. These meetings will start no later than 10 minutes after the dismissal bell and will not exceed one (1) hour. Sufficient flexibility will be permitted to allow for fulfilling other school related and professional obligations. Faculty meetings will take precedence over student help.
5. All assignments will be divided fairly and equally among all professional staff.
6. All unit members shall be relieved of cafeteria duty and provided with a minimum of thirty (30) minutes duty free lunch daily, unless they have a recess duty, in which case they will have a twenty-five (25) minute duty free lunch. The twenty-five (25) minute duty free lunch was adopted on a pilot basis and will be revisited, between the Superintendent and his agents and representative of the union, on a yearly basis for the duration of this contract.

#### D. Curriculum Development

1. Curriculum related work is an integral part of the development of a viable educational program in our district. Such work that is authorized to take place beyond the workday/year will be compensated at the rate of \$35 an hour, excluding curriculum meeting described in Article VII, Section D2.
2. Under the direction of the Curriculum Director, Principals may be able to call an additional five, one-hour meetings (no more than one a month) for the purpose of developing and aligning curriculum, advancing instructional methodology, as well as creating and analyzing assessments. All effort will be made to provide notice of scheduled meetings at the beginning of the school year. These meetings will not be called in June.

## ARTICLE VIII

### TEACHER LOAD

- A. Teachers in grades six (6) through twelve (12) inclusive shall be entitled to one (1) preparation period for each school day which shall be scheduled, as nearly as reasonably possible, on the basis of one (1) per school day. The preparation period shall be equivalent in length to a classroom teaching period. Except in cases of emergency or unusual circumstances, teachers shall not be required to perform other duties during preparation periods. In the event that teachers are required to perform other duties during preparation periods, they shall receive, over and above their basic salary for their services, the sum of \$21.50 for each such preparation period. It is understood that any double block fill-in will be compensated accordingly (2x).
- B. The committee will provide a minimum of five (5) preparation periods per week for all elementary classroom teachers. Prep time for teachers at the John F. Kennedy School, Augustine F. Maloney School and the Millville Elementary School will be forty-five (45) consecutive minutes in duration.

In the event that teachers are required to teach a class period during their regularly scheduled preparation time due to the lack of availability of a regularly scheduled instructor or substitute, said teacher(s) shall receive over and above their regular salary, the sum of twenty-one dollars and 50 cents (\$21.50) for each class period taught. It is understood that any double block fill-in will be compensated accordingly (2x).

The Committee will ensure that all non-classroom teachers shall be provided with an equitable number of preparation periods as provided to classroom teachers.

- C. The Committee and the Association agree in principle to the following regarding class size:
  1. Class size is an important factor in achieving optimum teaching effectiveness.
  2. The Committee recognizes the need to maintain class sizes at a level which provides an optimum teaching-learning atmosphere. The Committee will attempt to keep elementary class/subject size at no more than twenty-five (25) students and class/subject size at the secondary level at no more than thirty (30) students. If classes in the above areas exceed the accepted limits, the Committee will make every effort to hire certified instructors.
  3. The Committee and the Association acknowledge that it is educationally desirable not to have classes of such size that the attainment of educational goals is thereby precluded, and the Committee agrees to give careful consideration to the views and recommendations of the staff on this matter. The Association recognizes and acknowledges, however, that the determination

of class size involves matters which are the prerogative of the Committee and over which the Committee exercises final authority, such as availability and most effective utilization of facilities and instructional personnel assigned thereto, as well as budgetary impact and considerations.

4. As part of their professional responsibilities, teachers will participate in the deliberation of at least one self-study committee organized during the three semesters immediately prior to an accreditation visit by the New England Association of Schools and Colleges. Meetings of the self-study subcommittees will not exceed one (1) per month unless members of one or more subcommittees elect, by a simple majority of its membership and/or as determined by the building principal and the co-chairs of the NEASC committee to meet more frequently. The meetings will not exceed two (2) hours in duration unless agreed to by a simple majority of the members of the self-study committee(s). Compensation will be \$25/hour above and beyond the school day for all participants of the NEASC process.
- D. It is understood that Unit A members are professional and are involved in all aspect of the District Educational Experience. Our teachers do and are encouraged to participate in events outside the school day.

There are also events that require member participation that are essential to the educational mission of district. Unit A members should be compensated for such events. This may include, but is not limited to, special grade-level orientations, grade-level information nights and after-hour academic special events.

If a member of the leadership team requires a Unit A member to be at an after-hours event, that Unit A member must receive compensation at the rate of \$35 per hour. This article excludes dances or any other community/PTO events for which Unit A members have chosen to volunteer. It also excludes members who must work after hours as a job requirement for which they earn a stipend.

## ARTICLE IX

### TEACHING ASSIGNMENTS AND TRANSFERS

- A. Teachers shall be notified in writing of any changes in their assignments for the ensuing school year as soon as practicable.
- B. Teachers who desire a change in level, grade and/or subject assignment shall file a written statement of such desire with the Office of the Superintendent not later than February 1. For the purposes of this Paragraph, the word "level" shall mean the following groupings of grades: kindergarten through five (5) inclusive and six (6) through twelve (12) inclusive.
- C. Whenever involuntary transfers must take place, volunteers will first be sought. In the event that no teachers volunteer for transfers, the least senior teacher in the affected level or discipline deemed qualified, by the appropriate hiring authority, shall be transferred.

## ARTICLE X

### REDUCTION IN FORCE AND RECALL

- A. For the purpose of this Article, the following words shall have the following meanings:

1. "Certification" - the certifications provided for by Massachusetts General Laws, Chapter 71, Section 38G including the rules and regulations of the board of education to carry out the provisions of said section.
  2. "Discipline" - the following categories within the following grade levels:
    - a. Grades kindergarten through twelve (12) inclusive: Health and Physical Education, School Adjustment Counselor, School Nurse, Music Teacher, Speech and Hearing Handicapped and School Psychologist.
    - b. Grades kindergarten through five (5) inclusive: Elementary Classroom Teachers, Reading, Art, Computer Education, Special Education (Moderate Special Needs), Special Education (Generic Consulting Teacher), Guidance and Early Childhood.
    - c. Grades six (6) through twelve (12) inclusive: English, Social Studies/History, Mathematics, Science, Foreign Languages, Business, Home Economics, Industrial Arts, Reading, Art, Guidance, Special Education (Moderate Special Needs), Special Education (Generic Consulting Teacher), Computer Education and Unified Media Specialist.
  3. "Seniority" - the years and days of service as a teacher, as of September 1, 1984, set forth on Appendix "D" (for those teachers listed thereon) plus the length of continuous uninterrupted service, measured in years and days, as a teacher in the District school system commencing with and after September 1, 1984. In computing seniority the following shall apply:
    - a. Maternity leave not exceeding eight (8) weeks, as provided for in Massachusetts General Laws, Chapter 149, Section 105D, shall not constitute a break in service and shall be counted in determining length of service; and
    - b. All other leaves of absence, whether paid or unpaid, for whatever periods of time, granted by the Committee under the provisions of this Agreement, shall not constitute a break in service but only paid leaves of absences, for whatever periods of time, granted by the Committee under the provisions of this Agreement, shall be counted in determining length of service.
- B. The Committee and the Association agree that the seniority list attached hereto as Appendix "D" sets for the total accumulated seniority, by discipline, for all teachers covered by this Agreement as of said date and for all Administrators listed thereon as of said date. The Committee and the Association further agree that said seniority list is accurate and complete as of said date and that neither party will challenge its accuracy or completeness.
- C. At the start of each school year, the Committee will update the seniority list attached hereto as Appendix "D" to reflect seniority, by discipline, as of September 1 of each such year. Such updated list shall be submitted to the Association by no later than September 15 of each such year and shall be deemed to be accurate and complete unless, prior to September 30 of each such year, the Association notifies the Committee in writing to the contrary. Any such notification shall specify in detail in what respects the Association believes such updated list to be inaccurate or incomplete. The Committee and the Association will meet, as promptly thereafter as is feasible, to resolve any differences with respect to such updated list. Except as otherwise provided in Paragraph D below, once a seniority list has been updated, it shall govern any reduction in force which takes place prior to the next updating.

- D. If a teacher teaches for ninety (90) or more consecutive school days in a discipline in which such teacher has no seniority but holds a certification therefore, such teacher shall, upon completing ninety (90) days of teaching, be carried in that discipline as of said date and, for the purposes of seniority within that discipline, shall be credited with the seniority, if any, which such teacher has in any other discipline on the seniority list then in effect and, if such teacher has no such seniority, then with the seniority which such teacher is deemed to have in the District school system. The seniority list then in effect shall be deemed to be amended accordingly as of said date and, as amended, shall govern any reduction in force in that discipline which takes place prior to the next updating.
- E. The Administrators shall continue to accumulate seniority as if they were teachers in the disciplines in which they are carried on the seniority list attached hereto as Appendix "D".
- F. The Association recognizes and acknowledges the right and prerogative of the Committee to determine and establish the number and composition of professional positions in the District school system. Decisions of the Committee shall not be the subject of a grievance under the terms of this Agreement.
- G. In the event of a reduction in the number of professional positions, such reduction in force shall be done by discipline and, within each discipline, shall be effected in the following order:
  - 1. First, by normal attrition
  - 2. Second, by not employing for the following school year teachers without professional teacher status; and
  - 3. Third, by laying off one or more teachers with professional teacher status, who are not otherwise eligible for retention in another discipline, on the basis of their inverse order of seniority (i.e., the teacher with the least seniority will be laid off first, the teacher with the next least seniority will be laid off second, etc.)

In the event that two or more teachers with professional teacher status have equal seniority and one or more must be laid off, the following criteria, applied in the order set forth below, will determine the order of lay-off:

- 1. The teacher with the least length of service as a department chairman, if the discipline has a department chairman, measured in years and days will be laid off first;
- 2. If a tie still exists and one or more remain(s) to be laid off, the teacher having taught the least variety of subjects in the discipline will be laid off first;
- 3. If a tie still exists and one or more remain(s) to be laid off, the teacher with the lowest degree level (not step) on the salary schedule will be laid off first;
- 4. If a tie still exists and one or more remain(s) to be laid off, the teacher with the least length of actual teaching experience in the discipline, measured in years and days will be laid off first;
- 5. If a tie still exists and one or more remain(s) to be laid off, the teacher holding the least number of certifications will be laid off first; and
- 6. If a tie still exists and one or more remain(s) to be laid off, by lot until all who must be laid off are laid off.



H. Nothing contained in this Article shall abridge or be deemed to abridge the right of the Committee not to employ for any given school year teachers without professional teacher status.

I. Recall:

1. The Committee will establish and maintain a recall list by discipline. A teacher who is laid off pursuant to the provisions of this Article will be placed on the recall list in each discipline in which, at the time of such lay-off, such teacher had been carried on the seniority list.
2. A laid off teacher shall be carried on the recall list until December 1 of second year following such lay-off, on which date such teacher shall be deemed to have resigned if not sooner recalled.
3. A teacher on the recall list who is recalled and who fails to report to work pursuant to such recall shall be deemed to have resigned as of the date such teacher is scheduled to report to work.
4. Recall of laid off teachers on the recall list shall take place by discipline as determined by the Committee and in inverse order of lay-off within each discipline (i.e., the teacher who was laid off last in the discipline shall be recalled first, the teacher who was laid off next to last in the same discipline shall be recalled second, etc.).
5. If a recall takes place in a discipline for which there are no laid off teachers on the recall list, and there is a laid off teacher on the recall list in another discipline who holds a certification in the discipline in which a recall is taking place, the Committee shall recall such teacher before going outside the recall list to fill the vacancy.
6. If a laid off teacher on the recall list is recalled and reports to work pursuant to such recall, the time spent by such teacher on the recall list shall not constitute a break in service but shall not be counted in determining length of service.
7. A laid off teacher on the recall list who is recalled and reports to work pursuant to such recall, shall, upon reporting, be restored to all rights, privileges and benefits which such teacher had at the time of lay-off.
8. The provisions of this Paragraph shall apply only to those teachers who were teachers with professional teacher status at the time of lay-off.

## ARTICLE XI

### VACANCIES

A. All vacancies in professional positions (as such term is hereinafter defined) caused by attrition or by the creation of a new professional position shall be filled pursuant to the following procedure:

1. The Superintendent or his/her agent shall send an e-mail to the [bmrseapresident@gmail.com](mailto:bmrseapresident@gmail.com) address regarding all Unit A vacancies. Such vacancies shall be publicized via the Internet, school website and by means of a notice from the Superintendent posted on the bulletin board in the Principals' Office at least fourteen (14) days in advance of the date of filling such vacancies, if possible.

