



AGREEMENT

Between

NORTH MIDDLESEX REGIONAL SCHOOL
DISTRICT SCHOOL COMMITTEE

and

NORTH MIDDLESEX REGIONAL SCHOOL
DISTRICT
TEACHERS ASSOCIATION

September 1, 2018 - June 30, 2021

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This Agreement is made and entered into effect September 1, 2018 by and between the North Middlesex Regional School District Committee, hereinafter referred to as the Committee, and the North Middlesex Regional School District Teachers Association, hereinafter referred to as the Association.

WITNESSETH

WHEREAS, the parties have entered into a collective bargaining agreement effective July 1, 2018, which Agreement was to continue in full force and effect until June 30, 2021; and

WHEREAS, the parties have been engaged in collective bargaining negotiations concerning an extension of said Agreement and have arrived at agreement and wish to extend said Agreement on the following terms.

NOW, THEREFORE, the parties each in consideration that the other joins herein, agree that said Agreement is amended as follows:

ARTICLE 1-RECOGNITION AND SCOPE

- A. For the purposes of collective bargaining with respect to salaries, wages, hours and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising hereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following employees of the North Middlesex Regional School District:
1. Full time and regular part-time professional teachers
 2. Title One Teachers
 3. Tutors
 4. School Psychologists
 5. School Counselors
 6. School Adjustment Counselors
 7. Speech and Language Pathologists
 8. Occupational Therapists
- B. Excluding the following:
1. Superintendent
 2. Associate Superintendent
 3. Assistant Superintendent
 4. Principals
 5. Assistant Principals
 6. Director of Special Education
 7. Athletic Director
 8. Dean of Students
 9. Associate Principal
 10. Substitute Teachers
 11. Directors and Coordinators of the District
 12. All Other Employees

The teachers and other employees shall jointly be referred to as the Association or employees and shall include Title 1 and other Tutors whose terms and conditions are set forth in Article 15. All regular part-time employees shall have their benefits prorated.

Recognizing that our prime purpose is to provide education of the highest quality for the children of the North Middlesex Regional School District, and that good morale within the teaching staff of the District is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

1. Under the Law of Massachusetts, the Committee, elected by the citizens of Ashby, Townsend, and Pepperell, Massachusetts, is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts. In the event that any part or provision of this Contract is in conflict with any law or by-law, such law or by-law shall prevail so long as such conflict exists.

2. The Superintendent of Schools of the North Middlesex Regional School District, hereinafter referred to as the "Superintendent," has the responsibility of carrying out the policies so established.
3. The teaching staff of the public schools of the North Middlesex Regional School District has the responsibility for providing in the classrooms of the schools, education of the highest possible quality.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.
5. To give effect to these declarations, the provisions of this Contract are hereby adopted.
6. For the purposes of collective bargaining with the respect to the salaries, wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all teaching employees and other employees of the Committee as described above.

ARTICLE 2-DURATION

- A. This Contract shall continue in effect to and including June 30, 2021, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the October 1 next prior to the expiration of the Contract herein involved, either the Committee or the Association shall have given the other written notice of its intent to modify or terminate this Contract.
- B. If after a one hundred twenty (120) day period of time from the first meeting of the Committee and the Association, and during which negotiations are taking place for either a successor agreement or pursuant to a re-opening of the agreement as above provided, the Committee and the Association fail to reach agreement, either may petition the State Department of Labor Relations to initiate mediation in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

ARTICLE 3-GRIEVANCE PROCEDURE

A. Definitions:

1. A “grievance” is an alleged violation of a specific provision of this Agreement and/or the interpretation, meaning, or application of any of the provisions of the Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. A “grievant” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person whom might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Rules

1. Every effort shall be made by the professional staff member and his/her immediate superior to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
2. Failure at any level of this procedure to appeal the grievance to the next level by filing a proper written statement within the specific time limits shall be deemed to be acceptance of the decision rendered at the level, and a waiver of the complaint and the right to proceed further under the grievance procedure.
3. No reprisal of any kind shall be taken by any party to Agreement or by the Administration against any party in interest any witness, any member of the NMRSDDTA, or any other participant in the grievance procedure by reason of such participation.
4. A grievance that affects or may affect a group or class of professional staff members from more than one building or department, or is of a general nature, may be submitted in writing by the Professional Rights and Responsibilities Committee of the NMRSDDTA to the Superintendent directly and the processing of such grievance shall be commenced at Level Two of the grievance procedure.
5. Each written statement of a grievance beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to that applicable provisions of the Agreement alleged to have been violated, misinterpreted, or inequitably applied, the date when the grievance occurred and the dates of all prior written presentations and shall be signed by the professional staff member and by the Chairperson of the Professional Rights and Responsibilities Committee.
6. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

7. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
8. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limited to the aggrieved professional staff member(s) and the Chairperson of the Professional Rights and Responsibilities Committee shall permit the aggrieved party or parties to proceed to the next level.
9. Grievances already in progress at the close of school in June shall continue to be processed over the summer. During this summer processing of grievances all time limits shall be increased by five (5) school days, with school days construed to mean business days.

D. Grievance Procedure

1. Since it is important that grievances be processed as rapidly as possible, the grievance or complaint shall be filed within ten (10) school days after the event on which the grievance is based or within ten (10) school days from the date the grievant was aware of or reasonably should have been aware of the event on which the grievance is based, but not to exceed sixty (60) school days from the event on which the grievance is based.
2. Nothing herein contained shall be construed as limiting the rights of any teacher (s) having a grievance / complaint to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without any further intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.
3. Pursuit of an informal resolution will not extend any of the timelines set forth in the formal procedure.

E. Informal Procedure

1. The grievant(s) shall discuss the grievance with the Association's Building Representative.
2. If not disposed of to the grievant satisfaction by such discussion, the grievance will be presented orally to the appropriate immediate supervisor of the employee, either directly or through the Association's Building Representative or Professional Rights and Responsibilities Officer with the objective of resolving the matter informally.
3. All decisions at this level shall be mutually agreed upon in a timely manner (see Level 1) and reported in writing by the building representative to the immediate supervisor within five (5) school days.

F. Formal Procedure Levels

1. Level 1 Principal: If the grievance is not settled by such discussion, or in the event that no decision is rendered at the end of five (5) school days, the employee may, within five (5) school days thereafter, request that a grievance be presented by a

member of the Professional Rights and Responsibilities Committee of the Association in writing to his/her Building Principal stating how the clause(s) or article(s) of this Agreement have been violated. The principal has five (5) school days to meet with the grievant. Following this meeting, the principal has ten (10) school days to render a decision.

2. Level 2 Superintendent: In the event that the grievance is not disposed of to the satisfaction of the grievant at Level One, or in the event that no decision is rendered within ten (10) school days after initial presentation of the grievance, the grievant may, within five (5) school days thereafter, submit the grievance in writing to the Superintendent of Schools (with a copy to the Principal). The Superintendent or other Central Office Administrator shall meet with the aggrieved person and representatives of the NMRSDDTA within five (5) school days after receipt of the dispute in an effort to settle the grievance. The Superintendent shall give his/her written answer to the grievant with a copy to the PR&R chairperson within ten (10) school days of the Level Two meeting.
3. Level 3 School Committee: In the event that the grievance shall not have been satisfactorily disposed of at Level 2 or in the event that no decision has been rendered within ten (10) school days after meeting with the Superintendent, the employee may within five (5) school days thereafter, notify the said President and PR&R Chairman, in writing, of the employee's desire to have the grievance presented to the School Committee. Within five (5) school days following receipt of any such notice, the PR&R Chairman, said President, and employee shall meet to decide whether or not the Association shall present the grievance to the School Committee. If the decision is made to present the grievance to the School Committee, the grievance shall be presented in writing by the Association to the Chairperson of the School Committee within five (5) school days. The School Committee shall determine as its next regularly scheduled meeting whether the grievance presents an issue within its jurisdiction. If so, within ten (10) school days of such a meeting, a subcommittee of the School Committee will meet with the PR&R Chairperson, said President and the employee in an effort to settle the grievance. The ultimate decision on the grievance will be rendered by the School Committee at its next scheduled meeting. If the Committee determines the grievance does not present an issue within its jurisdiction, the Association may, within fifteen (15) calendar days of notification of same, file for arbitration as provided in Level 4.
4. Level 4 arbitration: if the grievance or dispute is not resolved at the end of Level 3 and it involves the claimed violation of an arbitral provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within fifteen (15) calendar days of the District's final answer in a preceding step. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be within the District unless otherwise agreed to by the parties involved. The arbitrator shall not have the

authority to add to, subtract from, modify, change or alter any the provisions of this Agreement. The award shall be final and binding on the School District, the Association and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not able to be arbitrated under this Agreement.

G. Waiver of Grievance

1. If at the end of ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented as in the procedure set forth in Section E, 2 or Section F, 1 above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore by the said Section.

ARTICLE 4-MANAGEMENT RIGHTS AND EMPLOYEE RIGHTS

- A. This Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representative of the citizens of the North Middlesex Regional School District charged with the responsibility for quality education in, and the efficient and economical operation of, the district School System, it is acknowledged that the Committee has the final responsibility of establishing the education policies of the public schools of said District.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth of the rules and regulations of any agencies of the Commonwealth except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement.

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the District retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law.

B. Employees shall have, and shall be protected in the exercise of the right to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful associations and concerted activities for the purpose of collective bargaining or other mutual aid or protection.

In the exercise of these rights, all employees shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination with respect to Association membership or non-membership in regard to professional teacher status, promotion or other conditions of employment.

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities. No teacher shall be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.

All of the above rights may be exercised so long as they do not interfere with employees' professional or contractual obligations.

C. The Association will receive an updated list of new teachers annually by September 15.

D. Agency Service Fee

1. Commencing on September 1, 2012, all new employees who are members of the bargaining unit shall be required to pay an agency fee unless they become members of the Association no later than the 30th of September. Said fee will be an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract and administration and other permissible charges except that in no case shall the fee be greater than the annual combined dues of the NMRSD Teachers Association, the Massachusetts Teachers Association and the National Education Association.
2. The agency fee shall be deducted from the wages of any employee who signs an authorization to that effected and such fees shall be transmitted to the Treasurer of the Association as provided in Section 170 of Chapter 180 of the General Laws.
3. No teacher shall be denied employment for refusing to pay said agency fee. However, failure on the part of the bargaining unit member to pay such assessment to the Treasurer of the Association by December 31st of each school year, provided proper notification has been given, will entitle the Association to seek the assessment through proper legal channels.
4. The School Committee shall not be responsible for the implementation, collection, or enforcement of the agency fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee, and it will allow one representative of the Association such paid release as is reasonably necessary for court appearances to collect the fee.
5. The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against an employee as a result of the agency fee agreement, including, but not limited to, any legal expenses incurred.
6. In the event of conscientious objection to payment of the agency fee, a member of the bargaining unit may pay the amount to the North Middlesex Teacher's Association Scholarship Fund by January 1.
7. The terms of this provision are enforceable on an annual basis, and is the responsibility of the Association to inform members, including newly hired members, of its terms.

COMPLAINTS

1. No material that is without merit and is derogatory 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 the materials. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to

submit a written answer to such material within ten (10) school days and that answer shall be reviewed by the Superintendent. The Superintendent's decision whether or not to include the material in the folder shall be forwarded to the teacher within ten (10) school days of receipt of the teacher's written consent.

2. Any serious complaint(s) regarding a teacher's professional performance made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher, verbally first, before in writing, and may be placed in the teacher's file, if the procedures in C above have been adhered to by the parties concerned.
3. No teacher is to be reprimanded or disciplined by a school or district administrator unless it is done in private and with good cause. An employee shall be entitled to have a representative of the Association present if required to meet with administrative personnel during the investigation of an alleged infraction of discipline or delinquency in professional performance that might lead to the discipline of the employee.

USE OF FACILITIES

1. The Association upon prior approval, after submitting a *Use of Facilities* form, shall have the right to use school buildings without cost at reasonable times for meetings. Upon request, the Principal of the building shall assign, in advance of the time, a place for all such meetings.
2. The Association shall have the right to use athletic facilities and equipment at all schools without cost one evening each week, when school is in session on that day.
3. The District agrees to maintain all teacher facilities in existing buildings.

ARTICLE 5-PAYROLL DEDUCTIONS

A. Dues Deduction

1. Upon written request from an individual employee the Committee agrees to deduct from the salaries of its employees dues for the North Middlesex Regional School District Teachers Association, Massachusetts Teachers Association, and the National Education Association and for any other aforementioned associations as said employees, individually, and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such association or associations.

B. Cafeteria 125 Plan (Flexible Spending Account)

1. The Committee will make available, on a voluntary basis, a pre-tax program for medical and dependent care flexibility spending account.
2. Enrollment in this program is subject to IRS rules and regulations and the open enrollment period and rules of the Flexible Spending Account (FSA) advisor for the plan year which begins July 1.

C. Tax-Sheltered Annuities

1. Teachers shall be eligible to participate in tax-sheltered annuities as provided under federal law.
2. The choice of plan administrator or vendor for tax-sheltered annuity plans to be joined by the teachers shall be subject to mutual agreement by District and Association and subject to IRS rules and regulations.

ARTICLE 6-COMPENSATION

A. Initial Placement on Salary Schedule

1. The initial salaries of teachers shall be set by the Superintendent on the existing salary schedule, appraising training, experience and other qualifications in relationship to the position being filled.
2. All candidates for teaching positions must possess at least a Bachelor's degree, substantial preparation in their teaching field, hold an appropriate teaching license from the Massachusetts Department of Elementary and Secondary Education and meet the Highly Qualified requirements set forth by the Department. It is the responsibility of the teacher to maintain appropriate licensure within the Commonwealth of Massachusetts Department of Education regarding his/her teaching assignment. Evidence of current appropriate licensure must be on file in order to maintain employment in the North Middlesex Regional School District.
3. Exceptions to this section may be made as set forth in other sections of this Agreement.

B. Disbursement of Salary: Annual employees' salaries earned in the ten month period will be spread over a twelve month period pay in 26 equal payments – 1/26th of the contract payable bi-weekly on each payday as set forth in the pay period schedule in Appendix A.

1. Direct Deposit
 - a) Employees must enroll in direct deposit by completing an Authorization for Direct deposit forms, which is available in the business office.
 - b) Employees must receive an electronic direct deposit receipt instead of a hard copy.
2. All employees under annual contract will be paid their salary in the following manner:
 - a) Salary will be paid in 26 equal payments – 1/26th of the contract payable bi-weekly on each payday commencing on the first payroll of the new school year. In order to receive pay in this manner an employee must be enrolled in the electronic direct deposit receipt process.
 - b) Employees may elect to receive the salary due for the months of July and August in one **lump-sum** payment on the last scheduled teacher work day by requesting in writing to the Superintendent of Schools on or before May 1st, preceding the school year of implementation.

- c) The employee will continue to be paid consistent with the pay schedule options outlined above, until such time as he/she notifies the Superintendent in writing by the May 1st preceding the school year he/she wishes the change.
3. A teacher entering or leaving the school district during the school year shall receive as a total salary his/her annual salary divided by the number of scheduled workdays and multiplied by the number of days he has been employed, excluding all unauthorized absences.
4. The salary provided teachers protected by this salary schedule is deemed by School Committee and teachers to be fully earned at the close of school in June of any given year and proportionately during the school year. In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the teacher, or in the event of death to his/her executor or administrator.
5. Part-time employees working less than ½ time: Notwithstanding any provision of this agreement to the contrary, part-time employees working less than 0.5 FTE shall be paid on a bi-weekly basis for the hours worked in the pay period and shall not be eligible to defer compensation.

