

AGREEMENT BETWEEN
THE
PIONEER VALLEY REGIONAL SCHOOL DISTRICT COMMITTEE
AND THE
PIONEER VALLEY REGIONAL EDUCATION ASSOCIATION

PERIOD: 9/1/18 - 8/31/21

SCHOOL YEARS: 2018 - 2019
2019 - 2020
2020 - 2021

Pursuant to the provisions of Chapter 150-E of the General Laws of Massachusetts THIS CONTRACT IS MADE by the SCHOOL COMMITTEE OF THE PIONEER VALLEY REGIONAL SCHOOL DISTRICT (hereinafter sometimes referred to as the Committee) and the PIONEER VALLEY REGIONAL SCHOOL DISTRICT FACULTY acting as a subcommittee of the PIONEER VALLEY REGIONAL EDUCATION ASSOCIATION (hereinafter sometimes referred to as the Association).

I. DURATION:

This Agreement shall be in full force and effective for a term of three (3) years, from September 1, 2018 until August 31, 2021 and shall thereafter automatically renew itself for successive terms of one year each unless by January 15, 2021, prior to the expiration of the Contract year in which the Agreement expires, either party gives written notice to the other that it desires to terminate or modify this Agreement and upon receipt of such written notice the parties agree to meet and confer for the purpose of negotiating a new Agreement.

The parties agree to meet no later than December 1, 2020 and confer for the purpose of negotiating a new Agreement.

II. PREAMBLE:

Recognizing that the prime purpose of this contract is to clarify conditions of employment and salary, we the undersigned parties to this contract, declare that:

- a. Under the laws of Massachusetts, the Committee elected or appointed by the citizens of Bernardston, Leyden, Northfield and Warwick, and the Superintendent and Principals when specifically provided for under the Education Reform Act of 1993 and other statutes and laws of the Commonwealth of Massachusetts, have final responsibility for establishing the educational policies of the Pioneer Valley Regional School District, for management of said school and for directing their operation - a responsibility which includes the duty by the Committee and through its Administrators to maintain public elementary/secondary schools and such other educational activities as it finds will best serve the interest of member towns:
to decide the need for school facilities, to determine the care, maintenance and operation of buildings, lands, apparatus, and other property used for school purposes; to employ, assign, transfer, and promote teachers; to suspend, demote or dismiss teachers of the schools in the manner provided by statute; to evaluate the performance of, prescribe hours for and working conditions of; prescribe textbooks and other teaching aids, the curriculum and methods of teaching used by, assign any added, lessened or different work and responsibility to; grant professional status to; regulate and restrict the use of school property (real or personal) by; implement

improved benefits at any time for all or some; make any pay deductions because of the absence of; or failure to perform work by; and prescribe any professional improvement program or policies for; to determine class size, to prescribe rules for management, studies, classifications, and discipline for the public schools; to prepare and submit budgets to respective member towns and, in its sole discretion, expend monies appropriated by the member towns for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem necessary; and to exercise such other authority, rights and powers conferred upon the Committee, Superintendent, and Principals by the laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

The Committee agrees to take whatever action that may be necessary to give full force and effect to the provisions of this Agreement.

As to matters not expressly covered by this Agreement, except as abridged or modified by this Agreement or any supplements hereto, the Committee retains all the rights and powers that it has or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance and arbitration provisions of this Agreement.

- b. The Superintendent of Pioneer Valley Regional School District (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- c. The teaching staff of Pioneer Valley Regional School District has responsibility for providing in the classrooms of the schools education of the highest possible quality;
- d. Recognizing that the faculty is composed of trained professionals, the Committee should feel free to consult the faculty concerning educational matters;
- e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to conditions of employment for the teaching staff;
- f. The Committee shares with the citizens of this district, a deep and abiding interest in the status of education in this nation and within these member towns. This interest (concern) has been increased by published educational assessments and gives rise to an increasing need to remain flexible of assignment, schedule, school hours, and calendar, as we respond to discerned need and mandate; and so
- g. To give effect to these declarations, the following principles and procedures are hereby adopted.

III. SCOPE:

- A. For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all teachers, including: Classroom teachers, SPED teachers, Pre-K teachers, Art, Vocal and Instrumental teachers, Physical Education Teachers, Librarians, Guidance Counselors, Adjustment Counselors, Speech and Language Pathologists, Occupational Therapists, Physical Therapists, School Psychologists, Diagnostic Consultant, Educational Specialists, Audio-Visual Media Specialists, Elementary Literacy Coach, Social Worker and all other similar employees but excluding managerial and confidential employees and all other employees of the School Committee (as such employees are defined in Chapter 150-E of the General Laws of Massachusetts).
- B. Professional employees may be referred to herein as teachers.
- C. As used in this Agreement shared/itinerant teachers shall be those professional employees assigned to more than one building.

IV. COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT:

Recognizing the need for flexibility in scheduling of hours and other conditions of employment, the parties hereto agree that during the lifetime of this Agreement proposals may be exchanged from time to time which, if mutually acceptable, would be implemented on a temporary basis until formal negotiations would deal with such matters on a permanent basis. Failure of such temporary adjustments to be accepted by either party shall not be cause for any grievance or other complaint proceeding. Such temporary arrangements will be reduced to writing and shall constitute temporary modifications to the existing Agreement. It is mutually understood that such proposals should only be made when deemed to be in the best interest of the educational process, all other matters to be treated in formal fashion during the regular negotiations.

V. DEDUCTIONS:

- A. The Committee hereby accepts the provisions of Section 17G of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith shall certify to the Treasurer of the Pioneer Valley Regional School District all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this Contract.

B. All persons covered by this Contract may upon signing the appropriate authorization card, have the following payroll deductions:

1. Tax Sheltered Annuity Premiums;
2. Savings Deposits to Franklin First Federal Credit Union, and other credit unions;
3. Association dues, MTA, NEA dues;
4. Medical, Dental and Life Insurance Premiums.
5. Foundation for Educational Excellence

C. Each teacher's paycheck will display itemized deductions.

VI. GRIEVANCE PROCEDURE:

A. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise which are within the definition of a grievance as hereinafter set forth. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance. All time lines may be extended by mutual consent.

1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of the Agreement.

2. An "aggrieved person", is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom the action might be taken in order to resolve the claim.

4. A "day" will mean business day not to include Saturdays, Sundays, holidays or vacations during the school year.

Level One: The grievance shall be presented orally and in writing by the employee and an Association representative to the appropriate immediate supervisor of the employee. The supervisor will meet with the employee and/or the Association Representative within five (5) days after receiving the written grievance, and will provide a written response to the employee and the Association within five (5) days after the meeting.

If at the end of the ten (10) days following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented in writing to the appropriate immediate supervisor at Level

One of the procedure set forth in Article VI, the grievance shall be deemed to have been waived.

Level Two: If the grievance shall not have been disposed of to the satisfaction of the employee and/or the Association at Level One, the employee and/or the Association representative may within ten (10) days after receipt of the Level One response or the date it was due if no response is received, to the Superintendent who shall, within ten (10) days thereafter, meet with the employee and/or the Association representative in an effort to settle the grievance.

Level Three: If the grievance shall not have been disposed of to the employee's and/or Association's satisfaction at Level Two the employee and/or the Association may within ten (10) days after receipt of the Level Two response or the date it was due if no response is received, present the grievance in writing to the School Committee, and within ten (10) days thereafter, or at the next scheduled School Committee meeting, the School Committee shall meet with the employee and/or Association Representative in an effort to settle the grievance. The School Committee will provide a written response to the employee and the Association within ten (10) days after the meeting.

Level Four: If the grievance shall not have been disposed to the satisfaction of the Association at Level Three, and if the grievance shall involve the interpretation or application of any provision of this contract, the Association may, by giving written notice to the School Committee and the American Arbitration Association within thirty (30) days after receipt of the Level Three response or the date it was due if no response is received, present the grievance for arbitration. The expenses of such arbitration, if any, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room if other than school, as designated by the arbitrator shall be equally shared by the School Committee and the Association. All other costs shall be borne by the party in need of and directly requesting other services.

The arbitrator shall have no power to add to, subtract from, modify, or amend any of the provisions of this agreement, nor shall he/she usurp the functions of the Committee or the proper exercise of its judgment and discretion under the law and this Agreement, nor may he/she compel an act which is in derogation of such rights. No award shall be effective retroactively beyond the date at which the grievance was first presented under the Grievance Procedure established herein. The decision of the arbitrator will be submitted to the School Committee and to the Association and shall be final and binding upon the parties to this Agreement, and upon the aggrieved person or persons.

a. Any grievance shall be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in Article VI.

b. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

c. No written communication, or other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Committee of Pioneer Valley Regional School District for any employee involved in presenting such grievance.

d. If a grievance affects a group of teachers, and appears to be associated with a school-wide policy, it may be submitted directly by the Association at Level 2.

e. It is understood that any grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all applicable rules and regulations of the Committee until such grievance and any effect thereof shall have been duly determined.

f. The election of the Association to proceed to arbitration shall constitute an election of remedies and the Association in making the election to proceed to arbitrate the issue, agrees that arbitration shall be the sole remedy to be sought by it, and that no court proceeding or other dispute-resolving mechanism will be employed by the Association during the pendency of the grievance nor until the Arbitrator has submitted his/her written award to the parties. Nothing in the above, however, shall prohibit either party from meeting court mandated filing deadlines in order to assure future access to legal remedies following the arbitration decision.

g. All actions involving the suspension or termination of a teacher shall be processed pursuant to the procedural due process rights contained in the Education Reform Act of 1993. The parties to this collective bargaining agreement recognize the "exclusive remedy" provisions of M.G.L. Chapter 150E, §8 and the amendment to M.G.L. Chapter 71 providing some educational employees to the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.G.L. Chapter 71 or through this Article, may pursue an appeal of his/her grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum.