2. Said notice of vacancy shall set forth the qualifications, requirements, duties and salary for the position.
3. Teachers who desire to apply for such vacancies shall file their application in writing with the Office of the Superintendent within the time limit specified by the notice.
4. Candidates from outside the system shall also be eligible to apply for such vacancies. In filling such vacancies, however, preference will be given to candidates from within the system over those from without the system in those instances, when in the sole and exclusive judgment of the appointing authority, candidates from both within and without the system are considered equally qualified to fill a vacancy. The judgment of the appointing authority in evaluating the relative qualifications of candidates and the decision of the appointing authority in filling vacancies shall not be the subject of a grievance under the terms of this Contract.

## ARTICLE XII

### TEACHER EVALUATION

- A. The professional standards and teacher evaluation process are set forth in Appendix C of this contract.
- B. Any complaints regarding a teacher made by any parent, student, teacher or other person, which may legally have a bearing on the teacher, shall be promptly brought to the attention of the teacher so as to give the teacher an opportunity to rectify the situation or answer such complaint.
- C. The Association recognizes and acknowledges the authority and responsibility of the administration for disciplining or reprimanding a teacher for delinquency of professional performance and the Committee recognizes and acknowledges the rights granted by law to teachers in connection with such proceedings.
- D. No material relative to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature and the date of review to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy. The Superintendent will also note on the file copy giving rise to the teacher's answer that the teacher did file an answer and the Superintendent will date and sign this notation.
- E. The Committee recognizes and acknowledges the rights granted to teachers by Section 42C of Chapter 71 of the General Laws of Massachusetts. The current practice with respect to access to, inspection and reproduction of items covered by said statute shall continue during the term of this Agreement.

## ARTICLE XIII

### RESIGNATION OF TEACHERS

- A. Whenever possible, notification of decision to resign must be presented at the Superintendent's Office at least thirty (30) days before the effective date of the resignation.

- B. Nothing contained in this Contract shall prevent a teacher and the appointing authority from terminating an individual contract by mutual agreement.

#### ARTICLE XIV

##### UNAUTHORIZED ABSENCES

- A. Unless specifically authorized or provided for by this Agreement, the absence of a teacher on a day when teacher attendance is required will be considered and treated as an unauthorized absence.
- B. For each day of unauthorized absence, there shall be deducted from a teacher's salary a sum equal to 1/184<sup>th</sup> of the teacher's annual salary.

#### ARTICLE XV

##### SICK LEAVE

- A. Employees covered by this Contract shall be granted sick leave for personal illness or other emergency at the rate of fourteen (14) working days per year (which for employees in their first year of service shall be earned concurrently with and proportionately during the school year), one of which shall be credited as of the first day of the school year (and for employees in their first year of service when so earned as herein set forth) to the sick leave bank set forth in Article XVI. (In the event that an employee in his/her first year of service should use more sick leave days than he/she has then earned and such additional days are deducted from his/her salary, such additional days shall be charged against any sick leave days which such employee thereafter earns during said school year and does not otherwise use, and such employee shall be reimbursed at the end of such school year for any such additional days which he/she has been able to restore to his/her credit as a result of said charge-back.)
- B. Any earned sick leave, exclusive of the day credited to the sick leave bank as provided in Paragraph A above, not used may be accumulated to a maximum of two hundred (200) days.
- C. An employee is entitled to use two (2) sick days per year divided into four (4) quarters for medical and dental appointments or illness of the employee or a family member/life partner.
- D. Employees absent due to personal illness for four (4) or more consecutive school days shall present a medical certificate to the Principal before returning to duty.
- E. Upon retirement from teaching in the Blackstone-Millville Regional School District and the Commonwealth of Massachusetts, all bargaining unit members will be entitled to be compensated for all accumulated unused sick days (over a minimum of one hundred (100) days to a maximum of one hundred and sixty (160) days) at the rate of eighty dollars (\$80.00) per day up to a maximum total amount of \$4,800.00.

Notwithstanding the above, no bargaining unit member shall be able to exceed the total for each year indicated above through a combination of this provision and the terminal compensation provided as a result of K-12 regionalization (refer to historical document, terminal compensation clause).

However, if compensation is given for unused personal days, an individual will receive compensation at the rate indicated above for accumulated unused personal days. This may mean

an individual may receive compensation for days beyond the maximum allowed (60 days) and therefore be entitled to monetary compensation that exceeds the maximum limits indicated above.

An employee must notify the School Committee by January 1 of the year prior to his/her retirement to be eligible for this provision.

In cases of unforeseen circumstances (health, family matters, etc.), the above requirement will be waived and notice shall be given as soon as possible.

- F. If an employee notifies the School Committee no more than three (3) school years prior to retirement on or before September 10th, he or she will become eligible for a sick leave incentive. After notifying the School Committee of intent to retire, an employee who uses no more than five (5) sick days in a given school year shall earn \$1,500 per qualifying school year. This benefit is available only for the three (3) school year period of notice of retirement.

If said employee rescinds his or her notice of retirement, he or she shall not be entitled to the incentive pay, and agrees to repay the District all incentives paid to date. The employee will receive the incentive pay in his or her final paycheck of the three (3) school years prior to retirement. The District reserves the right to adjust an employees pay, if the three (3) school years notice is rescinded.

If an employee declares 3 years in advance and an early retirement incentive is offered in year one or two the employee can select that incentive as follows:

1<sup>st</sup> year – Have not received any incentive may elect full early retirement incentive

2<sup>nd</sup> year – May elect full amount of early retirement incentive minus the \$1,500 already received in year one of declaration for retirement

3<sup>rd</sup> year – Not eligible for any early retirement incentive must stay in original plan for retirement.

## ARTICLE XVI

### SICK LEAVE BANK

- A. A sick leave bank is hereby established for the benefit of employees covered by this Agreement who have exhausted their annual and accumulated sick leave and who require additional sick leave days to recover from illness.
- B. The sick leave bank shall be administered by a joint committee consisting of the Superintendent of Schools who shall serve as its chairman, two (2) members of the Committee and two (2) members appointed by the Association. In addition, the President of the Association shall serve as an ex-officio non-voting member of this committee. Said committee shall meet at such times and places as the members thereof shall mutually agree upon. Said committee shall adopt such rules and regulations, not inconsistent with the provisions of this Article, as it deems desirable and appropriate for the governance and administration of the sick leave bank. The decisions of said committee on any matter pertaining to the sick leave bank may be the subject of a grievance under the terms of this Agreement but only, through and including, and not beyond, Level Three of the Grievance Procedure (Article III) with the decision of the Committee being final and binding upon the aggrieved employee.
- C. The employees covered by this Agreement shall contribute sick leave days to the sick leave bank as provided in Paragraph A of Article XV. No sick leave days shall be contributed by the Committee to the sick leave bank. The sick leave bank committee shall not allocate sick leave days to

employees covered by this Agreement beyond the number of sick leave days remaining and available in the sick leave bank at any given time. Sick leave days placed in the bank and unused at the end of a school year shall remain in the bank and shall accumulate from year to year.

When the accumulated days in the sick leave bank reach one thousand four hundred and fifty (1,450) days or above, employees will retain their fifteenth (15<sup>th</sup>) sick day until such time as the accumulated days fall below one thousand four hundred and fifty (1,450) days. This number will be determined as of September 1 each year.

D. Employees covered by this Agreement may be allocated sick leave days from the sick leave bank subject to the following rules and regulations and such additional rules and regulations as may be adopted by the sick leave bank committee pursuant to Paragraph B above:

1. No sick leave days shall be allocated to any employee covered by this Agreement unless said employee has served continuously in the Blackstone-Millville Regional School District system for a period of at least one (1) year (which period is hereby defined to mean the period from September 1 of a given year to and including August 31 of the year next following).
2. Applications for sick leave days shall be submitted in writing to the sick leave bank committee through the Superintendent of Schools and shall be accompanied by a doctor's certificate certifying the need for such additional sick leave days and the specific medical reasons therefore. The sick leave bank committee shall have the right to have the employee seeking such additional sick leave days examined by a doctor of its own choosing and the cost of said examination shall be paid for by the Blackstone-Millville Regional School District.

Sick days may be granted by the sick leave bank committee at a rate of one (1) to thirty (30) days at a time. At the end of a thirty day allocation an individual must reapply for additional days if needed.

3. Applications for sick leave days may be submitted by an employee covered by this Agreement prior to the date on which said employee exhausts all his/her annual and accumulated sick leave days, but said employee may not use any sick leave days allocated to him until and unless he/she first exhausts all his/her annual and accumulated sick leave days.

## ARTICLE XVII

### DEATH IN THE FAMILY

- A. When the death of a wife, husband, mother, father, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, child, grandchild, life partner or relative living in the same household, or someone who has acted in loco parentis, occurs in the family of an employee covered by this Contract, such employee shall be entitled to a leave of absence of up to five (5) work days, without loss of salary.
- B. When the death of an aunt, uncle, niece, nephew, sister-in-law or brother-in-law occurs in the family of an employee covered by this Contract, such employee shall be entitled to a leave of absence of two (2) work days, without loss of salary.
- C. In cases involving special or unusual circumstances, the Superintendent may grant additional days of absence without loss of pay upon the written request of an employee. Such requests shall set forth the special or unusual circumstances, and shall, if practicable, be submitted to the

Superintendent prior to the start of the additional days requested, but in no event later than three (3) calendar days following the termination of said additional days. The decision of the Superintendent with respect to such requests may be the subject of a grievance under the terms of this Agreement but only through and including, and not beyond, Level Three of the Grievance Procedure (Article III) with the decision of the Committee being final and binding upon the aggrieved employee.

## ARTICLE XVIII

### TEMPORARY LEAVES OF ABSENCE

- A. Each teacher shall be allowed four (4) personal days with pay each year. If a teacher does not use all four (4) personal days in a particular year, one (1) unused personal day shall be added to the four (4) personal days which such teacher shall be allowed in the next subsequent year, it being the understanding and agreement of the parties hereto that in any given year such teacher would be allowed a maximum of five (5) personal days with pay. Such personal days may not be taken:
1. prior to or immediately following a vacation or holiday;
  2. to enable a teacher to perform other employment;
  3. on the days on which parent-teacher conferences are scheduled, as provided in Section B of Article VI provided that the dates established for such parent-teacher conferences are made known to the teachers on the orientation day at the beginning of the school year; and
  4. during the first (5) and the last (5) teaching days of the school year except (i) in case of an emergency and upon the approval of the Superintendent of Schools; (ii) for the birth, marriage or graduation of immediate family members or life partners and upon the approval of the Superintendent of Schools; and (iii) for other events deemed appropriate by the Superintendent of Schools.

Unused personal days shall be credited to an individual's accumulated sick days.

Individual accumulated sick days credited as a result of unused personal days will be allowed to accumulate beyond the 200 day maximum.

Upon retirement from teaching in the Blackstone-Millville Regional School District and the Commonwealth of Massachusetts, all bargaining unit members entitled to be compensated for all unused sick days as directed in Article XV, Section E, will be allowed to receive compensation at the rate agreed to in said Article for all sick days accumulated beyond the agreed to maximum in said Article as a result of unused personal days being credited to an individual's sick day accumulation.

- B. Teachers may be granted the following temporary leaves of absence with pay each school year, if such leaves of absence are approved by the School Committee upon recommendation of the Superintendent.
1. Days for visiting other schools or attending meetings or conferences of an educational nature.
  2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.

- C. Teachers will be granted military leave for the purpose of fulfilling a military obligation under the provisions of Section 459 of Title 50 (App.) of the United States Code, provided such obligation cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between the regular salary they would otherwise have received and the compensation they receive from the Federal Government while fulfilling said military obligation, for a maximum period of seventeen (17) calendar days.

## ARTICLE XIX

### EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay will be granted to any teacher with at least one year's service in the District school system who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, up to a maximum of three (3) years.
- B. Other leaves of absence without pay may be granted at the discretion of the Committee.
- C. All benefits to which a teacher is entitled at the time of his/her leave of absence, including unused accumulated sick leave, will be restored to him/her upon his/her return.
- D. All requests for leaves and for extensions or renewals of leaves will be applied for in writing.
- E. The School Committee will make every effort to restore the teacher returning from leave to the same or an equivalent position.