C. Progression on the Salary Schedule

1. Salary increments shall become effective with the first payroll. The Superintendent reserves the right to withhold an increment for unsatisfactory service dependent on the following procedure:
 - a) A teacher will be notified in writing of the reasons by the end of January of any school year if the administration is contemplating recommending the withholding of an increment.
 - b) A meeting will be held with the teacher's immediate supervisor within five (5) days of notification to discuss a remedial program.
 - c) Teachers will receive written notification prior to June 15 if their increment is to be withheld. Said notification shall include the reasons for the withholding of the increment.
2. Normal step increments are awarded based on satisfactory service. Employees taking leaves of absence must be on the payroll for ninety (90) workdays or other days for which compensation is received, e.g. sick days, for purposes of receiving step increases.
3. Conditions for Course Credit

- a) To receive credit for courses taken as part of the teachers' special field of study, or of obvious educational benefit to the system, a teacher must have the prior approval of the Superintendent or designee, unless such courses are in a degree-granting program.
 - b) A grade average of "B" or better is required and no more than six (6) hours of grade "C" will be recognized for the courses taken to reach the M+30, M+45, M+60, and M+75 levels. Where universities have a grading system of pass/fail, pass will be acceptable.
4. Salary Increases
- a) An additional salary increase of \$200 will be paid only to teachers who entered the North Middlesex Regional School District on or before September 1, 1972 for:
 1. A Master's degree in the major teaching field, or
 2. Completion of thirty (30) semester hours of approved graduate study in the major teaching field, including the Master's degree.
 - b) Teachers eligible to receive a maximum and/or super-maximum salary prior to the 1992-1993 school year will retain increments previously awarded.

D. Salary Classifications

1. Teachers may receive salary credits for salary schedule classification above Master's degree for courses taken before or after receipt of a Master's degree.
2. Notice of expected completion of units of fifteen (15) graduate credit or lane change credits (including M+45, M+60, and M+75) or change in degree status shall be submitted in the following manner:
 - a) Application for Change in Category must be submitted prior to January 1 of each year.
 - b) Proof of eligibility: official transcript, diploma or other verification from the college or university must be submitted to the Superintendent's office prior to the first day of school in the year in which the credit is to be effective.
 - c) The teacher is responsible for the submission of this official notice.
3. Step Placement:
 - a) Teachers at the top step of the Bachelor's column, who have taught at least 13 years, upon receipt of a Master's degree, will move to the tip step of the Master's column.
4. Master's Equivalency
 - a) Superintendent reserves the right to grant MEQ status to any newly hired employee who has completed at least 33 credits beyond Bachelors status

and/or significant specialized training in programs directly related to their teaching assignment, e.g. engineering and technology will be eligible.

- b) MEQ status does not allow movement across the lanes.
- c) All current MEQ status is grandfathered for those teachers who hold MEQ for the duration of their employment in the North Middlesex Regional School District.

E. Other Professional Compensation

1. The parties agree to meet and discuss any new or existing committees within the District. This discussion will include but not be limited to addressing goals, expectations, time commitments, and compensation for those participating in committee work. All compensation for extra-curricular and co-curricular activities shall be determined pursuant to the following section of this Article. Said compensation shall be treated in all respects as regular compensation, including, but not limited to being subject to deductions required by the Mass Teachers Retirement System. The enumeration of certain classes or types of extra-curricular services and duties set forth hereinafter neither means that the District must continue these in existence nor is it intended to preclude the creation of any other extra-curricular duties not specifically included therein, provided the Association is consulted regarding the wages, hours and conditions of employment for a newly created position. Assignments to these duties and positions are subject to annual reappointment by the Superintendent who reserves the right to modify the number of individuals assigned to any activity and/or leave a position vacant for any school year.

2. Stipend Positions

a) New Positions

1. Requests for new extra-curricular stipend positions must be submitted to the full School Committee for approval.
2. Submission of such requests will be the duty of the building principal.
3. The written request must be submitted at least 1 semester in advance of the start of the stipend position.
4. Subsequent to approval, the Association and the Committee will negotiate compensation and other applicable working conditions.

b) Existing Positions

1. Any existing stipend positions may be brought up for compensation review with the superintendent.
2. Final review and approval will be the responsibility of the School Committee.
3. Request for review will be the responsibility of the person currently performing the duties of the position.

c) Compensation for extra-curricular service will be paid within 30 days of end of service. This provision excludes compensation for special education summer school.

d) Department Heads

1. The high school principal in collaboration with the district and building administrative teams will determine the number and configuration of the departments.
2. Appointment of Department Heads for the following year shall be made by June 15 of each school year.
3. Department Heads shall receive compensation of \$2,500 and shall not be responsible to evaluate.
4. A person appointed as a Department Facilitator in any subject area shall receive in addition to his/her annual salary a stipend equal to the base for Department Heads.
5. Department Heads and Department Facilitators shall be compensated at the rate of \$200.00 per day for working an additional three (3) days beyond the work year set forth in Article 8, Section A.1, to perform duties such as conducting interviews, preparation of purchase orders, resolving student and faculty scheduling issues.
6. Release time may be available upon request to the Principal for those teachers appointed as Department Head who show a need for it for classroom supervision.

e) Teacher leaders/Facilitators

1. These teachers may participate in a two (2) day workshop and attend sessions during the school year as appropriate.
2. Stipends will be provided for teachers leaders who support teacher teams during the implementation of the new DESE evaluation process.
Compensation:
 - a) Choice of \$500 or \$250 and 3 credits to move across lane
 - b) 15 PDPs
 - c) 1 floating professional day

f) Mentoring

1. Definitions:
 - a. Beginning Educator: A "Beginning Educator" refers to an individual entering into teaching with a Preliminary or Initial License. Beginning educators must participate in an Induction Program consistent with 603 CMR 7.00. A Beginning Educator is considered a Level 1 placement in the Induction Program within NMRSD.
 - b. Incoming Educator: An "Incoming Educator" refers to an individual who has experience in teaching but is new to the NMRSD or is new to his/her role in the NMRSD. Incoming Educators are classified in two groups:

- i. Incoming Educators, Level 2: Incoming Educators at Level 2 are educators with fewer than five years of teaching experience in the same or a similar role.
 - ii. Incoming Educators, Level 3: Incoming Educators at Level 3 are educators with more than five years of teaching experience in the same or a similar role.
- c. Mentor: A Mentor is an educator who has at least three full years of experience under an Initial or Professional license and who has been trained to assist a beginning educator in the same professional role with his/her professional responsibilities and general school/district procedures. Each work year, when there are Beginning Educators or Incoming Educators in a school, the Principal shall select a qualified, interested educator(s) to serve as a Mentor for Beginning and Incoming Educators.

2. Mentors shall attend a New Teacher Orientation and a training session with the Mentor Coordinator(s). Mentors may meet as a grade-based district cohort, as a building-based group, or individually with Beginning Educators as needed to fulfill the requirements of an *Induction and Mentor Program*, as described in 603 CMR 7.00. Mentors will provide a schedule for group mentoring with the support team and will regularly report attendance and meeting notes. Mentors are responsible for completing a mentoring log aligning to the program and DESE requirements. Mentors will conduct learning walks/observations of their mentee and mentees may observe mentors as described in the DESE's 2015 Guidelines for Induction and Mentoring Programs and any subsequently issued DESE guidelines on induction and mentoring.

3. The stipend for mentoring will be paid in June after the mentoring/coaching log is submitted. Each Mentor who completes the mentoring/coaching log(s) shall receive one of the following stipends depending upon the number of Beginning Educators assigned to the Mentor:

Number of Educators Assigned to the Mentor	Stipend *	PDPs
1 Level 1 - Beginning Educator (Induction Program)	\$750	15
2 Level 1 - Beginning Educators (Induction Program)	\$1,000	15
3 Level 1 - Beginning Educators (Induction Program)	\$1,250	15
1 Level 1 - Beginning Educator (Induction Program) and 1 or 2 Level 2 Incoming Educators	\$1,000	15
2 Level 1 - Beginning Educators (Induction Program) and 1 Level 2 Incoming Educator	\$1,250	15

0 Level 1 - Beginning Educators (Induction Program) and 1 or 2 Level 2 Incoming Educators	\$500	15
0 Level 1 - Beginning Educators (Induction Program) and 3 Level 2 Incoming Educators	\$750	15
0 Level 1 - Beginning Educators, 0 Level 2 Incoming Educators and 1, 2 or 3 Level 3 Incoming Educators (Courtesy)	No stipend	15

- The stipends above shall be prorated for mentoring of less than a full work year or when the number of Beginning or Incoming Educators changes during the work year.

g) Mentor Coordinator(s)

1. Stipend \$1500.00 per school year per coordinator.
2. Stipend \$1500.00 for teaching the full year new and beginning teachers' course.

h) Mandated Extended School Year Coordinator for Special Education Summer School

1. Stipend amount at \$40.00 per hour for number of hours based on student need.

3. School Psychologists

- a) The compensation of the position of School Psychologist shall be determined in accordance with the following formula: A base salary consisting of the appropriate step on the salary schedule for each day worked beyond the regular school year, not to exceed 35 days.
- b) Extra days are to have the prior approval of the Superintendent of Schools.

4. Librarians/Media Specialists

- a) Librarians/media specialists shall either be compensated at the rate of \$200.00 per day for working two (2) days beyond the work year or provided two (2) days substitute coverage during the last two days of the scheduled school year in order to complete duties such as inventory and ordering.

5. Integration Technology Specialists/Technology Teachers

- a) Integration Technology Specialists shall be compensated at the rate of \$200.00 per day for working two (2) days beyond the work year for the purpose of preparing technology for the opening of school and updating websites.
- b) Extra days are to have the prior approval of the Director of Technology.

6. Athletic Coaches

1. Athletic coaches shall be paid in accordance with the following schedule:
 1. Normally, newly appointed coaches will be placed on the Step 1 rate. The Superintendent, however, reserves the right to place a

new coach in a major sport on another step based on previous experience in a comparable assignment in another system.

2. Subsequent to initial step placement, increments will be granted based on satisfactory service.
 3. Salary increments shall become effective in September of each year and will be based on the recommendation of the Superintendent.
2. The Superintendent reserves the right to withhold an increment provided that:
 1. The coach has received written notification of the reasons for a negative recommendation from the Superintendent and has had an opportunity for a conference with him; and
 2. The Superintendent notifies the coach prior to June 15 in writing, of the reasons for withholding the increment.
 3. Payments to Athletic Coaches will be made following the completion of the season in which they work. Fall sport payments will be made in December, winter sport payments in March, and spring sport payments in June.

7. Appointments

- a) Secondary teachers may be assigned detention duties on an equitably rotating basis not to exceed the normal teacher workday as defined in Article 8, Section E5. Appointed association representatives and the principal and/or his/her designee shall cooperate in established a detention assignment list, which reflects an equitable rotation. If a teacher volunteers and, as a result, is assigned to remain beyond the normal workday, he/she will be paid an additional \$10 per ½ hour or any portion thereof.
- b) Teachers who volunteer and are subsequently appointed to work beyond the regularly scheduled school year shall be paid a minimum of \$200 for a 5-hour workday or \$40 per hour.
- c) No teacher shall be assigned extra-service activity responsibilities or be assigned as a class advisor without that teacher's consent.
- d) Each extra-service person shall be notified in writing of his/her appointment in accordance with the following schedule:
 1. Coaches within 60 days of last game of their season,
 2. All other personnel by June 15

F. Benefits

1. Health Insurance

- a) Contributions: Teachers who choose to participate in the district health insurance will enroll in the current health insurance plans provided by the District. School Committee contribution for Minuteman Nashoba Health Group HMO health plans is 75% and the employee

contribution is 25%. The parties agree that the School Committee has satisfied all bargaining obligations associated with implementation of an additional health insurance option referred to as a high deductible health plan for individuals and families; premium contributions for such high deductible health plan shall be the same as for other HMO plans, currently 75% if the premium to be paid by the committee and 25% of the premium to be paid by the employees.

- b) Annual Review: The District and Association shall continue to investigate the possibility of participating in the GIC insurance program and/or other comparable insurance programs.
- c) The opt-out amount remains the same for the plan year, but the district reserves the right to adjust the benefit on a yearly basis.

2. Life Insurance:

- A. The District agrees to provide life insurance in the amount of \$10,000 for all active teachers at 65% contribution of the premium by the district, 35% by employee.
- B. The District will provide a Group Voluntary Life and Accidental Death & Dismemberment Insurance policy at 100% contribution by the employee.

3. Long Term Disability

- a) The School Committee will provide a slot on the pay stub for a long-term disability insurance plan deduction.
- b) The entire premium cost will be paid by the employee.

4. Dental Insurance: The Committee agrees to provide Delta Dental plan or other comprehensive dental plan. Employees shall pay 100% of the applicable premium.

SALARY SCHEDULES

1. Salary Schedule:

a. Increase the salary schedule as follows:

Effective Date	Increase
July 1, 2018	2%
July 1, 2019	2%
July 1, 2020	2%

b. Effective July 1, 2019, the B+15 lane is closed. Only employees who were in the B+15 lane during the 2018-2019 work year shall be able to remain in the B+15 lane. When all employees in the B+15 lane in the 2018-2019 work year have separated from employment or have left the B+15 lane, such lane shall be removed from the salary schedule.

2. The parties agree to establish a joint management labor committee (JMLC) to review the salary schedule and make recommendations to the parties. Such JMLC shall consist of no more than six members, three of whom are appointed by the School Committee and three of whom are appointed by the Union. The JMLC shall commence its work no later than February 1, 2019, shall meet regularly, and shall complete its work no later than February 1, 2020.

