ASSABET VALLEY REGIONAL VOCATIONAL SCHOOL DISTRICT

ASSABET VALLEY REGIONAL
VOCATIONAL HIGH SCHOOL
215 FITCHBURG STREET
MARLBOROUGH, MASSACHUSETTS 01752-1288

AGREEMENT BETWEEN THE SCHOOL DISTRICT

and

ASSABET VALLEY FEDERATION OF TEACHERS

UNIT A

July 1, 2025 to June 30, 2028

PREAMBLE

The parties recognize that the quality of instruction at the Assabet Valley Regional Vocational School is the foundation upon which the success of the students, continued support of the community, and the reputation of the staff is based.

AGREEMENT
Between the
ASSABET VALLEY REGIONAL VOCATIONAL SCHOOL DISTRICT

and the

ASSABET VALLEY FEDERATION OF TEACHERS, LOCAL #3199

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

UNIT A

This Agreement is made by and between the Assabet Valley Regional Vocational District School Committee and the Assabet Valley Federation of Teachers.

07/17/2024
Date

Virginia Simms George, Chairman
Assabet Valley Regional Vocational District School Committee

07/17/2024
Date

Daniel Capuano, President
Assabet Valley Federation of Teachers, Local #3199

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ARTICLE I, FEDERATION RECOGNITION

A. Federation Recognition

The Assabet Valley Regional Vocational District School Committee recognizes the Assabet Valley Federation of Teachers, Local 3199, American Federation Teachers, AFL-CIO, as the exclusive bargaining representative for all professional employees in the classifications of Teachers, Lead Teachers, Guidance Counselors, Nurses, Library/Media Specialist, Coordinators, CARES Clinician, and School Psychologist but excluding the LPN Coordinator, Special Education Coordinator, Educational Technology Specialist.

B. Jurisdiction

The Jurisdiction of the Federation shall include those persons now or hereafter who perform the duties or functions of the categories of employees I the bargaining unit.

C. Definitions

- The term "**Committee**" as used in this Agreement means the Assabet Valley Regional Vocational District School Committee.
- The term "**Superintendent-Director**" as used in this Agreement means the Superintendent-Director or his/her designee.
- The term "**Parties**" s used in this Agreement refers to the Committee and the Federation as participants in this Agreement.
- The term "**School**" as used in this Agreement means any work location or functional division maintained by the School Committee.
- The terms "**Professional**", "**Teacher**", and "**Person**" as used in the Agreement refer to a person employed by the Committee in the bargaining unit as described in Article, I Section A.
- The term "**Federation Representative**" as used in this Agreement means any duly authorized designee of the Federation.
- "**Teaching Periods**" are those periods in which the teacher is actively involved with the pupil in the act of teaching, and has participated in the planning of the instruction to be conducted.
- "**Homeroom Classes**" are those in which students assemble in the morning and other times during the day for administrative purposes.

- "**Administrative Periods**" are those periods, equal in length to a teaching period, during which the teacher is programmed for a regular activity other than teaching.
- "**Preparation Periods**" are those periods, equal in length to a single teaching period, during which the teacher is not assigned to a regular programmed responsibility but is engaged in work relating to his/her teaching assignment. Each teacher shall be guaranteed one (1) preparation period per full school day.

- "**Preparation**" shall be defined as a different subject or a significant difference in ability classification within the same subject.

- The term "**transfer**" is defined as a change from one (1) subject area to another, e.g. from Mathematics to Social Studies.

- "**Seniority**" shall be defined as length of service. It shall be determined from the time when a member of the bargaining unit began contractual service with the Assabet Valley Regional Vocational School District.

- The term "**Department**" as used in this Agreement means a specific shop or academic area. Examples of Departments: Auto Collision Technology, Automotive Technology, English, Special Needs, Guidance, Library, Maintenance Mechanic, Culinary Arts.

- Where the word "**Tenure**" is used in this Agreement it shall mean "professional teacher status" as per M.G.L., Chapter 71, Acts 1993.

- The term "**Least Senior**" as used in this Agreement means the fewest years of credited service to the school as a member of Unit A.

Example: Reduction in English Department

Teacher A Eight (8) years, appointed September 1991 - tenured

Teacher B Five (5) years, appointed September 1994 - tenured

Reduction: English teacher B would be reduced before Teacher A because of being "Least Senior".

- The term "**Member of a Designated Department**" as used in this Agreements means:

  A member of Unit A who is certified/approved and appointed a teacher by the School Committee to the Department and who currently serves in the Department or a member of Unit A who had previously served in the Department as a certified/approved teacher appointed by the School Committee to that Department, and who voluntarily or involuntarily transferred to another Department.

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A member of Unit A who has not served as an appointed teacher to a Department maintains no right to a position in that Department if that teaching position is filled by a tenured teacher.

Example 1:	
Teacher A	Appointed September 1990 to English Department and has served continuously for nine (9) years - tenured.
Teacher B	Appointed to Mathematics Department September 1990 and transferred to English Department on September 1993 and has served continuously for nine (9) years [three (3) in Math and six (6) in English – tenured].
Teacher C	Appointed to English Department in September 1992 and has served continuously for seven (7) years - tenured.
Reduction:	Teacher C has the least senior ranking and would be terminated before Teacher A and B.

Example 2:	Reduction in English Department
Teacher A	Appointed September 1991 to English Department and transferred to Mathematics Department in September 1992 [one (1) year English; seven (7) years Math] – tenured.
Teacher B	Appointed September 1992 to English Department [seven (7) years English] – tenured.
Reduction:	Teacher B would be terminated from the English Department before Teacher A. Teacher A has more seniority; and, may "bump" Teacher B, a less senior English Department teacher, if there is no position for Teacher A in the Mathematics Department because Teacher A maintains membership in departments he/she has served as an appointed teacher.

Example 3:	Reduction in Mathematics Department
Teacher A	Appointed September 1995 to Mathematics Department – tenured. Also certified in English, but never appointed to English Department.

Teacher B Appointed September 1997 to English Department - NOT tenured. Reduction: Teacher A may displace Teacher B under provisions of Chapter 71, Section 42.

- "**Part-Time Teachers**" are those members of the bargaining unit who are employees less than a full workday or year, and who as a consequence carry less than a full workload.

- Whenever a singular is used in this Agreement, it is to include the plural.

- When in this Agreement a personal pronoun is used, such pronoun shall be understood to apply to both male and female members of the bargaining unit.

- **"Floating Technical Teachers"** report to the Vocational/Technical Director. The term "Floating Technical Teacher" is a certified teacher who performs teaching assignments in more than one (1) department. A Floating Technical Teacher:

  1. Accrues seniority as defined in the Agreement.

  2. Can only accrue seniority in the department in which he/she is certified and teaching in. Will teach the required number of periods per day according to the contract.

  3. Will be expected to follow the teachers' handbook.

  4. Will be placed no lower than Step 6 of the Unit A contract with the level to be determined by degree.

  5. Teaching schedule assignments will be 60% within the cluster as defined by the District.

  6. In extenuating/emergency circumstances, the District/Technical Director can assign the teacher outside of the cluster for a period not to exceed 50 school days. Notification will be provided to the Federation.

ARTICLE II, FAIR PRACTICES

The sole collective bargaining agent, the Federation, will accept into voluntary membership all professionals covered by this Agreement without regard to race, creed, color, religion, national origin, political activities, sex, marital status, or affiliation with other organizations.

The Committee and the Federation agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race,

creed, color, religion, national origin, political activities, sex, domicile, marital status, or participation in any organizational activities.

ARTICLE III, RIGHTS AND OBLIGATIONS OF THE EMPLOYER

A. The Committee, on its own behalf and on the behalf of the electors of the District, the Superintendent-Director and the Principal, hereby retain and reserve unto themselves, without limitation, all powers, right, authority, duties, and constitution of the Commonwealth of Massachusetts, and of the United States, including, but without limiting the generality of the foregoing right.

1. To the executive management and administrative control of the school system and its properties and facilities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and, to promote and transfer all such employees.

3. To establish classes and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the employer.

4. To decide upon the means and method of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching duties associated with normal operation of school, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the constitution and laws of the United States of America.

ARTICLE IV, COMPENSATION

A. Basic Salary Schedule

The salaries and differentials of employees bargaining unit members are set forth in the salary schedules attached as AppendixA. Step 12 is available only to employees who have completed 15 years continuous service in Unit A in the Assabet Valley Regional Vocational School District.

The parties do not intend the change to the starting and ending dates of the contract to match those of the fiscal year to affect pay for work during the summer or pay over the summer as

part of a 26-pay period option. Such pay will continue to be computed based upon step, column and salary schedule in effect on the last day of the previous school year.

B. Extracurricular Activity

1. A schedule for payment of extracurricular duties is set forth in Appendixes B, C, D, E, and F to this Agreement. The District retains sole authority to establish or terminate extracurricular positions. Nothing in the appendixes shall be construed to mean that the positions listed will necessarily be filled. The District may decline to fill a listed position in its discretion based on such considerations as student enrollment and budget priorities.

2. The Superintendent-Director will fill extra-curricular positions at his/her discretion using the procedure set forth in this section. At least 100 days prior to the annual starting date for the sport/activity, the incumbent (if any) must indicate to the Superintendent-Director whether he/she wishes to serve in that position again for the next year or season. The Superintendent-Director will inform the incumbent at least 60 days prior to the annual starting date for the sport/activity of any action taken on the request.

3. The District will provide staff access to an annual schedule of expected payment dates for extracurricular stipends to allow staff to change their W-4 form withholding for that pay period.

4. The parties will cooperate to keep the list of extracurricular activities current and take any necessary steps to ensure that stipends can be credited for the purposes of Massachusetts Teacher Retirement, including any necessary ratifications and filing with the appropriate authorities.

5. Coaches who have served in the same sport for ten (10) years or more of continuous service will receive an annual longevity payment of $750 while they continue to coach that sport.

6. Newly formed clubs will meet on a trial basis for up to 8 weeks after receiving administration approval. During this time, the club's advisor will be compensated for up to 8 hours at the hourly rate. The advisor will check-in weekly with administration to determine whether there is sufficient interest to continue the club for the balance of the 8-week trial. Thereafter the administration will determine whether the club will be continued. If so, compensation will be mutually determined between the District and the Federation.

7. Club advisors listed in Appendix E who have served in the same position for ten (10) years or more of continuous service will receive an annual longevity payment of $250 while they continue to serve in that position.

C. Method and Time of Salary Payment

1. Salaries of members of the bargaining unit shall be paid in twenty-six (26) equal installments starting with the second Thursday of the school year. A teacher may, upon written notification to the Superintendent-Director before August 1 of the payment year,

elect to receive all remaining installments owed him in one (1) sum upon the completion of his contract. The payment election will remain in force until or unless the teacher provides written notice of revocation by December 31 of the year prior to the school year to which the change would apply.