VII. INSURANCE AND FLEXIBLE SAVINGS ACCOUNTS:

- A. Adoption of Chapter 32B by the Committee (Hospital and Medical Insurance).
- B. The Committee will provide Health Insurance substantially equal in coverage to the existing insurance provider. Employees are eligible to participate in Blue Cross/Blue Shield (the existing provider) or in any of the following plans: Blue Cross/Blue Shield HMO, or Blue Cross/Blue Shield PPO.

The employers with the consent of the Association may substitute any comparable or better plan(s) and/or carriers for the current plan or carrier.

- 1. The Committee will pay 75% of the cost of existing health insurance coverage. Members will pay 25%.
 - 2. HMO Contributions: The Committee will pay 75% of the cost of the HMO plans referenced in B. Members will pay 25%.
 - 3. The District will contribute fifty percent (50%) of the Dental Guard Core Plan premium cost. The members will pay fifty percent (50%.)
 - 4. The Committee will provide the Membership with the IRS Code 125 Pre-tax Premium Payment Plan.
 - 5. The Committee will offer Flexible Savings Accounts for the purpose of medical and dependent care expenses. The Committee will pay 100% of the set up costs of these two accounts and will contribute 50% of the ongoing administrative costs with the employee contributing the other 50%.
- C. Teachers who are eligible for district health insurance and dental insurance benefits and retire under the Massachusetts Retirement System are eligible for health insurance and dental insurance benefits provided by the Massachusetts Life and Health Insurance Program for Retired Municipal Teachers.
 - D. Staff will be granted the option to purchase extended levels of Optional Life and Accidental Death and Dismemberment Insurance, such to be paid by the member within the regulations and restrictions of the Company. All staff participation must be effected by September 10th of the applicable year with the central administration office.

- E. To explore substantial improvement in term life insurance available to employees with additional cost to be borne by employees.

VIII. SICK LEAVE:

- A. Full-time and part-time teachers will be entitled to fifteen (15) days paid annual sick leave, equivalent to their work day. Such days will be payable from the first day forward second year, cumulative to 180 paid days.
 - 1. The one hundred and eighty (180) day limit on the cumulative sick day places a condition upon the grant of fifteen days annual sick leave such that a teacher with 180 days previously accumulated would receive no additional sick days upon the start of, or during a new school year, with the exception of teachers in their last year of employment prior to retirement who will be awarded fifteen sick days.
- B. First year teachers, full or part-time, in the Pioneer Valley Regional School District are entitled to one and one-half (1 1/2) days per month equivalent to their work day cumulative each month through June of their first year in the Pioneer Valley Regional School District, at which point they will have accumulated fifteen (15) full days and/or fifteen (15) equivalent work days. First year teachers experiencing days of deduction under this clause shall be reimbursed for such days at the end of the year, if total year's utilization does not exceed fifteen (15) full days or fifteen (15) equivalent days.
 - 1. In case of a teacher leaving the System during the school year any sick leave advanced beyond one and one-half days per month for the current year will be deducted before he/she receives his/her final paycheck.
- C. Part-time teachers, being those teachers who receive less than full pay will be entitled to fifteen (15) paid equivalent work days; such equivalent work days will be payable from the first sick day forward cumulative to one hundred and eighty (180) paid equivalent work days.
- D. Sick leave may be used for family illness. Family member to be defined as spouse, parents, spouse's parents, children, siblings, or other dependents living within the employee's household, or for whom s/he provides daily care and responsibility. Exceptions may be made by the Superintendent.
- E. The Administration may require medical certification in any situation where the Administration had documented reason to believe there is abusive, excessive, or patterned sick leave usage by a teacher.

- F. After five (5) consecutive school days of absence due to illness or injury, or any absence covered by the Family and Medical Leave Act of 1993, a medical certificate may be required by the Administration.
1. The Administration may also require medical certification to ensure that the employee is able to perform the duties and responsibilities of the position after an extended illness or injury of five (5) or more consecutive days.
 2. The Administration may withhold payment for the documented absent days if medical certification is not presented. The Administration may also take disciplinary action when medical certification is not presented or it is determined there was abusive, excessive, or patterned sick leave usage.
- G. During the last year of employment prior to his/her retirement each teacher with fifteen years or more of service in the District or his/her estate shall be paid an amount equal to his/her full day per day at a rate of 1/10th of his/her accumulated unused sick days, total days paid not to exceed sixteen (16.)
- H. Each teacher will be notified of his/her sick leave accumulation by October 1st of each school year.

IX. PERSONAL INJURY:

- A. Teachers shall report any injury to the Administration in writing within twenty-four (24) hours of its occurrence. The Administration will make every effort to assist teachers in handling children who lose control and are violent. Emergency procedures for handling such incidents will be set up in the school district for the protection of teachers and children involved.
- B. Whenever a teacher is absent from school as a result of an accident or injury arising out of, and in the course of employment, he/she will receive full worker's compensation, as eligible.

X. SICK LEAVE BANK:

A Sick Leave Bank is hereby established to be maintained under the following conditions:

- A. Each teacher shall donate three (3) days of his/her sick leave to the bank within fifteen (15) days of the beginning of the school year. A teacher may not join or access the sick leave bank during his/her first year of employment.
- B. Members will contribute an additional one (1) day per year until such time as a maximum of four (4) times the number of teachers on September 15 of each respective contract year, is reached. Once a

maximum of five (5) days has been deducted no member will have additional days deducted until such time as the bank needs replenishing.

- C. If the Sick Leave Bank is exhausted, that is sick days contributed to the bank have been used, (it) shall be replenished by contribution of an additional day of sick leave from each teacher participating in the bank; such additional day to be deducted from the teacher's accumulated sick leave;
- D. Sick Leave Bank Committee will be established composed of:
 - 1. Three (3) teachers appointed by the President of the Teachers Association;
 - 2. The Superintendent of Schools or his/her designee;
 - 3. Two members of the School Committee appointed by the Chairperson of the School Committee;
 - 4. This Sick Leave Bank Committee will be appointed by said parties for the duration of this contract.
- F. The Sick Leave Bank Committee shall establish rules and regulations of procedures to govern operation of the "Bank".
- G. No payment from Sick Leave Bank days shall be made unless a teacher has exhausted all sick days accumulated by the teacher.
- H. Decisions of the Sick Leave Bank Committee shall not be subject to the grievance procedure;
- I. No payment from the Sick Leave Bank shall be made except on a regular warrant approved by the School Committee.
- J. The sick leave bank may only be accessed where there is a prolonged illness or injury verified by a physician's statement of incapacity. For the purpose of this Article "prolonged" means at least ten consecutive work days.

XI. EXTENDED LEAVES OF ABSENCE WITHOUT PAY:

- A. Military leave shall be granted to any teacher who is inducted or recalled to active duty in any branch of the Armed Forces of the United States.
- B. The Administration shall grant a leave of absence without pay to any teacher to serve in an elected full-time public office for one (1) term. Administration refers to Principals and Superintendents.
- C. A leave of absence without pay up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family; such is understood to be father, mother, sister, brother, child or spouse. Additional leave may be granted at the discretion of the Administration.
- D. A leave of absence without pay may be granted for up to one (1) school year for the purpose of travel, for further educational study, for professional improvement and for justifiable reasons. Request for such a leave must be made to the Superintendent by March 15th of the previous school year. The School Committee may grant exceptions to this requirement.
 - 1. Any member(s) of the professional staff may apply for an unpaid leave of absence. Primary consideration in the granting of an unpaid leave will be given on the benefit of the proposal to the District. In the event that multiple requests are deemed of equal benefit to the District, preference shall be given to the individual who has not previously received such a leave; thereafter seniority shall prevail. In situations where conditions of seniority and initial leave are equal, the Administration will render a judgment on unpaid leave requests deemed to be in the best interest of the District. Judgments will not be subject to grievance and will not be arbitrable.
 - 2. The teacher on leave will notify the Administration by April 15th of the leave year of his/her intent to return; failure to so notify will constitute termination of employment and free the Administration to seek replacement without fear of grievance and/or any other legal recourse;
 - 3. The frequency of request will not exceed one (1) in ten (10) years for any one teacher;
 - 4. Courses, if taken within the leave year, are not subject to reimbursement.