Teacher Salary Schedule

2% COLA + STEPS

FY2019	BA	BA +15 **	MA	MA +15	MA +30	MA +45	MA +60	MA +75
Step 1	\$50,340	\$51,102	\$52,345	\$53,114	\$54,171	\$55,722	\$56,798	\$57,896
Step 2	\$52,357	\$53,141	\$54,437	\$55,238	\$56,376	\$57,948	\$59,031	\$60,211
Step 3	\$54,451	\$55,266	\$56,616	\$57,449	\$58,590	\$60,269	\$61,392	\$62,619
Step 4	\$56,629	\$57,477	\$58,882	\$59,748	\$60,937	\$62,678	\$63,847	\$65,125
Step 5	\$59,123	\$59,775	\$61,236	\$62,137	\$63,374	\$65,186	\$66,402	\$67,728
Step 6	\$61,249	\$62,167	\$63,687	\$64,622	\$65,908	\$67,792	\$68,999	\$70,440
Step 7	\$63,699	\$64,654	\$66,233	\$67,209	\$68,545	\$70,505	\$71,819	\$73,255
Step 8	\$65,930	\$66,916	\$68,883	\$69,896	\$71,287	\$73,324	\$74,693	\$76,187
Step 9	\$68,067	\$69,087	\$71,639	\$72,691	\$74,138	\$76,260	\$77,681	\$79,233
Step 10	\$70,860	\$71,922	\$75,345	\$76,476	\$77,622	\$79,555	\$80,747	\$81,959
Step 11	\$0	\$0	\$77,983	\$79,153	\$80,340	\$82,340	\$83,573	\$84,826
Step 12	\$0	\$0	\$80,511	\$81,717	\$82,945	\$85,009	\$86,285	\$87,578
Step 13	\$0	\$0	\$82,919	\$84,161	\$85,426	\$87,551	\$88,865	\$90,196

** Effective 7/1/19, the B+15 lane is closed.

2% COLA + STEPS

FY2020	BA	BA +15 **	MA	MA +15	MA +30	MA +45	MA +60	MA +75
Step 1	\$51,347	\$52,124	\$53,392	\$54,176	\$55,254	\$56,836	\$57,934	\$59,054
Step 2	\$53,404	\$54,204	\$55,526	\$56,343	\$57,504	\$59,107	\$60,212	\$61,415
Step 3	\$55,540	\$56,371	\$57,748	\$58,598	\$59,762	\$61,474	\$62,620	\$63,871
Step 4	\$57,762	\$58,627	\$60,060	\$60,943	\$62,156	\$63,932	\$65,124	\$66,428
Step 5	\$60,305	\$60,971	\$62,461	\$63,380	\$64,641	\$66,490	\$67,730	\$69,083
Step 6	\$62,474	\$63,410	\$64,961	\$65,914	\$67,226	\$69,148	\$70,379	\$71,849
Step 7	\$64,973	\$65,947	\$67,558	\$68,553	\$69,916	\$71,915	\$73,255	\$74,720
Step 8	\$67,249	\$68,254	\$70,261	\$71,294	\$72,713	\$74,790	\$76,187	\$77,711
Step 9	\$69,428	\$70,469	\$73,072	\$74,145	\$75,621	\$77,785	\$79,235	\$80,818
Step 10	\$72,277	\$73,360	\$76,852	\$78,006	\$79,174	\$81,146	\$82,362	\$83,598
Step 11	\$0	\$0	\$79,543	\$80,736	\$81,947	\$83,986	\$85,244	\$86,523
Step 12	\$0	\$0	\$82,121	\$83,352	\$84,604	\$86,709	\$88,011	\$89,330
Step 13	\$0	\$0	\$84,577	\$85,844	\$87,135	\$89,302	\$90,643	\$91,999

** Effective 7/1/19, the B+15 lane is closed.

2% COLA + STEPS

FY2021	BA	BA +15**	MA	MA +15	MA +30	MA +45	MA +60	MA +75
Step 1	\$52,374	\$53,166	\$54,460	\$55,260	\$56,359	\$57,973	\$59,093	\$60,235
Step 2	\$54,472	\$55,288	\$56,637	\$57,470	\$58,654	\$60,289	\$61,416	\$62,643
Step 3	\$56,651	\$57,498	\$58,903	\$59,770	\$60,957	\$62,703	\$63,872	\$65,148
Step 4	\$58,917	\$59,800	\$61,261	\$62,162	\$63,399	\$65,211	\$66,426	\$67,757
Step 5	\$61,511	\$62,190	\$63,710	\$64,648	\$65,934	\$67,820	\$69,085	\$70,465
Step 6	\$63,723	\$64,678	\$66,260	\$67,292	\$68,571	\$70,531	\$71,787	\$73,286
Step 7	\$66,272	\$67,266	\$68,909	\$69,924	\$71,314	\$73,353	\$74,720	\$76,214
Step 8	\$68,594	\$69,619	\$71,666	\$72,720	\$74,167	\$76,286	\$77,711	\$79,265
Step 9	\$70,817	\$71,878	\$74,533	\$75,628	\$77,133	\$79,341	\$80,820	\$82,434
Step 10	\$73,723	\$74,827	\$78,389	\$79,566	\$80,757	\$82,769	\$84,009	\$85,270
Step 11	\$0	\$0	\$81,134	\$82,351	\$83,586	\$85,666	\$86,949	\$88,253
Step 12	\$0	\$0	\$83,763	\$85,019	\$86,296	\$88,443	\$89,771	\$91,117
Step 13	\$0	\$0	\$86,269	\$87,561	\$88,878	\$91,088	\$92,456	\$93,839

** Effective 7/1/19, the B+15 lane is closed.

POSITION	FY 19 Amount	FY 20 Amount	FY 21 Amount
<u>Band/Choral</u>			
Middle School Chorus Director	2900	2958	3017
Music Band Director ** Middle School (2)	3467	3536	3607
Music Band Director -High School	6401	6529	6660
Music Choral Director- High School	3680	3754	3829
<u>Clubs/Teams</u>			
Anime Club	861	878	895
Best Buddies Advisors (2)	861	878	895
Best Buddies NMS Advisors (2)	860	877	895
Book Club	861	878	895
Community Garden	861	878	895
Debate Team Advisor	1415	1443	1472
Gay Straight Alliance (GSA)	861	878	895
International Club	861	878	895
Jazz Ensemble - Director	4094	4176	4260
Junior Achievement - HBMS	852	869	887
Junior Achievement - NMS	852	869	887
Math Club Advisor - HBMS	861	878	895
Math Team Advisor - NMS	861	878	895
Mathematics Team Coach - HS	1527	1558	1589
Newspaper Advisor	1848	1885	1922
North Middlesex Writing Club - NMRHS	860	877	895
North Middlesex Students for Animals - NMRHS	860	877	895
Robotics Team	861	878	895

Science Club	861	878	895
Service Learning Program Coordinator (2)	1983	2023	2064
Yearbook - Middle School (2)	1420	1448	1477
Yearbook Advisor * - HS	4952	5051	5152
<u>Honor Society</u>			
National Art Honor Society	2649	2702	2756
National Honor Society	2649	2702	2756
Tri -M Music Honor Society	861	878	895
<u>Music</u>			
Color Guard Coach	1347	1374	1401
Majorette Coach	1082	1104	1126
Marching Band - Assistant	2018	2059	2100
Marching Band - Battery Ensemble	1082	1104	1126
Marching Band - Front Ensemble	1082	1104	1126
Winter Color Guard	1624	1656	1689
Winter Percussion Instructor	1624	1656	1689
<u>Performing Arts</u>			
Ashby Elementary Drama Coach-per play max 2	1415	1443	1472
Assistant Drama Coach High School - per play max 2	708	722	736
Assistant Drama Coach MS - per play max 2	708	722	736
Drama Coach - per play max 2 - HS	1415	1443	1472
Drama Coach-Middle School - per play maximum 2	1415	1443	1472
Musical Director - HS (2 productions)	1415	1443	1472

StuCo			
Freshman Class Advisor	861	878	895
Junior Class Advisor	1698	1732	1767
Senior Class Advisor	2546	2597	2649
Sophomore Class Advisor	861	878	895
Student Council Advisor-HS	3344	3411	3479
Student Council Advisor-Middle School	1294	1319	1346
Student Store Advisor - HS	1716	1750	1785
Student Store Advisor -Middle School	1420	1448	1477
Other			
After School Detention (per hour)	27.06	27.60	28.15
AP Coordinator - Collegeboard (TBD)	0	0	0
Before and After School Site Director	2653	2706	2760
Central Treasurer of Student Activity - High School	3600	3672	3745
Central Treasurer of Student Activity - Middle School	1911	1949	1988
Curriculum Coordinators-Middle School	1166	1190	1213
Enrichment Coordinators (per session)	531	541	552
Enrichment Instructor (per hour)	27.06	27.60	28.15
Intramurals (per hour)	27.06	27.60	28.15
Weight Cage Monitor (per hour)	27.06	27.60	28.15
<i>These stipends will be awarded annually for the duration of the contract</i>			
A. If a yearbook class is scheduled into the advisors teaching schedule the stipend will be reduced.			
B. ***The Middle School Music Band Director stipend does not include in its duties and responsibilities participation in summer band camp. The stipend does include one rehearsal per week beyond the school day.			

POSITIONS	FY 19	FY 19	FY 19	FY 20	FY 20	FY 20	FY 21	FY 21	FY 21
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball Head Coach	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Baseball Assistant Coach	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Baseball Coach JV	\$3,998	\$4,216	\$4,489	\$4,078	\$4,300	\$4,579	\$4,160	\$4,386	\$4,670
Basketball Head Coach (1 girls, 1 boys)	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Basketball Asst. Coach (1 girls, 1 boys)	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Basketball Coach JV (1 girls, 1 boys)	\$3,998	\$4,216	\$4,489	\$4,078	\$4,300	\$4,579	\$4,160	\$4,386	\$4,670
Basketball Freshman (1 girls, 1 boys)	\$3,371	\$3,639	\$3,929	\$3,438	\$3,712	\$4,008	\$3,507	\$3,786	\$4,088
Cheerleaders (2 seasons, 2 coaches)	\$2,981	\$3,271	\$3,551	\$3,041	\$3,336	\$3,622	\$3,101	\$3,403	\$3,694
Cheerleading Assistant Coach (2)	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Cross Country Boys & Girls	\$3,305	\$3,588	\$3,900	\$3,371	\$3,660	\$3,978	\$3,439	\$3,733	\$4,058
Cross Country Assistant Coach	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Field Hockey Head Coach	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Field Hockey Coach JV	\$3,998	\$4,216	\$4,489	\$4,078	\$4,300	\$4,579	\$4,160	\$4,386	\$4,670
Field Hockey Freshman Coach	\$3,371	\$3,639	\$3,929	\$3,438	\$3,712	\$4,008	\$3,507	\$3,786	\$4,088
Football Head Coach	\$7,458	\$7,903	\$8,354	\$7,607	\$8,061	\$8,521	\$7,759	\$8,222	\$8,692
Football Assistant (5)	\$4,140	\$4,486	\$4,844	\$4,223	\$4,576	\$4,941	\$4,307	\$4,667	\$5,040
Golf	\$2,981	\$3,271	\$3,551	\$3,041	\$3,336	\$3,622	\$3,101	\$3,403	\$3,694
Golf Assistant Coach	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Ice Hockey Head Coach	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Ice Hockey Assistant Coach	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Ice Hockey Coach JV	\$3,998	\$4,216	\$4,489	\$4,078	\$4,300	\$4,579	\$4,160	\$4,386	\$4,670
Indoor Track Coach Assistant (2)	\$3,929	\$4,216	\$4,489	\$4,008	\$4,300	\$4,579	\$4,088	\$4,386	\$4,670
Indoor Track Head Coach	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Lacrosse Head Coach (1 girls, 1 boys)	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Lacrosse Assistant Coach	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Lacrosse Coach JV (1 girls, 1 boys)	\$3,929	\$4,216	\$4,489	\$4,008	\$4,300	\$4,579	\$4,088	\$4,386	\$4,670
Middle School Basketball (4)	\$1,575	\$1,727	\$1,831	\$1,607	\$1,762	\$1,868	\$1,639	\$1,797	\$1,905
Middle School Basketball Asst. (2)	\$662	\$662	\$662	\$675	\$675	\$675	\$689	\$689	\$689

POSITIONS	FY 19	FY 19	FY 19	FY 20	FY 20	FY 20	FY 21	FY 21	FY 21
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Middle School Cross Country (2)	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Middle School Cross Country Asst.	\$662	\$662	\$662	\$675	\$675	\$675	\$689	\$689	\$689
Middle School Field Hockey (2)	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Middle School Field Hockey Assistant	\$662	\$662	\$662	\$675	\$675	\$675	\$689	\$689	\$689
Middle School Spring Track (2)	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Middle School Spring Track Assistant (3)	\$662	\$662	\$662	\$675	\$675	\$675	\$689	\$689	\$689
Soccer Head Coach (1 girls, 1 boys)	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Soccer Assistant Coach (1 girls, 1 boys)	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Soccer Coach JV (1 girls, 1 boys)	\$3,998	\$4,216	\$4,489	\$4,078	\$4,300	\$4,579	\$4,160	\$4,386	\$4,670
Soccer, Freshman (1 girls, 1 boys)	\$3,671	\$3,963	\$4,279	\$3,744	\$4,042	\$4,365	\$3,819	\$4,123	\$4,452
Softball Head Coach	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Softball Assistant Coach	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365
Softball Coach JV	\$3,998	\$4,216	\$4,489	\$4,078	\$4,300	\$4,579	\$4,160	\$4,386	\$4,670
Tennis (1 girls, 1 boys)	\$2,981	\$3,271	\$3,551	\$3,041	\$3,336	\$3,622	\$3,101	\$3,403	\$3,694
Track Head Coach	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Track Coach Assistant (3)	\$3,929	\$4,216	\$4,489	\$4,008	\$4,300	\$4,579	\$4,088	\$4,386	\$4,670
Unified Basketball Head Coach	\$2,706	\$2,706	\$2,706	\$2,760	\$2,760	\$2,760	\$2,815	\$2,815	\$2,815
Unified Track Coach	\$2,706	\$2,706	\$2,706	\$2,760	\$2,760	\$2,760	\$2,815	\$2,815	\$2,815
Unified Track Assistant Coach	\$662	\$662	\$662	\$675	\$675	\$675	\$689	\$689	\$689
Volleyball Head Coach	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214	\$5,561	\$5,947	\$6,338
Volleyball Freshman Coach	\$3,336	\$3,603	\$3,900	\$3,403	\$3,675	\$3,978	\$3,471	\$3,749	\$4,058
Volleyball JV Coach	\$3,998	\$4,216	\$4,489	\$4,078	\$4,300	\$4,579	\$4,160	\$4,386	\$4,670
Wrestling Coach, High School	\$5,240	\$5,604	\$5,973	\$5,345	\$5,716	\$6,092	\$5,452	\$5,830	\$6,214
Wrestling Assistant Coach	\$1,105	\$1,209	\$1,312	\$1,127	\$1,233	\$1,338	\$1,150	\$1,258	\$1,365

ARTICLE 7-PROFESSIONAL OBLIGATIONS

A. Teachers:

In accepting a contract, a teacher agrees to participate in:

1. Data driven lesson preparation, presentation and evaluation.
2. Curriculum planning and revision pertinent to his/her teaching assignment.
3. Voluntary participation in any curriculum revision or planning shall not constitute a violation of this Agreement.
4. Individual student help as needed (to be determined by the teacher after consultation with the Principal and/or the Department Head/Instructional Supervisor and parent/s).
5. Maintenance of a controlled and orderly school environment.
6. Communication with parents regarding classroom curriculum, students' progress (i.e. report cards, progress reports) as appropriate to each grade level, and assignments utilizing the student management system authorized by the District.
7. Teachers will teach the North Middlesex Regional School District curriculum.

B. Counselors:

1. It is recognized that counselors have responsibilities, which greatly differ from those of teachers. In accepting a contract, a counselor agrees to follow the duties and responsibilities of the position as established in School Committee policy.
2. Counselors should not be assigned detention, except in emergencies.
3. Counselors will be available to observe students in classrooms and other large group situations.
4. Secondary counselors will meet at a minimum of twice per year with each student assigned to that counselor.
5. Guidance counselors, if requested by administration and approved by the Superintendent of Schools to work prior to or subsequent to the scheduled work year, shall be paid at the rate of \$200.00 per day for up to seven (7) mutually determined days of work.
6. School Counselors, as other teachers, attend evening meetings as outlined in Article 7.G.1. Counselors may include as part of their evening commitment the financial aid night, program of studies night, and Johns Hopkins night.