2. If a member of the bargaining unit leaves or dies during the school year, he or his estate shall be entitled to prorated share of his salary based on his period of service in relation to the number of days as stated in the member's contract, minus the compensation already paid.

3. A teacher who is requested to work a greater number of days than mandated by the Agreement (or by his contract) will be compensated at the per diem rate.

4. **Curriculum Development Project:** Position(s) will be posted and filled in accordance with the provisions of ARTICLE VIII, B.

5. **Part-time Teacher:** A teacher who is appointed to less than a full-time position shall be compensated at a prorated share of the salary of a full-time teacher. The proration shall be determined as follows:

No. Periods Worked

Maximum Periods in Full-Time Teaching Load X Proper Step on Salary Schedule

D. Anniversary Dates

1. For purposes of salary payment, full-time teachers serving more than one-half (1/2) of a school year will advance a step on the salary schedule the following September.

2. A teacher may satisfy the requirement for changing salary level as follows:

   Placement on the new salary schedule shall take place in September subject to the following:

   a. Notification in writing to the Superintendent-Director of intent to advance prior to November 1.

   b. Submittal to the Superintendent-Director of file of an official institutional verification of record indicating successful completion and satisfaction of all of the requirements prior to August 20.

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E. Mileage Allowance

1. Traveling teachers who are authorized by the Superintendent-Director to use private automobiles for school business shall be reimbursed at the Internal Revenue Services (IRS) approved rate per mile. The Assabet Valley Regional Vocational School building will be the point from which such travel mileage is computed.
2. When teaching at clinical or other external locations other than the Assabet Valley Regional Vocational School building on Fitchburg Street, Marlborough or annex buildings at other locations to be established, Federation members will be compensated at the IRS-approved rate per mile for all daily mileage which exceeds two (2) times the distance from their legal place of residence to the Assabet Valley Regional Vocational School building. Teachers who report directly to annex buildings or other locations shall be compensated at the above rate, except when they are required to report for any purpose to another location.

3. The Superintendent-Director may adjust all mileage claims to reflect the most direct highway routing.

F. Hourly Rate of Pay

1. Effective July 1, 2026, the hourly rate of pay for teachers performing extra duty stipend functions, such as summer school, tutoring, etc. shall be: $40.00.

2. a. Effective July 1, 2026, the rate of pay for Hall Monitors will be $25.00 per hour.

   b. Effective July 1, 2026, the rate of pay for Saturday School will be $30.00 per hour.

3. Teachers will receive compensation at the hourly rate to cover classes of a teacher for whom a substitute is not available. The term to cover shall be defined as instruction of the class to the extent of his abilities in the discipline as directed and outlined by existing lesson plans. To cover shall include the performance of the routine administrative duties normally performed by the teacher being replaced. This compensation is to be paid only when a teacher is required to cover classes during preparation periods.

4. In the event that an emergency occurs during the school day necessitating the absence of a teacher, the Federation agrees that teachers shall cover such classes on an equitable basis and without extra compensation.

5. In the event that a teacher is absent for any other reason the teacher covering his class shall be reimbursed at the hourly rate.

G. Itemized Payroll Deductions

A statement of payroll deductions shall be provided with each salary payment.

The Committee agrees to electronic payroll deductions for credit union or banking institution of employees' choice.

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All payroll deductions will be made equally in each paycheck, subject to the second sentence of ARTICLE IV, C.1.

H. Placement on the Salary Schedule

1. Newly employed personnel shall be placed on the appropriate step of the salary schedule.

    - Teachers appointed as Academic teachers (certified by the Department of Elementary and Secondary Education) shall be placed on the salary schedule as it applies to Academic teachers.

    - Teachers appointed as Vocational teachers (approved provisionally or fully by the Department of Elementary and Secondary Education, Division of Career and Technical Education) shall be placed on the salary schedule as it applies to Vocational teachers.

    - Vocational Teachers – Initial placement on the salary schedule shall be no lower than Step 6, based on trade experience. Education will determine the appropriate level. Vocational teachers will not start below Step 6 unless in the Superintendent-Director's discretion the teacher lacks sufficient experience to justify Step 6 placement.

    - The Superintendent-Director has discretion to hire at a higher step than indicated by experience where market conditions so require.

2. **STEP INCREMENT:** Initial placement shall be based upon years of experience as follows:

    - Teachers of Academic Subjects: Teaching experience.

    - Teachers of Vocational Subjects: Beginning Vocational teachers, without previous teaching experience, will be appointed no higher than the eighth step of the salary schedule, subject to the provisions of the salary schedule (Appendixes A, B, and C).

    - All teachers with previous teaching experience will be placed no lower than the next salary step based on their previous salary schedule.

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3. **LEVEL INCREMENTS:** Level increments shall be based upon certification, semester hours of credit, and advanced degrees.

- **LEVEL I** is the primary salary level for all appointment teachers.
  - **Academic**: (including Special Needs, Guidance, and School Nurse): Bachelor's Degree and certification in the area to be employed.
  - **Vocational**: Credentials used for approval (shop certification) as outlined in Chapter 74 (effective September 1, 1977).
- **LEVEL II**
  - **Academic**: Master's Degree.
  - **Vocational**: sixty (60) semester credit hours or Associate's Degree.
- **LEVEL III**
  - **Academic**: Master's Degree plus thirty (30) semester credit hours or a second Master's Degree.
  - Work for all salary credit beyond the Master's degree shall be taken after the Master's Degree is obtained; and be directed toward the fulfillment of an advanced degree standing in the candidate's major field, or in cognate studies designated to increase his/her effectiveness in present or subsequent assignments.
  - All degree or credit-hour requirements must be award by an accredited college or university (NEASC). Performance grades of "B" or better must be achieved with the exception that one (1) "C" shall be allowed.
  - **Vocational**: Bachelor's Degree.
- **LEVEL IV**
  - **Academic** – Master's degree plus forty-five (45) semester credit hours.
  - Work for all salary credit beyond the Master's degree shall be taken after the Master's Degree is obtained; and be directed toward the fulfillment of an advanced degree standing in the candidate's major field, or in cognate studies designated to increase his/her effectiveness in preset or subsequent assignments.

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- All degree or cred-hour requirements must be awarded by an accredited college or university (NEASC). Performance grades of "B" or better must be achieved with the exception that one (1) "C" shall be allowed.

- **Vocational** – Bachelor's degree plus fifteen (15) semester credit hours.

4. **FILING APPLICATIONS FOR A HIGHER SALARY LEVEL:**

   Teachers may apply for the next level of the salary schedule by accomplishing the following:

   a. Make a plan for the courses intended to be taken. Prior approval of courses by the Superintendent-Director is required, if the teacher is not in a formal degree program.

   b. Additional salary level application form. Notify the Superintendent-Director prior to November 1 if the teacher plans to advance the following September. Notification must be in writing, using the form available in the Superintendent's Office. It is the teacher's responsibility to have all official transcripts in support of the application on file with the Superintendent-Director prior to August 20 prior to September advancement.

   c. Teachers may not advance more than one salary level in a single school year.

5. The District agrees to provide to the Federation a listing of new hires and their salary placement by October 1st each year.

I. Sick Leave Buy-Back

1. A teacher terminated from his/her position under provisions of Article VI, paragraph L, as a result of a drop in enrollment or financial emergencies or upon his/her retirement, or upon death while employed (in which event payment will be made to the teacher's estate) shall be entitled to a sick leave buy-back at 25% of the rate (per diem) in effect at the time of termination for all days in excess of one-hundred (100). Eligibility for sick leave buy-back for employees retiring under M.G.L, c. 32 shall be subject to the proviso that:

   a. Written notice of such retirement is given to the School Committee on or before September 1 of the fiscal year of the actual retirement date, with the Sick Leave Buy Back to be paid out in August of the next fiscal year to allow for the District's budgeting of said retirement(s). (Example: September 1, 2022 notification of a planned retirement for June 30, 2023 will be paid out in August 2023).

   b. The teacher retires at the end of said school year.

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c. A teacher may request an alternate date with the Superintendent-Director. If the Superintendent-Director deems the teacher has a pattern of sick leave abuse (ARTICLE VII, A.3. a., b., c.) the request will be denied.

The above provision shall not apply where the retirement is occasioned by the fact that the teacher has received a notice of possible layoff.

2. Sick Leave buy-back shall be capped at $15,000 for unit members hired on or after July 1, 2018.

3. One-Time Early Sick Leave Buy-Back. Eligible employees may receive a one-time sick leave buy-back during employment, which shall reduce their sick leave by (??) the days bought and after which they will not be eligible for a sick leave buy-back upon retirement, subject to the regulations below.

   a. Only employees with more than 100 sick days are eligible.

   b. The buy-back amount shall be the same as that which is available pursuant to paragraphs 1 and 2 above.

   c. The employee shall be paid at rate in effect when the buy-back is requested, and the employee's accumulation of days will be reduced accordingly. Once requested, there is no further sick leave buy-back for that employee.
   d. This benefit is limited to 5 requests per year. If there are more than 5 requests, then seniority will determine who receives the benefit. Requests must be submitted by October 1, for a payment no later than the first pay period in December. All determinations of the number of days available, the seniority of those requesting, and the rate of pay shall be made as of October 1.

   e. The employee may continue to accumulate sick days while employed for use in case of medical need, but there shall be no further buy-back of any such days.

J. Tuition Reimbursement

1. All courses for which teachers plan to seek reimbursement must have the prior approval of the Superintendent or his/her designee. Over the length of this three-year contract a teacher may receive up to $6,000 reimbursement (with a $2000 per year limit) for undergraduate or graduate level courses at an accredited college or university. Proof of payment must be submitted along with a grade report. Course reimbursements pursuant to this agreement shall be subject to the School Committee annual budget appropriation for this purpose of $50,000.

2. CTE teachers may submit requests for Professional Development reimbursement that support specific Industry Standards training which reflect current and/or future industry trends. All requests must meet DESE re-licensure requirements and must have documented support from the Program Advisory Committee. All PD requests under this clause will be reviewed by the Director of Technical Programs to ensure alignment with Goal of the

teacher/department. Non-credit technical education courses/training and seminars must be related to specific content and license.

K. Longevity

Longevity shall be paid annually based on years of current, continuous, completed years of service based on the chart below, computed as of June 1 for the payment to be made in any given year.

Years		**Effective July 1, 2027**
10-14	$734	$984
15-19	$1,504	$1,754
20-24	$2,421	$2,671
25+	$2,935	$3,185

Upon completion of the number of years indicated in the chart above, as measured on June 1 of each school year, the employee will be paid the appropriate amount in the last pay period of June of that same school year.

L. Post Graduate Stipend

1. Secondary Vocational Programs with Post Graduate students assigned by the District to the program will receive a stipend of $500 per post graduate student, such stipends to be split evenly among the teachers in the program. This stipend does not apply to dedicated high school graduate programs, such as the LPN Program.