- E. Any member(s) who have served the Pioneer Valley Regional School District six (6) consecutive years, may request to participate as a full time exchange teacher within his/her assignment field for a minimum period of one (1) semester and a maximum exchange period of one (1) school year and upon return from such unpaid leave, teacher(s) will be placed on the salary schedule at a level he/she would have achieved if he/she had not been absent from the Pioneer Valley Regional School District; it being understood that all other benefits are to remain dormant during the leave year. Requests for such leave must be received between January 1st and April 1st of the prior school year. In the event of multiple requests, preference shall be given to the teacher(s) whose exchange is deemed to be in the best interest of the Pioneer Valley Regional School District. In the event that multiple requests are judged to be of equal benefit to the District, preference shall be given first to the individual(s) who has not previously received such a leave; thereafter seniority shall prevail. In situations where conditions of seniority and initial leave are equal, the Administration will render a judgment on the unpaid leave request deemed to be in the best interest of the District. Judgments will not be subject to grievance and will be non-arbitrable. A teacher participating in an approved exchange program, one that provides an exchange teacher to the Pioneer Valley Regional School District within the same assignment field, may apply but once during any ten (10) year period and will be subject to the effects of staff reduction and other changes in operational conditions as affects all other employees in this contract.
- F. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned to the same or similar position which he/she held at the time said leave commenced. Leave shall be without pay, however the teacher may maintain insurance benefits, as permitted by the District carrier, upon full premium payment to the District. It is further understood that a teacher on leave will retain rights of reemployment if a position he/she is qualified to fill continues to exist, but that all accumulation, schedule movement, and related rights shall remain dormant during the leave year.

XII. TEMPORARY LEAVE WITH PAY:

- A. Each teacher shall be granted up to ten (10) working days paid bereavement provided such days are days the employee would have worked and on which the employee would not have been absent for any other reason. The stated days are applicable to the death of the teachers' spouse, child, or parents. Up to four (4) paid working days shall be granted for grandchildren, brothers, sisters, mother-in-law or father-in-law, brother-in-law and sister-in-law. Up to three (3) paid working days for dependents related to the employee if living in the

same household; up to two (2) paid working days for grandparents; and up to one (1) paid working day for others subject to advance approval of the Superintendent or his designee, the last to be non-arbitrable. All bereavement days are non-accumulative and non-transferable.

- B. Each teacher shall be granted two (2) personal days with pay per school year, non-accumulative and non-exchangeable. Twenty-four (24) hour notice must be given to the Principal/immediate supervisor, except in an emergency. The days are intended for personal business that cannot be conducted outside of the school day. Employees may carry over one (1) unused personal day to the next school year, to a maximum total of three (3) available in any given fiscal year.
- C. Each teacher will be encouraged to take at least one (1) professional day per year. The school and program to be visited and the date shall be approved in advance by the Principal and will be determined by the availability of substitute teachers, and other activities of the school. Programs witnessed and knowledge secured will be provided and shared upon request with pertinent faculty.
- D. Emergency leave up to a maximum of three (3) days will be provided for those times that immediate, critical response is necessary, such leave and its reason will be evaluated by the Superintendent of Schools and the decision rendered is non-accumulative, non-transferable and non-arbitrable in nature. Required jury duty will be a paid teaching day. Payment for jury duty, exclusive of travel and expenditures, to be paid to the District.

XIII. SABBATICAL LEAVE:

In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the District Committee shall adhere to the following policies in respect to granting sabbatical leaves as recommended by the Superintendent of Schools.

- A. One year of leave for professional improvement may be granted to any member(s) of the professional staff who:
 - 1. Has completed six full-time consecutive years of service with the Pioneer Valley Regional School District.
 - 2. Has not had such a leave during the previous six years and;
 - 3. Has received approval by the School Committee as recommended by the Superintendent and Principal of his/her proposal for professional improvement; such plan (proposal) shall be made part of this approval and must be

submitted no earlier than 9/1 or later than 11/1 of the year prior to the effected leave.

- B. Compensation for a sabbatical leave shall be at half pay not to exceed a school year.
- C. Any member(s) of the professional staff accepting such leave shall enter into a written agreement with the School Committee in accordance with the provisions of Chapter 71, Section 41A of the General Laws of the Commonwealth of Massachusetts.
- D. Primary consideration in the granting of a sabbatical leave will be given on the merit of a proposal to the District. In the event that multiple requests and proposals are judged to be of equal value to the District, preference shall be given (first) to the individual who has not previously received a sabbatical leave; thereafter seniority shall prevail. In situations where conditions of seniority and initial leave are equal, the School Committee will render a judgment on the sabbatical request deemed to be in the best interest of the District. Judgments will not be subject to grievance and will be non-arbitrable.
- E. Proposals for such leave may be for one of the following purposes:
 - 1. Further study at an accredited institution of higher learning germane to one's present or pending assignment at one's individual school.
 - 2. Research leading to an advanced degree within one's present or pending assignment field at individual school, such to be presented on request, as fulfillment of an approved sabbatical plan.
 - 3. Course travel, supervised and provided with credit from an accredited institution of higher learning, and applicable to one's present or pending assignment at individual school.
- F. Failure to conform to, or stay within the bounds of the approved proposal may result in forfeiture of reimbursement to the Pioneer Valley Regional School District of the amount of salary paid for the period of leave.
- G. Written notice of intent to take sabbatical leave should be made to the Superintendent no earlier than 9/1 or later than 11/1 of the year prior to leave. Action shall be taken on all proposals (plans) no later than the December meeting immediately following the November 1st deadline, limited to one (1) sabbatical every other year.

XIV. MATERNITY/PATERNITY/ADOPTION LEAVE:

(Unpaid)

Unpaid maternity, paternity and adoption leave will be granted only to a teacher who has a signed teaching contract and has completed ninety (90) calendar days of contractual service.

- A. A request for a maternity/paternity or adoption leave should be processed through the office of the Superintendent of Schools at least forty-five (45) calendar days before anticipated date of departure. Date of intention to return shall also be indicated at this time.
- B. A teacher who becomes pregnant may continue to teach until the teacher deems it necessary to be relieved of her teaching duties or the Administration determines that the teacher's condition interferes with her carrying out her teaching duties. Such a decision requires the recommendation of the teacher's attending physician.
- C. The leave may be terminated prior to its expiration upon prior notification by the teacher to the Superintendent of Schools with at least one week's notice subject to the provisions of the F.M.L.A. of 1993 and the M.M.L.A. Written approval of the attending physician may be required.
- D. A teacher eligible for a maternity/paternity or adoption leave shall be on leave for up to twelve (12) work weeks after the birth or arrival of the child.
- E. A teacher will be returned to his/her regular teaching assignment or a teaching assignment for which s/he is qualified, upon completion of a maternity/paternity or adoption leave providing such position or positions continue to exist within the system.
- F. At the expiration of the leave, the teacher is expected to return to duty, request leave under other provisions of this contract, or submit a letter of resignation. The absence of any of the above actions will result in termination of employment.
- G. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Upon submission of a physician's letter stating a period of temporary disability, the teacher will be able to draw on her accumulated sick leave.
- H. Teachers on maternity/paternity or adoption leave who wish to extend that leave to an unpaid leave of absence must make the request of the Administration four (4) weeks prior to the end of the leave.

- I. A teacher may be granted an unpaid extended maternity/paternity or adoption leave for up to one school year provided that s/he returns to assignment at the beginning of a quarter or semester, only. It is further understood that all accumulation, related rights, and benefits shall remain dormant during the leave period, and that schedule movement to the next subsequent step shall occur only when said teacher has completed one hundred twenty (120) days or more during the school year and all other conditions for movement and reemployment are satisfied.
- J. The employee at his/her expense, will be able to continue in the group insurance plan up to one (1) year, upon the approval of a leave period, and if within the insurance policy limitations currently in force.

XV. WORK YEAR:

- A. The work year of the teachers will be within the established minimum of 180 days and maximum of 186 days, with exception of new personnel who may be required to attend no more than 3 additional sessions.
- B. The work year will begin on a mutually agreed upon date and terminate no later than June 30.
- C. The day immediately preceding school opening will be set aside for the purpose of orientation, coordination and other opening activities.
- D. Days worked beyond 183 (186 for new personnel) will be reimbursed at the rate of 1/183rd of the teacher's contracted salary. Remittance will be placed on the next scheduled warrant and will be made on the first check date (15th or 30th) following the approval of the warrant by the School Committee.
- E. Attendance on days worked beyond 183 (186 for new personnel) is mandatory for all teachers unless specifically exempted by the Administration.
- F. Days beyond 183 (186 for new personnel) may be scheduled by the Administration during the normal work week at any time during the school year, except for the month of June. Such days may also be scheduled at other times (vacation periods, weekends, June, etc.) if mutually agreed upon by the School Committee and PVREA. Every effort will be made to inform teachers by June 30 of the next year's schedule of days beyond 183.
- G. No faculty meetings or IEP meetings will be scheduled until 2:30 p.m. on "early release" exam days.