C. Certificate of Medical Examination:

Upon initial employment, all employees shall submit a physician's statement of good health and comply with any other health mandates from the state or federal government.

D. Faculty Meetings

1. Teachers may be required to remain after the end of the normal workday, without additional compensation, for not more than one (1) hour to attend

a maximum of ten (10) faculty meetings called by their building principal. Said meetings will not exceed one (1) hour, will start promptly after the workday ends, or be held prior to the start of the workday.

2. At least one day's notice shall be given each teacher who is expected to attend.
3. A written agenda of the meeting shall be posted in the faculty room(s) and in the main office of the building at least one day prior to the meeting.
4. No meetings will be scheduled on Fridays or on days prior to a school recess (i.e. vacation, holidays) unless there is an emergency.
5. All meetings and staff activities will be scheduled within the teacher work year except in an emergency or under special circumstances. Prior to scheduling any meetings or activities (i.e. summer parent tours) during a vacation period, the parameters of such events will be negotiated with the Association.

E. Teacher/Parent Meetings

1. Parent and/or guardian teacher conferences that do not conflict with a teacher's regularly assigned duties may be scheduled a mutually convenient time and date during the teacher's workday. The Principal or his/her designee shall be notified of such conferences.
2. Parent and/or guardian teacher conferences following the dismissal of pupils, but within the normal school workday, may be scheduled by the Principal for any teacher at a mutually convenient time and date. When a parent initiates a request for a conference, the teacher must respond to the request within two (2) school days, and the conference must be held within seven (7) school days.

F. Teacher/Parent Conferences

1. Teacher/Parent conferences will be held in the Middle and Elementary Schools as listed on the school calendar.
2. Afternoon conferences will be 2 hours in length, beginning 30 minutes after school dismissal.
3. All teachers will be expected to conduct conferences within these periods.
4. Teachers will have no further obligations that day, unless there are evening conferences scheduled in their building, at which they will attend from 6:00-8:00 pm as well.
5. These are minimum time requirements and it is understood that staying beyond these times will be at the teacher's discretion.

G. Evening Meetings

1. Though it is to the advantage of each teacher to attend and participate in school-oriented programs outside of normal teaching hours, attendance at evening meetings, except 3 evening meetings at grades K-12 scheduled for the school year, shall be voluntary. Teachers will be compensated for additional meetings at \$50 per meeting.

<u>Grade Level</u>	<u>Pre K-2</u>	<u>3-4</u>	<u>Middle School</u> <u>5-8</u>	<u>High School</u>
Parent Conferences	2	2	2	
Open House	1	1	1	2
Grade level activity				1 (program of studies or community)

2. If the administration determines that additional evenings are needed, teachers shall be required to attend and will receive \$50 if in attendance. At least five days' notice of each such meeting shall be given, if possible.
3. It is highly recommended that all teachers attend high school graduation.
4. When unified arts teachers (K-8) coordinate special evening programs such as an art show, music concerts or plays, or parent information nights their attendance that evening shall be considered one of their two (2) evening meetings generally used for parent conferences. This consideration will be by mutual agreement with the teacher and the principal.

H. Observance of Duties:

1. The Association and its members acknowledge that they have professional obligations to the children enrolled and to be enrolled in the schools. Accordingly, the Association agrees for itself and its members that during the terms of this contract as it may be renewed or extended, neither it, nor they, will directly or indirectly, engage or participate in, encourage or condone any strike, work stoppage, slowdown or withholding of service by an employee of the District.
2. Should any strike, work stoppage, slowdown, withholding of services or other such activity occur, whether or not the Association shall be a participant therein, the Association shall forthwith use its best efforts to cause the persons involved to resume and continue their services.
3. Employees who participate in any such activity may be disciplined or discharged as the Superintendent, in his/her judgement, deems proper without recourse to arbitration. Said discipline or discharge shall be in accordance with the statutory provisions of Chapter 71, Section 42, of the General Laws of the Commonwealth of Massachusetts. However, an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

4. In addition, the Committee shall have the right to seek redress from the Association for its damages by any and all legal process, provided that the Committee shall not be entitled to money damages from the Association if, and so long as, the Association observes its undertakings in the preceding paragraphs.

I. Resignation:

1. A written resignation received from August 15 to September 15 will not be effective earlier than October 1.
2. Any time prior to these dates during the school year, thirty (30) days' notice must be given to the administration, in writing.

J. Break in service:

1. Resignation shall be considered a break in service.
2. An individual who has a break in service shall not be entitled to apply the years prior to the break in service towards seniority.

ARTICLE 8-TEACHING CONDITIONS

A. DEFINITION OF THE SCHOOL YEAR

1. The teachers' work year would be as follows, starting in the 2016-2017 school year:
 - a) The work year for teachers of PTS shall consist of one hundred eighty four (184) days. The additional four (4) days will consist of one (1) day for all staff (District Opening Day and school based site meetings), two (2) full, Pre K-12 professional development days, and one (1) floating professional development day.
 - i. One District, full professional day may be set aside to be utilized by educators for the pursuit of individual/team professional development if no District trainings need to occur for a particular staff subgroup. Plans shall be submitted at least thirty (30) days in advance of the professional development day for approval by the co-chairs of the professional development committee.
 - ii. One floating professional development day, consisting of six (6) hours, which may be used in increments of not less than thirty (30) minutes, before/after school and/or on weekends for:
 - i. Professional development sessions provided by NMRSD or outside professional development providers;
 - ii. PLCs/collaboration work;
 - iii. Workshops;
 - iv. Webinars, and/or;
 - v. EdCamp.

The following examples do not count toward fulfillment of the floating professional development day requirements:

- Isolated work (lesson planning, research, creating assessments, curriculum mapping); that's 'doing your job'.
- Graduate courses.
- Opportunities when you are already getting paid during the school day, full professional development days, etc...

Staff will be provided with sign-up instructions for the floating professional development day on opening day.

Plans for the floating professional development day and/or hours toward the floating professional development day shall be submitted at least thirty (30) calendar days in advance of the professional development day/hours for approval by the building principal. The building principal may waive part of the thirty day calendar day notice requirement.

Upon completion of the requirements for the floating professional development day, each staff member is required to submit the following to Human Resources:

- Certification of attendance or sign-in sheet
- Dates and hours of attendance
- 1-2 sentences of outcomes/learning

- b) The work year for teachers of NPTS shall consist of one hundred eighty-six (186) days. The additional six (6) days shall consist of the four (4) mentioned above and two (2) additional days for new employee orientation and/or training. Newly hired teachers of NPTS will also be required to participate in new teacher induction program (first year of teaching in the profession) and/or the District's mentoring program (new to District or required by Principal).

PTS	NPTS	Newly Hired Teachers of NPTS
184 days	184 days	186 days
District Opening Day and School site meetings	District Opening Day and School-based site meetings	District Opening Day and school-based site meetings
1 full professional development	1 full professional development	1 full professional development
1 full professional day (teacher/team driven ¹)	1 full professional day (teacher/team driven)	1 full professional day (teacher/team driven)
1 floating day for professional development	1 floating day for professional development	1 floating day for professional development
		1 day for professional development And/or mentoring (summer)
		1 day for New Employee Orientation

¹ This day is intended for use by teacher teams. This day may be used by the District for state or District initiatives.

- c) Newly hired members of the bargaining unit who are placed on the salary schedule will attend the New Teacher Orientation in addition to the one (1) professional development day prior to the start of school. Based upon the newly hired teacher's experience, the Superintendent or designee and the newly hired teacher's supervisor may require the teacher to participate in the "North Middlesex Mentoring and Induction Program."

3. Mentoring

- a) Teachers who act as mentors for non-professional status teachers may be required to participate in a mentor training or mentor refresher prior to the start of school (principal recommendation). Teachers will be notified to attend any training after being assigned to a new teacher and after conversations with the building principal. Mentors will also be required to meet with their mentee for a minimum of six (6) hours prior to the District's opening day. Mentors will be paid as per contract language for extra days worked if outside the work year with prior approval of the proposed work.
- b) Compensation for mentoring is based on the category of the non-professional status teacher and the responsibilities of the program (see Article 6).
- c) All mentors will keep a log in accordance with the requirements set forth in the mentor training program and DESE Induction program/Mentoring regulations.
<http://www.doe.mass.edu/educators/mentor/guidelines.pdf>.
- d) A committee comprised of elementary, middle and high school teachers and District Administration will review and revise the mentoring program. Any changes to the evaluation process will be submitted to the Superintendent and the President of the Association.

- 4. The schedule during the last four (4) days of the school year shall be posted by the administration by June 1 of each year. Said schedule shall be subject to such State Board of Education regulations and District policies as may be in effect on June 1 of the year in question. At least one released-time day will be scheduled during this four-day period.

- a) Teachers may arrange with their building Principal/designee a mutually convenient time to complete appropriate "closing out" procedures. These procedures shall be published and posted at least one month prior to the last day of school and the District agrees that there shall be no substantive changes in said procedures from year to year.

5. The Administration agrees to schedule four (4) days for final exams (if held) at the High School if, by April 15th it is determined there are sufficient hours remaining beyond the nine hundred ninety (990) hours for that year.

B. DEFINITION OF THE SCHOOL DAY

1. Teacher Workday

- a) Professional staff shall not be required to be in their building more than fifteen (15) minutes before the official starting time for students, and are not required to be in their classrooms until children have been admitted into the building for the start of the school day.
- b) Teachers shall not be required to stay longer than fifteen (15) minutes after student dismissal, except in an emergency, i.e. snowstorm, bomb scare, delayed bus, etc.
- c) On Fridays or on days prior to school recess (i.e. vacation, holidays) teachers may leave immediately following student dismissal.

2. Curriculum Days

- a) On full curriculum workshop days, the workday will not exceed 6.5 hours (8:00 AM to 2:30 PM).
- b) On early release days, the workday will end at the normal student dismissal time established for each school.

C. CLASS SIZE

1. It is recognized that the number of pupils in a class influences student engagement, meeting the diverse needs of students, and providing a safe learning environment. The number of students in a given class shall be noted in teacher evaluations and taken into consideration when determining the educator's rating and type of evaluation cycle.
2. It is agreed that where economically feasible, an effort will be made to keep academic classes at a maximum of twenty-five (25) students under normal conditions, consistent with the availability of teachers, space and class periods.

D. LUNCH

1. The member's workday shall include a continuous thirty (30) minute duty-free lunch to be scheduled at the discretion of the building principal consistent with M.G.L. Chapter 71, Section 80. The high school lunch period will follow the bell schedule to allow for this lunch time.
2. If a teacher volunteers to take lunch duty in lieu of study hall, the above provision does not apply.
3. Lunch and recess aides shall be provided for grades 1 through 4, and lunch aides shall be provided for grades 5 through 8.

E. DUTIES

1. Teachers without homerooms may be assigned to bus arrival/dismissal and corridor duty on a rotating basis. Said duties shall begin no sooner than five minutes before the start of the school day.

F. PREPARATION PERIODS

1. In addition to their lunch periods, teachers of grades K-8 and PK teachers in extended programs, shall have no less than forty-five (45) continuous minutes of daily, duty-free preparation time.
2. The Principal will determine when these preparation periods will be taken.
3. Such preparation time will be free from assigned supervisory or instructional responsibilities other than those necessary for lesson preparation.
4. Planning time shall not be construed to be travel time between schools.

G. SCHEDULING

1. Elementary/Middle School
 - a) To the extent possible, changes in grade and/or subject assignment will be voluntarily agreed to by the teacher.
 - b) Teachers whose schedules consist of teaching mainly music, art, physical education, health education or library skills shall have scheduling which reflects the same number of teaching days as classroom/academic teachers' schedules.
 - c) Teachers (other than newly appointed teachers) will be notified of any change of programs from the prior school year, as soon as practicable, and under normal circumstances by the close of each school year, including:
 - a. The schools to which they will be assigned,
 - b. The grades and/or subjects that they will teach,
 - c. And any special or unusual classes that they will have.
 - d) Teaching assignments will be made without regard to race, creed, color, handicapping conditions.
2. Secondary
 - a) When operating on a 5x8 Modified Block schedule, a normal daily teaching assignment for the eight (8) day Modified Block schedule will consist of thirty (30) teaching periods of no more than seventy (70) minutes in duration and eight (8) preparation periods at least equal in length to a normal teaching period.
 - b) Each teacher is guaranteed a preparation period each day during each eight-day Modified Block cycle. On two (2) days of every eight (8) day Modified Block cycle, each teacher will have an additional non-teaching period. This additional period will be used for common planning time, professional learning communities, or to work on District initiatives. In the event that a teacher has non-teaching period

- beyond the preparation period and greater than an extra period two (2) days in an eight (8) day cycle, the teacher will be assigned to an additional common planning period by the building Principal.
- c) No teacher will be required to teach more than four (4) periods in any school day unless by mutual agreement. It is not the intent of the parties to utilize this provision in order to avoid the hiring of a full-time teacher. Accordingly, in the event that the School Committee utilizes this provision in order to fill the additional period, such use shall be limited to sixty (60) days. In such a case, the School Committee shall solicit volunteers to assume those added teaching responsibilities, subject to a determination that the teacher is certified in the subject area and is otherwise qualified to teach in the subject area. In exchange for assuming these teaching duties, the teacher shall be paid an amount equal to 0.125 of his/her per diem pay for each period assumed. In addition, the teacher shall forfeit his/her preparation period for that day. On the days in the rotation where a teacher has an additional non-teaching period, the teacher will be required to attend the common planning period. The School Committee shall advise the teacher volunteering to fill the position as to the probably length of time such assignment shall be in effect. The School Committee expressly reserves the right to fill the position on a permanent basis at any time, but will provide at least one week's advance notice to the teacher who is filling the position pursuant to the section.
 - d) Every attempt will be made to assign teachers to no more than three (3) different class preparations during the eight-day Modified Block cycle.
 - e) Prior to the beginning of the school year, Administration will prepare a calendar designation which classes are to meet on a specific date. In the event the entire day of school is cancelled, the calendar will not be adjusted to make up the classes missed.
 - f) In the event of a two hour delayed opening, the minutes will be reduced in each of the five periods to accommodate the number of minutes that the school day has been delayed. Four (4) of the five (5) instructional periods will contain forty-three (43) minutes of instructional time. The instructional time of the lunch period will be sixty (60) minutes to accommodate three (3), twenty-six (26) minute lunch periods.
 - g) On early release days, the number of instructional periods will be reduced from five (5) to four (4), each no longer than forty-five (45) minutes in duration. (Example: Half Day A will run periods A.B.C.D and Half Day E will run periods E.F.G.H). Administration reserves the right to modify which periods run on half days to ensure that all classes meet an equal number of times as the number of class sessions may change in the event of

an emergency school cancellation. This may result in teachers not having a preparation period on that day.