## ARTICLE XX

### SABBATICAL LEAVE

- A. Any teacher who has served continuously in the Blackstone-Millville Regional School District system for a period of at least seven (7) years, may, at the discretion of the Committee, be granted sabbatical leave of absence not exceeding one (1) year for approved study and/or research considered by the Committee to be in the best interests of the school system. A teacher whose position in the school system of a member town of the District has been superseded by the establishment and operation of the District shall be given credit for prior continuous years of service in said system in determining such teacher's eligibility for sabbatical leave under this paragraph.
- B. Applications for sabbatical leave of absence shall be submitted in writing to the Superintendent of Schools not later than November 1 of the school year previous to the school year for which sabbatical leave of absence is requested. Such applications shall set forth in detail the program of study and/or research to be followed and the advantages which will accrue to the system upon return to service as a result of said study and/or research. Applicants shall also submit such additional information as may be required of them by the Superintendent of Schools.
- C. A teacher on sabbatical leave shall receive compensation equal to the difference between his/her salary and the total amount or amounts of any grants or financial assistance received or to be received from outside sources for the purposes of his/her sabbatical studies and/or research, provided, however, that in no event, shall the amount of salary to be paid to said teacher exceed one-half (1/2) the annual salary to which he/she would have been entitled had he/she remained in

the school system that year. In the event that a teacher is granted a sabbatical for one-half (1/2) of the school year, the same provisions regarding grants and financial assistance outlined above will prevail provided however, in no event shall the amount of salary exceed one-half (1/2) of the salary to which he/she would have been entitled had he/she remained in the school system for that half year. The term "grants or financial assistance" shall not include the cost of required tuition or book expense where such can be verified.

- D. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Blackstone-Millville Regional School District system for a period of at least two (2) years after the expiration of such leave. A teacher who defaults in completing this service shall repay to the Blackstone-Millville Regional School District an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered; provided, however, that the teacher shall be released from such payment if his/her failure to serve the two (2) years as stipulated be due to his/her illness, disability, or death, or if he/she be discharged from his/her position by the Committee.
- E. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system.
- F. Not more than one (1) member of the total professional staff from grades kindergarten through five (5) inclusive and not more than one (1) member of the total professional staff from grades six (6) through twelve (12) inclusive shall be granted leave during any one year. In the event that the number of applications received exceeds the maximum number of said staff who may be granted leave, the following factors will be taken into account in assigning leave:
  - 1. Educational value of the proposed study and/or research to the school system.
  - 2. Length of service in the Blackstone-Millville Regional School District system.
  - 3. Priority of application (date).

## ARTICLE XXI

### INSURANCE

- A. The Committee agrees that the District shall pay seventy-five percent (75%) of the premium for the following coverages:
  - 1. Individual or family coverage, whichever applies in a particular case, in HMO Blue New England Deductible, with plan year deductibles of \$1,000/\$2,000, as more fully set forth on ANNEX "A" attached hereto;
  - 2. Individual or family coverage, whichever applies in a particular case, in Blue Care Elect Deductible Plan, with plan year deductibles of \$1,000/\$2,500, as more fully set forth on ANNEX "B" attached hereto;
  - 3. Individual or family coverage, whichever applies in a particular case, in a dental plan which provides coverages and access to necessary dental services substantially comparable to those provided in the 1990-1993 Collective Bargaining Agreement; and
  - 4. Group term life insurance in the face amount of \$10,000.



- B. The Committee also agrees that the District shall pay one hundred percent (100%) of the premium for workers compensation coverage.
- C. Employees' contributions toward the insurance program premium set forth in this Article and employee contributions, if any, for disability insurance premiums, will be tax exempt under a pre-tax program to be implemented by the employer to the extent permitted by the Internal Revenue Code from time to time in effect.
- D. The employer will contribute fifty percent (50%) toward the cost of whatever health insurance plan (i.e., Individual or Family coverage) a retiree had subscribed to as of the December 1<sup>st</sup> immediately preceding his/her date of retirement.
- E. Mass General Law Chapter 32B, Section 9D was approved by the BMRSD School Committee in June of 2014. This allows spouses of deceased retired school personnel to keep their health insurance at an identical rate as per Article XXI, Section D of this contract.

## ARTICLE XXII

### USE OF SCHOOL FACILITIES

- A. Subject to the approval of the appropriate Principal, the Association may, upon request, use a school building without cost at reasonable times after school hours for business meetings of its members. Requests for such use shall be submitted in writing to the Principal at least two (2) school days prior to the date of the proposed meeting and shall state the date and time of the proposed meeting and the type of meeting to be held (i.e., whether general membership or committee). When approving a request for such use, the Principal shall also designate a specific room or location in the school building where the meeting shall take place.
- B. Any request by the Association to use the school buildings or any of its facilities for purposes other than business meetings of its members shall be submitted in accordance with and shall be subject to and governed by the policies, procedures and practices then in effect pertaining to the use of the school building and its facilities.
- C. In the event that any request by the Association to use the school building or any of its facilities becomes the subject of grievance under the terms of this Agreement, the grievance may be presented and processed through the grievance procedure in the name of the Association.

## ARTICLE XXIII

### DEDUCTIONS

- A. In accordance with and subject to the provisions of Section 17C and 17E of Chapter 180 of the General Laws of Massachusetts, the Committee agrees to deduct on payroll schedules from the individual salaries of the employees covered by this Agreement such amounts as may be authorized in writing by said employees, for the payment of dues to an association of teachers. Provided any such authorization is not withdrawn, said amounts shall be deducted in equal monthly installments from the first payroll schedule in the ten (10) successive months commencing in September of a particular year and ending in June of the year next following.

- B. In accordance with and subject to the provisions of Section 178B of Chapter 149 of the General Laws of Massachusetts, the Committee agrees to deduct from each payment of salary to an employee covered by this Agreement such amount or amounts as said employee may authorize in writing for purchasing shares of, or making deposits in, a teachers' credit union. Nothing herein shall require or obligate the Committee to make deductions for repaying loans from a teachers' association credit union.
- C. Employees may authorize the School Committee to deduct from their salary a contribution to Voice of Teachers for Education of an amount which the employee shall specify in writing. The Committee will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty (30) days.

**ARTICLE XXIV**

**DEPARTMENT HEADS**

- A. Teachers who serve as Department Heads for the areas of English, math, science, social studies and foreign language, for grades nine through twelve (9-12), shall receive the sums set forth below over and above their base salary for their services for the school year:

Base stipend of \$1,750 with \$100 additional for each department member evaluated by the Department Head.

Teachers who serve as Department Heads for the so-called "Clustered Departments":

- Guidance (guidance and adjustment counselors, nurse)
- Fine Arts and Technology (music/art, industrial technology, computers, business)
- Student services (special education, school psychologist)
- Wellness (PE, health, consumer science)

Base stipend of \$1,750 with an additional \$100 for each member of the "cluster" that the Department Head is qualified to evaluate and so evaluates. The building principal shall determine if the Department Head is qualified to evaluate a particular member of the cluster.

- B. The decision to create or continue the position of department head in a particular department or area or to change an established position shall be the prerogative of the-Superintendent or his/her designee. Appropriate job descriptions for each established position shall be formulated by the Superintendent or his/her designee.
- C. Department heads shall be relieved of their teaching duties on four (4) days during each school year, as determined by the building principal, for the purpose of evaluating the teachers in their respective departments. The building principal shall formulate appropriate procedures to implement the provisions of this paragraph.
- D. Department heads shall be given an opportunity to interview and recommend applicants for positions in their respective departments. In such instances, department heads shall make their recommendations to the building principal.
- E. Careful consideration will be given by the building principal to the recommendations of department heads who are requested to prepare departmental budgets. Department heads who are so requested will be afforded reasonable opportunity to discuss with the building principal any reductions and/or deletions made by him in said departmental budgets.

- F. Department heads who attend professional conferences in their subject field shall be reimbursed for their reasonable expenses incurred for lodging, meals and transportation in attending such professional conferences, provided that such attendance shall have been approved in writing in advance by the Superintendent of Schools.
- G. Department heads shall teach one (1) period less per day than the teachers in their respective departments and shall use such time to supervise their departments and to perform other departmental duties.

**ARTICLE XXIV-A**

**TEAM LEADER (GRADES 6-8)**

Team Leaders shall receive the sum of \$1,300.00 over and above their base salary.

**ARTICLE XXV**

**PROFESSIONAL DEVELOPMENT**

- A. The District will reimburse a bargaining unit member for courses taken by a bargaining unit member between July 1st and June 30th to a maximum of one thousand dollars (\$1,000) per year. The amount of any reimbursement, determined as above, shall be reduced by one half (1/2) of the total amount of any veterans' benefits received or to be received by the bargaining unit member from the Veterans Administration for the payment of tuition fees for such courses and by one-half (1/2) of the total amount of any financial aid in the nature of grants (as opposed to loans) received or to be received by the bargaining unit member from any source for the payment of tuition fees for such courses. The term "tuition fee(s)" shall mean the actual amount charged for tuition only and shall not include any other fees, however characterized, such as registration fees, library fees, college center fees, laboratory fees, late registration fees, change fees or graduation/placement fees.
- B. For a course to qualify for reimbursement, the following conditions must be satisfied:
  - 1. The course must be approved in writing in advance by the Superintendent of Schools or his/her designee.
  - 2. The course must be either part of a program of study and/or professional development plan leading to the conferring of a Master's Degree or a Doctorate Degree upon the bargaining unit member or part of a program of study approved in writing in advance by the Superintendent of Schools.
  - 3. The course must be taken at a college or university accredited by a regional or national accrediting association. RETELL (SEI endorsement) credits are also eligible for this reimbursement.
  - 4. The dates on and time of day at which the course is given must not conflict with the designated work year and work day of the bargaining unit member.

5. A grade of eighty (80) or an equivalent or higher grade must be obtained in the course provided, however, that a bargaining unit member enrolled in a program of study leading to the conferring of a Master's Degree or a Doctorate Degree upon the bargaining unit member may receive a grade of less than eighty (80), or an equivalent grade. A course in which grades are not given must be satisfactorily completed as determined by the college or university giving the course.
- C. Payment of course reimbursement shall be made to a bargaining unit member only after the bargaining unit member submits to the Superintendent of Schools evidence, satisfactory to the Superintendent of Schools, that the bargaining unit member has completed the course and that the tuition fee for such course has been paid in full.
  - D. Before receiving payment of course reimbursement, a bargaining unit member shall agree in writing with the District that if the bargaining unit member voluntarily leaves the District school system at any time prior to the end of the school year next following the date of completion of a course or courses for which the District reimbursed the bargaining unit member, the bargaining unit member shall repay to the District the amount of such reimbursement. In the event that the bargaining unit member fails to make such repayment to the District within sixty (60) days next following the date of submission of the bargaining unit member's notice of resignation or not later than the date on which the bargaining unit member's resignation becomes effective whichever first occurs, the Association shall pay to the District the amount which the bargaining unit member was obligated to repay and the District shall thereupon assign to the Association whatever rights it may have under its agreement with the bargaining unit member.

**ARTICLE XXVI**  
**NOTICES**

- A. Any and all notices required by this Agreement shall be in writing and sent as follows:

|                   |  |
|-------------------|--|
| To the Committee: | Superintendent of Schools<br>Blackstone-Millville Regional School District<br>175 Lincoln Street<br>Blackstone, MA 01504 |
|-------------------|--|

|                   |   |
|-------------------|---|
| To the President: | President<br>Blackstone-Millville Regional School District<br>Educators Association<br>PO Box 428<br>Blackstone, MA 01504 |
|-------------------|---|

- B. Either party may change its address at any time by giving written notice thereof (such written notice to be sent by registered mail, return receipt requested) to the other party, provided, however, that no change of address may be made effective sooner than five (5) days after receipt of same by the other party.

**ARTICLE XXVII**

**GENERAL**

- A. The Committee agrees to provide to the Association, within thirty (30) days after the date of execution of this Agreement, such number of copies of the Agreement as equal the number of

employees covered thereby. The cost of reproducing the Agreement shall be shared equally by the Committee and the Association.

- B. With the permission of the Superintendent, the President of the Association, or his/her designee, shall be allowed up to a maximum of three (3) full days, with pay, per school year, non-accumulative, to attend meetings, hearings, and other association business. Said days must be requested and submitted in writing in advance.
- C. Two (2) members chosen by the Association will each be granted one (1) day of leave, with pay, per school year, non-accumulative, to attend the annual convention of the Massachusetts Teachers Association. Notice of intent to utilize this leave provision shall be submitted to the Superintendent for approval at least seven (7) days in advance of the leave day.