XVI. WORK HOURS:

A. Pioneer

1. Teachers will remain as long after pupil departure as is necessary to carry out the teacher's responsibilities. These responsibilities may include informal parent-teacher conferences, teacher-detention, 504's, I.E.P.'s, Student Success Plans. No other meetings will be required. All meetings will start no earlier than 2:45 and end by 4:00 p.m. Teachers will be required to remain after school for faculty, department, committee, or grade level meetings, but not more than two (2) per month. All meetings will start no earlier than 2:45 p.m. and end by 4:00 p.m.
2. Workshops for professional development will not exceed the scheduled workday.
3. Pioneer Valley Regional School will maintain current practices regarding after school responsibilities for the life of this agreement.
4. IEP meetings will be scheduled to begin no earlier than one-half (1/2) hour before the start of the teacher's work day, nor more than one-half (1/2) hour at the end of the teacher's work day. IEP meetings will not be held after regular work site hours on Friday or the day immediately preceding a holiday, unless such is voluntarily agreed by the employee.
5. The scheduled day for teachers shall be 6 ³/₄ hours, set between the hours of 7:45 a.m. and 2:30 p.m.
6. At Pioneer, when a substitute is needed for one period, a classroom teacher and administrator could agree to have the teacher substitute in place of a preparation period at the rate of \$35 per period to implement the lesson plans provided by the absent teacher.

All teachers will be offered the opportunity to sign up for single period subbing. When needed, the substitute coordinator will offer the opportunity to substitute to volunteers on the list on a rotating basis according to the volunteer pool's availability. Teachers will only be eligible to sub in place of their preparation period, not in place of another teaching or duty assignment.

7. The Administration may require teacher attendance at no more than two (2) evening meetings per year.

B. Elementary Schools:

1. Teachers will remain as long after pupil departure as is necessary to carry out the teacher's responsibilities. These responsibilities

may include informal parent-teacher conferences, 504's, I.E.P.'s, Student Success Plans, committee meetings, extra help for pupils, and up to one student support/monitoring meeting per teacher per month. No other meetings will be required. All meetings will end by 4:30 p.m. Teachers will be required to remain after school for faculty, department, committee, or grade level meetings, but no more than two (2) per month. All meetings will start no earlier than 3:15 p.m. and end by 4:30 p.m.

2. Workshops for professional development will not exceed the scheduled workday.
3. Bernardston, Leyden, Northfield and Warwick Elementary Schools will maintain current practices regarding after school responsibilities for the life of this agreement.
4. The Administration may require teacher attendance at no more than four (4) evening meetings per year, inclusive of no more than two (2) parent conferences.
5. IEP meetings will be scheduled to begin no earlier than one-half (1/2) hour before the start of the teacher's work day, nor more than one-half (1/2) hour at the end of the teacher work day. IEP meetings will not be held after regular work site hours on Friday or the day immediately preceding a holiday, unless such is voluntarily agreed by the employee.
6. The scheduled day for teachers at the elementary level shall consist of 6 3/4 hours, set between the hours of 8:30 a.m. and 3:15 p.m.
7. The elementary classroom teacher will be relieved of supervisory duties during regularly scheduled Art, Music and Physical Education classes. When specialists are absent, a substitute will be provided. When a substitute is not available the teacher will be paid \$35 per period to implement the lesson plans provided by the specialist if the teacher agrees.

C. Shared/Itinerant Staff:

1. Teachers will remain as long after pupil departure as is necessary to carry out the teacher's responsibilities. These responsibilities will only include informal parent-teacher conferences, 504's, I.E.P.'s, Student Success Plans, extra help for pupils, and up to one student support/monitoring meeting per teacher per month. No other meetings will be required. The meeting length shall not exceed 75 minutes longer than the 6 3/4 hour day. Teachers will be required to remain after school for faculty, department, committee or grade level meetings, but not more than two (2) per month. The

meeting length shall not exceed 75 minutes longer than the 6 ³/₄ hour day.

2. Workshops for professional development shall not exceed scheduled workday.
3. Shared/itinerant staff will maintain current practices regarding after school responsibilities for the life of this agreement.
4. IEP meetings will be scheduled to begin no earlier than one-half (1/2) hour before the start of the teacher's work day, nor more than one-half (1/2) hour at the end of the teacher's work day. IEP meetings will not be held after regular work site hours on Friday or the day immediately preceding a holiday, unless such is voluntarily agreed by the employee.
5. The shared/itinerant staff will work their primary work site hours not to exceed 6 ³/₄ hours.
6. Shared/itinerant staff whose work day is spent entirely in one building may be assigned a duty by the principal.

XVII. TEACHER ASSIGNMENT AND SCHEDULE:

A. Pioneer:

1. Teachers will be notified of their teaching schedule and assignment for the coming year no later than the one hundred eightieth (180th) day of the previous school year. Under extenuating circumstances, teachers will be notified of assignments and schedules as soon as they are decided. Due to change in room assignment and/or curriculum, teachers shall be compensated at an hourly rate of \$35/hr if required to work beyond the regularly defined school year.
2. Full time PVRs teachers will be guaranteed a minimum of one thirty (30) minute duty free lunch period per day. The Principal will have sole discretion to change the teacher lunch period up to two times each school year.
3. A school day will consist of no more than seven instructional blocks and no more than one advisory/flex period. A teacher's schedule will consist of:
 - i. No more than twenty-five (25) instructional blocks weekly.
 - ii. No more than five cafeteria/lunch, study hall, hall duty assignments weekly.
 - a. Teachers eligible for a duty can only have that duty during the lunch period once a week.
 - iii. One non-duty/preparation period daily.

- iv. Staff who participate in grade team meetings will have their grade team meetings designated as their duty period when the meetings are scheduled by administration.
 - v. One advisory period weekly.
 - vi. Three flex periods weekly. Flex periods are duty periods and are assigned in addition to the duty assignment addressed above in ii.
 - vii. A Head Teacher will teach no more than twenty-five (25) instructional blocks weekly, will have no more than five (5) supervisory periods weekly, and will have one (1) preparation period within his/her daily assignment.
4. Overloads will be compensated at a rate of \$3,500 per course per semester. An overload is defined as a teaching period in lieu of a study hall or hall duty period. Teachers may be requested but not required to teach an overload.
 5. Staff who teach senior courses may be assigned other instructional duties once seniors graduate in the spring.
 6. In a seven (7) period day schedule, a Head Teacher will teach five (5) periods per day and in addition will have one (1) supervisory period and one (1) preparation period within his/her daily assignment.
 7. The work year of a Head Teacher will be the teacher's work year plus two days. Days worked beyond these will be paid at a per diem rate and subject to prior approval of the Superintendent.
 8. Head Teacher in Mathematics, English, Social Studies, Science, Technology, and Engineering, and Special Education/ Psychology will receive their step rate plus:
 - 2018/2019: \$2,330
 - 2019/2020: \$2,330
 - 2020/2021: \$2,330
 9. Head Teachers in Foreign Language, Fine Arts, Phys. Ed./FCHS, Guidance, and Business/Technology will receive their step rate plus:
 - 2018/2019: \$1,189
 - 2019/2020: \$1,189
 - 2020/2021: \$1,189
 10. In a seven (7) period day the Athletic Director will teach four (4) periods per day and in addition will have one (1) preparation period and two (2) administrative periods within his/her daily assignment.

11. The Athletic Director will receive step rate plus:

2018/2019: \$5,827

2019/2020: \$5,827

2020/2021: \$5,827

12. The Library/Media Coordinator in addition to his/her regular salary will receive:

2018/2019: \$698

2019/2020: \$698

2020/2021: \$698

13. PVRs teacher leaders will be compensated at a rate of \$1,750.

14. Teacher in Charge will receive a stipend of \$100 per day.

B. Elementary:

1. Teachers will be notified of their teaching assignment/schedule for the coming year no later than the one hundred eightieth (180) day of the previous school year. Under extenuating circumstances, teachers will be notified of assignments and schedules as soon as they are decided. Due to change in room assignment and/or curriculum, teachers shall be compensated at an hourly rate of \$35/hr if required to work beyond the regularly defined school year.
2. Full time teachers will be guaranteed a minimum of one thirty (30) minute duty free lunch period per day.
3. A full time teacher will be given a minimum of one (1) thirty (30) minute non-duty/preparation period daily within the confines of the teacher day. A partial work week will be prorated.
4. Every effort will be made to assign teachers to no more than one duty assignment per day.
5. The Administration may appoint a teacher-in-charge for one year, who shall be the administrative officer of the building during the temporary absence of the Principal. The duties and responsibilities of the teacher -in-charge shall be defined by the Committee. During the term of this agreement the teacher-in-charge shall be paid:

2018/2019: \$1,200

2019/2020: \$1,200

2020/2021: \$1,200

per year, half to be paid in January and half to be paid in June for duties performed when the Principal is unavailable.