- h) During common planning time, teachers will be assigned to professional learning communities facilitated by administration and/or department chairs. This time will be utilized to engage teachers in school improvements initiatives, curriculum development and documentation, or other professional development activity with final approval of the Assistant Superintendent.
- i) On-going training will be provided in pedagogy and content specific areas. This training will take place during the teachers' regular contracted day.
- j) High School teachers will facilitate a daily Academic Advisory period of approximately 36 minutes each full day of school. Such academic advisory period shall be used for support of student learning including, but not be limited to, the review of materials already covered, explanation of concepts from previous lessons that have not been mastered by students, and providing time for students to make up work and to complete projects and missed tests or assessments. Teachers may also use the time for student enrichment activities. The advisory committee will create a limited curriculum that teachers may use on the first full school day of the week during the advisory period. Teachers will not have observations for educator evaluation during academic advisory but may request an observation. Academic advisory does not count as a class period for purposes of Article 8.G.2(c) and it shall not count as a class preparation for purposes of Article 8.G.2.(d). Academic Advisory Program Committee (AAPC):

The parties agree that the Academic Advisory Period will be piloted during the 2019-2020 school year and that the committee consisting of administrators and teachers who worked on the topic of academic advisory during the 2017-2018 work year shall continue to meet during the 2018-2019 school year. This committee will be referred to as the Academic Advisory Program Committee (AAPC). Teachers who participated in the AAPC during the 2018-2019 school year will receive PDPs for such participation. In addition, the AAPC will meet no fewer than twice (December and April) during the 2019-2020 school year and may make recommendations to the Principal for improvements and/or changes to the Academic Advisory Program. The Academic Advisory Program will continue after the expiration of the AAPC in the spring of 2020.

- k) Upon ten (10) days written notice by either party, the parties agree to open this Article to negotiate changes in scheduling as

mandated by the Education Reform Legislation of 1993, or other legislation and/or regulations promulgated during the term of this Agreement, as such changes may affect the wages, hours and other conditions of employment for members of the bargaining unit.

H. PROTECTION

1. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Building Principal in writing. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher, for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teachers, the police and the courts.
2. The rights of the teacher to indemnification against certain actions and claims and to legal assistance shall be governed by General Laws, Chapter 258.
3. No teacher shall be required to provide transportation for pupils to activities, which take place away from the school building of the pupils concerned. A teacher may provide such transportation with the advance written approval of the Building Principal and a teacher who does provide such transportation with such approval, but not otherwise, shall be entitled to the indemnification provided by General Laws, Chapter 258, Section 100C.
4. All teachers must secure collected money in the office.
5. All staff must have an emergency card on file with the nurse's office.

I. REDUCTION IN STAFF

1. This section does not apply to teachers without Professional Teacher Status. No professional status teacher shall be laid off while there is a non-professional status teacher whose position the Professional Status Teacher is licensed/certified to fill. The Superintendent will attempt to meet the reduction by attrition: To wit retirement, resignation or other means.
2. Seniority means a teacher's length of service in years, number of days as a District employee as recognized in this Agreement and described in Article 1 A of the bargaining agreement. Teachers shall be credited for seniority purposes with all time spent on any leave of absence provided for in the agreement.
3. In the event of a reduction in the number of professional status members:

- a) The Superintendent/designee shall consider the best interest of the students in the school or district and teachers' qualifications. The criteria for determining teachers' qualifications shall include:
 - a. Indicators of job performance, including overall ratings from three or more summative evaluations; however, no distinction shall be made between proficient and exemplary ratings;
 - b. Experience in the subject matter/area and grade levels.
 - c. Educational background; and
 - d. Nature and diversity of license.

Seniority shall only be used as a tie-breaker in personnel actions between or among teachers whose qualifications are no different. In making a decision regarding the layoff or reduction in force of a teacher(s), the Superintendent/designee shall consider the qualifications of the teacher(s) and the best interest of students in the school or district.

- b) Each teacher selected to be reduced will be reassigned to the vacancy in his/her area of present assignment if he/she is appropriately licensed/certified for the vacant position; but if this is not possible, then the teacher will be moved to another vacancy in an area in which he/she is qualified by license/certification; but if this is not possible, the teacher will be laid off.
- c) In cases involving teachers who have identical seniority, preference for retention shall remain the prerogative of the Superintendent.
- d) Notice of transfer due to reduction in force shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1 of the year immediately preceding the transfer.
- e) Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff. Such notice will inform the laid off teacher that the District sends recall notices via email and that it is the teacher's responsibility to provide the Human Resources Office for the District with the teacher's current personal email address during the recall period.
- f) Teachers who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their respective layoffs. During the recall period, teachers shall be notified by e-mail to their last email address of record with an email copy to the Association President for the union's records, and given preference for positions as they develop in the inverse order of their respective layoff, and all benefits, which a teacher was

entitled to at the time of the layoff, shall be restored in full upon reemployment within the recall period. Preference will be valid for no longer than 7 calendar days after the date of the email read receipt. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

- g) Failure of the laid off teacher to accept an offer of employment to a teaching position shall terminate said teacher's recall rights.
 - h) Laid off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee total premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.
4. Seniority List: A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within a reasonable time following the execution of this Agreement.

J. TRANSFERS

1. A transfer is defined as the assignment either voluntary or involuntary of a teacher to a school within the District different from that to which the teacher is currently assigned. Notice of transfer shall be given to teachers as soon as practicable and under normal circumstances not later than June 1 of the year immediately preceding the transfer.
2. All teachers shall be given opportunity to make application for such positions and the Building Principal and Superintendent agrees to give due weight to the professional background and attainments of all applicants.
3. Procedures
 - a) To ensure universal access to teaching vacancies, all vacancies will be posted on the District's website.
 - b) A teacher desiring a transfer will submit a written request to the Superintendent stating the desire to transfer in order to fill a posted vacancy within the District within the posting period.
 - c) If there is more than one teacher requesting a transfer to the same building or grade level, transfers shall be considered on the basis of qualification and seniority.
 - d) All candidates seeking transfers will be interviewed and seriously considered by the administration. However, final staffing decisions will remain with the Superintendent.
 - e) Such requests must be submitted within the posting period.

4. Voluntary transfer is a process initiated by the teacher who wishes to fill a teaching vacancy for which he/she is licensed in a school building other than the one to which he/she is currently assigned.
 - a) To ensure universal access to teaching vacancies, all vacancies will be posted on the District's website.

5. Involuntary transfer is a process initiated by the Administration in order to fill a teaching vacancy within the School District.
 - a) In the event of a teacher transfer being necessary, but not due to reduction in force, volunteers if qualified will be considered first.
 - b) If there is an insufficient number of volunteers to fill available vacancies, then the following procedure will be used:
 - i. Least senior teachers will be considered next for an involuntary transfer. Seniority is defined as stated in definition included in Reduction in Staff language (Article 7).
 - ii. Teachers being involuntarily transferred may request a meeting between the Superintendent/designee and an Association representative at which time the teacher shall be given the reasons for the transfer.
 - iii. In cases involving teachers who have identical seniority, decision to transfer shall remain the prerogative of the Superintendent.
 - iv. Teachers involuntarily transferred shall be given an assignment as nearly comparable as possible to their present position and area of certification.

6. Intra-building reassignment is defined as the reassignment of a teacher to a grade level or subject area for which he/she is licensed and qualified but, while in the same school, is a different than his/her current assignment. Such reassignment is a necessary part of the day-to-day operation of schools and as such the responsibility of the principal. A teacher, however, may request reassignment and such requests shall be seriously considered by the Administration.

K. MILEAGE

Any teacher who has to travel between schools or who uses his/her personal vehicle on official school business shall be reimbursed at the rate as approved by the School Committee.

L. DRUG FREE WORKPLACE REQUIREMENTS

1. Publication and dissemination to each employee of the North Middlesex Regional School District who is engaged in work for the School District that abuse (manufacture, distribution, dispensing,

possession or use) of a controlled substance in the workplace is prohibited.

2. Any employee convicted in a court of law involving a controlled substance in the workplace shall within thirty (30) days a) be terminated, or b) be required to participate satisfactorily in a drug abuse or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency; all costs for rehabilitation to be borne by the employee. The cost of rehabilitation shall not be borne by the employer. In instances where it is necessary, sick leave will be granted for in-patient treatment or rehabilitation on the same basis as is granted for other health problems.
3. As a condition of employment each employee will:
 - a) Abide by the terms of this policy.
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
4. The local school committee will notify the Department of Education and the appropriate federal agency within ten (10) days after receiving notice under subparagraph 3b from an employee or otherwise receiving notice of such conviction.
5. The school committee will establish a drug free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The school committee's policy of maintaining a drug free workplace;
 - c) Any available drug counseling rehabilitation and employee assistance program; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
6. This policy shall be interpreted in accord with state and federal law.

M. CONFLICT RESOLUTION

1. Parent and teacher communications contribute to student achievement. Teachers are interested in the concerns of the parents and want to address those concerns in an open and professional manner. Every effort will be made to refer questions regarding classroom issues directly to the teacher. Should a parent refuse to speak to or meet with the classroom teacher, the supervisor will communicate the complaint to the teacher.

ARTICLE 9-LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted at the discretion of the Superintendent.

B. All benefits to which a teacher was entitled at the time any such leave commenced, including unused accumulated sick leave, will be restored to his/her account upon return from a leave. It is recognized that no specific position can be held open during any leave but an effort will be made to assign the teacher to a comparable position to the one held at the time the leave commenced. In no event shall such leave count toward professional status.

C. All requests for extensions and notification of return must be applied for in writing on or before January 15 of each year in which the leave expires. Decisions on such requests will be confirmed in writing by February 15.

D. SICK LEAVE

1. The term "sick leave" shall apply to personal illness, prescribed medical examinations, or accidents in the immediate family or for other absences concerned with sickness and deemed justifiable by the Superintendent. Immediate family includes the teacher's spouse, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, or person actually living in the employees household.
2. Five or more consecutive days of sick leave require that a physician's certificate be submitted to the Superintendent, if requested, in writing.
3. The annual sick leave allowance for all professional employees shall be 18 days per year – accumulative to 140 school days. Absences for partial days shall be prorated based upon the number of scheduled periods per day for secondary teachers and ½ day for elementary teachers. Sick leave for new employees shall be 10 days for the first year, 10 days for the second year, and 10 days for the third year non-cumulative. Teachers upon entering their fourth year of teaching shall be granted an accumulated sick leave of 54 days decreased by the number of sick days used during their first three years of employment. Beginning with the fourth year of employment, sick leave shall be granted at 18 days per year with the unused days accumulative to a total of 140 days.
4. Should a teacher without PTS exhaust their allotment of sick days in one of the first three years, upon notification of the Superintendent of Schools, the teacher may apply prorated sick days accumulated up to the date of notification to absences due to prolonged illness or disability when additional days are necessary to make a full recovery. The number of days

eligible for use may not exceed the total number of sick days the employee had when the illness or disability began.

5. Teachers at the high school may be required to fill in for (absent) teachers, on an equitably rotating basis, only after such time that their senior students have been released for the school year.
6. For each day of unapproved absence, or for each day of absence in excess of sick leave, an amount shall be deducted from the annual salary determined by a fraction made up of a numerator of 1, and a denominator of the number of scheduled workdays. Extenuating circumstances causing such deductions will be reviewed by the Superintendent upon request.
7. Previously accumulated unused sick leave will be restored to all teachers returning from a leave of absence.
8. A total of a teacher's unused sick time is available on the pay receipt each pay period.

E. SICK LEAVE BANK

A "Sick Leave Bank" shall be established by the District. The Sick Leave Bank shall be administered in accord with the following provisions:

1. Sick Bank days may be granted only for the applicant's extended disability resulting from illness or accident and only after complete usage of all accumulated or accrued sick leave.
2. A physician's statement certifying the extended disability, illness or accident together with any appropriate medical evidence the Sick Leave bank Committee deems relevant and necessary to its decision (to be submitted, preferably, with the application requesting bank days and any renewal thereof). The Sick Leave Bank Committee may not act without submission of a physician's statement, except that a physician's statement may be submitted after the granting of days in cases of emergencies as determined by the Sick Leave Bank Committee.
3. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. Additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
4. After 30 days, the Sick Leave Bank Committee may have the applicant examined by a second physician, the cost of which will be paid for by the District. The Sick Leave Bank Committee may ask for additional verification as it deems necessary.

5. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for use of the Bank and the amount of the leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:
 - a) Medical evidence of serious extended illness
 - b) Longevity
6. The decisions of the above Sick Leave Bank Committee shall be final and binding upon the teachers, the Committee, and the Association with respect to the Administration of Sick Leave Bank and shall not be subject to grievance and arbitration.
7. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two representatives appointed by the Superintendent and three representatives appointed by the Association.
8. At the beginning of each school year, the District will submit, to the President of the Association, a count of the number of sick days in the bank.
9. Only those teachers who are new to the system or did not contribute to the bank previously shall contribute one day to the bank. Unless, if more days are needed, the Association shall notify the members of the bargaining unit by October 1 if additional contributions to the bank will be necessary during the school year.

F. PERSONAL LEAVE

1. All members of the bargaining unit shall receive 3 days paid leave in full or one-half (1/2) day increments for personal reasons, which cannot be carried out other than during school hours.
2. Personal leave days may generally not be granted for the workday before or after a holiday, vacation period, or other leave of absence.
3. Leave days are generally not granted in the first or last weeks of school.
4. Leave may be at the discretion of the teacher if 72 hours' notice is given when requesting personal leave, unless there is an emergency.
5. Teachers will submit a completed Employee Notification and Request Form for recordkeeping purposes, stating teacher's name and date of request.
6. Personal leave is appropriate for the following and similar reasons:

- a) Serious illness in the immediate family or of any person for whose welfare the employee is solely responsible.
- b) Necessity of taking either a member of the immediate family or a person for whose welfare the employee is solely responsible to the hospital or of bringing him/her home when no one else is available.
- c) Court appearance.
- d) Family catastrophe.
- e) Attendance of employee at college graduation of a member of the immediate family or of any person for whose welfare the employee is solely responsible.
- f) Personal bank business such as a mortgage or real estate closing.
- g) Individual cases not directly covered by the above shall be decided by the Superintendent based on whether actual necessity is involved.

G. WORKERS' COMPENSATION

Pursuant to G.L. c 152, §69, a teacher who is eligible to receive or is receiving Workers Compensation shall be permitted to use up accumulated sick leave for the purpose of receiving the difference between what is received under Workers' Compensation and the regular weekly Salary. The District, at the teacher's election, shall pay the necessary amounts and charge them to accumulated sick leave. In instances when accumulated sick leave and/or authorized withdrawals from sick bank are exhausted, the teacher will only receive Workers' Compensation benefits.

H. BEREAVEMENT

1. In addition to the provisions of Article 10, full time teachers will be allowed up to five (5) days leave during the school year in any case of death in the immediate family.
2. The term "immediate family" means the teacher's spouse, partner, and the parents, children, siblings, grandparents, brother-in-law, sister-in-law, or grandchildren of the teacher or his/her spouse / significant other, or other members of the immediate household.
3. These five (5) days shall be non-cumulative.
4. In addition to the provisions of Article 10, an absence of one day non-cumulative will be granted in the event of the death of an aunt, uncle, niece, nephew, or cousin of the teacher or spouse / partner if the teacher attends the funeral.
5. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable a teacher to attend the funeral or to attend to family or personal matters arising because of the death. If additional days for bereavement are required, they may be

granted at the discretion of the Superintendent. Additional days will be charged to sick leave.