## ARTICLE XXVIII

### CHAPTER 766, KINDERGARTEN SCREENING, ENRICHMENT, SECTION 504, EXTENDED CLASS SCHEDULE

#### Section A - 766 Activities/Kindergarten Screenings

Teachers shall participate in activities and functions pertaining to Chapter 766 and kindergarten screenings as determined by the Superintendent of Schools. Teachers shall be compensated at the rate of  $1/7^{\text{th}}$  of  $1/184^{\text{th}}$  of their basic salary for each hour (and proportionately for any fraction thereof of at least fifteen (15) minutes duration) of such participation outside the teacher work day.

#### Section B - Enrichment

The Association and the Committee agree that the position of teacher in the after school Enrichment Program approved by the Superintendent will be a paid position. Compensation will be based upon the teacher's hourly rate of pay computed as  $1/7^{\text{th}}$  of  $1/184^{\text{th}}$  of the appropriate salary step for each teacher so employed.

#### Section C - Section 504

Professional staff shall participate in activities and functions pertaining to Section 504, as determined by the Superintendent of Schools. An association member shall be compensated at the rate of  $1/7^{\text{th}}$  of  $1/184^{\text{th}}$  of the basic salary for each hour (and proportionately for any fraction thereof of at least fifteen (15) minutes duration) of such participation outside the professional staff work day.

#### Section D - Extended Class Schedule

The Association and the Committee agree to the concept of permissible class scheduling beyond the normal workday. This agreement is based on the shared interest of offering classes for academic credit which are unable to be offered to students during the regular school day. It is understood these classes to be higher level offerings and which would meet as those offered during the normal school day. Recommendation for the establishment of the class would be made by the principal to the Superintendent. The Superintendent would present the proposed class to the Committee. The Committee would need to approve the class prior to its inception.

In the event a class is scheduled for credit and held beyond the normal school day, the member of the Association teaching the class would be compensated at an hourly rate. This rate to be determined by first dividing the member's annual step based salary by one hundred and eighty-four (184) day work

days to obtain a daily rate. The daily rate will then be divided by seven (7) hours to determine an hourly rate of compensation.

The position will be posted in concert with the language in the collective bargaining agreement. The teacher will be selected by application.

## ARTICLE XXIX

### PARENTAL LEAVE

An employee who has been employed for at least 3 consecutive months as a full-time employee, shall be entitled to 8 weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child. The employee shall give at least 2 weeks' notice to the employer of the anticipated date of departure and the employee's intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual's control. The employee shall be restored to the employee's previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the employer to an employee on parental leave for the birth of a child. The parental leave may be with or without pay at the discretion of the employer. If the employer agrees to provide parental leave for longer than 8 weeks, the employer shall not deny the employee the rights under this section unless the employer clearly informs the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than 8 weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

The employer shall not be required to restore an employee on parental leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the employee's parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of the leave.

The parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible at the date of the leave or any other advantages or rights of employment incidental to the employment position; provided, however, that the parental leave shall not be included, when applicable, in the computation of the benefits, rights and advantages; and provided further, that the employer need not provide for the cost of any benefits, plans or programs during the parental leave unless the employer provides for such benefits, plans or programs to all employees who are on a leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

Unlike the Family Medical Leave Act (FMLA), the Massachusetts Parental Leave Act does not specifically address school employees who do not work during the summer months. We also have found no caselaw addressing this issue. However, the statute does provide that the leave is "for the purpose of" giving birth or placement of a child for adoption. In addition, the statute uses the term "weeks," not "work weeks." Until the time caselaw or the law changes, Blackstone-Millville Regional

School District would argue this language reveals the legislature's intent that the 8 week period is calculated inclusive, not exclusive, of summer months.

## ARTICLE XXX

### CHILD REARING LEAVE

Employees covered by this Agreement shall be allowed child rearing leave following the birth or adoption of a child. Such leave shall be without pay. Notice of intention to take such leave, and the desired duration thereof, shall be given to the Committee at least sixty (60) calendar days prior to the desired commencement thereof.

Child rearing leave shall not extend beyond the remainder of the school year during which the birth or adoption takes place and the next succeeding school year. Such leave may not be taken for a period of shorter duration than either the remainder of the school year during which the birth or adoption takes place or the remainder of the school year during which the birth or adoption takes place and the next succeeding school year.

An employee on child rearing leave, who so requests, may be permitted to return during the course of a school year only if all of the following conditions are met: 1) the request is occasioned by unusual and extraordinary circumstances (e.g., death of the child, death of a spouse) which were unforeseen by the employee at the time of giving notice of intention to take such leave; and 2) there is a position available in the District school system which the employee is qualified to fill by virtue of certification. Convenience of the employee shall, under no circumstances, be deemed unusual and extraordinary circumstances.

If both the mother and the father of the child are entitled to child rearing leave under the provisions of this Article, only one (1) may take such leave in a given school year. The terms and provisions of this Article shall not be changed or enlarged by virtue of both being entitled to such leave.

Upon his/her return from child rearing leave, an employee shall be restored to his/her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of commencement of such leave except that, if such employee has received salary for fifty percent (50%) or more of his/her work year in a school year with respect to which such employee was for a portion thereof on such leave, such employee shall be given credit for that school year for the purpose of placement on the salary schedule. Notwithstanding the foregoing, the Committee shall not be required to restore an employee on such leave to his/her previous, or a similar, position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave; provided, however, that such employee shall retain any preferential consideration for another position to which he/she may be entitled as of the date of commencement of such leave.

Child rearing leave shall not affect an employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which such employee was eligible at the date of commencement of such leave, and any other advantages or rights of his/her employment incident to his/her employment position; provided, however, that such leave shall not be included when applicable in the computation of such benefits, rights and advantages; and provide, further, that the Committee need not provide for the cost of any benefits, plans or programs during the period of such leave unless the Committee so provides for all employees on leave of absence.

## **ARTICLE XXXI**

### **AGENCY FEE**

As a condition of employment in accordance with Section 12 of Chapter 150E of the Massachusetts General Laws, each employee of the bargaining unit who chooses not to become a member of the Blackstone-Millville Regional School District Educators Association/Massachusetts Teachers Association and the National Education Association shall be required to pay an agency service fee assessment in the amount which complies with the rules and regulations established by the State Labor Relations Commission.

Information and provisions for rebate as outlined in Chapter 150E of the Massachusetts General Laws will be provided by the Association on request.

## **ARTICLE XXXII**

### **ADDITIONAL CLASS IN LIEU OF DAILY PREPARATION PERIOD**

Teachers with two (2) or more years of service in the District school system shall have the right, on a voluntary basis, to waive their daily preparation period for all or any part of a school year and, in lieu thereof, to teach an additional class equal in length to the period of any such waiver. Teachers who volunteer to teach an additional class will receive additional compensation equal to 1/7<sup>th</sup> of their daily rate of pay for the period of time such additional class is taught. A teacher's daily rate of pay shall be calculated by dividing the teacher's yearly salary by the number of days in the work year. Any additional class offerings approved by the Committee shall be in the nature of additional electives at the high school level and additional instruction in particular subjects at the middle school and elementary school levels. Any additional class offering approved by the Committee shall be filled pursuant to the procedure set forth in Article XI.





**APPENDIX A**

**Salary Schedule For Teachers**

**2016-2017**

| <b>Step</b> | <b>B</b> | <b>B+15</b> | <b>B+30</b> | <b>M</b> | <b>M+15</b> | <b>M+30</b> | <b>M+45 2M<br/>Cags</b> | <b>D</b> |
|-------------|----------|-------------|-------------|----------|-------------|-------------|-------------------------|----------|
| 1           | \$41,985 | \$43,320    | \$43,996    | \$45,007 | \$46,335    | \$47,662    | \$48,317                | \$50,371 |
| 2           | \$43,281 | \$44,614    | \$45,292    | \$46,303 | \$47,630    | \$48,957    | \$49,613                | \$51,666 |
| 3           | \$45,488 | \$46,824    | \$47,487    | \$48,511 | \$49,840    | \$51,188    | \$51,258                | \$53,925 |
| 4           | \$47,067 | \$48,514    | \$49,061    | \$50,081 | \$51,417    | \$52,745    | \$53,403                | \$55,396 |
| 5           | \$48,603 | \$49,934    | \$50,595    | \$51,618 | \$52,945    | \$54,301    | \$54,954                | \$57,034 |
| 6           | \$50,385 | \$51,716    | \$52,384    | \$53,503 | \$54,756    | \$56,075    | \$56,731                | \$58,800 |
| 7           | \$51,576 | \$53,264    | \$53,932    | \$54,584 | \$56,309    | \$57,639    | \$58,297                | \$60,367 |
| 8           | \$53,518 | \$54,842    | \$55,495    | \$56,511 | \$57,857    | \$59,190    | \$59,848                | \$61,909 |
| 9           | \$57,583 | \$59,047    | \$59,782    | \$60,520 | \$61,938    | \$62,746    | \$64,178                | \$66,463 |
| 10          | \$59,390 | \$60,666    | \$61,726    | \$62,463 | \$63,963    | \$64,932    | \$66,284                | \$68,298 |
| 11          | \$61,172 | \$62,503    | \$63,670    | \$64,299 | \$65,907    | \$67,145    | \$68,390                | \$70,026 |
| 12          | \$63,062 | \$64,339    | \$65,613    | \$66,242 | \$67,851    | \$69,333    | \$70,387                | \$71,753 |
| 13          | \$64,952 | \$66,498    | \$67,557    | \$68,079 | \$69,794    | \$71,600    | \$72,277                | \$73,428 |
| 14          | \$68,576 | \$70,157    | \$70,979    | \$71,769 | \$73,332    | \$74,897    | \$75,658                | \$78,037 |
| 15          | \$1,662  | \$1,678     | \$1,687     | \$1,672  | \$1,687     | \$1,703     | \$1,708                 | \$1,729  |
| 20          | \$3,324  | \$3,354     | \$3,373     | \$3,354  | \$3,374     | \$3,404     | \$3,417                 | \$3,459  |
| 30          | \$1,500  | \$1,500     | \$1,500     | \$1,500  | \$1,500     | \$1,500     | \$1,500                 | \$1,500  |

Credits earned in the B+15 and B+30 lanes which are not recognized by a college or university as fulfilling the requirements of a Master's Degree subsequently earned from such college or university may not be applied to the M +15, M+30 or M+45 lanes.

**APPENDIX A**

**Salary Schedule For Teachers**

**2017-2018**

| <b>Step</b> | <b>B</b> | <b>B+15</b> | <b>B+30</b> | <b>M</b> | <b>M+15</b> | <b>M+30</b> | <b>M+45 2M<br/>Cags</b> | <b>D</b> |
|-------------|----------|-------------|-------------|----------|-------------|-------------|-------------------------|----------|
| 1           | \$43,244 | \$44,619    | \$45,316    | \$46,357 | \$47,725    | \$49,092    | \$49,767                | \$51,882 |
| 2           | \$44,579 | \$45,953    | \$46,651    | \$47,692 | \$49,059    | \$50,426    | \$51,101                | \$53,216 |
| 3           | \$46,853 | \$48,229    | \$48,912    | \$49,966 | \$51,335    | \$52,724    | \$52,796                | \$55,542 |
| 4           | \$48,479 | \$49,969    | \$50,533    | \$51,583 | \$52,959    | \$54,328    | \$55,006                | \$57,058 |
| 5           | \$50,061 | \$51,432    | \$52,112    | \$53,167 | \$54,533    | \$55,930    | \$56,602                | \$58,745 |
| 6           | \$51,896 | \$53,268    | \$53,955    | \$55,108 | \$56,399    | \$57,758    | \$58,433                | \$60,564 |
| 7           | \$53,124 | \$54,862    | \$55,550    | \$56,221 | \$57,998    | \$59,368    | \$60,046                | \$62,178 |
| 8           | \$55,123 | \$56,488    | \$57,160    | \$58,206 | \$59,593    | \$60,966    | \$61,644                | \$63,766 |
| 9           | \$59,311 | \$60,818    | \$61,576    | \$62,335 | \$63,796    | \$64,628    | \$66,104                | \$68,457 |
| 10          | \$61,171 | \$62,486    | \$63,578    | \$64,337 | \$65,882    | \$66,880    | \$68,272                | \$70,347 |
| 11          | \$63,007 | \$64,379    | \$65,581    | \$66,228 | \$67,884    | \$69,159    | \$70,442                | \$72,126 |
| 12          | \$64,954 | \$66,269    | \$67,581    | \$68,230 | \$69,887    | \$71,413    | \$72,499                | \$73,905 |
| 13          | \$66,900 | \$68,493    | \$69,583    | \$70,121 | \$71,888    | \$73,748    | \$74,445                | \$75,631 |
| 14          | \$70,634 | \$72,262    | \$73,109    | \$73,922 | \$75,532    | \$77,144    | \$77,927                | \$80,378 |
| 15          | \$1,712  | \$1,728     | \$1,738     | \$1,722  | \$1,738     | \$1,754     | \$1,759                 | \$1,781  |
| 20          | \$3,424  | \$3,454     | \$3,474     | \$3,455  | \$3,474     | \$3,506     | \$3,519                 | \$3,563  |
| 30          | \$1,500  | \$1,500     | \$1,500     | \$1,500  | \$1,500     | \$1,500     | \$1,500                 | \$1,500  |

Credits earned in the B+15 and B+30 lanes which are not recognized by a college or university as fulfilling the requirements of a Master's Degree subsequently earned from such college or university may not be applied to the M +15, M+30 or M+45 lanes.