6. At a school where there is a principal who is less than full time the teacher in charge shall be paid \$1,750 per year.
7. Elementary teacher leaders will be compensated at a rate of \$875 per year.

C. Shared/Itinerant Staff:

1. Teachers will be notified of their teaching schedule/building assignments for the coming year under normal circumstances no later than the 180th day of the previous school year. Under extenuating circumstances, teachers will be notified of assignments and schedules as soon as they are decided.
2. Staff assigned to more than one work site per day will not be assigned duties.
3. Each full time teacher will be given preparation periods consistent with the work site schedule.
4. Each full time teacher will be guaranteed a minimum of one thirty (30) minute duty free lunch period per day.

XVIII. EMPLOYMENT PROCEDURES:

- A. Dismissals and suspensions of teachers with or without professional status as provided for under General Laws, Chapter 71, as amended, or any other applicable law shall not be grievable and not arbitrable, but the teacher shall have all of the rights and remedies provided for under the aforesaid laws.
- B. Professional status and non-professional status teachers will receive a written notice by the Superintendent of Schools by June 1, stating whether or not the teacher will be retained and if retained, the salary step payable for services. Nonprofessional status teachers who have not been reappointed shall have the right of a hearing before the Superintendent, in the presence of a member of the Association.
- C. A teacher signing a contract with another school system shall provide notice to Pioneer Valley Regional School District Committee within three (3) days of signing and shall continue in his/her teaching assignment for thirty (30) calendar days unless a suitable replacement is secured, in which event a mutual release date may be agreed to by the Superintendent.

- D. When a teacher is not going to be reappointed to a salaried extra duty, said teacher shall be notified in writing by June 1st for the ensuing school year. Employees who do not want to continue in such positions shall notify the Committee through the Superintendent in writing twenty (20) work days prior to activity need.
- E. The Committee will employ only those teachers who qualify to hold or who hold permanent certificates or licenses issued by the Commonwealth of Massachusetts Department of Education, as defined in the Educational Reform Act of 1993.
- F. In cases of involuntary transfer, the teacher involved will, at the teacher's request, be entitled to meet with the Superintendent, to discuss the implications of the transfer and the teacher's preferences in that regard, such transfer shall not be arbitrary or punitive.
- G. No teacher shall be disciplined, discharged, or denied any professional advantage without just cause.
- H. The Committee agrees to require during the term of this Agreement as a condition of continued employment that every employee covered by this Agreement, except those employees who are certified to the Committee and to the Association as being members of the Association, as the thirtieth (30) day of such employment or the thirtieth (30) day after the effective date of this Agreement provision, whichever is later, pay to the Pioneer Valley Regional Education Association an agency service fee or authorize in accordance with General Laws, c.150E, Section 12, the payroll deduction in equal installments of an agency service fee which shall be commensurate with the costs of collective bargaining and contract administration as determined by the Association and which amount shall be certified annually to the Committee by the Association and shall be less than the regular Association dues. The Committee further agrees to certify to the District Treasurer the amount of such agency service fee, the employee authorization of the deduction of same in accordance with General Laws, c. 180, Section 17G, (beginning with the 1995/96 school year).

It is specifically understood and agreed that the Pioneer Valley Regional School District Committee shall be saved harmless for such deductions under those circumstances as provided by General Laws, Chapter 180, Section 17G.

Excluded from this section H will be teachers teaching less than fifteen (15) hours per week.

- I. In all matters of employment, the Committee and the Association agree that there will be no discrimination due to race, color, sex,

religion, national origin, marital status, sexual orientation or disability.

XIX. VACANCIES AND PROMOTIONS:

- A. Whenever any vacancy in a professional position occurs during the school year (September to June) it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in all buildings as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association via the building representative of each school. A notice of any such vacancy shall be sent to all Association members via district email. In addition, vacancies shall be posted on the Pioneer Valley Regional School District web site. Teachers wishing to be notified of such vacancies will so indicate to building representatives in June. In both situations, the qualifications for the position, its duties and rate of compensation will be clearly set forth. No vacancy will be filled during the school year except on a temporary basis, within fifteen (15) days from the date notice is posted in the school, or the giving of notification to the Association.
- B. All qualified teachers will be given adequate opportunity to make application for such positions, the selection process will give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling vacancies, consideration will be given to qualified teachers already employed by the Committee, and each such teacher applicant not selected will upon request, receive from the Superintendent or his/her designee a written explanation of why the successful applicant was selected. Where a vacancy is to be filled, appointments will be made wherever possible not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the Association.
- C. Appointments will be made without regard to race, color, sex, religion, national origin, marital status, sexual orientation or disability.

XX. REDUCTION IN STAFF:

"For the purpose of Article XX, "Qualified and Seniority" shall be defined as:

"Qualified" - A teacher has on file with the Office of the Superintendent evidence that he/she has taught successfully in a subject area and/or grade level, and possesses either the necessary certification or license, or is eligible for a waiver from the Massachusetts Department of Education.

"Seniority" - Continuous length of service in years, months, and days excluding leaves where movement is dormant provided that the seniority of present teachers as of the effective date of this Agreement shall consist of their continuous length of service from the initial date of employment by the Pioneer Valley Regional School District Committee or predecessor School Committees.

- A. The parties also agree that notwithstanding any agreement that may now exist, the provisions of M.G.L., Ch. 71 are applicable to all teachers within the District as of July 1, 1991. In the event of a Reduction in Force any professional status teacher in the school district could displace any non-professional status teacher for which position the teacher is currently certified to perform the job duties and responsibilities or will be so certified by the effective date of the Reduction in Force.
- B. In the event it becomes necessary to reduce the number of teachers in the Pioneer Valley Regional School District (K-12) the Administration will take into consideration length of service, ability, and qualifications: and when all factors that constitute ability and qualifications are relatively equal, length of continuous service shall prevail. The laid-off teacher, or the teacher whose position has been eliminated shall (a) be transferred to an open position within the district for which he/she is qualified; or (b) replace an employee with the lowest seniority in the district provided that he/she is qualified. In the case of shared/itinerant teachers, the laid off teacher, or the person whose position is eliminated, shall (a) be transferred to a position for which he/she is qualified or; (b) replace a teacher with the lowest seniority within the shared/itinerant bargaining unit. In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has achieved the highest level of training directly applicable to the vacancy involved.
- C. Teachers who have been laid-off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years.
 1. During the recall period, teachers shall be notified by certified mail, return receipt requested, addressed to their last address of record, and given preference for positions for which they are qualified, certified, or certifiable in the inverse order of their respective layoff.
 2. The teacher shall within twenty (20) calendar days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of a signed slip provided by the employer of his/her intention to return or not to return by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's Office at the end of twenty

(20) calendar days, it shall be considered a declination on the part of the employee and any such teacher shall lose any further recall rights, unless there are extenuating circumstances approved by the Superintendent and/or the Committee.

3. A list specifying the seniority of each member of the Bargaining Unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) calendar days after the signing of this Agreement, a list of teachers arranged in the order of their seniority shall be posted on all Association bulletin boards within each school and a copy furnished to the Association. Claims for corrections to such lists must be made to the employer and the Association within thirty (30) calendar days after such posting and after such time, the lists will be regarded as correct. Any dispute, if raised within the thirty (30) calendar day period concerning an employee's seniority shall be referred to the Grievance Procedure as provided herein.
- D. All benefits to which a teacher is entitled at the time of the layoff shall be restored in full upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.
 - E. Teachers on layoff may continue their group life and health insurance coverage during the recall period by reimbursing the Committee for the total premium costs. Failure to forward premium payments to the Committee in accord with a mutually agreed-upon schedule or the refusal to return to employment upon recall will terminate this option.
 - F. The provisions enumerated above (Article XX B-E), shall apply to professional status teachers only.
 - G. Non-professional status teachers who are to be affected by a reduction in force must be notified in writing no later than May 15, professional status teachers by June 1 of the school year preceding the year in which the reduction will take effect.

XXI. STAFF EVALUATIONS: (see following document, (pgs. 28 -50)

The parties agree to maintain a joint labor-management committee (JLMC), consisting of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the Association President, to review and potentially revise the current teacher evaluation procedures and processes in accordance with the DESE Educator Evaluation regulations, 603 CMR 36.00 throughout the life of this contract. Any recommendation of the JLMC will be subject to negotiation and ratification by the respective constituent bodies.

- A.** Agree to establish a joint labor/management committee to review and potentially revise current teacher evaluation instrument and process to include procedures to include District Determined Measures and Student Feedback so to comply with 603 CMR 35.00.

1) THE PURPOSE OF TEACHER EVALUATION

A) PVRSD Philosophy of Teacher Evaluation

PIONEER VALLEY REGIONAL SCHOOL DISTRICT TEACHER EVALUATION

PHILOSOPHY

We believe that all children can learn. This fundamental belief is the foundation of the nature of teaching and learning in our classrooms. It must be our commitment to educate students in challenging and stimulating school environments that allow all students to work toward achieving the maximum of their potential. We recognize that teachers are learners also and need a collegial and supportive atmosphere in order to thrive. We feel that a dynamic and productive environment will result in successful and positive students. An effective teacher evaluation process that focuses on the improvement of curriculum, instruction, assessment, and student learning is critical to student achievement.