2. Employees who possess a Doctoral Degree shall receive a stipend of $500 annually, to be added to their salary and paid throughout the year.

M. Multiple License Stipend

Employees who possess an additional license in special education, ESL, or a core subject for a special education teacher shall receive an annual stipend of $300 paid in the first pay period in June.

ARTICLE V, FRINGE BENEFITS

A. Health Insurance

1. Health insurance shall be provided in accordance with a side letter agreement dated May 18, 2012. Any changes in health insurance carrier shall be announced to employees no later than May 1 for a July 1 start date.

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2. The district will pay 75% of the premium of HMO plan, and the employee will pay the balance. For employees hired after July 1, 2019, the district will pay 70% of the premium of HMO plan, and the employee will pay the balance, For employees who select the PPO plan, the District will pay the then-current applicable dollar equivalent of the HMO contribution towards the PPO premium, and the employee will pay the balance.

3. The District agrees to maintain an IRS Section 125 Plan under which health insurance premium for active employees shall be paid from pre-tax dollars.

4. A benefit schedule will be provided annually. The parties agree that non-material changes to the benefit schedule resulting from state regulation or plan revision by the insurer shall not result in a bargaining obligation or breach of this agreement. The most current HMO/PPO benefit schedule will be provided to employees at open enrollment.

5. The School District shall pay one-half (1/2) the premium costs payable by retirees for the above-listed HMOs and PPO (individual and family plan) for teachers who elect such coverage upon retirement from Assabet Valley. The School Committee's vote to ratify this agreement shall be deemed to constitute a vote to accept Section 9A of M.G.L., c. 32B for teachers who make such election upon their retirement.

6. Surviving Spouse: The School District shall contribute one-half (1/2) of the premium or cost of surviving spouse coverage for teachers who are eligible under the terms and limitations of paragraph 5 above, and who, in fact, elect to continue health insurance coverage upon their retirement. To this limited extent, the School Committee's ratification of this Agreement shall constitute a vote to accept Section 9B of M.G.L., c. 32B for the teachers covered under paragraph 1 above. Such spouses shall also be subject to the same requirements as teachers, in accordance with existing practice, concerning enrollment in a Medicare health benefits plan.

B. Life Insurance

The Committee shall provide 100 percent of the cost of a $20,000.00 life insurance policy for each member of the bargaining unit in accordance with Chapter 32B of the Massachusetts General Laws. Each member shall be automatically enrolled in the plan upon commencement of employment unless the member notifies the District, in writing, of the member's intent to opt out.

The Committee and the Federation will investigate the possibility of:

1. Making available additional life insurance coverage at the expense of the employee in the amounts permitted under M.G.L., c. 32B, §11A, and

2. Purchasing additional life insurance coverage at no additional cost to the School Committee.

DGC

C. Pension

The parties agree that all provisions of the Massachusetts Teachers' Retirement System shall be made a part of this Agreement.

D. Tax-Deferred Accounts Under IRS Code Section 403(b)

1. The Committee encourages all employees of the school district to conduct financial planning for their retirement years. All eligible employees may also make elective contributions, through payroll deduction, to a 403(b) tax-deferred account.

2. Employees may start, stop, or adjust their contributions to their account according to rules of the plan by submitted a *Salary Reduction Agreement* provided by the vendor or agent.

3. In accordance with IRS regulations, the Committee reserves the right to limit and select the vendors with whom the District will establish a contractual agreement for services.

E. Worker's Compensation

Teachers shall be included under the provisions of the Massachusetts Workmen's Compensation Act.

F. Part-Time Teachers

The fringe benefits as stated in this Article shall be available in full to part-time teachers.

Consistent with the intent of M.G.L., c. 32B, health insurance benefits shall be made available to part-time teachers hired for positions requiring half-time or more of the full-time teaching load.

G. Long-Term Disability Insurance

The Assabet Valley Regional Vocational School District (the "District") and the Assabet Valley Federation of Teachers (the "Federation") hereby agree that the District will make available to employees covered by the Collective Bargaining agreements between the District and the Federation a policy or policies of group long-term disability insurance (the "insurance") under the following conditions:

1. The District will make no contribution towards the premium payments or other costs of the insurance. The District's willingness to enter into this Agreement is predicated on there being no cost to the District, and the insurance shall only be offered s long as the District is not going to incur any cost.

2. This Agreement does not constitute a reopening of the existing collective bargaining agreement in any manner.

3. This Agreement will be in effect through August 14, 2015 provided the District does not incur any cost for the insurance. In the event that the District does or is going to incur costs, the District may terminate the Agreement without any obligations pursuant to M.G.L. c. 150E.

4. A policy or policies to be offered will be determined by the District School Committee in conjunction with the Insurance Advisory Committee and the Federation.

H. Flexible Spending Accounts

The District will implement Flexible Spending Accounts for all interested employees. The accounts will be funded by employee contributions in accordance with the terms of the plan and applicable law. The plan will be administered using an administrator of the District's choosing.

I. Insurance Advisory Committee

The District agrees to implement an Insurance Advisory Committee as prescribed by M.G.L., c. 32B, §3.

ARTICLE VI, WORKING CONDITIONS

A. Teaching Load – Teaching Programs

1. Teachers will not be required to teach in more than two (2) department areas nor more than a total of three (3) preparations per day.

2. Teachers shall not be required to teach outside their area of certification. A teacher may, by mutual agreement, teach outside his area of certification.

3. Prior to the close of school, teachers shall be notified of the contemplated subjects to be taught in the following school year. As circumstances warrant, the teacher shall be informed in writing of changes in subjects to be taught.

4. Basic Teaching Load:

   a. **Academic Teachers:** A basic maximum of twenty (20) teaching periods; a minimum of seven (7) preparation periods are assigned each week. The remaining three periods per week may be assigned for additional duties including, but not limited to, lunch duty, class coverage or IEP meetings. Conflicts in scheduling should be addressed to the assigning administrator for reassignment. Unresolved scheduling conflicts resulting in missed preparation periods will be compensated at the hourly rate.

   b. **Special Needs Teachers and Special Education Consultant:** A basic maximum of thirty-five (35) combined teaching/administrative periods; a minimum of ten (10) preparation periods, thirteen (13) liaison periods and up to two (2) periods for additional duties may be assigned over a two (2) week period of time.

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9. **Additional Courses**
   An annual stipend will be paid to any instructor teaching an extra regularly scheduled and recurring period, as determined by the District. The stipend is based on the current six (6) period academic schedule per A/B week. Compensation will be set at 1/12 per section based on the annual salaries in Appendices A, B, and C.

B. Duty Free Lunch

Each professional shall be provided with at least a thirty (30) minute lunch period free of all duties. No teacher will be requested to perform more than one (1) lunch duty assignment per day.

Employees' ability to leave the workplace will be in accordance with Massachusetts laws (Labor Laws → Wage and Hour → Meal breaks). Staff will be required to notify immediate supervisor's office when leaving and returning to the building.

C. Marks

The District will select and maintain an electronic web-based gradebook that is accessible to students and parents. Professional development will be provided by the District for that electronic web-based gradebook within the parameters of the collective bargaining agreement. Grades will be updated at the discretion of the teacher not to exceed 10 school days per A/B cycle.

Teachers will submit class attendance electronically, making their best efforts to do so within the first 10 minutes of class or within a reasonable time thereafter.

Grading times may vary based on assignment with long term project or major papers taking longer to complete, grade and post.

Rank books are provided for all teachers in order to keep accurate up-to-date evaluations of the work of each student. Ranks books are for the private use of each teacher and are not for pupil examination or scrutiny. These books should be in the teacher's possession or locked up at all times.

Although mark books may remain in the teacher's possession over the summer, a form indicating all term and final grades, both numerical and alphabetical, must be submitted to the Director of Pupil Personnel Services during the teacher's summer check-out appointment.

The grade entered by the teacher shall not be changed except in extraordinary circumstances, in which instance the change shall require the majority vote of a committee composed of two (2) administrative representatives and two (2) Federation representatives.

D. School Facilities

1. Every class shall be held in a heated, lighted, ventilated classroom—all as required by the Commonwealth of Massachusetts building codes and safety laws.

DGC

c. **Vocational Teachers:** A basic maximum of twenty-five (25) teaching periods; a minimum of five (5) preparation periods. A vocational lead teacher will have a basic maximum of twenty-two (22) teaching; a minimum of five (5) preparation periods of fifty-eight (58) minutes and five (5) lead teacher periods of thirty-five minutes. Vocational teachers that are out on work sites will have the first or last period off for preparation time.

d. Lead Teachers will not be assigned cafeteria, or morning (7:25 a.m.) duties, or PM bus duties.

5. **Preparation Periods** are those periods, equal in length to a single teaching period, during which the teacher is not assigned to a regular programmed responsibility but is engaged in work relating to his/her teaching assignment.

   Each Academic Teacher will be guaranteed seven (7) preparation periods per teaching week with a minimum of one (1) preparation period per day. SPED Teachers will be guaranteed five (5) preparation periods per week with a minimum of one (1) preparation period per day. All vocational preparation periods shall be scheduled by the Vocational Office and submitted/listed in iPass.

6. **Administrative Periods** are those periods, equal in length to a teaching period, during which the teacher is programmed for a regular activity other than teaching.

7. **Terms:** The terms listed below appear frequently in educational literature and publications of the Massachusetts Department of Elementary and Secondary Education. Examples include the Curriculum Frameworks, The State Plan for Professional Development and Principles of Effective Teaching, to name a few.
   - **Mentor:** Volunteer professional status teacher advising a teacher without professional teacher status. (This is non-evaluative in nature).
   - **Curriculum Integration (interdisciplinary) Studies:** Combing two (2) subjects or content areas into a unit or project.
   - **Curriculum Development:** The creation or review of what are expected student outcomes. This activity could involve the conversion of course outlines to student competencies and/or curriculum frameworks.
   - **Tutoring:** In school assisting or coaching of students in curriculum (not for credit or discipline).

8. Innovative teacher teams or programs entered into voluntarily by staff may require modification in preparation time schedules stipulated in paragraphs 1 through 7 above. Such modifications shall not be considered prior practice until submitted to the collective bargaining process, but may be implemented on a trial basis until collective bargaining agreement is reached.

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2. Mailboxes for teachers shall be provided in the Administrative Office.

3. A minimum of two teacher workrooms will be provided to accommodate staff working outside of the classroom. These rooms are exclusive of all other scheduled uses during normal school hours. (Exceptions as needed during construction project).

4. Teachers will be provided with furniture, storage space, filing cabinets and bookshelves. The Committee and the Federation recognize that the need of one (1) teacher for these items will vary from that of another. The Committee intends to furnish these items in the amount and as required.