**APPENDIX A**

**Salary Schedule For Teachers**

**2018-2019**

| <b>Step</b> | <b>B</b> | <b>B+15</b> | <b>B+30</b> | <b>M</b> | <b>M+15</b> | <b>M+30</b> | <b>M+45 2M<br/>Cags</b> | <b>D</b> |
|-------------|----------|-------------|-------------|----------|-------------|-------------|-------------------------|----------|
| 1           | \$44,542 | \$45,958    | \$46,676    | \$47,748 | \$49,156    | \$50,565    | \$51,260                | \$53,439 |
| 2           | \$45,916 | \$47,331    | \$48,050    | \$49,122 | \$50,531    | \$51,938    | \$52,634                | \$54,812 |
| 3           | \$48,258 | \$49,675    | \$50,379    | \$51,465 | \$52,875    | \$54,305    | \$54,380                | \$57,209 |
| 4           | \$49,933 | \$51,469    | \$52,049    | \$53,131 | \$54,548    | \$55,957    | \$56,656                | \$58,770 |
| 5           | \$51,563 | \$52,975    | \$53,676    | \$54,762 | \$56,169    | \$57,607    | \$58,300                | \$60,508 |
| 6           | \$53,453 | \$54,866    | \$55,574    | \$56,762 | \$58,090    | \$59,490    | \$60,186                | \$62,381 |
| 7           | \$54,717 | \$56,508    | \$57,216    | \$57,908 | \$59,738    | \$61,149    | \$61,847                | \$64,044 |
| 8           | \$56,777 | \$58,182    | \$58,875    | \$59,952 | \$61,381    | \$62,795    | \$63,493                | \$65,679 |
| 9           | \$61,090 | \$62,643    | \$63,423    | \$64,205 | \$65,710    | \$66,567    | \$68,087                | \$70,510 |
| 10          | \$63,007 | \$64,361    | \$65,485    | \$66,267 | \$67,858    | \$68,887    | \$70,320                | \$72,458 |
| 11          | \$64,897 | \$66,310    | \$67,548    | \$68,215 | \$69,920    | \$71,234    | \$72,555                | \$74,290 |
| 12          | \$66,902 | \$68,257    | \$69,609    | \$70,277 | \$71,983    | \$73,556    | \$74,674                | \$76,123 |
| 13          | \$68,907 | \$70,548    | \$71,671    | \$72,225 | \$74,044    | \$75,961    | \$76,679                | \$77,899 |
| 14          | \$72,753 | \$74,430    | \$75,302    | \$76,140 | \$77,798    | \$79,459    | \$80,265                | \$82,789 |
| 15          | \$1,763  | \$1,780     | \$1,790     | \$1,773  | \$1,790     | \$1,807     | \$1,812                 | \$1,834  |
| 20          | \$3,527  | \$3,558     | \$3,578     | \$3,559  | \$3,578     | \$3,611     | \$3,625                 | \$3,670  |
| 30          | \$1,500  | \$1,500     | \$1,500     | \$1,500  | \$1,500     | \$1,500     | \$1,500                 | \$1,500  |

Credits earned in the B+15 and B+30 lanes which are not recognized by a college or university as fulfilling the requirements of a Master's Degree subsequently earned from such college or university may not be applied to the M +15, M+30 or M+45 lanes.

| <b>Appendix B</b>          | <b>STEP 1</b>    | <b>STEP 2</b>    | <b>STEP 3</b>    |
|----------------------------|------------------|------------------|------------------|
| <b>Athletics</b>           | <b>2016-2017</b> | <b>2016-2017</b> | <b>2016-2017</b> |
| Athletic Director          | 4,611            | 5,424            | 5,732            |
| Varsity Baseball           | 3,103            | 3,746            | 4,041            |
| Varsity Basketball         | 3,103            | 3,746            | 4,041            |
| Varsity Cross Country      | 3,103            | 3,746            | 4,041            |
| Varsity Field Hockey       | 3,103            | 3,746            | 4,041            |
| Varsity Football           | 3,103            | 3,746            | 4,041            |
| Varsity Hockey             | 3,103            | 3,746            | 4,041            |
| Varsity Soccer             | 3,103            | 3,746            | 4,041            |
| Varsity Softball           | 3,103            | 3,746            | 4,041            |
| Varsity Tennis             | 3,103            | 3,746            | 4,041            |
| Varsity Track              | 3,103            | 3,746            | 4,041            |
| Varsity Indoor Track       | 3,103            | 3,746            | 4,041            |
| Varsity Volleyball         | 3,103            | 3,746            | 4,041            |
| JV Baseball                | 2,166            | 2,725            | 3,031            |
| JV Basketball              | 2,166            | 2,725            | 3,031            |
| JV Field Hockey            | 2,166            | 2,725            | 3,031            |
| JV Volleyball              | 2,166            | 2,725            | 3,031            |
| JV Hockey                  | 2,166            | 2,725            | 3,031            |
| JV Soccer                  | 2,166            | 2,725            | 3,031            |
| JV Softball                | 2,166            | 2,725            | 3,031            |
| Assistant Football         | 2,166            | 2,725            | 3,031            |
| Assistant Track            | 2,166            | 2,725            | 3,031            |
| Fall Cheerleader Advisor   | 1,443            | 1,917            | 2,310            |
| Winter Cheerleader Advisor | 1,949            | 2,422            | 2,670            |
| Middle School Basketball   | 1,804            | 2,345            | 2,670            |

| <b>Athletics</b>      | <b>2017-2018</b> | <b>2017-2018</b> | <b>2017-2018</b> |
|-----------------------|------------------|------------------|------------------|
| Athletic Director     | 4,750            | 5,587            | 5,904            |
| Varsity Baseball      | 3,196            | 3,859            | 4,162            |
| Varsity Basketball    | 3,196            | 3,859            | 4,162            |
| Varsity Cross Country | 3,196            | 3,859            | 4,162            |
| Varsity Field Hockey  | 3,196            | 3,859            | 4,162            |
| Varsity Football      | 3,196            | 3,859            | 4,162            |
| Varsity Hockey        | 3,196            | 3,859            | 4,162            |

|                            |       |       |       |
|----------------------------|-------|-------|-------|
| Varsity Soccer             | 3,196 | 3,859 | 4,162 |
| Varsity Softball           | 3,196 | 3,859 | 4,162 |
| Varsity Tennis             | 3,196 | 3,859 | 4,162 |
| Varsity Track              | 3,196 | 3,859 | 4,162 |
| Varsity Indoor Track       | 3,196 | 3,859 | 4,162 |
| Varsity Volleyball         | 3,196 | 3,859 | 4,162 |
| JV Baseball                | 2,231 | 2,806 | 3,122 |
| JV Basketball              | 2,231 | 2,806 | 3,122 |
| JV Field Hockey            | 2,231 | 2,806 | 3,122 |
| JV Volleyball              | 2,231 | 2,806 | 3,122 |
| JV Hockey                  | 2,231 | 2,806 | 3,122 |
| JV Soccer                  | 2,231 | 2,806 | 3,122 |
| JV Softball                | 2,231 | 2,806 | 3,122 |
| Assistant Football         | 2,231 | 2,806 | 3,122 |
| Assistant Track            | 2,231 | 2,806 | 3,122 |
| Fall Cheerleader Advisor   | 1,487 | 1,974 | 2,379 |
| Winter Cheerleader Advisor | 2,007 | 2,495 | 2,750 |
| Middle School Basketball   | 1,858 | 2,415 | 2,750 |

| <b>Athletics</b>      | <b>2018-2019</b> | <b>2018-2019</b> | <b>2018-2019</b> |
|-----------------------|------------------|------------------|------------------|
| Athletic Director     | 4,892            | 5,754            | 6,081            |
| Varsity Baseball      | 3,292            | 3,974            | 4,287            |
| Varsity Basketball    | 3,292            | 3,974            | 4,287            |
| Varsity Cross Country | 3,292            | 3,974            | 4,287            |
| Varsity Field Hockey  | 3,292            | 3,974            | 4,287            |
| Varsity Football      | 3,292            | 3,974            | 4,287            |
| Varsity Hockey        | 3,292            | 3,974            | 4,287            |
| Varsity Soccer        | 3,292            | 3,974            | 4,287            |
| Varsity Softball      | 3,292            | 3,974            | 4,287            |
| Varsity Tennis        | 3,292            | 3,974            | 4,287            |
| Varsity Track         | 3,292            | 3,974            | 4,287            |
| Varsity Indoor Track  | 3,292            | 3,974            | 4,287            |
| Varsity Volleyball    | 3,292            | 3,974            | 4,287            |
| JV Baseball           | 2,298            | 2,891            | 3,215            |
| JV Basketball         | 2,298            | 2,891            | 3,215            |
| JV Field Hockey       | 2,298            | 2,891            | 3,215            |
| JV Volleyball         | 2,298            | 2,891            | 3,215            |
| JV Hockey             | 2,298            | 2,891            | 3,215            |

|                            |       |       |       |
|----------------------------|-------|-------|-------|
| JV Soccer                  | 2,298 | 2,891 | 3,215 |
| JV Softball                | 2,298 | 2,891 | 3,215 |
| Assistant Football         | 2,298 | 2,891 | 3,215 |
| Assistant Track            | 2,298 | 2,891 | 3,215 |
| Fall Cheerleader Advisor   | 1,531 | 2,033 | 2,450 |
| Winter Cheerleader Advisor | 2,067 | 2,569 | 2,832 |
| Middle School Basketball   | 1,914 | 2,488 | 2,832 |

All athletic programs are based on MIAA scheduling and guidelines. The stipend for any athletic program not meeting these requirements will be negotiated at a lesser amount.