The teacher evaluation process can encourage and facilitate professional growth while assessing performance. It is a cooperative process with the responsibility for accomplishment shared by the teacher and the evaluator. The system is intended to stimulate self-evaluation and active participation in all phases of the evaluation process.

B) Purpose of Educator Evaluation

This guide has been designed to assist teachers and evaluators in their continuing efforts to improve teaching and learning.

Our values are clear. We believe that teaching and teachers are the heart of the educational process. We believe that teacher performance makes a difference in the achievement of students as well as students' sense of fulfillment and well-being. We believe that what teachers do and how they do it is important.

Evaluation procedures are intended to:

1. Assist the individual teacher in providing high quality education for students;
2. Provide a means of assessing individual performance of a teacher over a period of time;
3. Detail staff members' current performance level, areas of improvement, and suggestions that will lead to further improvement;

4. Identify exceptional educational practices and superior teaching performance.

Teacher evaluation also provides data for personnel practices relating to renewal, promotion, assignment, and dismissal.

- C) 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.
- D) 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. ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- f. ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- g. ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i. **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- h. ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- i. ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- j. ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - i. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must

review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

- ii. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- k. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- l. ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- m. ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- n. ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- o. ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- p. ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- q. ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- r. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- s. ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 15 minutes 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.

- i. Announced observation - with prior notice.
- ii. Brief observation – of at least 15 minutes duration.
- iii. Extended observation – of at least 30 minutes duration.
- iv. Unannounced observation – without prior notice.
- t. **Parties:** The parties to this agreement Pioneer Valley Regional School District Committee and the Pioneer Valley Regional Education Association.
- u. ***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.

- v. ***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.
- w. ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- x. **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- y. **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)
- z. ***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
- aa. ***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.
- bb. ***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.
- cc. ***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.
- dd. ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

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

- a. Multiple measures of student learning, growth, and achievement, which shall include:
 - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- b. Judgments based on observations and artifacts of practice including:
 - i. Unannounced observations of practice of at least 15 min. 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 Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The PVRSD will use the rubrics provided by ESE.

5) Evaluation Cycle: Training

- a. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE and feedback from district educators.
- 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 two (2) 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 a self-assessment by October 15th or within four weeks of the start of their employment at the school.
- ii. The self-assessment includes:
 - a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - c) Proposed goals to pursue:
 - a. At least one goal directly related to improving the Educator's own professional practice.
 - b. 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 will meet with each Educator by October 15th (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

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 extended 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 three unannounced observation during the evaluation cycle and may have one announced observation if requested by either party.
- 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 and one announced extended observation.
- 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 extended and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced extended and two unannounced observations.

11) Observations

The Evaluator's first observation of the Educator should take place by December 15th. In the case of non PTS educators in their first year of teaching or in a school, the first two observations will take place by December 15th. Observations required by the Educator Plan should be completed by April 1st for non PTS educators and by May 15 for PTS educators. 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 brief or extended.
 - ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, placed in the Educator's mailbox or mailed to the Educator's home.
 - iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

b. Announced Observations

i. All non-PTS Educators and PTS Educators on Directed Growth Plans or Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

- a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical and at a time agreeable to both parties.

c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

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

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

12) Evaluation Cycle: Formative Assessment

- a. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- b. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- c. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- d. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may be requested to provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- e. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- f. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email, or mailed to the Educator's home.
- g. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. If so, the document will be attached to the formative assessment report.
- h. The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- i. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- j. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- a. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- b. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- c. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also be requested to provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- d. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or mailed to the Educator's home.
- e. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- f. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. If so, the document will be attached to the formative assessment 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 April 1st for non PTS educators and by June 1 for PTS educators.

- b. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- c. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- d. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- e. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- f. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- g. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also be requested to provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- h. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- i. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June 1st.
- j. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st, with the summative report having been delivered at least 24 hours in advance.
- k. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- l. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

- m. The Educator shall sign the final Summative Evaluation report by the last student day of the 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 make progress towards the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

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

18) Educator Plans: Directed Growth Plan

- a. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- b. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- c. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
- d. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- e. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

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 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- c. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

- d. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- 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 PVUEA attend the meeting(s).
 - iii. If the Educator consents, the PVUEA 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 the following decisions must be made at the conclusion of the Improvement Plan:
 - a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines

A) Educators on One Year Plans:

In 2012/2013 Completed By:	Activity:	13/14 Forward Competed By:
October 26	Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
November 16	Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
December 7	Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year).	October 15
December 7	Proposed goals returned.	October 15
December 21	Educator completes Educator Plans	October 22
January 2	Educator Plans approved and returned	November
December 15	Evaluator should complete first observation of each Educator * For Non PTS Educator, first two observations by Dec. 15	December 15
February 15	Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) ** or four weeks before Formative Assessment Report date established by Evaluator	January 5**
March 1	Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
March 15	Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
April 12	Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if requested)	4 weeks prior to summative report
May 30	Evaluator completes Summative Evaluation Report (April 1 st for Developing Educator and Directed Growth; June 1 for Self Directed Growth Plans.)	April 1 or June 1
June 15	Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
June 15	Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
June 15 or last student day	Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15 or last student day

A) Educators with PTS on Two Year Plans

Activity:	13/14 Forward Competed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year).	October 15
Proposed goals returned.	October 15
Educator completes Educator Plans	October 22
Educator Plans approved and returned	November
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Submit all evidence	4 wks. prior to formative
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Educator revises and resubmits goals and educator plan	October 15
Submit all evidence	4 weeks prior to summative report
Evaluator completes Summative Evaluation Report	June 1
Evaluator conducts Summative Evaluation Meeting	June 1 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 10

C) Educators on Plans of Less than One Year

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent

evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Transition from Existing Evaluation System

- A) All Educators will participate in the new evaluation system in 12/13 by being trained and engaging in Self Assessment, Goal Setting, and Educator Plan Development. All Administrators, Non Professional Status Educators (Developing Educator Plan), and Educators for whom there are concerns (Directed Growth Plan or Improvement Plan) will be on one year plans. All Professional Status Educators (comprising the other 50% of the district's professional workforce) will be on two year plans, half of them to receive a summative evaluation in 13/14 and half of them to receive a summative evaluation in 14/15.

25. General Provisions

- A) Only Administrators who are licensed or serving under a DESE waiver may serve as Evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice

promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

XXII. NEW TEACHER INDUCTION AND MENTORING PROGRAM

6/19/03 PVRSDC Meeting

Amended – 3/8/06

Pioneer Valley Regional School District

New Teacher Induction Plan
And
Mentoring Program

PIONEER VALLEY REGIONAL SCHOOL DISTRICT

MISSION STATEMENT

Our mission is to provide support for beginning educators. Various components include an orientation, a mentoring relationship, a support team, opportunities for classroom observation, and other mentoring activities. These components help beginning educators refine practice, understand professional roles and responsibilities, and positively affect student achievement.

Roles and Responsibilities:

- A. Mentee Teacher-
 - a. Play an active role in the mentoring relationship.
 - b. Seek out help.
 - c. Observe experienced teachers at work.
 - d. Participate regularly in programs organized for beginning teachers.

- B. Mentors-
 - a. Provide instructional support.
 - b. Provide professional support.
 - c. Provide personal support.
 - d. Maintain a confidential relationship with the beginning teacher.
 - e. Serve as a liaison.
 - f. Serve as a resource.
 - g. Maintain a journal of mentoring activities.
 - h. Participate in mentor training.

- C. Mentor Coordinator-
 - a. Liaison to Professional Development Committee
 - b. Liaison to Administrative Council for the continued development and refinement of the plan.
 - c. Maintain meeting schedules of new teachers and mentors.
 - d. Facilitate the mentor and mentee group meetings to provide ongoing support.
 - e. Suggest, seek and recommend professional development activities for mentors and mentees.
 - f. Submit annual state report to the Superintendent.

- D. Principal-
 - a. Establish a school culture that is built on collegiality and supports professional collaboration among new and veteran teachers.
 - b. Ensure reasonable working conditions for the beginning teacher.
 - c. Facilitate the relationship between the mentor and beginning teacher.
 - d. Conduct an orientation program.
 - e. Conduct the formal evaluation of the beginning teacher.
 - f. Oversee the selection of mentors.

- E. Steering Committee-
 - a. Will consist of Administrative Council plus Mentor Coordinator(s).
 - b. Conduct an annual evaluation of the program's effectiveness.

- F. Others-
 - a. Head teachers and specialists should be resources for providing subject-specific assistance and implementation of the curriculum.
 - b. All other faculty and staff should be supportive of the needs of the beginning teacher and add to the overall collegial school culture.

Components of the Induction Program:

- A. Orientation Program-
 - a. Before the start of the school year, an orientation program provides basic information to new and beginning teachers about the school, community, policies and procedures, the induction program, and introductions to key personnel.