5. Facilities will be provided which allow staff members to report their absence, at times stipulated in the current edition of the Teachers' Handbook, by telephone. Teachers are encouraged to report their intended absences on the evening before the absence.

6. Parking facilities shall be provided for all staff members.

E. School Supplies

1. Teachers will be consulted in order to determine that supplies should be ordered.

2. A sum of money, to be determined by the Committee, will be budgeted for the purchase of periodicals.

F. Evaluation

1. Evaluation of teachers will be conducted personally, professionally, openly and with the full knowledge of the teacher.

2. Teachers shall be given a copy of any evaluation report.

3. This evaluation form will be executed at least three (3) times per year for a non-tenured teacher and at least once every two (2) years for a tenured teacher.

   A teacher's request to be evaluated more times than included in the above minimum shall be carried out by the administrators.

   Guidance personnel, after four (4) years of service with the school district will be evaluated at least once every two (2) years.

4. Under no circumstances will any member of the bargaining unit be required to evaluate any other member of the bargaining unit.

5. The Athletic Director will act as an evaluator of all athletic coaches.

DGC

6. Ongoing Negotiations Regarding Evaluation: The Parties agree to accept the DESE Teacher Evaluation Model for the first year as stated without change. Future modifications would be made upon mutual agreement between the Federation Local 3199 and the District subject to ratification.

G. Teacher Files

1. Teacher files shall be defined as those files maintained by the School Committee or the Superintendent-Director for recording the work history and evaluation of employees.

2. No material referring to teacher's conduct, service, character or personality shall be placed in these files unless the teacher is sent a dated copy.

3. Eacher teacher shall have the right to submit a written dated response to statements placed in his file within fifteen (15) days of receipt of same. This response shall also be included in the file.

4. Any complaint by the Committee, Superintendent-Director, administrator, parent/guardian or a student, or by any person directed towards a teacher deemed serious enough to be considered for placement in the teacher's file, after it has been initially investigated, shall be called to the attention of the teacher before it is included in the file.

   The identity of the complainant shall be made known and the teacher afforded the opportunity to respond, in writing, to refute such complaint if the complaint is deemed serious enough to be actually included in the file. The teacher's response shall be attached to the complaint.

5. The District agrees to permit employees access to and copies of their personnel records within five (5) business days in accordance with M.G.L. c. 149, §52C.

6. Official grievances filed by any teacher under the grievance procedure as outlined in this Agreement shall not be placed in these files, nor shall such grievance become a part of any other file or record which is utilized in the promotion process, nor shall it be used in any recommendation for job placement.

H. Training Teachers

1. Teachers cooperating in the preparation of student or apprentice teachers shall be known as training teachers.

2. Acceptance of trainees shall be voluntary. Adequate advance notice of the assignment of a trainee shall be provided.

I. Length of School Day and Year

1. The teachers' work shall be one-hundred, eighty-seven (187) days beginning on the Monday before Labor Day and continuing into the month of June until the school term is completed.

2. Included in this work year shall be one (1) day before the beginning of the pupils' school year and not more than two (2) days after the close of the pupils' school year.

3. Scheduled days on which school is not in session due to inclement weather or other unforeseen circumstances shall not be counted as part of one-hundred, eight-seven (187) school days.

   At the discretion of the Superintendent-Director, in the event of inclement weather, the District shall implement the Learning Without Walls (Remote Learning) program for up to three days during a given school year. Teachers will be required to provide asynchronous lessons for all students in advance of an anticipated weather-related school closing. These days shall count as part of the one-hundred and eighty-seven (187) day teacher contract as part of the additional four (4) school days but will not count as part of the required one hundred and eighty (180) day MA DESE requirement.

4. It is understood and agreed that the determination of the school calendar is a function of the School Committee under M.G.L. c. 71, §37.

5. The parties agree that the school calendar shall be made a part of this Agreement.

6. The work day shall begin at 7:30 a.m. and end at 2:30 p.m. The school day for pupils is currently 7:43 a.m. to 2:25 p.m. Teachers are expected to be present in the building during this period.
   It is understood that all members of the bargaining unit shall supervise students in the fifteen (15) minutes prior to the start of the normal school day for pupils, such supervision to occur on a rotating schedule of one (1) week every two (2) months. The amount of time that a teacher is expected to spend in the building before and after this period will be determined by the teacher's professional obligation.

7. The beginning and ending times of the school day may be varied by the School Committee based on substantive changes in the school bus contract. Any such variations shall not increase the length of the teachers' workday. Nor shall such variations make the students' normal school day earlier than 7:30 a.m. nor shall such day end later than 3:00 p.m. It is further agreed that the Committee, through the administration, shall have the right to alter the beginning time of the school day in cases of inclement weather.

8. Effective July 1, 2026, at the District's discretion, Lead Teachers may be required to work up to an additional two (2) days. Compensation for the additional days will be at the per-diem rate.

DCC

J. Teacher Meetings

1. Teachers may be required on Mondays to remain after the end of the regular school day, up to 3:45 p.m., to attend a number of departmental, school or staff meetings. The number of meetings in a school year for regular teachers shall not exceed twenty (20) and for lead teachers shall not exceed thirty (30). Teachers will be notified of such meetings and the subject matter at least forty-eight (48) hours in advance of the meeting. Emergency meetings may be called by the Superintendent-Director upon notification to the President of the Federation or his designees.

2. Teachers may be required to attend three (3) evening meetings or functions each year. Attendance at other evening meetings shall be at the discretion of the individual teachers.

3. Five Mondays will be available to the Federation for meetings after school; one in each of the following months: September, November, February, April and June. The Federation will provided a one half-hour designated time period on an opening day (staff day) agenda. For designated Federation meetings, non-unit personnel shall be excluded from such meetings.

4. The District will employ its best efforts to limit parent-teacher meeting nights to 2 hours, and other evening events to 2 ½ hours each.

K. Assistance in Assault Cases

1. Department Director shall report all cases of assault suffered by teachers, in connection with their employment to the Superintendent-Director.

2. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the Department Director and Principal shall conduct an investigation of the incident. The Principal shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.

3. If criminal or civil proceedings are brought as the result of an assault involving a teacher in connection with his employment, the Committee will furnish legal counsel to defend him in such proceedings if he requests such assistance subject to the following qualifications:

   a. Need for counsel must occur during the term of the teacher's employment contract.

   b. When the teacher is the plaintiff or defendant, the Committee will pay the cost of the counsel only if the teacher prevails.

c. If the teacher is acting as a witness only, the Committee will not provide or pay for counsel. No deduction will be taken from the teacher's pay for time spent acting as a witness.

L. Termination and Recall

1. Reduction in staff necessitated by a drop in enrollment or financial exigencies shall be handled to the extent possible, through attrition.

2. Should a lay-off of staff become necessary, the Superintendent will exercise unilateral right to determine the department or departments in which staff reductions will take place, and the number of persons to be deleted from each department.

3. Order of Reduction. In the case of any layoff or reorganization, the teachers retained shall be those best qualified for the positions that remain.

   a. If the position to be eliminated in a particular department is held by a professional teacher status (PTS) teacher, that teacher may displace a non-PTS teacher; provided, that the PTS teacher is properly licensed for the position he or she seeks to assume.

   b. In instances between teachers with professional status who are properly licensed for a position that remains after a reduction or reorganization, layoff decisions shall be based upon qualifications. Qualifications shall include, primarily, indicators of performance and the best interests of students. Indicators of job performance shall include as the primary factors: ratings from performance evaluations (except that no distinction shall be made between evaluations that meet or exceed performance standards); disciplinary suspensions; the anticipated needs of the school district; patterns of sick leave abuse; and professional training (which must be related directly to the job in question). Seniority, as defined above, shall be considered as a tie-breaker among teachers who qualifications are no different using the criteria in this Article.

4. Where seniority ranking of two or more employees within a department is the same, the person who, in the opinion of the Superintendent, is least qualified, shall be the first to be laid off.

5. Any tenured employee terminated pursuant to this Article effective on or after September 1, 1985 shall have recall rights for a period of two (2) calendar years from the effective date of termination to the position from which he has been laid off. He shall have similar recall rights to any other open position for which he is, in the opinion of the Superintendent, qualified.

6. In the event of recall, the employee shall be placed on the salary schedule at the level he had attained at the time of termination.

7. If a teaching position within the bargaining unit becomes open and a teacher on the recall list is certified and, in the opinion of the Superintendent, qualified to hold that position, the

teacher will be notified in writing, by registered mail, sent to his last address appearing on Superintendent records prior to the anticipated date of re-appointment. Teachers so notified must accept or reject an offered appointment in writing within fifteen (15) days of notification. If a teacher rejects and appointment offered, or does not respond, in writing, within the fifteen (15) day period, the teacher's name will be removed from the reappointment list and recall rights will be forfeited.

8. Teachers shall be recalled in the inverse order of termination to positions for which they are certified, and in the opinion of the Superintendent, qualified.

9. Tenured teachers who hold recall rights shall be given preference on the substitute list for their certified areas if they so request in writing.

10. A teacher terminated from his/her position under the provisions of this Section shall be entitled to a sick leave buy-back at twenty-five (25) percent of the rate (per diem) in effect at the time of termination for all days in excess of one hundred (100).

11. Any teacher terminated under the provisions of this Section, who is recalled to service within two school years of teacher's termination date shall be restored to the same seniority level held at the time of termination. If a teacher terminated under the provisions of this Section, whether voluntary or involuntary, is reinstated more than two school years after the teacher's effective termination date, the teacher will not be restored to the same seniority level held at the time of termination. The teacher's recall or reappointment date shall be used for seniority purposes.

M. Damage or Loss of Property

1. No teacher shall be held responsible for loss, damage, or destruction of school property or student's property when such loss, damage, or destruction is not the fault of the teacher.

2. The Committee will reimburse teachers for loss, damage or destruction, while on duty, of personal property of a kind normally worn to or brought to the school when the teacher has not been negligent; to the extent that such loss is not covered by insurance.

   A teacher shall report, in writing, all pertinent information or knowledge relating to the loss; damage or destruction of school property or student property, or of injury to a student or other person on school property or at a school-related event. The teacher shall cooperate with school officials and investigation of such matters.

N. Seniority

1. The Superintendent shall prepare a seniority list, which indicates the date on which all members of the bargaining unit began service. The Federation shall be supplied with the list by October 1st each year, which shall be kept current.

2. Seniority is based upon length of service at the school. Periods of time consisting of service rendered in the school district outside the bargaining unit shall not be included in determining total seniority.

   Notwithstanding any other provision of this Agreement, in calculating seniority, the following periods shall not be counted:

   a. Any period between the date of termination due to layoff and the date of re-employment whether through recall or not.

   b. Any period of unpaid leave of absence equal to or in excess of one (1) year.