I. THE SMALL NECESSITIES ACT CHAPTER 149: SECTION 52D OF FMLA

1. Employees shall be entitled to a total of 24 hours of leave during any 12-month of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
 - a) Accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
 - b) Accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

2. The District may require the employee to substitute any of the accrued paid vacation leave, personal leave, or medical or sick leave on record. The District is not required to provide paid sick leave or paid medical leave in any situation in which it would not normally provide any such paid leave. Leave under this section may be taken intermittently or on a reduced leave schedule.

If the necessity for leave under this section is foreseeable, the employee shall provide the District with not less than seven days' notice before the date the leave is to begin. If the necessity for leave is not foreseeable, the employee shall provide such notice as is practicable. The District may require that a request for leave under this section be supported by a certification of the reason for this request or use of SNA leave.

J. JURY DUTY

1. Teachers who are called for jury duty shall not suffer any loss in income.

2. If the teacher received compensation from the court, then the following procedures will be followed:
 - a) The teacher will sign over to the School Department any checks received for Jury Duty (not including payment for mileage and other expenses) or
 - b) The teacher will present a certified check for the amount of such pay to the School Department.

K. PROFESSIONAL LEAVE

1. Each teacher may be granted time necessary to attend meetings, conferences, and / or conventions of an educational nature and at least one day for the purpose of visiting other schools which have new and / or innovative programs.

2. The school, school day, and the purpose of the visit shall be subject to the approval of the Principal and Superintendent.
3. Teachers may be asking to share information derived from such visits.

L. ASSOCIATION LEAVE

1. Two days additional leave shall be granted for the President of the Association and up to two other members of the Association to attend MTA and / or NEA conferences, conventions, or workshops.
2. Said leave will not exceed six person-days in any work year.

M. LEAVE BENEFITS FOR PART-TIME EMPLOYEES:

Notwithstanding any provision of this Agreement to the contrary, each employee who works less than full-time shall have his/her sick leave, sick leave bank, personal leave and bereavement leave benefits prorated. For example, if an employee works half time, the employee will be entitled to half of the sick leave entitlement provided to full-time employees. Eligibility for the *Small Necessities Leave Act* shall be in accordance with M.G.L. C. 249 § 52D. Jury Duty leave shall not be prorated for part-time employees.

ARTICLE 10- FAMILY AND PARENTAL LEAVE

A. FAMILY LEAVE

In accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA), the District will grant full and regular part-time teachers with at least one year of active employment upon, if possible, thirty (30) days' notice up to twelve weeks of unpaid leave during any twelve-month period for any of the following reasons: 1) to care for the employee's child within one year of birth, adoption, or the initiation of foster care; 2) to care for a child, spouse, or parent with a serious health condition; or 3) because the employee's own serious health condition makes the employee unable to perform his or her job. A "serious health condition" is an illness, injury, impairment, or physical or psychological condition that involves either inpatient care at a health care facility or continuing treatment by a healthcare provider. An employee that is out on family or maternity leave, may use accumulated sick or benefit time if otherwise eligible for such benefits.

B. PARENTAL LEAVE PURSUANT TO M.G.L. CHAPTER 149, § 105 D FOR THE BIRTH OF THE EMPLOYEE'S CHILD:

1. Upon receipt of at least two weeks written notice of a teacher's anticipated date of departure and intention to return, the District shall grant a leave of absence for parental leave for up to eight (8) weeks in accordance with the

provisions of M.G.L. Chapter 149, § 105 D for the birth of the employee's child to teachers who have completed their probationary period, but are not eligible for FMLA leave. Except to the extent covered by sick leave as set forth below, parental leave shall be without pay.

2. A teacher who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days the teacher is disabled and unable to work. The Committee may require a teacher to submit medical evidence verifying the disability.

C. EXTENSION OF SHORT TERM LEAVE

The above leaves may be extended by mutual agreement between the teacher and the Superintendent in order that a teacher who has been on FMLA or short-term parental leave status may return at an appropriate time in consideration of the students' program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from pregnancy extends beyond the above time periods.

D. Extended Child-Rearing Leaves

In the event a teacher desires a leave longer than the above statutory periods, the procedure listed below shall be followed:

1. Written notification of the request is to be given to the Superintendent as soon as possible, but not less than three (3) months prior to the beginning of the extended leave. Said child-rearing leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period) if, up to this time, she can, in the opinion of her physician, perform her duties satisfactorily.
2. The child rearing leave will terminate one year from the first of September following the birth of the child, or sooner, if the teacher and Superintendent so agree. Unless the teacher returns to work at the expiration of the leave, or any extension thereof, the teacher shall be deemed to have voluntarily resigned his/her employment.
3. Not later than February 15, the teacher shall notify the Superintendent in writing of his/her intent to return to teaching the following September. She/he may at that time request an extension of leave for one year with notice of return to be written at the later date. Extensions may be granted at the discretion of the Superintendent.

4. All notices of intent to return to teaching shall be accompanied by a physician's certificate indicating that the teacher is in good health and capable of resuming her teaching duties. Upon her return to work, she will be granted her previous position or the most comparable position available.
5. A teacher on extended child rearing leave shall not receive any salary for that period of time, any payment for accumulated sick leave, nor shall any such leave count toward professional teacher status. A teacher returning from child rearing leave will be placed on the step held when child-rearing leave commences.
6. All benefits, including unused accumulated sick leave, will be restored to the teacher upon her return from leave.
7. A teacher on leave beyond the requirements of the Family Medical Leave Act will be entitled to Cobra health benefits only.

E. ADOPTION LEAVE PURSUANT TO M.G.L. CHAPTER 149, § 105 D

1. Eight-week leave of absence without pay will be granted to an employee adopting a child under 18 years of age (M.G.L., c.149, §105D)
2. Parents adopting a child shall be granted "parent leave" under the following conditions:
 - a) If the child is less than one year of age, said leave shall not exceed one year from the date the child is received by the parents.
 - b) If the child is one year of age or older, said leave shall not exceed 40 days from the date of custody.
 - c) Notwithstanding, said leave will not extend beyond September 1 of the school year following the year in which custody occurs.
 - d) In no event shall the minimum parent leave be less than 40 days.
 - e) Any extension of parent leave shall be at the discretion of the Superintendent.
 - f) Such requests shall be made in writing to the Superintendent.

ARTICLE 11-TEACHER EVALUATION

NMRSD shall adopt an evaluation system consistent with the newly modified 603 CMR 35.00. Evaluation is a shared responsibility between the teacher and the principal. The teacher evaluation process will be based on the Massachusetts Model System for Educator evaluation. The model includes statewide standards and indicators, role-specific rubrics and three categories of evidence to assess educator performance on the Standards and Indicators. A committee comprised of elementary, middle and high school teachers and District Administration will continue to review the evaluation processes and procedures annually through the first three (3) years of implementation and revise the teacher evaluation process as necessary.

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 evaluations 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).

[Updated Evaluation Language 2019](#)

ARTICLE 12-GENERAL

- A. Whenever any vacancy in a position occurs during the school year (September to June), it shall be publicized by the Superintendent by means of a notice placed on the District website. All teachers shall be given opportunity to make application for such positions and the Building Principal and Superintendent agrees to give due weight to the professional background and attainments of all applicants provided the individual is approximately licensed and highly qualified as stipulated by the MA Department of Elementary and Secondary Education.
- B. All openings for summer school and evening school positions and for positions under federal programs shall be publicized by the Superintendent on the District website as early as possible and teachers who have applied for such positions shall be notified of the action taken regarding their application as early as possible.

ARTICLE 13-RETIREMENT BENEFIT

A. Retirement Benefit

In recognition of dedicated service to the North Middlesex Regional School District, any teacher covered by this Agreement who has taught for twenty (20) years in the District (or thirty (30) years total teaching, the last fifteen (15) of which have been consecutive in the District), may obtain a lump sum payment at the conclusion of the final year of teaching by following the established procedure:

- a) Eligible teachers who desire to participate in this program will notify the Superintendent by November 1 of the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers Retirement Act.
- b) It is understood that the giving of notice of intent to retire pursuant to this provision is irrevocable, and the teacher giving such notice shall be required to retire at the conclusion of the school year following the calendar year in which the notice of intent to retire is given, except if extraordinary changes in the teacher's family or personal life require the teacher to continue teaching.
- c) If such notice is submitted in writing by November 1, then at the conclusion of the final year of teaching, up to one hundred (100) days of accumulated sick leave shall be wiped off the books and in lieu thereof the individual concerned will receive a lump sum payment equal to \$50 for each sick day.

B. Death Benefit

1. Any retirement compensations due to a teacher who has given the necessary notice and who has been employed in the system for fifteen (15) years but who dies prior to retirement shall be paid to the estate of said teacher. Said payment shall be made within ninety (90) days of the final paycheck.

C. Life/Health Insurance Benefits (Retirement)

- a) Retired teaching personnel may choose to have life and health insurance administered by the Retired Municipal Teachers' programs (RMT) division of Massachusetts Group Insurance Commission (GIC). North Middlesex Regional School District will pay the percentage of payment on health and life insurance as is specified by state statute.
- b) Life Insurance: The District agrees to provide life insurance in the amount of \$5,000.

ARTICLE 14-LONGEVITY

A. Conditions

1. Definition: Longevity will be based upon total years of service in the District as a District employee as recognized and described under Article 1 A of this Bargaining Agreement.
2. After completion of fifteen (15) years of creditable service to the North Middlesex Regional School District, the following will be paid:

Longevity will be applied as follows:

Year 1		Year 2		Year 3	
YRS	AMT	YRS	AMT	YRS	AMT
15-19	\$1,350	15-19	\$1,350	15-19	\$1,350
20-24	\$1,600	20-24	\$1,600	20-24	\$1,600
25-29	\$1,850	25-29	\$1,850	25-29	\$1,850
30+	\$2,150	30+	\$2,150	30+	\$2,150

3. Said sum will be paid with the first paycheck in December of each year.

ARTICLE 15-TITLE ONE TEACHERS AND DISTRICT TUTORS

A. The terms and conditions of employment

1. Status
 - a) Title One Teachers and District Tutors are hired on an annual basis. It is understood and agreed to by the Title One Teachers and District Tutors and the Teachers Association that the Title One program and employment of tutors for the program terminates each year.
 - b) They are not eligible for professional status.
2. Work Day/Year
 - a) Title One Teachers and District Tutors work 170 days.
 - b) Title One Teachers and District Tutors who work 6 hours a day will have a 45-minute preparation time and a 25-minute lunch break.
 - c) Teachers/Tutors required to work beyond the 6 hours in one day will be paid the regular hourly rate.
 - d) For required work over 40 hours in one week, the hourly wage will be 1.5 times the regular hourly wage.
 - e) All overtime work must be with the prior approval of the Superintendent.
3. Sick Leave/Personal Days
 - a) Title One Teachers and District Tutors will be entitled to ten (10) sick days per year, non-cumulative.
 - b) Title One Teachers and District Tutors will be eligible for three (3) personal days per year. It is agreed and understood that personal leave is not vacation leave and shall not be used to extend a holiday or vacation period. Personal leave is to be used for transactions that cannot be carried out other than during school hours such as mortgage closing, a day in court, or bank transactions. Personal leave is not accumulative or charged against sick leave.
4. Professional Responsibilities
 - a) Title One Teachers and District Tutors will attend District-wide staff meetings and in-service staff development workshops held during the tutoring workday.
 - b) Title One Teachers and District Tutors will attend parent conferences held during the tutor workday. Title One Teachers and District Tutors will attend parent conferences held during the tutor workday. Title One Teachers and District Tutors may be required to attend evening parent conferences and open houses and will be paid a minimum of two (2) hours per evening.

- c) Parent-requested conferences shall be honored by the Title One Teachers and District Tutors within seven (7) school days and scheduled at a mutually convenient time. If scheduled at a time beyond the teacher/tutorial workday, overtime shall be paid. The building principal must approve in advance all extended time for parent conferences.

5. Benefits

- a) Title One Teachers and District Tutors will be eligible for medical/hospital and life insurance coverage as granted under the teachers' contract. The School Committee will contribute the same percentage to the premium as is required by the teachers' contract.
- b) Title One Teachers and District Tutors will be eligible to participate in the long-term disability coverage at 100% cost.

6. Compensation

- a) Title One Teachers and District Tutors will be placed on a differential hourly pay scale as follows:

Title 1 Teachers Salary Calculation FY19-FY21

	Step 1	Step 2
Year 1	27.51	30.24
Year 2	28.06	30.85
Year 3	28.62	31.46

- b) Effective beginning in September 2008, a Title 1 Teacher who is hired as a teacher will be placed on the teachers' salary schedule based on the following formula:
(This formula does not apply to teachers who have been hired prior to 2008)

X no. of years of service in the District as Title 1 Teacher = Step Placement

(Rounded up to the nearest year)

- c) District Tutors will be given one (1) year of credit on the teachers' salary scale for every two years as a District Tutor.

7. If a reduction occurs amongst Title 1 teachers, reduction shall be by seniority within the Title 1 classification.

ARTICLE 16-PROFESSIONAL CONSULTATION

In recognizing that the fundamental purpose of the parties to this Agreement is to provide education of the highest quality for the children of the North Middlesex Regional School District, and that fulfillment and this purpose can be supported by consultations and free exchange of views between the Committee and the teaching staff, the parties hereto agree that a Professional Consultation Procedure shall be established to be operative during the term of this Agreement.

Consultation meetings between the Committee or a subcommittee thereof and the Association may be scheduled not more frequently than twice each school year for duration of no longer than two hours upon written request of the Association. The Association agrees that prior to two weeks before the date scheduled for consultation, it will submit to the Head of the School Committee a written agenda of subjects about which it desires to consult, and the Committee shall have the opportunity to include on said agenda matters of concern or interest to the Committee. Consultation will be confined to subjects on the agenda. The frequency and/or length of such meetings may be extended by mutual agreement. The Superintendent will attend but shall not chair consultation meetings.

It is further agreed that the provisions of this Section will in no way be construed as broadening the scope of the other sections of the Agreement on broadening the application of this Agreement as a whole, nor will these provisions make any matter a grievance that would not be a grievance in the absence of these provisions, nor will these provisions make any matter a mandatory subject of discussion at any time other than at the consultation described in this Section that would not be a mandatory subject of discussion in the absence of the provisions of this Section.

ARTICLE 17-PROFESSIONAL DEVELOPMENT

- A. Change in Category
 - a) Application for change in professional category for salary purposes must be submitted to the Superintendent's Office no later than January 1 of the year prior to the September in which the change is to become effective.
 - b) All changes in professional category become effective in September.
 - c) If there is any doubt about gaining required credits for anticipated professional category change, a teacher may file an application with the understanding that change will be approved subject to official proof of necessary credits by September.

- d) Graduate courses and/or workshops completed and approved in advance by the Superintendent that have been taken since the teacher's present professional category was determined should be listed on the Application for Change in Category form.
- e) Any graduate courses taken prior to the establishment of your present professional category that were not approved in writing and in advance by the Superintendent may not be recognized, i.e. credited toward a change in professional category.