- B. Mentoring-
 - a. A beginning teacher will be assigned to a trained mentor.
 - b. Core mentoring activities may include meeting frequently to plan and discuss curriculum and instructional strategies; observation of one another's classroom; co-teaching; and analyzing and assessing the beginning teacher's practice in relation to evaluation criteria.
 - c. Experienced teachers may apply to serve as mentors or mentor coordinator. Recently retired teachers may also serve as mentors or mentor coordinator.
 - d. The Mentor Coordinator(s) will arrange training for mentors.
 - e. Selection and assignment will be done by the Principal and Mentor Coordinator(s).
 - f. A Mentor Peer Support group will be established and facilitated by the Mentor Coordinator(s).
 - g. Compensation for mentoring
 - i. 2018/2019 - \$1,109
 - ii. 2019 /2020 - \$1,109
 - iii. 2020 /2021 - \$1,109
 - h. The Elementary and PVRs Coordinators will assist in providing resources to beginning teachers and mentors. Compensation for Elementary and PVRs Mentor Coordinator
 - i. 2018/2019 - \$1,218
 - ii. 2019 /2020 - \$1,218
 - iii. 2020 /2021 - \$1,218

- C. Beginning Teacher Development and Training-
 - a. Beginning and new teachers will meet with the Mentor Coordinator(s) as a cohort group.

- D. Beginning Teacher Evaluation-
 - a. The evaluation will be done by the principal or another qualified administrator, not the mentor.

- E. Induction Program Evaluation-
 - a. The Mentor Coordinator(s) in coordination with the Steering Committee will collect necessary data to evaluate the effectiveness of the induction program.

Confidentiality Statement:

Mentors will not discuss their new teacher's classroom performances with anyone, including school and district administrators, except under the conditions listed below.

Mentors, with the mentee's knowledge, may discuss:

- Any aspect of a mentee's classroom performance with other mentors or the mentor coordinator.
- The mentee's teaching performance with appropriate administrators if, in the mentor's professional judgment, the safety of the students or others is at risk.

XXIII. COURSE APPLICATION AND REIMBURSEMENT:

- A. Courses must have prior approval in writing by the Administration.
- B. For undergraduate courses, the standard of work must be "C" or better. The standard of work for graduate courses must be that which is acceptable for graduate credit. A pass grade is acceptable in the absence of a stated letter grade.
- C. The Committee shall reimburse one (1) course up to four (4) credits in a given fiscal year.
- D. Only teachers certified, certifiable, or licensed under Massachusetts Law will be reimbursed.
- E. Prior approved course credits will be reimbursed up to \$1,000 per graduate course.
- F. Course reimbursement will be effected within sixty (60) days of the date grade and course payment documentation is provided to the Superintendent of Schools. Reimbursement for courses will be made by separate check.
- G. Any teacher who seeks reimbursement for courses must be under contract with Pioneer Valley Regional School District at the time reimbursement is requested.
- H. Courses taken during a sabbatical year will not be reimbursed.
- I. If earned credit advances employee horizontally on the salary schedule, the placement will be effected on the first day of the school and March 1 for course completed and certified to the Superintendent of School prior to those dates.
- J. In addition to the per course amount reimbursed for "E" above, teachers will be reimbursed up to \$400 per course (one course per fiscal year) for textbooks, and/or related materials.

XXIV. RETIREMENT:

- A. A member of the professional staff with twenty (20) or more consecutive years of employment within the Pioneer Valley Regional School District, fifteen (15) of which must be full time, may seek to resign or retire and be entitled to a onetime separation payment payable in total in the final month of employment, provided written notice shall be provided the School Committee eighteen (18) months in advance of the month in which retirement is effective, per the following conditions:

1. The Committee will not consider RIF or an approved leave of absence as a break in consecutive years of employment if within a maximum of two (2) years.
2. The Committee will consider retirement date to be effected at the conclusion of a full semester only, with eighteen (18) month advance notice.
3. The Committee may, at its option, grant a divided lump sum payment of incentive monies, 1/2 in the final month of employment and 1/2 in January of the next fiscal year.
4. A retirement application received by the Committee, eighteen (18) months in advance of the effective month of retirement may be withdrawn up to February 1, of the year prior to the fiscal year in which budget monies representing incentive payment would normally be provided (budgeted). Waiver of February 1 will be approved by the Committee in case(s) of death, disability or long-term illness of spouse.
5. The Committee agrees to pay the remaining one-half (1/2) of prior two (2) payment sum, to a beneficiary named in the application, when the approved applicant expires between receipt of the first payment and final payment by the Committee.
6. Annual Schedule:
Each employee will received \$10,000.
7. The Committee agrees that computation of full time equivalency shall be applied, upon request, to the requirement of fifteen (15) full time years and twenty (20) consecutive years of employment within the Pioneer Valley Regional School District.
8. The Association (Pioneer Valley Regional Education Association) agrees to indemnify and save harmless the Committee (Pioneer Valley Regional School District) from any suit, charge, grievance or arbitration arising from the implementation of the agreed terms as contained within the Retirement Plan, during the life of this contract.

XXV. GENERAL:

- A. If any provision(s) of this Agreement is held to be contrary to Law, then such provision(s) will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The Committee and the Association will meet to negotiate any section affected by a change in the law as soon as reasonably possible.

- B. During the term of this Agreement and any extension thereof the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages, slow-downs; withholding of service; interference or interruption with the operation of the School Department by any members of this Bargaining Unit. Nor shall there be any strike or interruption of work during the term of the Agreement, by any members of this Bargaining Unit because of any disputes or disagreements between any other persons (or other employers or Associations) who are not signatory parties to this Agreement.

A member, or members, of this Bargaining Unit who violates this provision shall be subject to disciplinary action, including discharge; but the question of whether a member, or members of this Bargaining Unit has violated this provision will be subject to the grievance procedure and any claim by either party against the other of a violation of this article shall be subject to the grievance procedure.

Should there be any strike or interruption of work, the Association, through its officials, shall notify the persons involved that the strike, stoppage, sitdown, or slow-down of work is a violation of the Agreement and is not authorized or condoned by the Pioneer Valley Regional Education Association or the Massachusetts Teachers Association and that the member or members of this Bargaining Unit shall return immediately to their respective jobs and cease any action which might adversely affect the Employer's operations. The Association agrees that it will exert its best efforts to end such activity, although it is understood that there may be circumstances over which the Association has no control. In such circumstances the Association will immediately notify the Employer in writing that such is the case.

It is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage in violation of this Agreement, shall have the sole and complete right of reasonable discipline, including suspension from employment, but short of discharge, and such member, or members of this Bargaining Unit shall not be entitled to or have any recourse to the grievance procedure, but the question of

whether a member or members of this Bargaining Unit has violated this provision will be subject to the grievance procedure. After the first twenty-four (24) hour period of an unauthorized stoppage in violation of this Agreement, and if such stoppage continues, the Employer shall have the sole and complete right of immediate further discipline or discharge of any member or members of this Bargaining Unit participating in any unauthorized strike, slowdown, walkout or any other cessation of work in violation of this Agreement, and such member or members of this Bargaining Unit shall not be entitled to have any recourse to the grievance procedure, but the question of whether a member of this Bargaining Unit has violated this provision will be subject to the grievance procedure.

- C. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Committee and the Association agree that no changes in hours, wages, or other conditions of employment, either enumerated herein or otherwise, shall be changed or instituted during the term of this Agreement unless the parties shall have collectively bargained on the subject matter as the law may require.
- D. Temporary contractual changes may be instituted by a letter of agreement reflecting the mutual consent of both parties. Such a letter is to be signed by the Chairperson of the District School Committee and the President of the Association. Such agreements to remain in effect as agreed or until negotiated.
- E. The Committee recognizes the value of suggestions and recommendations from teachers as to budgetary matters. All such suggestions and recommendations will be reviewed and if found appropriate in the Committee's sole discretion, will be included in such budgets as are submitted for approval under law.
- F. Athletic coaches salaries and working conditions are not to be negotiable or grievable under the terms of this Contract.

- G. Agendas for scheduled School Committee meetings will be sent to Association officer for posting in the faculty room in each building prior to the scheduled meeting.
- H.
 - 1. Faculty members of the Pioneer Valley Regional School District are hereinafter provided no more than three (3) non-voting representatives at the District School Committee table. The representatives will receive appropriate background materials and are encouraged to participate in open-session discussion with the Committee.
 - 2. Faculty members of the Pioneer Valley Regional District are invited to attend subcommittee meetings and to observe at administrative interviews.
- I. Upon acceptance of employment newly hired teachers will be given a copy of the current contract by the Superintendent.
- J. Mileage reimbursement for teachers shall be determined and paid at the IRS rate per mile in effect September 1 of each contract year for prior authorized travel in one's personal vehicle. Mileage will be computed and documented from individual building site to/from approved site or to/from residence to approved site, whichever is less. Payment will be made on the next subsequent warrant following submission of expenses, and paid by separate check. Meal expenses will be reimbursed at a cost not to exceed \$5.00 for breakfast, \$7.00 for lunch and \$15.00 for dinner, when such expenses are within a prior approved conference schedule. Authorized overnight lodging will be reimbursed for meetings and events located more than ninety (90) miles one way from the individual building site and involving two (2) or more days of attendance or requiring attendance to an unusual hour by their very special nature.
 - 1. Shared/itinerant Staff and Pre-K and K Home Visits will be reimbursed at the same rate as state in J above.
- K. Any member covered by this Agreement will be paid at a per diem basis 1/183rd of his/her annual compensation if asked to work beyond his/her normal school year, subject to prior approval of the Superintendent.