   The above paragraph shall be effective only with respect to leaves which initially take effect on or after September 1, 1988; accordingly, said paragraph shall not be effective with respect to leaves, or extensions thereof, which began under the terms of the parties' 1985/88 Agreement.

3. **Part-Time Teachers:** Years of Seniority Part-Time Teachers: Years shall be prorated by the formula given below with the exception of the following:

Formula:	**No. Periods Worked**
	Maximum Periods In Full-Time Teaching Load

   Exception: Full-time members of the bargaining unit who are involuntarily reduced to part-time positions shall continue to accrue one (1) full year of seniority for each additional year of part-time service.

4. Any member of the bargaining unit who voluntarily resigns from employment by the School District

O. Uniform Allowance

1. A uniform allowance not to exceed $200.00 per year shall be provided for each teacher who is requested or required by the administration to wear a uniform or protective clothing. Teachers will be required to present receipts for uniforms purchased. The amount reimbursed is to be the exact amount of the purchase price (not to exceed $200.00). The District reserves the right to determine that the replacement of an existing uniform is necessary.

2. A reimbursement of up to $400 during this contract will be afforded to staff for prescription safety glasses/goggles when required by administration. This reimbursement does not apply to prescription eyeglasses.

P. Off-Campus Duties

The School Committee agrees to pay his daily salary to any member of the bargaining unit, who is required by the Committee to attend conferences, institutes or other off-campus functions. The Committee also agrees to pay for all expenses incurred by the members with regard to meals, lodgings, and/or mileage. This shall not apply to any time spent by a member of the bargaining unit to comply with the professional improvement clause of Appendixes A and K Salary or with the professional improvement requirements mandated by the Massachusetts Division of Occupational Education.

Q. Transporting Students

Teachers shall not be required to transport students in the teacher's automobile.

R. Notices and Announcements

1. All official circulars pertaining to teachers shall be posted on a designated bulletin board in A, B, C, D, and E buildings and a copy furnished to the Federation.

2. A Directory of Personnel for the school shall be provided to all personnel by November 1 of each year.

3. A systematic method of circulating information shall be devised. Use of the public address system when classes are in session shall be restricted to emergency calls.

S. Extracurricular Activity

1. Assignment to an extracurricular activity should be voluntary.

2. Members of the bargaining unit who are involved in extracurricular activity positions who have received three (3) consecutive one (1) year appointments commencing September 1, 1975 shall be awarded a two (2) year contract if a fourth appointment is made.

3. Fifth and subsequent appointments shall also be for two (2) years each.

4. The Committee is under no obligation to re-appoint the person holding a coaching position under a previous contract.

5. For an extracurricular activity, the Superintendent-Director will determine who is best qualified to serve the students.

The criteria to be used in the selection of the employee shall be:

a. Technical training in sport or discipline
b. Experience in a similar position
c. Proven ability to lead young people

If two (2) applicants are judged to be equal under the above criteria by the Superintendent-Director, the applicant who is a member of the bargaining unit will be granted the position.

T. Exchange Teachers

In the event the School Committee approves a program involving the exchange of teachers, the following conditions shall apply:

1. No teacher shall be assigned to another school district involuntarily.

2. During the period of the exchange, the salary, health insurance benefits and all benefits involving the accrual and taking of leave shall be governed by the collective bargaining agreement between the School Committee and Local 3199.

3. During the period of the exchange, other conditions of employment such as workload and duties shall be governed by the practice in effect at the school to which the teacher is assigned.

U. Work Extension Liability (Per 603 CMR 4.06)

1. Approved vocational technical education program areas shall have licensed teachers providing continuous supervision at the job site.

2. The District will ensure that adequate liability coverage is provided to instructors who are working on extension projects.

ARTICLE VII, LEAVE POLICIES

A. Sick Leave

1. Employees covered by this Agreement shall be entitle to thirteen (13) days sick leave. Unused days may be accumulated to a maximum total of two hundred, sixty (260) days. Determination of whether the teacher has reached the maximum accumulation will be made at the end of the school year, and any necessary adjustments will be made at that time. (This will permit teachers who have reached the maximum to use the sick days they accrue in the current year without reducing their total accrual unless they use more than 13 days).

2. Deductions for excused absences beyond the allowable sick leave or for other causes shall be prorated at the rate of the annual salary for each day to be deducted. Salaries obtained

from extracurricular activities will not be included in the deduction. However, salary for extracurricular activities will be deducted by the amount of compensation paid to another person to complete the activity.

3. In the event of a teacher's absence for illness in excess of the three (3) consecutive working days, the Committee may require the filing of a doctor's certificate, or the Committee may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Committee's expense. The Committee may act through a designee. A doctor's certificate shall not be required in the event that an employee uses available sick leave to care for sick members of their immediate family pursuant to Article VII, Section 4.

4. Teachers may utilize up to five (5) days of their earned sick leave per year to care for sick members of their immediate families. Additional days may be granted at the discretion of the Superintendent-Director, along with the required medical documentation.

   In cases where a pattern of sick-leave abuse exists, the Superintendent-Director shall counsel an employee concerning his sick-leave use. Thereafter, if a pattern of abuse continues, the Superintendent-Director may require, as a condition of granting sick leave in future instances, that the teacher substantiate his/her claimed illness by submitting a certificate from a physician that the employee was examined and found to be ill.

   A problem of sick-leave abuse shall be deemed to include the following circumstances:

   a. A pattern of taking sick days connected to the beginning or ending of weekends, holidays, or school vacation periods;

   b. A history of numerous occasions of short-term sick leave in one (1) or more years; or

   c. Repeated use of above-average amounts of sick leave, not including illnesses in excess of three (3) consecutive working days.

      In cases where the Superintendent-Director has reasonable grounds to suspect that the employee is incapacitated, he may require that the employee obtain an examination to determine his/her fitness for teaching. Such examination shall be by a qualified specialist chosen by the employee; failing a timely selection by the employee, the Superintendent-Director may designate the physician. The School Committee shall bear the cost of any examination it requires under this paragraph.

5. Any teacher at the school excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case more than two (2) years, and for such further additional period as he may be entitled to under the terms of the Agreement.

DGC

6. Each teacher shall receive notice of his accrued sick leave during the month of September.

   Upon the teacher's return, an appropriate form will be provided for completion by the teacher and the signed form returned to his/her immediate supervisor. This form will state the number of days and the reason for the absence.

7. Sick Leave Bank:

   a. The assets of the Sick Leave Bank shall be comprised of days contributed by its members from leave assigned to them under ARTICLE VII, A. Donation to the Bank shall be a condition of membership. Any person in the unit who wishes to become a member of the Sick Leave Bank may do so by assigning one (1) of his sick-leave days to the Bank during the thirty (30) day period, which shall commence September 1 of each school year. New employees may assign one (1) sick day to the Bank during the thirty (30) calendar-day period next following the first day of employment.

      Any member electing not to participate in the Sick Leave Bank will not be allowed to return as a member of the Bank for two (2) school years.

   b. Participating members who wish to draw from the Bank must make application to a Sick Leave Bank Committee which shall be composed of the following:

      - One (1) federation member from the vocational staff
      - One (1) federation member from the academic staff
      - One (1) federation member from the support staff (i.e. Guidance, Nurse)
      - One (1) administrator who shall represent the Superintendent-Director and who shall have no voting power.

      Such application shall be made at least seven (7) calendar days before the anticipated withdrawal. An application blank is available for this purpose from the committee. All requests for days from the bank shall be accompanied by medical evidence indicating the requesting employee's inability to perform his/her normal duties.

      A participating employee who has been on sick leave in excess of thirty (30) consecutive school days shall receive written notice, addressed to the employee's residence on file at the school, ten (10) school days in advance of the specified date on which his/her sick leave will be exhausted. A copy of the notice shall be given to the Federation's president. This notice provision is intended to facilitate timely application by participating members in the Sick Leave Bank.

   c. Three (3) days after exhaustion of his sick leave, a member whose application has been approved by the committee may draw upon the Sick Leave Bank. The initial grant of days from the Sick Leave Bank by the committee shall not exceed thirty (30) days. If

the need continues, re-application to the committee may be made for further grants of thirty (30) days each.

d. No member shall be granted more than one-hundred, eight-two (182) days of sick leave from the Bank.

e. Any person in the bargaining unit who chooses not to participate in the Sick Leave Bank will be required to sign a release to the Federation.

f. Members shall be eligible for benefits under the Sick Leave Bank only while employed by the Assabet Valley Regional Vocational School District.

g. Each member of the Sick Leave Bank will deposit one (1) additional day in the Bank as of the first day of each school year. Failure to do so will cancel membership. If the accumulation of days in the Bank falls below fifty (50), all persons who wish to remain members will be required to deposit one (1) additional day. Any person who is drawing from the Bank at that time or who has used all sick leave days available to him will be exempt from depositing the additional day.

h. Any misuse or abuse pertaining to the Sick Leave Bank that comes to the attention of the Sick Leave Bank Committee will be evaluated and, if such action seems appropriate, the committee shall terminate that individual's membership in the Bank. All decisions of the committee relative to membership and operation of the Sick Leave Bank are final.

i. Effective August 15, 2009, donations to the sick leave bank will be suspended. When the balance of the sick leave bank falls below 500 days, donations will be reinstated beginning in the following school year. During the suspension of donations, new staff will be automatically included in the bank without having to make a donation.

8. The School Committee reserves the right to deny sick leave benefits paid to any teacher within the twenty (20) school days immediately following a contractually defined unpaid leave.

B. Funeral Leave

1. A maximum of five (5) school days funeral leave without loss of pay shall be granted to teachers upon the death of anyone in their immediate family.

2. Funeral Leave in paragraph 1 shall include the teacher's spouse, foster parent, foster children, child, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law of the teacher or any other relative living in the house.

- A foster child is to be defined as a person not related by blood or legal ties but who has been directly provided parental care.

- A foster parent is to be defined as a person who has provided parental care.

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3. Funeral Leave of two (2) days without loss of pay shall be allowed on the death of a grandparent, grandchild, aunt, uncle, niece, nephew, brother-in-law or sister-in-law of the teacher or the teacher's spouse covered under paragraph 2 and not living in the teacher's household.

4. One (1) official designee of the Federation shall be allowed to attend the funeral of any member or retired member of the bargaining unit without loss of pay. This leave shall not exceed one (1) day.

5. Three days funeral leave without loss of pay, up to and including the day of the funeral, shall be granted in the case of the death of a person when a teacher is solely responsible for all the funeral arrangements of the deceased. Evidence of responsibility is to be approved by the Superintendent-Director.

6. The Superintendent-director must be notified by the teacher when Funeral Leave is taken and under what provision it is requested.