B. Guidelines For Lane Change Credits (formally known as in-service credits)

a) Definition

- 1. A Lane Change Credit will be awarded for work that is equivalent to one (1) graduate level course as determined by the Superintendent.
- 2. Graduate level courses in District or at an accredited college or university, pre-approved by the Superintendent.
- 3. Credits conferred by the Superintendent for specific activities (i.e. mentoring or selected in District or out of District workshops).
- 4. There will be a cap of 21 lane change (in-service) credits during term of employment for lane change.
- 5. The Teachers Association meetings or conferences are not covered by this section.

b) Exception to the cap:

- 1. An employee may exceed this cap for the use of 21 lane change credits only once during the term of employment under the following circumstances:
 - a. The course is a District office graduate level course designed to meet the requirements of a federal, state or local mandate. Example: Courses offered by the District in one or more of the ELL Categories for the DESE Endorsement for teachers.
 - b. This exception is at the discretion of the Superintendent and must be pre-approved via the steps below.

c) Request Process

- 1. Pre-approval is required from the Principal and the Assistant Superintendent of Schools.
- 2. Credit will be considered for in-service participation for hours after the school day and or beyond the teacher work year.

C. Course Pre-Approval

- a) Teachers must request pre-approval of courses for the purpose of lane change or reimbursement by submitting the "Pre-Approval Request" Form to the Principal and Assistant Superintendent.
- b) This form will be returned to the teacher after pre-approval has been granted by the Assistant Superintendent.

- c) It must be resubmitted to the Assistant Superintendent after course completion with the instructor's verification of attendance.
- d) Once approved the form must be submitted for reimbursement or lane change.

D. Reimbursement for Professional Development

- 1. The District will pay the reasonable expenses (registration fee, and substitute, if necessary) incurred by teachers who attend one or two-day workshops, seminars, conferences or other professional improvement sessions at the request of and/or with advance approval of their Principal and the Superintendent.

ARTICLE 18-TUITION REIMBURSEMENT

A. Beginning in 2018-2019 School Year:

- 1. The Committee shall reimburse each teacher up to a maximum of one-thousand dollars (\$1000.00) each year for courses, provided that the Committee shall not be required to expend more than sixty-five thousand dollars (\$65,000.00) to fund this provision. The following conditions must be met to receive reimbursement:
 - a) Courses are approved in advance by the Superintendent.
 - b) Courses meet the criteria set forth in this Agreement.
- 2. The fund will be divided into three reimbursement periods:

Semester	Amount
Summer	\$31,000
Fall	\$17,000
Spring	\$17,000

- a) To be eligible for reimbursement, requests must be submitted to Central office no later than two weeks after the receipt of the official grade transcript.
- b) Any remaining money in the pool following the first round of reimbursements will be carried over to the next reimbursement period.
- c) In the event that the above amount is insufficient to satisfy the requests of all applicants, applicants shall be reimbursed on a pro rata basis.
- d) Teachers must notify central office of a pre-approved course is not taken.

3. Each Bargaining Unit Member will be eligible to receive reimbursement of the tuition and fees for pre-approved courses completed with a passing grade of B or better up to a maximum of one-thousand dollars (\$1000.00) per year subject to the following conditions:
 - a) The Superintendent of Schools or his/her designee must approve all courses in advance.
 - b) A final grade report along with payment verification must be submitted to the Superintendent's office not later than two weeks following the receipt of the official grade transcript, to be eligible for reimbursements.
 - c) To qualify for reimbursement, Bargaining Unit Members must be actively employed in NMRSD during the school year following the completion of said courses. If a bargaining unit member, of their own volition, fails to return the employ of NMRSD full reimbursement of all funds awarded to that member must be made within thirty (30) days of the termination date.
 - d) Teachers hired specifically to fill one-year, temporary positions (i.e., to replace a teacher on leave) will not be eligible for tuition reimbursement.

ARTICLE 19-RETELL

1. For the purposes of the RETELL initiative, an "available employee" shall be defined as an employee of the Committee who can attend a DESE SEI Endorsement Class or DESE SEI Endorsement Bridge Class as offered per schedule on the DESE website. Also, for the purposes of the RETELL Initiative, an "eligible employee" shall be defined as an Educator of the Committee who currently has or will have one or more ELL students in their classroom(s) the following school year, or a supervisor of an Educator who has or will have one or more ELL students in his/her classroom(s).
2. During the District's Cohort years, the School Committee shall work collaboratively with the Association and shall inform Association leaders which employees are eligible and available based upon scheduling. An employee may volunteer to take the SEI Endorsement Class or Bridge courses in anticipation of taking ELL students in his/her classroom; however, scheduling of the ELL students is the Principal's decision. An employee with existing SEI Endorsement may volunteer to have one or more ELL students in his/her classroom; however, the final decision for scheduling will be determined by the Principal. No later than one (1) week before the Committee transmits any such names, to DESE, the Committee shall notify such employees of this designation so that the employee may correct this determination if needed. In the event that the employee is unable to participate

in the SEI Endorsement Class or Bridge course due to a Hardship Exception, the employee will first discuss the hardship with the Principal and Building Representative and seek to resolve the issue at the building level.

3. All employees obtaining SEI Endorsement, by successful completion of the forty-five (45) hour course for college credit, shall be eligible for course reimbursement and three (3) credits toward lane change. In the event that a university offers credit for the twenty-four (24) hour Long Bridge Course, employees shall receive two (2) credit hours toward lane change. In the event that a university offers credit for the fifteen (15) hours Short Bridge Course, employees shall receive one (1) credit hour toward lane change. Employees who obtain an SEI Endorsement without any additional coursework as part of initial license or successful completion of the SEI Endorsement test are not eligible for any additional credit hours by obtaining the SEI Endorsement.
4. In the event that DESE does not provide funding for the SEI Endorsement Class or Bridge Course(s) beyond the 2015-2016 school year, the School Committee shall provide the resources or course reimbursement funds so all eligible employees may earn the endorsement through the coursework. Educators with ELL students in their classroom at the time of course registration will have priority to access funding for reimbursement.
5. All Educators without an SEI Endorsement shall be notified if there are to be registered ELL students in their classroom(s) as soon as the information is available, but in no case later than the start of school. In cases of ELL Students already enrolled in the District, the affected Educator(s) shall be notified of assignment of ELL students by the end of the school year preceding such assignment. All supervisors of Educators without an SEI Endorsement shall be notified if there are to be registered ELL students in the classroom(s) of educators they supervise for the following school year as soon as the information is available, but in no case later than the start of school.
6. Employees enrolled in the SEI Endorsement Class or Bridge Course(s) will receive due consideration in the Educator Evaluation Process and will be held harmless on observations, formative assessments, and summative assessments on subjects covered in the SEI Endorsement coursework. Employees who wish to incorporate the process of obtaining the SEI Endorsement or the progress of their ELL Students, in whole or in part, as their professional practice goal or evidence submitted for Educator Evaluation may do so.

Except, as amended hereby, said Agreement shall remain in full force and effect, subject to all the terms and conditions as set forth therein.

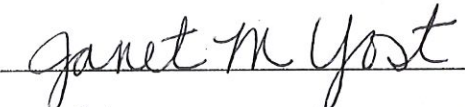
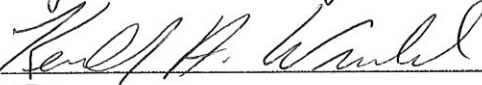
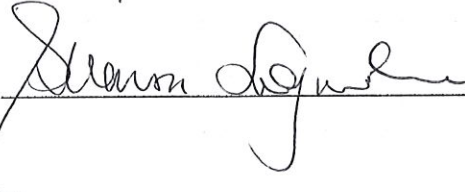
IN WITNESS WHEREOF,

the parties hereunto set their hands and seal this 10th day of June, 2019.

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT TEACHERS' ASSOCIATION

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APPENDIX A: PAYROLL DATES

Pay Dates			
<u>Pay Period</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
1	7/5/2018	7/3/2019	7/2/2020
2	7/19/2018	7/18/2019	7/16/2020
3	8/2/2018	8/1/2019	7/30/2020
4	8/16/2018	8/15/2019	8/13/2020
5	8/30/2018	8/29/2019	8/27/2020
6	9/13/2018	9/12/2019	9/10/2020
7	9/27/2018	9/26/2019	9/24/2020
8	10/11/2018	10/10/2019	10/8/2020
9	10/25/2018	10/24/2019	10/22/2020
10	11/8/2018	11/7/2019	11/5/2020
11	11/21/2018	11/21/2019	11/19/2020
12	12/6/2018	12/5/2019	12/3/2020
13	12/20/2018	12/19/2019	12/17/2020
14	1/3/2019	1/2/2020	12/31/2020
15	1/17/2019	1/16/2020	1/14/2021
16	1/31/2019	1/30/2020	1/28/2021
17	2/14/2019	2/13/2020	2/11/2021
18	2/28/2019	2/27/2020	2/25/2021
19	3/14/2019	3/12/2020	3/11/2021
20	3/28/2019	3/26/2020	3/25/2021
21	4/11/2019	4/9/2020	4/8/2021
22	4/25/2019	4/23/2020	4/22/2021
23	5/9/2019	5/7/2020	5/6/2021
24	5/23/2019	5/21/2020	5/20/2021
25	6/6/2019	6/4/2020	6/3/2021
26	6/20/2019	6/18/2020	6/17/2021
26.1 (lump Sum payroll)	6/20/2019	6/18/2020	6/17/2021

APPENDIX B: EVALUATION DOCUMENTS

Teacher Evaluation documents are available on the North Middlesex Regional School District “Teach Point” website and can be accessed by all professional personnel via his/her log in.

APPENDIX B

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Appendix A. Educator Evaluation and Collective Bargaining

Excerpts from M G.L. c. 71, § 38.

The superintendent, by means of comprehensive evaluation, shall cause the performance of all teachers, principals, and administrators within the school district to be evaluated using any principles of evaluation established by the board of education pursuant to section one B of chapter sixty-nine and by such consistent, supplemental performance standards as the school committee may require, including the extent to which students assigned to such teachers and administrators satisfy student academic standards or, in the case of a special education student, the individual education plan, and the successful implementation of professional development plans required under section thirty-eight Q; provided, however, that such principles and standards be consistent with the anti-discrimination requirements of chapter one hundred and fifty-two B. The superintendent shall require the evaluation of administrators and of teachers without professional teacher status every year and shall require the evaluation of teachers with professional teacher status at least once every two years. The procedures for conducting such evaluations, but not the requirement for such evaluations, shall be subject to the collective bargaining provisions of chapter one hundred and fifty E.

Performance standards for teachers and other school district employees shall be established by the school committee upon the recommendation of the superintendent, provided that where teachers are represented for collective bargaining purposes, all teacher performance standards shall be determined as follows: The school committee and the collective bargaining representative shall undertake for a reasonable period of time to agree on teacher performance standards. Prior to said reasonable period of time, the school district shall seek a public hearing to comment on such standards. In the absence of an agreement, after such reasonable period, teacher performance standards shall be determined by binding interest arbitration. Either the school district or the teachers' collective bargaining representative may file a petition seeking arbitration with the commissioner of education. The commissioner shall forward to the parties a list of three arbitrators provided by the American Arbitration Association. The school committee and the collective bargaining representative within three days of receipt of the list from the commissioner of education shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. In reaching a decision, the arbitrator shall seek to advance the goals of encouraging innovation in teaching and of holding teachers accountable for improving student performance. The arbitrator shall consider the particular socioeconomic conditions of the student population of the school district. Both the parties and the arbitrator may adopt performance standards established by state or national organizations. The performance standards shall be incorporated into the applicable collective bargaining agreement; provided, however, that any subsequent modification of the performance standards shall be made pursuant to the procedures set forth in this section.

Appendix B. Reporting Requirements and Educator Confidentiality

The regulations require districts to provide ESE with individual educator evaluation data for each educator. The regulations are explicit that educator evaluation data for each educator will not be made public. The single exception is the superintendent whose evaluation must be conducted in public and whose summative evaluation is a public document, consistent with state open meeting and public records laws. For all other educators, the regulations guarantee that any information concerning an educator's evaluation is considered personnel information and is not subject to disclosure under the public records law. However, aggregate data that do not identify individual educators is made public at the district and school levels on [ESE's website](#). See ESE's [Quick Reference Guide on Educator Evaluation Data Collection](#) for more information about rating data collection policies.

The Massachusetts Education Personnel Identifier (MEPID) is used to uniquely identify an educator. ESE requires the following seven (7) data elements for each educator MEPID:

Required Data	Data Element
Professional Teacher Status Educator's professional teacher status as of the end of the school year for which evaluation ratings are being reported.	Yes, No
Overall Summative or Formative Performance Rating Educator's current school year overall summative evaluation or formative evaluation performance rating.	Exemplary, Proficient, Needs Improvement, Unsatisfactory <i>Not Evaluated</i> <i>Not Applicable</i>
Standard I Evaluation Rating Educator's current school year evaluation rating on Standard I.	Exemplary, Proficient, Needs Improvement, Unsatisfactory <i>Not Evaluated</i> <i>Not Applicable</i>
Standard II Evaluation Rating Educator's current school year evaluation rating on Standard II.	Exemplary, Proficient, Needs Improvement, Unsatisfactory <i>Not Evaluated</i> <i>Not Applicable</i>
Standard III Evaluation Rating Educator's current school year evaluation rating on Standard III.	Exemplary, Proficient, Needs Improvement, Unsatisfactory <i>Not Evaluated</i> <i>Not Applicable</i>
Standard IV Evaluation Rating Educator's current school year evaluation rating on Standard IV.	Exemplary, Proficient, Needs Improvement, Unsatisfactory <i>Not Evaluated</i> <i>Not Applicable</i>
Educator's current school year rating on impact on student learning growth.	High, Moderate, Low <i>Not Evaluated</i> <i>Not Applicable</i>

Appendix C. Teacher and Caseload Educator Model Contract Language

Article ____

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Purpose of Educator Evaluation

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
 - B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
 - C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
 - D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
 - E) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
 - F) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
-

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- G) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- H) ***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").
- I) ***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.
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- 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.
- J) **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.
- K) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- L) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M) ***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.
- N) ***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.
- O) ***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.
- P) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, and student growth percentiles on state assessments, if state assessments are available.
- R) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. 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.
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- S) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- T) ***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.
 - Developing Proficient: For NPS teachers, we will use a rating system of exemplary, proficient, developing proficient, needs improvement and unsatisfactory. Any NPS teacher rated as developing proficient will be reported to the ESE as proficient.
- U) ***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.
- V) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Educator Impact on Student Learning:** A rating of impact on student learning is embedded within Standard II, Indicator C: Student learning updated Teacher Rubric and is determined by the educator's obtainment of proposed goals, common assessments, evidence of student growth, and other evidence provided for evaluator review.
- X) **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)
- Y) ***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
- Z) ***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.
- AA) ***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.
- BB) ***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.

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 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, *but are not limited to:* portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, capstone projects. One such measure shall

be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

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. NMRSD will adopt the new Teacher Rubric (August 2018) for implementation for the 2019-2020 school-year. Training will be provided to the NMRSDTA during the 2018-2019 school year.

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

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

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

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:

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

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/ her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and

achievement will be determined after ESE issues guidance on this matter. See #22, below.

C) Educator Plan Development Meetings shall be conducted as follows:

- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by the second Friday of October 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 the second Friday of October 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 the first school day of November. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first year of practice or first year assigned to a school:

- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- ii) The Educator shall have at least four unannounced observations during the school year.

B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

- i) The Educator shall have at least three unannounced observations during the school year.

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

A) The Educator whose overall rating is proficient or exemplary must have at least *four* 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 *four* unannounced observations.

- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation *of all Educators* should take place by the last Friday of November. Evaluator must complete at least two (2) additional unannounced observations and associated feedback by the last by the last school day of February. The final evaluation unannounced observation by the second Friday in May. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. The written feedback shall be delivered to the Educator in person or electronically.
- ii) The Educator will receive verbal feedback within two school days and written feedback documented within five school days. If no verbal feedback is provided, written feedback is required within two school days from the observation.
- 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

- (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory, or needs improvement, the feedback must:
- (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Educator should take to improve his/her performance.
 - (3) Identify support and/or resources the Educator may use in his/her improvement.
 - (4) 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.
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- 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 *and* performance on Performance Standards *for an overall rating*.
- D) Educator submits evidence on required Elements of Focus (family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals). The educator must turn half of the required evidence as well as progress towards SMART goals two weeks prior to formative assessment due date (1st Friday in February). 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 electronically.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) Educator submits evidence on required Elements of Focus (family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals). The educator must turn half

of the required evidence as well as progress towards SMART goals two weeks prior to formative assessment due date (Last Friday in May). The educator may provide to the evaluator additional evidence of the educator's performances 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 electronically.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by the last school day in May.
 - 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.
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- 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 (last school day in May), 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 completes and signs a copy of the Summative Evaluation report to the Educator electronically no later than the last school day in May.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the last school day in May.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by the last school day in June.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by the last day of the school year. 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 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, 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 the last school day in May.
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- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:

- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
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20. Timelines (Dates in italics are provided as guidance)

Timeline – Annual Plans

Evaluation Activity	Completion Deadline Date
<p>Superintendent or Designee meets with educators to explain the evaluation process. Teachers are asked to begin work on the self-assessment.</p> <p><i>First Year educators do not complete a self-assessment</i></p>	<p>1st Staff Meeting</p>
<p>Observation window opens.</p>	<p>Immediately following Orientation</p>
<p>Educator completes and submits self-assessment to the Primary Evaluator.</p>	<p>Last Friday in September</p>
<p>Educator meets with Evaluator to develop Educator Plan</p>	<p>Second Friday in October</p>
<p>Teachers submit their designated Educator Plan, including final SMART Goals and Action Steps for approval. Directors must approve all goals. Principal has final approval.</p>	<p>First School Day in November</p>
<p>Evaluator must complete at least one (1) unannounced observation.</p>	<p>Last Friday in November</p>
<p>Educator submits evidence on required Elements of Focus. Educator must turn half of the required evidence as well as progress towards SMART Goals.</p>	<p>Two (2) weeks prior to formative assessment due date (1st Friday in February)</p>
<p>Educator must complete one (1) announced observation on all first-year educators.</p>	<p>Prior to Formative Assessment</p>
<p>Evaluator completes the mid-cycle formative assessment report and shares it electronically to the educator.</p>	<p>First Friday in February</p>
<p>Educator signs formative assessment report.</p>	<p>Within ten (10) school days of receipt</p>
<p>Evaluator must complete at least two (2) additional unannounced observations and associated feedback.</p>	<p>Last School Day in February</p>

Evaluator must complete at least one (1) additional unannounced observations and associated feedback.	Second Friday in May
Educator submits remaining evidence on required Elements of Focus and on goals for summative evaluation.	Last Friday in April
Evaluator meets with educators whose overall summative evaluation ratings are <i>Needs Improvement</i> or <i>Unsatisfactory</i> .	Last School Day in May
Evaluator completes and signs summative evaluation report and shares with educator electronically.	Last School Day in May
Educator signs final summative evaluation report and adds response, if any.	Last School Day in June
Evaluator meets with teachers whose ratings are <i>Proficient</i> or <i>Exemplary</i> at the request of the evaluator or educator.	Last School Day in June

Timeline – Two Year Plan (PTS)

Year #1

Evaluation Activity	Completion Deadline Date
Superintendent or Designee meets with educators to explain the evaluation process. Teachers are asked to begin work on the self-assessment.	1st Staff Meeting
Observation window opens.	Immediately following Orientation
Educator completes and submits self-assessment to the Primary Evaluator.	Last Friday in September
Educator meets with Primary Evaluator to develop Educator Plan	Second Friday in October
Teachers submit their designated Educator Plan, including final SMART Goals and Action Steps for approval. Directors must approve all goals. Principal has final approval.	First School Day in November
Evaluator must complete at least one (1) unannounced observation.	Last Friday in November

Primary Evaluator must complete at least two (2) unannounced observation and associated feedback during the FIRST year of the plan.	Last Friday in April
Primary Evaluator provides educator with notice of need to provide evidence for formative assessment.	Four (4) weeks before due date (last Friday in May)
Educator submits evidence on required Elements of Focus. Educator must turn in a minimum of one (1) piece of evidence from each of the required Elements of Focus, as well as documenting progress toward SMART Goals.	Two (2) weeks prior to formative assessment due date (Last Friday in May)
Primary Evaluator completes mid-cycle formative assessment report and shares electronically to the educator.	Last Friday in May
Educator signs formative assessment report.	Last School Day in June

Year #2

Evaluation Activity	Completion Deadline Date
Educator submits remaining evidence on required Elements of Focus and on SMART Goals for summative evaluation,	Last Friday in April
Primary Evaluator meets with educators whose overall summative evaluation ratings are Needs Improvement or Unsatisfactory.	Last School Day in May
Primary Evaluator completes summative evaluation report and shares with educator electronically.	Last School Day in May
Educator signs final summative evaluation report and adds a response, if any.	Last School Day in June
Primary Evaluator meets with educators whose ratings are exemplary or proficient at the request of the evaluator or educator.	Last School Day in June

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

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

21. Career Advancement

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

22. Educator Impact on Student Learning

See Appendix E

23. Using Student feedback in Educator Evaluation

See Appendix F

24. Using Staff feedback in Educator Evaluation

See Appendix F

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 ensure 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.
- B) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommends adjustments to the parties.
- C) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance

Appendix E. Contract Language: Educator Impact on Student Learning

Section 22 - Educator Impact on Student Learning

22) Educator Impact on Student Learning

- A) Basis of the
 - i) The following student performance measures shall be the basis for determining an educator's impact on student learning, growth, and achievement.
 - (a) Statewide growth measure(s),
 - (1) Where available, statewide growth measures must be selected each year as one of the measures used to determine the educator's performance.
 - (2) Statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS for ELLs gain score.
 - ii) *Assessment evidence*
 - (a) *Assessment evidence* may consist of direct or indirect measures.

- (1) A direct measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
 - (i) Direct measures include, but are not limited to, criterion-referenced or norm-referenced measures such as: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
 - (2) Indirect measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.
 - (i) Indirect measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.
- (b) *Common Assessments* must be comparable across grade or subject level district-wide.
- (c) *Assessment evidence*- must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.

B) Determining Educator Impact on student learning

- i) The evaluator will meet with the educator annually to discuss the educator's students' growth for that school year. The evaluator will consult with the educator and then will determine whether in general, the educator's students demonstrated growth *in relation to end of year/course expectations* growth in comparison to grade level expectations set out by the Massachusetts Curriculum standards or other national standards associated with a specific discipline. The evaluator's determination will result in a *rating in Standard II of the teacher rubric in conjunction with observations, walkthroughs, and other evidence of student learning and teacher impact*. Based on this determination, and in support of the continuous growth and development of the educator, the evaluator may recommend modifications to the educator's instructional practice.
- ii) The evaluator shall use his/her professional judgment to determine whether an educator is having an impact on student learning. The evaluator will coincide of impact from at least two measures (one common assessment or district-adopted assessments where applicable) will apply professional judgment. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context.

- iii) The evaluator shall meet with the educator who exhibits a pattern of having a low impact on students.
- iv) Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in the goal setting and educator plan development processes, based on the educator's self-assessment and other sources that the evaluator shares with the educator.

Appendix F. Contract Language and General Considerations for the Implementation of Student & Staff Feedback

The procedures for conducting educator evaluation are a mandatory subject of collective bargaining in Massachusetts. As such, all districts have engaged in collective bargaining in order to implement the new educator evaluation framework for teachers, specialized instructional support personnel/caseload educators, and administrators represented by bargaining agents.

District and association/union leaders have approached contract language concerning educator evaluation differently. Some have included every detail of the evaluation process in their collective bargaining agreements. Others have included some aspects of the process in the contract and others in side letters or other documents. Still, other district and association/union leaders have bargained more general procedures, leaving some details to lie outside of formal agreements. The Model Contract Language released by ESE in 2012 to support implementation of the Summative Performance Rating (see [Appendix C](#) and [Appendix D](#) of [Part IV of the Massachusetts Model System for Educator Evaluation](#)) and in 2014 to support implementation of the (see [Appendix E](#) of Part IV) contains specific language that describes a complete process. Districts have adopted these contract models, adapted them to meet local needs, or have chosen not to use them - instead revising their existing systems to meet the regulatory requirements.

As it relates to the incorporation of student and staff feedback into the evaluation framework, ESE recognizes that the regulations, through a lack of prescription, afford great flexibility. Rather than issue model contract language outlining a specific process for collecting and utilizing student and staff feedback, ESE offers the following language, as well as additional considerations regarding collective bargaining.

Language

23. Using Student feedback in Educator Evaluation

In accordance with 603 CMR 35.07(1)(c)(2), the parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality. *All parties agree that student feedback shall support the self-assessment process and be used as evidence in this process.*

The summative rating for a teacher will not be impacted by any feedback received. Yet, if an educator does not allow students to provide feedback, then the overall rating will be

impacted, resulting in a Needs Improvement rating on Standard II and an overall rating of Needs Improvement.



General Considerations

Consideration #1

Districts may identify the instruments educators will use to collect student feedback (district-wide instruments) or the collaborative process that educators and evaluators may use to identify the methods and means of collecting and using student and staff feedback (educator-specific instruments). Note that these approaches are not mutually exclusive. Districts may ultimately choose to vary the approach by educator role.

District-Wide Feedback Instruments

Which instruments will be aligned to particular educator roles?

Feedback instruments should be aligned to educator roles. It is unlikely that a single feedback collection instrument will be appropriate for all educator roles. For example, a student survey may be identified as the most appropriate instrument for classroom teachers in grades 3-12, but student-completed exit slips might be deemed more appropriate for some specialized instructional support personnel (SISP).

From which students/staff should feedback be solicited?

A process should be established for determining which students and staff members are asked to provide feedback on a given educator's practice. For example, if the district is using a student survey for classroom teachers, teachers should have an opportunity to confirm the roster of students who will access the survey. It is also important to determine whether all of an educator's students must participate or whether sampling is acceptable. This is particularly relevant as it relates to survey fatigue for secondary school students who frequently receive instruction from several teachers. Similarly, a clear process or set of expectations is important as it relates to which staff members are asked to provide feedback on various administrator roles.

How often and when is feedback collected?

The frequency and timing of feedback collection must be established. The educator evaluation framework relies on upfront transparency to ensure that there are "no surprises" when an educator and evaluator reach the summative evaluation step of the five-step evaluation cycle. Educators must have full knowledge of when students or staff will complete feedback instruments. For example, consideration should be given to ensure that feedback instruments are not introduced too early in the school year, before educators have an opportunity to build rapport with students and exhibit a range of instructional practices.

What systems will be put in place for data collection, analysis, and reporting?

Student and staff confidentiality is paramount when using feedback instruments such as surveys. Processes around the collection of feedback (e.g., paper/pencil, online), determinations related to access and analysis of individual, school-level, and/or district-wide data (e.g., district staff, third-party), and content of data reports, must be established.

NOTE: feedback data as it relates to one individual (e.g. a principal or a teacher) is considered personnel information within the meaning of G.L. c. c. 4, § 7(26)(c) and is not subject to disclosure under the public records law. See, 603 CMR 35. 11(6); aggregated data at the school- or district-level that cannot be linked to an individual educator may be subject to disclosure under the public records law (see, Ch. 131 of the Acts of 2012: "The

board shall establish and maintain a data system to collect information from school districts for the purpose of assessing the effectiveness of district evaluation systems in assuring effective teaching and administrative leadership in the public schools. Such information shall be made available in the aggregate to the public; provided, however, that any data or information that school districts, the department or both create, send or receive in connection with educator evaluation that is evaluative in nature and which may be linked to an individual educator, including information concerning an educator's formative assessment or evaluation or summative evaluation or performance rating or the student learning, growth and achievement data that may be used as part of an individual educator's evaluation, shall be considered personnel information within the meaning of subclause (c) of clause Twenty-sixth of [section 7 of chapter 4](#) and shall not be subject to disclosure under said clause Twenty-sixth of said [section 7 of said chapter 4](#) or under [section 10 of chapter 66](#))."

Educator-Specific Feedback Instruments

Who is responsible for ensuring the appropriateness of the instruments?

If each educator/evaluator pairing is authorized to select appropriate feedback instruments, questions of fairness across educators may arise. Educators and evaluators should choose instruments collaboratively and responsibly (see Key Principles of Effective Feedback). Districts should determine a process for determining which feedback instruments will be used when educators and evaluators are unable to come to a collaborative decision.

When should feedback instruments be selected?

In districts where educator-specific instruments will be employed, said instruments should be agreed to by educators and evaluators well in advance of implementation. For example, a best practice might be to embed the discussion of appropriate methods for collecting feedback at the goal setting and plan development step of the 5-step evaluation cycle, so that the educator can identify appropriate points in the school year to collect feedback and be prepared to discuss how feedback was used in relation to professional practice and/or student learning during the formative assessment/evaluation and summative evaluation meetings.



Consideration #2

Districts must also decide how student and staff feedback will be integrated into the 5-step evaluation cycle. As described in Part VIII, feedback may be an excellent source of evidence to consider during steps 1 and 2 of the cycle, Self-Assessment and Goal Setting & Plan Development, particularly as it relates to analyzing aspects of practice or student learning that are less readily “observable” through classroom observations and artifacts such as student work samples. However, feedback can also be an appropriate and important component of evidence considered during steps 4 and 5 of the cycle, Formative Assessment/Evaluation and Summative Evaluation. Again, note that these approaches are not mutually exclusive. Districts may ultimately choose to use student feedback at all steps of the cycle.

Feedback at the Self-Assessment and Goal Setting & Plan Development Steps

When should feedback be collected?

If feedback is to be used during the self-assessment, goal setting, and/or educator plan development processes, such feedback should be collected shortly before these processes commence. Part II of the Model System provides, “...the self-assessment step should be informed by the summative evaluation. Given a typical one or two year cycle, most summative evaluations will occur at the end of a school year—therefore, self-assessment may start at the end of one year as educators reflect on their performance and continue through the beginning of the next year as educators analyze data for their new students.” As a result, feedback used during the self-assessment, goal setting, and/or educator plan development processes is likely to be feedback collected toward the end of a school year.

Feedback at the Formative Assessment/Evaluation and Summative Evaluation Steps

When should feedback be collected?

If feedback is to be used during the formative assessment/evaluation and/or summative evaluation processes, the collection of feedback should be timed appropriately. For example, educators on one-year plans may collect feedback in the fall, prior to the formative assessment, and then again in the spring, prior to the summative evaluation.

ESE hopes these considerations will be helpful as districts begin to think about the most strategic and appropriate ways to introduce the collection of feedback in their local context. As ESE continues to learn about best practices related to the collection and use of student and staff feedback, Part VIII and this appendix may be supplemented with additional guidance.