XXVI.

SALARIES:

- A. The Employer reserves the right to initially place teaching personnel on the salary schedule level agreeable to the Employer and the individual applicant (employee). Progression thereafter on the contract salary schedule will proceed in accordance with the terms of the contract from the initial placement forward.

It is understood that the Superintendent shall evaluate the appropriateness of a candidate's experience for placement on the salary scale.

- B. The (Payment) plan of twenty-six equally distributed payments shall be continued until such time as a change is negotiated: mutually accepted, and made part of the Agreement, except that teachers requesting their payments for July and August in a single payment on the last working day of the school year will request such in writing to the Superintendent of Schools on/before May 1. Payment will be issued by the District Treasurer following completion of professional duties as attested in notice by the Principal.
- C. Teachers who enter the system at other than the beginning of the school year will move the following year on the step schedule at the discretion of the Administration, providing that a teacher has taught for one hundred (100) days or more during the school year in this system.

XXVII.

GUIDANCE:

The work year of Guidance Counselor will be 190 days, scheduled between July 1 and June 30. The seven days scheduled beyond the 183 days/school year will be determined by mutual agreement of the Guidance Counselor and the Administration, s/he will be compensated on a per diem basis for that time worked at 1/183 of his/her annual compensation. Any work beyond 190 days will occur only by mutual agreement of the Guidance Counselor and Administration and will be compensated on a per diem basis.

XXVIII. SALARY SCHEDULES: See following schedules for 2018/2019;
2019/2020; 2020/2021

A.
Teacher Salary Schedule
2018/2019

Step	B	B+15	B+30	M	M+30	CAGS	EdD/PhD
1	41,457	42,118	42,768	43,205	44,073	44,515	45,299
2	42,702	43,382	44,051	44,501	45,395	45,850	46,657
3	43,984	44,682	45,372	45,837	46,757	47,226	48,056
4	45,303	46,023	46,734	47,211	48,160	48,643	49,497
5	46,662	47,404	48,136	48,628	49,604	50,101	50,983
6	48,061	48,826	49,579	50,087	51,093	51,604	52,512
7	49,745	50,535	51,315	51,839	52,881	53,411	54,350
8	51,484	52,304	53,112	53,654	54,732	55,280	56,252
9	53,287	54,134	54,969	55,533	56,647	57,215	58,220
10	55,151	56,030	56,893	57,475	58,629	59,217	60,260
11	57,082	57,990	58,886	59,486	60,683	61,291	62,369
12	59,079	60,020	60,946	61,569	62,806	63,435	64,551
13	61,147	62,121	63,080	63,724	65,005	65,656	66,810
14	63,288	64,295	65,286	65,954	67,279	67,953	69,150
15	65,503	66,546	67,573	68,263	69,634	70,332	71,569

B.
Teacher Salary Schedule
2019/2020

Step	B	B+15	B+30	M	M+30	CAGS	EdD/PhD
1	42,286	42,960	43,623	44,069	44,954	45,405	46,205
2	43,556	44,250	44,932	45,391	46,303	46,767	47,590
3	44,864	45,576	46,279	46,754	47,692	48,171	49,017
4	46,209	46,943	47,669	48,155	49,123	49,616	50,487
5	47,595	48,352	49,099	49,601	50,596	51,103	52,003
6	49,022	49,803	50,571	51,089	52,115	52,636	53,562
7	50,740	51,546	52,341	52,876	53,939	54,479	55,437
8	52,514	53,350	54,174	54,727	55,827	56,386	57,377
9	54,353	55,217	56,068	56,644	57,780	58,359	59,384
10	56,254	57,151	58,031	58,625	59,802	60,401	61,465
11	58,224	59,150	60,064	60,676	61,897	62,517	63,616
12	60,261	61,220	62,165	62,800	64,062	64,704	65,842
13	62,370	63,363	64,342	64,998	66,305	66,969	68,146
14	64,554	65,581	66,592	67,273	68,625	69,312	70,533
15	66,813	67,877	68,924	69,628	71,027	71,739	73,000

C.
Teacher Salary Schedule
2020/2021

Step	B	B+15	B+30	M	M+30	CAGS	EdD/PhD
1	43,132	43,819	44,495	44,950	45,853	46,313	47,129
2	44,427	45,135	45,831	46,299	47,229	47,702	48,542
3	45,761	46,488	47,205	47,689	48,646	49,134	49,997
4	47,133	47,882	48,622	49,118	50,105	50,608	51,497
5	48,547	49,319	50,081	50,593	51,608	52,125	53,043
6	50,002	50,799	51,582	52,111	53,157	53,689	54,633
7	51,755	52,577	53,388	53,934	55,018	55,569	56,546
8	53,564	54,417	55,257	55,822	56,944	57,514	58,525
9	55,440	56,321	57,189	57,777	58,936	59,526	60,572
10	57,379	58,294	59,192	59,798	60,998	61,609	62,694
11	59,388	60,333	61,265	61,890	63,135	63,767	64,888
12	61,466	62,444	63,408	64,056	65,343	65,998	67,159
13	63,617	64,630	65,629	66,298	67,631	68,308	69,509
14	65,845	66,893	67,924	68,618	69,998	70,698	71,944
15	68,149	69,235	70,302	71,021	72,448	73,147	74,460

XXIX. LONGEVITY:

- A. Teachers with twenty (20) years or more, but less than twenty-five (25) years, of teaching service, in the Pioneer Valley Regional School District will receive an annual longevity payment of \$2,250, beginning the twenty-first (21st) year of employment.
- B. Teachers with twenty-five (25) years or more, but less than thirty (30) years, of teaching service in the Pioneer Valley Regional School District will receive an annual longevity payment of \$2,750, beginning in the twenty-sixth (26th) year of employment.
- C. Teachers with thirty (30) years or more, of teaching service in the Pioneer Valley Regional School District will receive an annual longevity payment of \$3,250, beginning in the thirty-first (31st) year of employment.

XXX. EXTRA SALARY FOR EXTRA DUTIES:

Pioneer Valley Regional School	2018-2019	2019-2020	2020-2021
All School Musical	1,727	1,727	1,727
All School Musical Asst. Director	837	837	837
All School Play	1,727	1,727	1,727
Anime	570	570	570
As School Match Wits	1,491	1,491	1,491
Asst. As Schools Match Wits	434	434	434
Band Director	3,570	3,570	3,570
Blacksmithing	560	560	560
Envirothon	570	570	570
French Club Advisor	570	570	570
Grade 7	457	457	457
Grade 8	457	457	457
Grade 9	621	621	621
Grade 10	776	776	776
Grade 11	1,149	1,149	1,149
Grade 12	1,149	1,149	1,149
High School Advisory Rep.	457	457	457
Jr. National Honor Society	457	457	457
Middle School Advisory Rep.	457	457	457
Mock Trial Team Advisor	872	872	872
Model Congress	570	570	570
National Honor Society	570	570	570
Student Publications	994	994	994
Peer Mediation Advisor	872	872	872
Public Relations	589	589	589
PVRS Choral Director	627	627	627
Student Council	872	872	872
Ultimate Frisbee	570	570	570
Yearbook	2,112	2,112	2,112

3 Club Advisors to be added at PVRSD Committee discretion, creation of the position and compensation to be determined by Memorandum of Agreement with the Pioneer Valley Regional Education Association.

<u>Elementary</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Band Director	416	416	416
Elementary Chorus	416	416	416
Mediation Advisor	125	125	125
StemRays	3,570	3,570	3,570
Over-night field trips (per night)	77	77	77

The parties agree that guidelines concerning a chart detailing the minimum number of participants advisable for each co-curricular activity will be developed with input from the current activity advisors. The chart will be attached to the contract for reference and administrative direction, not subject to nor part of the Grievance Procedure.

IN WITNESS WHEREOF the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first above written.

PIONEER VALLEY REGIONAL SCHOOL DISTRICT COMMITTEE

/s/ Vivian Amzalez 2019.06.13.
Chairperson, Pioneer Valley Regional School
District Committee Date

/s/ Patricia Sheen 6-13-19
Chairperson, Pioneer Valley Regional School
District Negotiations Subcommittee Date

/s/ Mal LaR 6/11/19
President, Pioneer Valley Regional Education
Association Date

/s/ Clare Brennan 6/11/19
Co-Chairperson, PVREA Negotiations Subcommittee Date

/s/ _____
Co-Chairperson, PVREA Negotiations Subcommittee Date