C. Personal Leave

1. Teachers will be entitled to a total of three (3) days of absence without loss of pay. Under ordinary circumstances, personal leave shall be granted for personal affairs requiring the presence of the employee, which cannot reasonably be conducted during non-school hours. Such typical occasions include:

   a. Business and other legal transactions, which can only be attended to by the members during school hours.
   b. Illness in the immediate family.
   c. Graduation of a member of the immediate family.
   d. Religious days.
   e. Such emergencies which develop without prior knowledge of the teacher and which require the immediate attention of the teacher.

2. Notification of personal leave will be made to the Superintendent-Director at least 48 hours before taking such leave (except in the case of emergencies). At no time shall this leave be used for vacation s or recreation activities and does not apply to Federation or other organizational business.

3. Leave allowed under this section does not accumulate year to year. However, at the end of each year, any unused personal days will be converted to sick leave days and added to the employee's sick leave accrual.

4. Staff covered by this agreement will not be granted a personal leave day on a day immediately before or after a holiday, vacation period or during the first or last four (4) days of the school year. Exceptions may be granted by the Superintendent-Director.

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D. Sabbatical Leave

Sabbatical leave will be granted for an organized program of professional advancement to members of the Federation at the discretion of the Committee. Such leaves are designed to improve the quality of education at Assabet Valley Regional Technical School, thus increase the benefits accruing to the pupils. Sabbatical Leave will be subject to the following conditions.

1. The program of professional advancement must be approved by the Superintendent-Director.

2. The employee shall have completed at least seven consecutive full school years of employment at Assabet Valley Regional Technical School.

3. No more than one (1) employee per school year will be granted sabbatical leave.

4. Requests or notifications of intention for Sabbatical Leave must be received by the Committee in writing in such form as may be required by the Committee no later than one (1) month before the budget must be certified to the member communities, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the Sabbatical Leave is requested.

5. In the event the number of applications received exceeds one (1) employee, the application will be evaluated upon the following factors:

   a. Education value of the proposed program to Assabet Valley Regional Technical School.
   b. The quality of past performance by the employee.
   c. The length of service by the employee.
   d. In addition, the Committee may deny any request for Sabbatical Leave, in its discretion, based on reasons of economy.

6. Upon return to employment, the teacher shall be placed on the appropriate step in the salary schedule as though such employee had not taken leave.

7. The employee will agree in writing that upon termination of leave the teacher will return to service at Assabet Valley Regional Technical School for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the Committee an amount equal to such proportions of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

8. Employee on Sabbatical Leave for one (1) full school year shall be paid at 65%of their regular salary for that school year provided that such payment when added to grants received does not exceed the present salary. If the present salary is exceeded, the

Committee's participation will be reduced by an amount that will maintain the present salary.

E. Educational Leave

1. Professional days for the purpose of visiting other schools, attending meetings or conferences, relating to curriculum development or organizational structure will be allowed, provided a written proposal is presented to the Superintendent-Director at least five (5) days in advance. The Superintendent-Director will approve or reject the proposal at least two (2) days in advance of proposed leave. Proposals will be evaluated on the basis of their value to the educational program at the Assabet Valley Regional Technical School. No more than 5% of the faculty will be absent for this purpose on any given day. Exceptions may be approved by the Superintendent-Director.

2. The Committee shall pay expenses incurred by the teacher such as registration fees, meals, lodging, and transportation. A list of anticipated expenses will be included with the proposal for approval by the Superintendent-Director.

   "In cases where transportation, meals and lodgings have not been budgeted for in the fiscal operating budget, and the teacher still desires to attend at his personal expense, approval may be granted by the Superintendent-Director. "

3. Teachers requesting reimbursement from the Committee under this section will submit to the Superintendent-Director a voucher individually listing the expense for which reimbursement is sought.

F. Military Leave

Military Leave without pay shall be granted to any teacher who is inducted or any tenured teacher who enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level, which he would have achieved had he remained actively employed in the school during the period of his absence up to a maximum of four (4) years.

G. Reserve Duty

Military Leave will be provided in accordance with applicable state and federal laws. Employees who are obligated to perform summer reserve training will use their best efforts to have such training scheduled during the summer months or at such times as will cause the least disruption to the school.

H. Federation Leave

1. A member of the bargaining unit who is elected a full-time paid officer of the American Federation of Teachers/Massachusetts shall, upon proper application, be granted an unpaid leave of absence for one (1) school year.

2. A member of the bargaining unit who is employed to assist the Federation in discharging its duties as the exclusive bargaining representative of the teachers covered by this Agreement shall, upon proper application, be granted an unpaid leave of absence for one (1) school year.

3. The Federation President or his representative shall be granted a maximum of three (3) days off per school year for the purpose of representing the faculty with regard to Federation business. Upon proper application with at least two (2) weeks advance notice; he shall be granted a leave of absence without pay.

I. Statutory Leaves (FMLA, MPLA, and SNLA)

1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may e12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") M.G.L. c. 149, §52D, or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA"), M.G.L. c. 149, §105D.

2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave in addition to any leave available under the FMLA to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

4. The MPLA provides an employee who has been employed for three (3) months with eight (8) weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-week, their right to return to the same or similar position is protected, as further detailed in the statute.

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5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave.

   The FMLA only requires unpaid leave. However, employees must use accrued paid personal, sick, or family leave for some or all of the FMLA leave period. An employee must follow the District's normal leave rules in order to substitute paid leave. When paid leave is used for a FMLA-covered reason, the leave is FMLA protected.

   For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that the sick leave for family illness is available. Employees may utilize up to five days (5) days of their earned sick leave per year to care for sick members of their immediate families. The Superintendent-Director shall have the discretion to permit an employee, at employee's request, to use additional accrued sick time beyond five (5) days concurrently with any qualifying FMLA leave taken to care for a family member, provided that the employee provides documentation from a physician supporting the need to care for the family member. Parental leave that is not taken in connection with any disability of the employee would not generally be eligible for sick leave except as provided in Section J.

   Under the MPLA employees may use accrued sick and personal time concurrently with all or part of their leave, provided the District's normal rules concerning the use of the applicable type of paid leave are followed, as indicated above for FMLA leave. At his/her discretion, the Superintendent-Director may grant unpaid leave beyond eight (8) weeks, but not to exceed twelve (12) weeks, except as required by law.

   Under the SNLA employees may use accrued personal time to participate in school activities related to the educational advancement of a son or daughter. Employees may use accrued personal or sick leave to accompany a son or daughter to medical or dental appointments. Employees may use accrued personal or sick leave to accompany elderly relatives to medical or dental appointments or other appointments related to the elder's care. Use of paid sick leave must follow the District's normal rules concerning the use of sick leave, as indicated above for FMLA leave.

   In the event an employee qualifies for FMLA, MPLA, or SNLA leave, the District has the right to designate applicable leave as such.

   Leave entitlement will be calculated on a rolling 12-month basis. The District will have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this Agreement. In instances where leave is taken for reasons specified in both the MPLA and the FMLA, the leave will be counted simultaneously against the employee's entitlement under both laws (e.g. the care for a newborn).

   If both parents work for the District, they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

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J. Parental Leave

1. Childbirth and Pregnancy Related Leave. Paid leave for the employee who gives birth to a baby is available as outlined in the preceding section, based upon documented medical need subject to the employee having available sick leave.

2. Adoption. If an employee adopts a newborn, the employee may access up to eight (8) weeks (40 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of appropriate documentation. If both parents are employees of the District the eight (8) weeks shall be in the aggregate.

3. Non-Birthing Parent. If an employee's spouse gives birth to a baby, the employee may access up to two (2) weeks (10 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of appropriate documentation.

4. Extended Unpaid Parental Leave. A teacher shall be allowed an unpaid parental leave of up to one (1) year following the September 1 after the birth or placement through adoption of a child. All parental leave requests must be made in writing to the Superintendent-Director at least sixty (60) days in advance, or as soon as practical if such notice is not possible. A teacher on a full year leave of absence shall inform the Superintendent-Director of the teacher's decision either to return to work or to resign by May 1 of the calendar year in which the leave is to end. Where such leave exceeds the statutory leave periods, the District shall have the right to confirm the length of the leave to natural breaks in the school year for the benefit of students.

K. Other Leaves

1. If a teacher attending summer school finds his assignment commencing prior to the completion of the school year he may, upon approval of the Superintendent-Director, be released to attend summer school. The teacher's compensation for that school year will be reduced by the following formula:

$$\frac{\text{Number of Release Days}}{\text{Total Number Of School Days}} \times \text{Teacher's Salary for School Year}$$

2. Tenure members of the bargaining unit shall be granted leave of absence without pay for two (2) years to serve with the Peace Corps, Vista, National Teacher Corps, or the Commonwealth Teacher Corps.

3. A tenure member of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve as an elected official in public office.

4. Leaves of absence may be extended by the School Committee.

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5. All benefits to which a teacher was entitled at the time leave of absence commenced shall be restored to him upon his return. A teacher on leave of absence may return to active duty only at the commencement of the school year. The teacher shall notify the Superintendent-Director on or before April 1 of his intent to return the following September.

6. A teacher who marries shall be granted two (2) weeks leave of absence without pay.

L. Unpaid Leave

The School Committee reserves the right to deny any request for unpaid leave status or to rescind any established unpaid leave status before unpaid leave commences, if the teacher applicant draws paid sick leave benefits during the twenty (20) school days preceding the beginning of the leave.

M. Part-Time Teachers

1. **Part-Time Teachers**
   Each leave day shall be reduced in proportion to the days the teacher works in a part-time capacity. Example: Teacher employed for half day (.50 teaching load); Sick leave accrued in one (1) year is thirteen (13) half days (1/2).

2. **Full-Time Teachers Who Work Part of the Year**
   a. Full-time teachers who do not work a full year, for example, because they retire or end employment during the year or are hired after the start of the school year, will have their leave days pro-rated as indicated below. (This will not be applied in the case of unforeseen medical leaves).

   b. The calendar will be divided into three (3) segments as indicated below. Teachers employed during a particular segment of the year will accrue 4 1/3 sick days and one (1) personal day. The segments are: Start of school to November 30; December 1 to February 29; March 1 to the end of school.

   c. An employee may appeal to the Superintendent in any situation where this proration would work a hardship, and the Superintendent shall have the discretion to modify the effect of this provision.

N. Jury Duty Leave

All teachers required to serve on Jury Duty shall promptly notify their immediate administrator by providing a copy of the notification received and in so doing the teacher shall be granted leave to serve without loss of pay. Jury Duty Leave beyond one (1) day shall require verification of dates and compensation received, if any, from the courts. Compensation received from the courts in excess of $25.00/day shall be deducted from compensation to be received from this School District.

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ARTICLE VIII, TRANSFERS, VACANCIES/PROMOTIONS

A. Transfer

1. Requests for transfers shall be submitted in writing to the Superintendent-Director of the school and renewed annually.