| <b>District-Wide</b>                 | <b>2016-2017</b> | <b>2016-2017</b> | <b>2016-2017</b> |
|--------------------------------------|------------------|------------------|------------------|
| 504 Plan Coordinator – Elementary    | 4,460            | 4,460            | 4,460            |
| 504 Plan Coordinator – MS            | 2,229            | 2,229            | 2,229            |
| 504 Plan Coordinator – HS            | 2,229            | 2,229            | 2,229            |
| AED Program Coordinator              | 1,167            | 1,167            | 1,167            |
| <b>High School</b>                   |                  |                  |                  |
| Central Detention                    | 3,428            | 3,878            | 4,331            |
| National Honor Society               | 1,733            | 2,215            | 2,711            |
| Student Council                      | 1,733            | 2,215            | 2,711            |
| Yearbook                             | 2,166            | 2,598            | 3,031            |
| Newspaper – Minimum 7 issues         | 1,733            | 2,215            | 2,711            |
| <b>Class Advisors</b>                |                  |                  |                  |
| Senior Class                         | 1,733            | 2,166            | 2,598            |
| Junior Class                         | 1,586            | 2,021            | 2,453            |
| Sophomore Class                      | 1,443            | 1,877            | 2,310            |
| Freshmen Class                       | 1,154            | 1,586            | 2,021            |
| <b>Clubs - Grades 9-12</b>           |                  |                  |                  |
| Clubs (not listed below)             | 1,443            | 1,917            | 2,310            |
| Art Club                             | 1,443            | 1,917            | 2,310            |
| Chess Club                           | 1,443            | 1,917            | 2,310            |
| Future Business Leaders              | 1,443            | 1,917            | 2,310            |
| Literary Magazine - Minimum 3 issues | 1,443            | 1,917            | 2,310            |
| Math Club                            | 1,443            | 1,917            | 2,310            |
| SADD                                 | 1,443            | 1,917            | 2,310            |
| Science Team/Club                    | 1,443            | 1,917            | 2,310            |
| Spanish Club                         | 1,443            | 1,917            | 2,310            |
| Theater                              | 1,443            | 1,917            | 2,310            |

|                                      |                  |                  |                  |
|--------------------------------------|------------------|------------------|------------------|
| Asst. Theater                        | 1,298            | 1,371            | 1,443            |
| <b>District-Wide</b>                 | <b>2017-2018</b> | <b>2017-2018</b> | <b>2017-2018</b> |
| 504 Plan Coordinator – Elementary    | 4,593            | 4,593            | 4,593            |
| 504 Plan Coordinator – MS            | 2,296            | 2,296            | 2,296            |
| 504 Plan Coordinator – HS            | 2,296            | 2,296            | 2,296            |
| AED Program Coordinator              | 1,202            | 1,202            | 1,202            |
| <b>High School</b>                   |                  |                  |                  |
| Central Detention                    | 3,531            | 3,995            | 4,461            |
| National Honor Society               | 1,785            | 2,281            | 2,793            |
| Student Council                      | 1,785            | 2,281            | 2,793            |
| Yearbook                             | 2,231            | 2,676            | 3,122            |
| Newspaper – Minimum 7 issues         | 1,785            | 2,281            | 2,793            |
| <b>Class Advisors</b>                |                  |                  |                  |
| Senior Class                         | 1,785            | 2,231            | 2,676            |
| Junior Class                         | 1,634            | 2,082            | 2,526            |
| Sophomore Class                      | 1,487            | 1,933            | 2,379            |
| Freshmen Class                       | 1,188            | 1,634            | 2,082            |
| <b>Clubs - Grades 9-12</b>           |                  |                  |                  |
| Clubs (not listed below)             | 1,487            | 1,974            | 2,379            |
| Art Club                             | 1,487            | 1,974            | 2,379            |
| Chess Club                           | 1,487            | 1,974            | 2,379            |
| Future Business Leaders              | 1,487            | 1,974            | 2,379            |
| Literary Magazine - Minimum 3 issues | 1,487            | 1,974            | 2,379            |
| Math Club                            | 1,487            | 1,974            | 2,379            |
| SADD                                 | 1,487            | 1,974            | 2,379            |
| Science Team/Club                    | 1,487            | 1,974            | 2,379            |
| Spanish Club                         | 1,487            | 1,974            | 2,379            |
| Theater                              | 1,487            | 1,974            | 2,379            |
| Asst. Theater                        | 1,337            | 1,412            | 1,487            |
| <b>District-Wide</b>                 | <b>2018-2019</b> | <b>2018-2019</b> | <b>2018-2019</b> |
| 504 Plan Coordinator – Elementary    | 4,731            | 4,731            | 4,731            |
| 504 Plan Coordinator – MS            | 2,365            | 2,365            | 2,365            |
| 504 Plan Coordinator – HS            | 2,365            | 2,365            | 2,365            |
| AED Program Coordinator              | 1,238            | 1,238            | 1,238            |
| <b>High School</b>                   |                  |                  |                  |
| Central Detention                    | 3,637            | 4,115            | 4,595            |



|                                      |       |       |       |
|--------------------------------------|-------|-------|-------|
| National Honor Society               | 1,838 | 2,350 | 2,877 |
| Student Council                      | 1,838 | 2,350 | 2,877 |
| Yearbook                             | 2,298 | 2,756 | 3,215 |
| Newspaper – Minimum 7 issues         | 1,838 | 2,350 | 2,877 |
| <b>Class Advisors</b>                |       |       |       |
| Senior Class                         | 1,838 | 2,298 | 2,756 |
| Junior Class                         | 1,683 | 2,144 | 2,602 |
| Sophomore Class                      | 1,531 | 1,991 | 2,450 |
| Freshmen Class                       | 1,224 | 1,683 | 2,144 |
| <b>Clubs - Grades 9-12</b>           |       |       |       |
| Clubs (not listed below)             | 1,531 | 2,033 | 2,450 |
| Art Club                             | 1,531 | 2,033 | 2,450 |
| Chess Club                           | 1,531 | 2,033 | 2,450 |
| Future Business Leaders              | 1,531 | 2,033 | 2,450 |
| Literary Magazine - Minimum 3 issues | 1,531 | 2,033 | 2,450 |
| Math Club                            | 1,531 | 2,033 | 2,450 |
| SADD                                 | 1,531 | 2,033 | 2,450 |
| Science Team/Club                    | 1,531 | 2,033 | 2,450 |
| Spanish Club                         | 1,531 | 2,033 | 2,450 |
| Theater                              | 1,531 | 2,033 | 2,450 |
| Asst. Theater                        | 1,377 | 1,454 | 1,531 |

Meeting Criteria for Clubs: Meet a minimum of 30 times per school year; each meeting shall be for a minimum of 1 hour; and each Club shall have a minimum of 10 students.

New Clubs: Any new Clubs will be funded at the Club stipend for grades 9-12.

Stipend applies when a major production is performed. If it is a minor production, the stipend will be half this amount.

This position will only be in effect if there is a major production.

| <b>Other - High School</b> | <b>2016-2017</b> | <b>2016-2017</b> | <b>2016-2017</b> |
|----------------------------|------------------|------------------|------------------|
| Fitness Center Director    | 1,443            | 1,917            | 2,310            |
| Job Shadow                 | 1,167            | 1,167            | 1,167            |
| Science Fair               | 934              | 934              | 934              |
| School to Career           | 1,733            | 2,166            | 2,598            |
| Focus Clubs                | 385              | 385              | 385              |

|                            |                  |                  |                  |
|----------------------------|------------------|------------------|------------------|
| Advisory Program Director  | 1,702            | 1,702            | 1,702            |
| Curriculum Lead Teacher    | 1,587            | 1,587            | 1,587            |
| <b>Other - High School</b> | <b>2017-2018</b> | <b>2017-2018</b> | <b>2017-2018</b> |
| Fitness Center Director    | 1,487            | 1,974            | 2,379            |
| Job Shadow                 | 1,202            | 1,202            | 1,202            |
| Science Fair               | 962              | 962              | 962              |
| School to Career           | 1,785            | 2,231            | 2,676            |
| Focus Clubs                | 385              | 385              | 385              |
| Advisory Program Director  | 1,753            | 1,753            | 1,753            |
| Curriculum Lead Teacher    | 1,635            | 1,635            | 1,635            |
| <b>Other - High School</b> | <b>2018-2019</b> | <b>2018-2019</b> | <b>2018-2019</b> |
| Fitness Center Director    | 1,531            | 2,033            | 2,450            |
| Job Shadow                 | 1,238            | 1,238            | 1,238            |
| Science Fair               | 990              | 990              | 990              |
| School to Career           | 1,838            | 2,298            | 2,756            |
| Focus Clubs                | 385              | 385              | 385              |
| Advisory Program Director  | 1,806            | 1,806            | 1,806            |
| Curriculum Lead Teacher    | 1,684            | 1,684            | 1,684            |

Fitness Center will be open from the first week of October through the last week of May for a minimum of 3 days per week and for at least 1 1/2 hours each day that the Fitness Center is open.

Focus Clubs are ad hoc clubs of limited duration which provide focused instruction in specific areas. Meeting criteria for Focus Clubs: Meet a minimum of 6 times per school year; each meeting shall be for a minimum of 1 hour; and each Focus Club shall have a minimum of 10 students.

| <b>Middle School</b>                 | <b>2016-2017</b> | <b>2016-2017</b> | <b>2016-2017</b> |
|--------------------------------------|------------------|------------------|------------------|
| Student Council                      | 1,733            | 2,116            | 2,310            |
| Central Detention                    | 3,428            | 3,878            | 4,331            |
| Yearbook                             | 1,733            | 2,116            | 2,310            |
| <b>Clubs - Grades 6-8</b>            |                  |                  |                  |
| Clubs (not listed below)             | 1,443            | 1,586            | 1,733            |
| Literary Magazine - Minimum 3 issues | 1,443            | 1,586            | 1,733            |
| Newspaper - Minimum 7 issues         | 1,443            | 1,586            | 1,733            |
| National Junior Honor Society        | 1,443            | 1,586            | 1,733            |
| Theater                              | 1,443            | 1,586            | 1,733            |

Meeting Criteria for Clubs: Meet a minimum of 30 times per school year; each meeting shall be for a minimum of 1 hour; and each Club shall have a minimum of 10 students.

New Clubs: Any new Clubs will be funded at the Club stipend for grades 6-8, unless funded by the PTO.

|                                      |                  |                  |                  |
|--------------------------------------|------------------|------------------|------------------|
| <b>Other - Middle School</b>         |                  |                  |                  |
| Science Fair                         | 817              | 817              | 817              |
| Spelling Bee                         | 467              | 467              | 467              |
| Focus Clubs                          | 385              | 385              | 385              |
| Curriculum Lead Teacher              | 1,587            | 1,587            | 1,587            |
| <b>Middle School</b>                 | <b>2017-2018</b> | <b>2017-2018</b> | <b>2017-2018</b> |
| Student Council                      | 1,785            | 2,179            | 2,379            |
| Central Detention                    | 3,531            | 3,995            | 4,461            |
| Yearbook                             | 1,785            | 2,179            | 2,379            |
| <b>Clubs - Grades 6-8</b>            |                  |                  |                  |
| Clubs (not listed below)             | 1,487            | 1,634            | 1,785            |
| Literary Magazine - Minimum 3 issues | 1,487            | 1,634            | 1,785            |
| Newspaper - Minimum 7 issues         | 1,487            | 1,634            | 1,785            |
| National Junior Honor Society        | 1,487            | 1,634            | 1,785            |
| Theater                              | 1,487            | 1,634            | 1,785            |
| <b>Other - Middle School</b>         |                  |                  |                  |
| Science Fair                         | 841              | 841              | 841              |
| Spelling Bee                         | 481              | 481              | 481              |
| Focus Clubs                          | 385              | 385              | 385              |
| Curriculum Lead Teacher              | 1,635            | 1,635            | 1,635            |
|                                      |                  |                  |                  |
| <b>Middle School</b>                 | <b>2018-2019</b> | <b>2018-2019</b> | <b>2018-2019</b> |
| Student Council                      | 1,838            | 2,245            | 2,450            |
| Central Detention                    | 3,637            | 4,115            | 4,595            |
| Yearbook                             | 1,838            | 2,245            | 2,450            |
| <b>Clubs - Grades 6-8</b>            |                  |                  |                  |
| Clubs (not listed below)             | 1,531            | 1,683            | 1,838            |
| Literary Magazine - Minimum 3 issues | 1,531            | 1,683            | 1,838            |
| Newspaper - Minimum 7 issues         | 1,531            | 1,683            | 1,838            |
| National Junior Honor Society        | 1,531            | 1,683            | 1,838            |
| Theater                              | 1,531            | 1,683            | 1,838            |
| <b>Other - Middle School</b>         |                  |                  |                  |

|                         |       |       |       |
|-------------------------|-------|-------|-------|
| Science Fair            | 867   | 867   | 867   |
| Spelling Bee            | 495   | 495   | 495   |
| Focus Clubs             | 385   | 385   | 385   |
| Curriculum Lead Teacher | 1,684 | 1,684 | 1,684 |

Focus Clubs are ad hoc clubs of limited duration which provide focused instruction in specific areas. Meeting criteria for Focus Clubs: Meet a minimum of 6 times per school year; each meeting shall be for a minimum of 1 hour; and each Focus Club shall have a minimum of 10 students.

| <b>Elementary - Clubs</b>                | <b>2016-2017</b> | <b>2016-2017</b> | <b>2016-2017</b> |
|--|------------------|------------------|------------------|
| Clubs (not listed below)                 |                  |                  |                  |
| Acts of Kindness Club                    | 1,298            | 1,370            | 1,442            |
| Chess Club                               | 1,298            | 1,370            | 1,442            |
| Computer Club                            | 1,298            | 1,370            | 1,442            |
| Literary Magazine - Minimum 3 issues     | 1,298            | 1,370            | 1,442            |
| Math Club                                | 1,298            | 1,370            | 1,442            |
| Newspaper - Minimum 3 issues             | 1,298            | 1,370            | 1,442            |
| Science Club                             | 1,298            | 1,370            | 1,442            |
| Scrabble Club                            | 1,298            | 1,370            | 1,442            |
| Theater Director - Minimum 1 performance | 1,298            | 1,370            | 1,442            |
| Yearbook                                 | 1,298            | 1,370            | 1,442            |

Meeting Criteria for Clubs: Meet a minimum of 18 times per school year; each meeting shall be for a minimum of 1 hour; and each Club shall have a minimum of 10 students.