2. If the transfer is one that normally would not become effective until the beginning of the school year, the request must be filed prior to March 15 of the preceding school year.

3. Notices of transfer shall be given to a teacher as soon as possible following the granting of a teacher's request.

4. The School Committee reserves the right to make involuntary transfers when such transfers will serve the best interest of the school.

5. Any involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent-Director, at which time the teacher shall be notified of the reason of the transfer. In the event that a teacher objects to the transfer, the Federation shall be notified and the Superintendent-Director will meet with the Federation representative to discuss the transfer.

6. The term "transfer" shall include all changes between areas of teacher certification.

7. Where all other factors are equal, seniority based on consecutive years of experience with the department will be given consideration.

B. Promotions/Vacancies

1. Whenever a vacancy occurs in either a full-time or part-time position which may be filled by certified staff, or when a new position is created, a notice of the vacancy, together with a job description of duties required and the pay rate which will apply shall be posted upon the bulletin boards of the faculty lounges for a period of least ten (10) school days and shall be emailed to all staff members. One (1) copy shall also be emailed to the President of the recognized local teachers' organization.

2. Applications will be received from the personnel who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiently all the demands of the position.

3. In considering candidates for a position, where factors specified in paragraphs 1 and 2 above are the same among a number of candidates, seniority at the school shall be given consideration.

4. Such applications shall be in writing and shall set forth the basis on which the applicant solicits consideration.

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5. Vacancies shall be filled by an applicant within the school if, in the opinion of the School Committee, his/her educational qualifications and experience are equal to or exceed those of the other applicants.

6. For vacancies that occur during summer months, staff will be notified of openings via electronic means which may include, but not be limited to, school email addresses or telecommunications.

7. In the event the Superintendent decides not to appoint any specific Federation member to a vacancy, he/she shall be entitled to written notification regarding the reason for such decision if this is requested.

8. The Superintendent's decision not to appoint a specific teacher to a vacancy shall not be subject to the grievance procedure.

C. Other Job Openings

1. Excluding summer vacations, whenever a vacancy occurs in either a full-time or part-time position which may be filled by certified staff, or when a new position is created, a notice of the vacancy, together with a job description of duties required and the pay rate which will apply shall be posted upon the bulletin boards of the faculty lounges for a period of at least ten (10) school days and shall be emailed to all staff members. One (1) copy shall be sent to the President of the recognized local teachers' organization. During the summer vacation period, notice of a vacancy will be mailed to all Federation members.

2. Applications will be received from the personnel who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiently all the demands of the position.

3. Such application shall be in writing and shall set forth the basis on which the applicant solicits consideration.

4. For vacancies that occur during summer months, staff will be notified of openings via electronic means which may include, but not limited to, school email addresses or telecommunications.

5. For positions in summer programs, evening, afternoon, and federal programs regularly appointed teachers at the school who possess the necessary qualifications will be given first consideration.

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ARTICLE IX, GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean only a complaint by an employee, the Federation or the Committee that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

2. As used in this article, the term employee shall mean either an individual employee or a group of employees having the same grievance.

3. The Federation may initiate and process a grievance under the following procedure, acting in place of the employee.

B. Adjustment of Grievance

1. Level 1 – Department Director

   a. An employee may present a grievance to his Department Director within fifteen (15) school days following knowledge by the grievant of the act or condition, which is the basis of his complaint, unless the grievant has a valid excuse for later filing.

   b. The employee and the Department Director shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint, At the conference, the employee may be represented by the appropriate Federation representative; but where the employee is represented he must be present. Whenever a grievance is presented to the Department Director by the teacher personally, the Department Director shall give the Federation representative the opportunity to be present and state the views of the Federation.

   c. Department Director shall communicate his decision in writing to the aggrieved employee and to the Federation representative who participated within five (5) school days after receiving the complaint.

2. Level 2 – Superintendent-Director/Principal

   a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal the decision at Level 1 to the Superintendent-Director/Principal within ten (10) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Level 1.

   b. The Superintendent-Director/Principal or his designated representative shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation

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representative shall be given at least two (2) school days notice of the conference and an opportunity to be heard.

c. Notice of the conference shall also be given to the Department Director. The Department Director and any appropriate superior may be present at the conference and state their views.

d. When the employee is not represented by the Federation at this level, the Superintendent-Director/Principal shall furnish the Federation with a copy of the appeal from Level 1, together with notice of the date of the conference. In such cases, the Federation may be present and state its views.

e. The Superintendent-Director/Principal shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and to any Federation representative who participated at this level, within ten (10) school days after receiving the appeal.

f. The Department Director and any appropriate superior shall also receive a copy of any decision at this level.

3. Level 3 – School Committee

a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal the decision at Level 2 to the School Commi9ttee within ten (10) school days after the decision of the Superintendent-Director has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decisions at Level 2.

b. The School Committee shall meet with the aggrieved employee with a view to attaining mutual resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least two (2) school days' notice of the conference and an opportunity to be heard.

c. Notice of the conference shall also be given to the Superintendent-Director, Department Director or any other appropriate superior. The above-named parties may be present at the conference and state their views.

d. When the employee is not represented by the Federation at this level, the School Committee shall furnish the Federation with a copy of the appeal from Level 2, together with notice of the date of the conference. In such cases, the Federation may be present and state its views.

e. The School Committee shall communicate its decision in writing, together with the supporting reasons to the aggrieved employee and to any Federation representative who participated at this level, within fifteen (15) school days after receiving the appeal.

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f. The Superintendent-Director, any other appropriate superior, and the Department Director shall also receive a copy of any decision at this level.

4. Special Procedures for Grievances Relating to Salary and Leave Matters:

   a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule, or step, or that he has been improperly denied an increment, or that his salary has been miscalculated or that the person's absence reduction was improperly calculated, shall be filed directly with the Superintendent-Director and shall next be appealed to the School Committee. In such cases the provisions of the general procedures relating to Level 2 shall apply to the presentation and adjustment of the grievance at the level of the Superintendent-Director except that:

      1) The grievance shall be filed within fifteen (15) school days following knowledge by the grievance of the act or condition, which is the basis of the complaint, unless the grievant has a valid excuse for later filing.

      2) The employee need not be present at the conference.

      The provisions of the general procedure relating to Level 2 and 3 shall apply to any appeal to the School Committee from the decision of the Superintendent-Director.

5. Time Limits

   a. The time limits in this article may be extended by a mutual agreement.

   b. Failure at any level of the Grievance Procedure to appeal within the specific time limits shall be considered acceptance by the employee of the decision rendered.

   c. Failure at any level of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next level.

6. Committee Grievance

   a. The Committee, if it has a grievance as defined in ARTICLE IX, A.1. above, shall initiate the grievance by filing with the President of the Federation a written statement of the complaint with fifteen (15) school days of the act or condition, which is the basis of complaint, unless the Committee has a valid excuse for later filing.

   b. Within ten (10) school days thereafter said statement shall be reviewed jointly by representatives of the Federation and the School Committee with a view to arriving at a mutually satisfactory resolution of the complaint.

   c. If the grievance is not resolved to the satisfaction of the Committee, said Committee shall then within ten (10) days notify the Federation in writing if it intends to file for arbitration under provisions of ARTICLE X, ARBITRATION.

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ARTICLE X, ARBITRATION

A grievance dispute, which was not resolved at the level of the School Committee under the Grievance Procedure may be submitted by the Federation or the Committee by filing a request for arbitration with the other party and the American Arbitration Association. The notice shall be filed within ten (10) school days after receipt of the decision at the last step of the grievance procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his decision no later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement and law will be accepted as final by the parties to the dispute and both will abide by it subject to M.G.L. c. 150, §11. The arbitrator's fee will be shared equally by the parties to the dispute.

The Committee agrees that it will apply to all substantially similar situations, the decision of an arbitrator sustaining a grievance, and the Federation agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

ARTICLE XI, SPECIAL SERVICES

Special Services Positions *	**No. of Contractual School Days**	**Additional days beyond the School Year**	**Total No. of days expected per School Year**	**Brief Description of additional days at per diem rate**
Guidance Counselor and Career / College Readiness Counselor and Public Relations/Admissions Coordinator Counselor	187 days	18 days	205 days	Up to Five (5) days before the start of school and Five (5) days after Days. Eight (8) additional days are used for scheduling, summer school registration and failure meetings, transcript review, technical program selection, course selection, financial aid, admissions interviews, college application, financial aid sessions, etc.
Library Media Specialist	187 days	0 days	187 days	
Cares Clinician	187 days	0 days	187 days	
Adjustment Counselor	187 days	0 days	187 days	
School Psychologist	187 days	10 days	197 days	Testing, Evaluations, etc.

School Nurse	187 days	0 days	187 days	
Special Ed. Team Chairperson**	187 days	5 days	192 days	Five (5) additional days are used for summer work processing incoming IEP, Attend Parent Advisory Council Meetings.

*All positions listed below have accompanying job descriptions.

**Special Ed Team Chairperson will be listed under Stipends in the FY23-25 CBA.

ARTICLE XII, ACADEMIC FREEDOM: PROFESSIONAL ACTIVITY

A. Academic Freedom

1. Each teacher is entitled to freedom of discussion within the classroom on matters relevant to the subject under study, and within the teacher's professional competence, pertinent to the District curriculum and subject to District policies.

2. A teacher may speak or write as a citizen in a public forum on a matter of public concern without fear of discipline; provided, that a teacher may not disseminate private student information in a way that foreseeably exposes it to the risk of the public disclosure.

3. The private and personal life of a teacher is not within the appropriate control of the Committee, except where the teacher acts inconsistently with standards analogous to those set forth in the Department of Elementary and Secondary Education Regulations in 603 CMR 7.15 (8) a.1.c, as applied by the District, notwithstanding any determination or action by the Commissioner of Education.

4. A teacher must observe appropriate boundaries in relationships and communication with students whether in person, by telephone/text message or via social media.

B. In-Service Training

1. A diversified program of in-service training shall be provided.

2. The Committee will provide in-service training programs necessitated by curriculum changes or the changing needs of the School District.

3. Whenever an in-service course or program is provided, all members of the bargaining unit shall be allowed to avail themselves of this course or program.

4. Whenever in-service courses are offered with the stipulation that one (1) degree credit shall be granted to those members successfully completing said course, no less than three (3) such courses shall be offered during any three (3) year period in which a member is required to obtain three (3) degree credits.

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ARTICLE XIII, FEDERATION PRIVILEGES AND RESPONSIBILITIES

A. Consultation

Effective September 1974, a committee of Federation representatives shall meet with the Superintendent-Director quarterly to discuss matters relating to the welfare of the school. Both parties shall submit items for the agenda. There shall be a mutual effort to make these sessions meaningful and advantageous to the school.

B. Information

The Committee and the Federation shall make available to each other, upon reasonable request, information relevant or necessary for the proper enforcement of this Agreement.