New Clubs: Any new Clubs will be funded at the Club stipend for grades 1-5, unless funded by the PTOs.

| <b>Other - Elementary</b>       |                  |                  |                  |
|---------------------------------|------------------|------------------|------------------|
| Director - Enrichment Program   | 1,167            | 1,167            | 1,167            |
| Math Olympiad                   | 700              | 700              | 700              |
| Running Club - Minimum 24 hours | 1,731            | 1,828            | 1,925            |
| Science Fair                    | 700              | 700              | 700              |
| Substitute Principal            | 1,968            | 2,623            | 3,280            |
| Focus Clubs                     | 385              | 385              | 385              |
| Curriculum Lead Teacher         | 1,587            | 1,587            | 1,587            |
| <b>Elementary - Clubs</b>       | <b>2017-2018</b> | <b>2017-2018</b> | <b>2017-2018</b> |
| Clubs (not listed below)        |                  |                  |                  |
| Acts of Kindness Club           | 1,337            | 1,411            | 1,485            |
| Chess Club                      | 1,337            | 1,411            | 1,485            |

|  |                  |                  |                  |
|--|------------------|------------------|------------------|
| Computer Club                            | 1,337            | 1,411            | 1,485            |
| Literary Magazine - Minimum 3 issues     | 1,337            | 1,411            | 1,485            |
| Math Club                                | 1,337            | 1,411            | 1,485            |
| Newspaper - Minimum 3 issues             | 1,337            | 1,411            | 1,485            |
| Science Club                             | 1,337            | 1,411            | 1,485            |
| Scrabble Club                            | 1,337            | 1,411            | 1,485            |
| Theater Director - Minimum 1 performance | 1,337            | 1,411            | 1,485            |
| Yearbook                                 | 1,337            | 1,411            | 1,485            |
| <b>Other – Elementary</b>                |                  |                  |                  |
| Director - Enrichment Program            | 1,202            | 1,202            | 1,202            |
| Math Olympiad                            | 721              | 721              | 721              |
| Running Club - Minimum 24 hours          | 1,783            | 1,883            | 1,983            |
| Science Fair                             | 721              | 721              | 721              |
| Substitute Principal                     | 2,027            | 2,702            | 3,378            |
| Focus Clubs                              | 385              | 385              | 385              |
| Curriculum Lead Teacher                  | 1,635            | 1,635            | 1,635            |
| <b>Elementary - Clubs</b>                | <b>2018-2019</b> | <b>2018-2019</b> | <b>2018-2019</b> |
| Clubs (not listed below)                 |                  |                  |                  |
| Acts of Kindness Club                    | 1,377            | 1,453            | 1,530            |
| Chess Club                               | 1,377            | 1,453            | 1,530            |
| Computer Club                            | 1,377            | 1,453            | 1,530            |
| Literary Magazine - Minimum 3 issues     | 1,377            | 1,453            | 1,530            |
| Math Club                                | 1,377            | 1,453            | 1,530            |
| Newspaper - Minimum 3 issues             | 1,377            | 1,453            | 1,530            |
| Science Club                             | 1,377            | 1,453            | 1,530            |
| Scrabble Club                            | 1,377            | 1,453            | 1,530            |
| Theater Director - Minimum 1 performance | 1,377            | 1,453            | 1,530            |
| Yearbook                                 | 1,377            | 1,453            | 1,530            |
| <b>Other – Elementary</b>                |                  |                  |                  |
| Director - Enrichment Program            | 1,238            | 1,238            | 1,238            |
| Math Olympiad                            | 742              | 742              | 742              |
| Running Club - Minimum 24 hours          | 1,836            | 1,939            | 2,042            |
| Science Fair                             | 742              | 742              | 742              |
| Substitute Principal                     | 2,088            | 2,783            | 3,479            |
| Focus Clubs                              | 385              | 385              | 385              |

|                         |       |       |       |
|-------------------------|-------|-------|-------|
| Curriculum Lead Teacher | 1,684 | 1,684 | 1,684 |
|-------------------------|-------|-------|-------|

Focus Clubs are ad hoc clubs of limited duration which provide focused instruction in specific areas. Meeting criteria for Focus Clubs: Meet a minimum of 6 times per school year; each meeting shall be for a minimum of 1 hour; and each Focus Club shall have a minimum of 10 students.

Two (2) club positions allocated as follows: One (1) for the Millville Elementary School and one (1) for the John F. Kennedy Elementary School/Augustine F. Maloney Elementary School Complex.

| <b>Music - High School</b>              | <b>2016-2017</b> | <b>2016-2017</b> | <b>2016-2017</b> |
|---|------------------|------------------|------------------|
| Director- Instrumental Music            | 4,611            | 5,424            | 5,732            |
| Director - Sr. High Wind Ensemble       | 2,171            | 2,598            | 3,030            |
| Director - Sr. High Concert Band        | 1,732            | 2,171            | 2,598            |
| Director - Sr. High Chorus              | 1,732            | 2,171            | 2,598            |
| Director - Sr. High Jazz                | 3,103            | 3,572            | 4,042            |
| Director - Sr. High Marching Band       | 3,501            | 3,934            | 4,368            |
| Assistant - Sr. High Marching Band      | 2,382            | 2,815            | 3,248            |
| Instructor - Sr. High Color Guard       | 2,527            | 2,959            | 3,393            |
| Assistant - Sr. High Color Guard        | 1,877            | 2,309            | 2,742            |
| Director - Sr. High Percussion Ensemble | 1,968            | 2,166            | 2,363            |
| Instructor - Sr. High Winter Guard      | 1,968            | 2,166            | 2,363            |
| Assistant - Sr. High Winter Guard       | 1,968            | 2,166            | 2,363            |
| Director - Sr. High Flute Choir         | 1,443            | 1,917            | 2,310            |
| Director - Sr. High Clarinet Choir      | 1,443            | 1,917            | 2,310            |
| Director - Sr. High Sax Choir           | 1,443            | 1,917            | 2,310            |
| Director - Sr. High Brass Choir         | 1,443            | 1,917            | 2,310            |
| <b>Music - Middle School</b>            | <b>2016-2017</b> | <b>2016-2017</b> | <b>2016-2017</b> |
| Director - MS Wind Ensemble             | 1,586            | 2,021            | 2,453            |
| Director - MS Concert Band              | 1,443            | 1,877            | 2,310            |
| Director - MS Jazz                      | 2,331            | 2,742            | 3,177            |
| Director - MS Marching Band             | 1,733            | 2,166            | 2,598            |
| Instructor - MS Color Guard             | 1,298            | 1,659            | 2,021            |
| Director - MS Flute Choir               | 1,443            | 1,917            | 2,310            |
| Director - MS Clarinet Choir            | 1,443            | 1,917            | 2,310            |
| Director - MS Sax Choir                 | 1,443            | 1,917            | 2,310            |
| Director - MS Brass Choir               | 1,443            | 1,917            | 2,310            |
| <b>Music - High School</b>              | <b>2017-2018</b> | <b>2017-2018</b> | <b>2017-2018</b> |

|   |                  |                  |                  |
|---|------------------|------------------|------------------|
| Director- Instrumental Music            | 4,750            | 5,587            | 5,904            |
| Director - Senior High Wind Ensemble    | 2,237            | 2,676            | 3,121            |
| Director - Sr. High Concert Band        | 1,784            | 2,237            | 2,676            |
| Director - Sr. High Chorus              | 1,784            | 2,237            | 2,676            |
| Director - Sr. High Jazz                | 3,196            | 3,859            | 4,162            |
| Director - Sr. High Marching Band       | 3,606            | 4,052            | 4,499            |
| Assistant - Sr. High Marching Band      | 2,453            | 2,899            | 3,345            |
| Instructor - Sr. High Color Guard       | 2,603            | 3,048            | 3,495            |
| Assistant - Sr. High Color Guard        | 1,933            | 2,379            | 2,825            |
| Director - Sr. High Percussion Ensemble | 2,027            | 2,231            | 2,434            |
| Instructor - Sr. High Winter Guard      | 2,027            | 2,231            | 2,434            |
| Assistant - Sr. High Winter Guard       | 2,027            | 2,231            | 2,434            |
| Director - Sr. High Flute Choir         | 1,487            | 1,974            | 2,379            |
| Director - Sr. High Clarinet Choir      | 1,487            | 1,974            | 2,379            |
| Director - Sr. High Sax Choir           | 1,487            | 1,974            | 2,379            |
| Director - Sr. High Brass Choir         | 1,487            | 1,974            | 2,379            |
| <b>Music - Middle School</b>            | <b>2017-2018</b> | <b>2017-2018</b> | <b>2017-2018</b> |
| Director - MS Wind Ensemble             | 1,634            | 2,082            | 2,526            |
| Director - MS Concert Band              | 1,487            | 1,933            | 2,379            |
| Director - MS Jazz                      | 2,400            | 2,825            | 3,272            |
| Director - MS Marching Band             | 1,785            | 2,231            | 2,676            |
| Instructor - MS Color Guard             | 1,337            | 1,709            | 2,082            |
| Director - MS Flute Choir               | 1,487            | 1,974            | 2,379            |
| Director - MS Clarinet Choir            | 1,487            | 1,974            | 2,379            |
| Director - MS Sax Choir                 | 1,487            | 1,974            | 2,379            |
| Director - MS Brass Choir               | 1,487            | 1,974            | 2,379            |
| <b>Music - High School</b>              | <b>2018-2019</b> | <b>2018-2019</b> | <b>2018-2019</b> |
| Director- Instrumental Music            | 4,892            | 5,754            | 6,081            |
| Director - Senior High Wind Ensemble    | 2,304            | 2,756            | 3,125            |
| Director - Sr. High Concert Band        | 1,837            | 2,304            | 2,756            |
| Director - Sr. High Chorus              | 1,837            | 2,304            | 2,756            |
| Director - Sr. High Jazz                | 3,292            | 3,974            | 4,287            |
| Director - Sr. High Marching Band       | 3,714            | 4,174            | 4,634            |
| Assistant - Sr. High Marching Band      | 2,453            | 2,986            | 3,446            |

|   |                  |                  |                  |
|---|------------------|------------------|------------------|
| Instructor - Sr. High Color Guard       | 2,681            | 3,139            | 3,600            |
| Assistant - Sr. High Color Guard        | 1,991            | 2,450            | 2,909            |
| Director - Sr. High Percussion Ensemble | 2,088            | 2,298            | 2,507            |
| Instructor - Sr. High Winter Guard      | 2,088            | 2,298            | 2,507            |
| Assistant - Sr. High Winter Guard       | 2,088            | 2,298            | 2,507            |
| Director - Sr. High Flute Choir         | 1,531            | 2,033            | 2,450            |
| Director - Sr. High Clarinet Choir      | 1,531            | 2,033            | 2,450            |
| Director - Sr. High Sax Choir           | 1,531            | 2,033            | 2,450            |
| Director - Sr. High Brass Choir         | 1,531            | 2,033            | 2,450            |
| <b>Music - Middle School</b>            | <b>2018-2019</b> | <b>2018-2019</b> | <b>2018-2019</b> |
| Director - MS Wind Ensemble             | 1,683            | 2,144            | 2,602            |
| Director - MS Concert Band              | 1,531            | 1,991            | 2,450            |
| Director - MS Jazz                      | 2,472            | 2,909            | 3,371            |
| Director - MS Marching Band             | 1,838            | 2,298            | 2,756            |
| Instructor - MS Color Guard             | 1,377            | 1,760            | 2,144            |
| Director - MS Flute Choir               | 1,531            | 2,033            | 2,450            |
| Director - MS Clarinet Choir            | 1,531            | 2,033            | 2,450            |
| Director - MS Sax Choir                 | 1,531            | 2,033            | 2,450            |
| Director - MS Brass Choir               | 1,531            | 2,033            | 2,450            |

### END NOTES

#### HIGH SCHOOL CLASS ADVISORS

Once a high school class advisor reaches Step 3 in a particular school year, he/she shall remain at Step 3 for all consecutive school years subsequent thereto during which he/she serves as a high school class advisor.

#### ELEMENTARY FOCUS CLUBS

Focus Clubs at the Elementary level that are funded from the District's operational budget (as opposed to funding received by the District from sources other than the member towns of the District) shall be offered equally to the member towns of the District (e.g. if Focus Clubs are to be funded from the District's operational budget, 2 shall be offered to Blackstone and 1 shall be offered to Millville)



## **BMRSD Teacher and Caseload Educator Contract Language**

### **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) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, but not less than 10

minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are locally bargained and comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of for a realistic time period sufficient to achieve the goals outlines in the Improvement Plan, but at least 90 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative

evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).

- J) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.
- T) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but not less than 10 minutes; by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The Association and the Committee are parties to this agreement.
- V) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- W) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)

- AA) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- CC) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) **Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed

pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years 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 as bargained by the parties 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, but not less than 10 minutes.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

6) **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 15th or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:



- (1st) At least one goal directly related to improving the Educator's own professional practice.
- (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders will provide educators with assessment data analysis and copies of the school and/or district goals.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 15<sup>th</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

7) **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 parties agree to bargain over the impact of this regulatory requirement (see Section 22) after guidance has been issued by ESE.
  - C) Educator Plan Development Meetings shall be conducted as follows:
    - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
    - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school.
    - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
  - D) The Evaluator completes the Educator Plan by October 15<sup>th</sup>. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 8) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
    - i) The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B, below. This observation will be the 1<sup>st</sup> observation and be a full period/class observation.
    - ii) The Educator shall have at least three (3) unannounced observations during the school year.
  - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least four (4) observations during the school year.

9) **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 two (2) unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two (2) unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one (1) announced and three (3) unannounced observations.

10) **Evidence/Artifacts**

- A) All evidence is kept at BMR and it is not sent to DESE
- B) Electronic format for evidence documentation is preferred, but hard copy is an acceptable way to document evidence
- C) Three to four pieces of quality evidence is sufficient to show progress toward meeting a goal. At a minimum, teachers and staff will provide two pieces of evidence for each of the following: student goals, professional goals, standard 3 and standard 4
- D) If additional evidence, specific documents, etc. are requested by an evaluator, it will be presented within [*two school days*] 48 hours of the request
- E) Evidence may address more than one goal or standard
- F) Evidence for meeting standards 1 and 2 is shown during classroom and other formal and informal observations
- G) Documenting evidence on TeachPoint will be accompanied by a description or brief explanation of how the evidence meets or supports the goal or standard

11) **Observations**

The Evaluator's first observation of the Educator should take place by December 1st. Observations required by the Educator Plan should be completed by May 1st. The Evaluator may conduct additional observations after this date. An educator may request additional observations beyond the minimum per year. 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, but not less than 10 minutes. Instructional Rounds, Walkthroughs, and Learning Walks may occur, but are non-evaluative collaborative observation protocols designed to assess overall school culture.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) 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
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is

different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled by mutual agreement if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date of February 1<sup>st</sup> 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.
- G) The Educator shall sign the Formative Assessment 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.
- H) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- I) 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 of June 1<sup>st</sup> – June 15<sup>th</sup> for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator’s performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator’s school mailbox or home by June 1<sup>st</sup> – June 15<sup>th</sup> .
- 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.
- G) The Educator shall sign the Formative Evaluation 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 NPTS Educators on a one year Educator Plan, the summative report must be written and provided to the educator between May 15<sup>th</sup> – June 1<sup>st</sup> . For PTS Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator between May 1<sup>st</sup> – June 15<sup>th</sup> .
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator’s professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, (see section A above), the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June 1<sup>st</sup> for NPTS Educators or June 15<sup>th</sup> for PTS Educators.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 25th.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur at a mutually agreeable time.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.



- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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

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

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

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

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

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

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

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 for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but no fewer than 90 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

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

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

20. Educator Evaluation Forms / Timeline . The following dates are subject to change by mutual agreement between the parties.

|    | Form Description  | Created by   | Shared with  | Due Date  |
|----|---|--|--|---|
| 1  | Self Assessment   | Teacher – signs then shares with evaluator(s)<br><br>Can be done with team | Evaluator – signs but doesn't comment                                | October 15  |
| 2A | Goal Setting Form   | Teacher – shares with evaluator(s)<br><br>Can be done with team            | Evaluator notes approval of goals as is or records suggested changes | October 15  |
| 2B | Educator Plan Form  | Teacher – signs then shares with evaluator                                 | Educator signs to acknowledge receipt                                | October 15  |
| 3A | Evaluator Record of Evidence (optional)                           | Evaluator – shares with teacher, no signature                              | Educator – receives and reviews                                      |   |
| 3B | Educator Collection of Evidence                                   | Teacher – signs then shares with evaluator(s)                              | Educator signs to acknowledge receipt                                | January 15<br><b>One Year Plans significant progress in evidence collection</b><br>May 1<br>All evidence in for non-professional status and those on one-year plans<br>May 15<br><b>For</b> educators with professional status) |
| 4A | Formative Assessment Report (non professional and one-year plans) | Evaluator – signs and shares with teacher                                  | Educator signs to acknowledge receipt                                | February 1  |
| 4B | Formative Evaluation Report (two year plan)                       | Evaluator – signs and shares with teacher                                  | Educator signs to acknowledge receipt                                | June 1 – June 15  |
| 5  | Summative Evaluation Report                                       | Evaluator – signs and shares with teacher                                  | Educator signs to acknowledge receipt                                | May 1 – June 15 (prof staff)<br>May 15 – June 1 for non professional/one year plan  |
| 6  | Educator Response   | Teacher – signs then shares with evaluator(s)                              | Evaluator – signs but doesn't comment                                |   |

A) **Educators on One or Two Year Plans**

Refer to timeline chart. All dates are placeholders. The parties may decide alternatives.

B) **Educators on Plans of Less than One Year**

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

**21. Career Advancement**

The Educator should achieve ratings of proficient or exemplary on Performance Standard 1 & 2 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 performance standard 1 & 2 and overall on the most recent evaluation shall confer with the superintendent.

**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**

All Educators will develop or select an age and developmentally appropriate student feedback form or survey. The Educator will administer it to their students annually and inform students they can remain anonymous. The Educator will collect, analyze and reflect on the student feedback. The Educator will consider the feedback in developing their Educator Plan for the following year or cycle.

**24. Using Staff feedback in Administrator Evaluation**

All Educators will have the opportunity to anonymously complete a staff feedback form or survey as part of the Administrator Evaluation.

**25. Transition from Existing Evaluation System**

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its

equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

## **26. General Provisions**

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

**TYPE AND LENGTH OF EDUCATOR PLAN FOR EXPERIENCED EDUCATORS<sup>A</sup>**

| RATING            | EVIDENCE SUCH AS THAT LISTED BELOW:   | MUST BE USED TO JUDGE EDUCATOR'S PRACTICE   | RESULTING IN FORMATIVE & SUMMATIVE PERFORMANCE RATINGS  |
|-------------------|---|---|---|
| Exemplary         | <ul style="list-style-type: none"> <li>Self-assessment</li> <li>Unannounced observations*</li> <li>Announced observations</li> <li>Educator work products*</li> <li>Team, grade, school meetings</li> <li>School, district committees</li> <li>Professional development participation and products</li> </ul>   | <ul style="list-style-type: none"> <li>Professional Practice Goal</li> <li>Standard 1: Curriculum, Planning and Assessment OR Instructional Leadership</li> <li>Standard 2: Teaching All Students OR Management &amp; Operations</li> <li>Standard 3: Family and Community Engagement</li> <li>Standard 4: Professional Culture</li> <li>Student Learning Goal</li> </ul> | <p><b>ONE-YEAR SELF-DIRECTED PLAN</b></p> <ul style="list-style-type: none"> <li>Goals set by educator with evaluator approval.</li> <li>Plan activities are primarily implemented with colleagues, which could include peer observation if negotiated.</li> <li>Formative evaluation at end of Year 1</li> <li>Summative evaluation at end of Year 2</li> </ul>  |
| Proficient        | <ul style="list-style-type: none"> <li>Student learning goals determined by educator &amp; evaluator*</li> <li>District, school, classroom based assessments</li> <li>Student portfolios, projects, performance tasks</li> </ul>  | <ul style="list-style-type: none"> <li>Student Learning Goal</li> </ul>   | <p><b>TWO-YEAR SELF-DIRECTED PLAN</b></p> <ul style="list-style-type: none"> <li>Goals set by educator with evaluator approval.</li> <li>Plan activities are primarily implemented with colleagues, which could include peer observation if negotiated.</li> <li>Formative evaluation at end of Year 1</li> <li>Summative evaluation at end of Year 2</li> </ul>  |
| Needs Improvement | <ul style="list-style-type: none"> <li>Student work samples</li> <li>District, school, classroom based assessments</li> <li>Student portfolios, projects, performance tasks</li> </ul>  | <ul style="list-style-type: none"> <li>Student Learning Goal</li> </ul>   | <p><b>DIRECTED PLAN – UP TO ONE YEAR</b></p> <ul style="list-style-type: none"> <li>Goals determined by evaluator with educator input, but must address areas of low performance and/or low outcomes.</li> <li>Plan activities designed by evaluator with educator input, but must focus on improving identified areas of underperformance related to the four standards, student learning outcomes, or both.</li> <li>Formative assessment at least mid cycle.</li> <li>Summative evaluation at end of Plan. If sufficient progress is made, educator is rated Proficient. If progress is insufficient, educator is rated Unsatisfactory.</li> </ul>   |
| Unsatisfactory    | <ul style="list-style-type: none"> <li>Self-Assessment*</li> <li>School-home communications</li> <li>School-community communications</li> <li>Student surveys (2013)*</li> <li>Staff surveys (2013)*</li> <li>Family engagement</li> <li>Professional development</li> <li>* Required by regulations</li> </ul> | <ul style="list-style-type: none"> <li>Student Learning Goal</li> </ul>   | <p><b>UP TO 12-MONTH IMPROVEMENT PLAN</b></p> <ul style="list-style-type: none"> <li>Goals determined by the evaluator with educator input and must address areas of low performance and/or low outcomes.</li> <li>Plan activities designed by evaluator with educator input and must focus on improving identified areas of underperformance related to the standards, student learning outcomes, or both.</li> <li>Formative assessment at least mid cycle through the plan.</li> <li>Summative evaluation at end of Plan. If sufficient progress, educator returns to regular evaluation cycle. Educator may be dismissed if not met with insufficient progress on improvement goals.</li> </ul> |

LOW MODERATE HIGH

**TRENDS OF MULTIPLE MEASURES OF STUDENT LEARNING OUTCOMES.<sup>B</sup>**

- MULTIPLE MEASURES MUST INCLUDE AT LEAST
  - District-determined pre/post assessment comparable across grades and subjects – may be district-developed or district-adopted.
  - MCAS Student Growth Percentile, and MEPA gain scores if applicable.

**IMPLEMENTATION TIMELINE**

- For 2011-12: All 34 Level 4 schools and identified "early adopter" districts
- For 2012-13: All Race to the Top districts
- For 2013-14: All other districts

**RESULTING IN FORMATIVE & SUMMATIVE PERFORMANCE RATINGS**

**MUST BE USED TO JUDGE EDUCATOR'S PRACTICE**

**EVIDENCE SUCH AS THAT LISTED BELOW:**

- Professional Practice Goal
- Standard 1: Curriculum, Planning and Assessment OR Instructional Leadership
- Standard 2: Teaching All Students OR Management & Operations
- Standard 3: Family and Community Engagement
- Standard 4: Professional Culture
- Student Learning Goal
- Student work samples
- District, school, classroom based assessments
- Student portfolios, projects, performance tasks
- Self-Assessment\*
- School-home communications
- School-community communications
- Student surveys (2013)\*
- Staff surveys (2013)\*
- Family engagement
- Professional development
- \* Required by regulations

**Developing Educator Plan**

- Educators without PTS or administrators in first 3 years
- PTS educators in a substantially new position
- One-year plan
- Some elements as the experienced educator plans

**A** All educators will have an Educator Plan, the type and length determined by the overall summative rating and trends/patterns in student learning outcomes. All Educator Plans must have a professional practice goal and a student learning goal.

**B** At least 2-year trends using multiple measures of student learning outcomes will be used as a guide to determine if a low summative rating and trends/patterns in student learning outcomes from DESE related to this element of the evaluation framework is expected in July 2012. Implementation by Sept. 2013.

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800311 Massachusetts Teachers Association  
Designed by: Josée Ferry