C. School Committee Meetings

A copy of the public agenda of all School Committee meetings shall be made available to the designated Federation representative to the Committee meetings, at least twenty-four (24) hours prior to the meetings. The Federation representative shall be advised as soon as possible of all special public meetings of the School Committee.

D. Existing Laws and Regulations Preserved

1. The rights and benefits of persons provided herein are in addition to those provided by State or Federal Law, rule or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

2. The School Committee and the Federation shall carry out the commitments contained herein and give them full force and effect as School Committee policy. The Committee shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of the Agreement.

E. Protection of Individual and Groups Rights

1. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute.

2. Nothing contained herein shall be construed to permit any parties other than the Federation, the School Administration, and the School Committee to participate in the process of a formal grievance.

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F. Distribution of Agreement

The District agrees to distribute an electronic copy of the Agreement to each member of the bargaining unit presently employed by the District and to each new member hired during the duration of this Agreement.

G. Federation Activity at the School Level

1. Before the opening of and after the close of school on school days, the Federation shall have the right to use the designated areas in school buildings for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Director of Business Operations.

2. The Federation through elected officers shall be provided access to all public announcement systems, texting or emergency messaging systems for the purpose of providing Federation-related notices to the membership. Communications that are political or detrimental to the District are prohibited. Use of ConnectEd phone system will be approved and uploaded by an administrator.

H. Dues Check-Off

An employee who wishes to have the Committee deduct the regular Federation dues from his pay for transmittal to the Federation, shall execute an authorization card to be furnished by the Federation. Subject to revocation as permitted by law, such authorizations shall be valid for the term of the Agreement.

I. Resolution of Differences

The Federation and the Committee agree that differences between the parties shall be settled by peaceful means as provided within the Agreement.

The Federation shall for the term of this Agreement not engage in, instigate or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

ARTICLE XIV, HANDLING OF NEW ISSUES

Matters of collective bargaining import, not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

By the Committee:

With respect to matters not covered by this Agreement, which is a proper subject for collective bargaining, the Committee agrees that they will make no changes without prior consultation and negotiation with the Federation.

By the Federation:

> In any matter not covered in this Agreement, which is a proper subject for collective bargaining, the Federation may raise issue with the Committee for consultation and negotiation.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XV, SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVI, JUST CAUSE

No teacher shall be disciplined without just cause. It is expressly understood that this Section shall not apply to the District's failure to re-appoint a probationary (non-professional status) teacher. The District retains the rights which it has under M.G.L. c. 71, §§38, 41, and 42. The failure to re-appoint a non-professional status teacher shall not be subject to arbitration under this Agreement. This clause does not apply to decisions not to employ or re-employ a teacher in any extra-curricular, coaching or stipendiary capacity.

ARTICLE XVII, DURATION

This Agreement and each of its provisions shall be in effect as of July 1, 2025, except as expressly provided otherwise, and shall continue in full force and effect to and including June 30, 2028 and shall automatically renew itself for successive terms of one (1) year each, unless by September 2 next prior to the expiration of the contract year involved, either the Committee or the Federation shall have given notice of its desire to modify or terminate the contract.

DGC

APPENDIX

APPENDIX A

TEACHERS SALARY SCHEDULES				
FY26 2%				
Step	Level I	Level II	Level III	Level IV
1	$55,915	$60,476	$65,053	$67,342
2	$59,569	$64,124	$68,721	$71,021
3	$63,462	$68,009	$72,550	$74,817
4	$67,356	$71,895	$76,412	$78,671
5	$71,260	$75,775	$80,262	$82,507
6	$75,162	$79,656	$84,140	$86,381
7	$79,067	$83,542	$88,068	$90,332
8	$82,977	$87,422	$91,827	$94,030
9	$86,882	$91,325	$95,729	$97,932
10	$90,785	$95,180	$99,589	$101,795
11	$94,688	$99,074	$103,452	$105,642
12	$98,162	$102,546	$106,925	$109,116

FY27 3%				
Step	Level I	Level II	Level III	Level IV
1	$57,593	$62,290	$67,004	$69,363
2	$61,356	$66,048	$70,783	$73,151
3	$65,366	$70,049	$74,726	$77,062
4	$69,376	$74,052	$78,705	$81,031
5	$73,398	$78,048	$82,670	$84,982
6	$77,417	$82,046	$86,664	$88,972
7	$81,439	$86,048	$90,710	$93,042
8	$85,466	$90,045	$94,581	$96,851
9	$89,488	$94,064	$98,601	$100,870
10	$93,509	$98,036	$102,576	$104,849
11	$97,528	$102,046	$106,556	$108,812
12	$101,107	$105,622	$110,132	$112,389

FY28 3%				
Step	Level I	Level II	Level III	Level IV
1	$59,321	$64,159	$69,014	$71,444
2	$63,197	$68,030	$72,907	$75,346
3	$67,327	$72,150	$76,968	$79,373
4	$71,458	$76,273	$81,066	$83,462
5	$75,600	$80,389	$85,150	$87,531
6	$79,739	$84,507	$89,264	$91,641
7	$83,883	$88,630	$93,431	$95,833
8	$88,030	$92,746	$97,419	$99,756
9	$92,173	$96,886	$101,559	$103,896
10	$96,314	$100,977	$105,654	$107,994
11	$100,454	$105,107	$109,753	$112,076
12	$104,140	$108,791	$113,436	$115,761

LEVEL	ACADEMIC	VOCATIONAL
Level I -	Bachelors	Shop Certified
Level II -	Masters	60 Credits / Associates
Level III -	Masters + 30	Bachelors
Level IV -	Masters + 45	Bachelors + 15

APPENDIX B
EXTRACURRICULAR ACTIVITIES (ATHLETICS)

Head Coaches	FY 26 - FY 28
Baseball	$6,449
Basketball	$5,636
Cheerleading	$4,957
Cross Country	$6,449
Football	$9,952
Golf	$5,415
Ice Hockey	$8,846
Lacrosse	$6,449
Soccer	$6,449
Softball	$6,449
Track	$5,904
Volleyball	$6,263
Wrestling	Inactive
Strength & Conditioning	$4,180

Assistant Coaches	FY 26 - FY 28
Baseball	$4,180
Basketball	$5,194
Cheerleading	$3,217
Cross Country	$4,180
Football	$6,029
Golf	$3,070
Ice Hockey	$5,898
Lacrosse	$4,687
Soccer	$4,552
Softball	$3,721
Track	$3,721
Volleyball	$4,551
Wrestling	Inactive

PLEASE NOTE: Intramural Coaches that are approved by the Administration will receive a stipend of $1,219 for FY26-FY28 should the need be deemed appropriate for this position(s).

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APPENDIX C
EXTRACURRICULAR ACTIVITIES (ADVISORS)

Advisors	FY 26 - FY 28
All Class Yearbook	$5,288
Alumni	$2,233
Freshman Class	$2,233
Junior Class	$2,906
National Honor Society	$1,266
Post-Secondary	$2,233
Senior Class	$2,906
Senior/Junior Class	$2,906
Skills USA (2)	$3,070
Sophomore Class	$2,233
Sophomore/Freshman Class	$2,233
Student Advisory -Student Council	$2,185
Yearbook	$3,455

Clubs	FY 26 - FY 28
Anime	$1,603
Book Club	$515
Bowling	$1,219
Culture Club (Latin)	$1,266
Drama	$4,530
Dungeons and Dragons	$1,603
eSports (Game)	$1,603
Faith Club	$515
Fashion Club	$515
Hiking	$515
Literary Writing	Inactive
Math	$2,351
Newspaper	$1,785
Safety Committee	$1,785
Ski Club	$2,351
Assistant JROTC	Inactive
Travel Club	Inactive
GSA	$1,266

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APPENDIX D

EXTRACURRICULAR SALARIES TEACHERS SALARIES TEACHERS: PER DIEM				
FY26 - Per Diem				
Step	**Level I**	**Level II**	**Level III**	**Level IV**
1	$299.01	$323.40	$347.87	$360.12
2	$318.55	$342.91	$367.49	$379.79
3	$339.37	$363.68	$387.97	$400.09
4	$360.19	$384.46	$408.62	$420.70
5	$381.07	$405.21	$429.21	$441.21
6	$401.93	$425.97	$449.95	$461.93
7	$422.82	$446.75	$470.95	$483.06
8	$443.73	$467.50	$491.05	$502.83
9	$464.61	$488.37	$511.92	$523.70
10	$485.48	$508.99	$532.56	$544.36
11	$506.35	$529.81	$553.22	$564.93
12	$524.93	$548.37	$571.79	$583.51

FY27 - Per Diem				
Step	**Level I**	**Level II**	**Level III**	**Level IV**
1	$307.98	$333.10	$358.31	$370.92
2	$328.11	$353.20	$378.52	$391.18
3	$349.55	$374.59	$399.60	$412.09
4	$371.00	$396.00	$420.88	$433.32
5	$392.50	$417.37	$442.08	$454.45
6	$413.99	$438.75	$463.44	$475.79
7	$435.50	$460.15	$485.08	$497.55
8	$457.04	$481.52	$505.78	$517.92
9	$478.55	$503.02	$527.28	$539.41
10	$500.05	$524.26	$548.54	$560.69
11	$521.54	$545.70	$569.82	$581.88
12	$540.68	$564.82	$588.94	$601.01

FY28 - Per Diem				
Step	**Level I**	**Level II**	**Level III**	**Level IV**
1	$317.22	$343.10	$369.06	$382.05
2	$337.95	$363.79	$389.87	$402.92
3	$360.04	$385.83	$411.59	$424.46
4	$382.13	$407.88	$433.51	$446.32
5	$404.28	$429.89	$455.35	$468.08
6	$426.41	$451.91	$477.35	$490.06
7	$448.57	$473.96	$499.63	$512.48
8	$470.75	$495.97	$520.96	$533.46
9	$492.90	$518.11	$543.10	$555.60
10	$515.05	$539.98	$564.99	$577.51
11	$537.19	$562.07	$586.91	$599.34
12	$556.90	$581.77	$606.61	$619.04

APPENDIX E

LEAD TEACHERS, COORDINATORS AND INTRAMURAL SALARY SCHEDULES

Lead Teacher	**FY 26 - FY 28**
Lead Teacher	$4,048
Coordinator	**FY 26 - FY 28**
College Planning Coordinator	$2,500
Media	$4,555
Music	$4,555
Summer School Supervisor	Inactive
Teacher Mentor Coordinator	$3,455
Off-Campus Work Coordinator	$4,555
Liaison	**FY 26 - FY 28**
AP	$1,350
FIRST Corporate	$810
FIRST Engineering	$540
FIRST Media	$540
FIRST Student	$540
Pre-Engineering	$1,350
Special Education - SEPAC Liaison	$5,151

APPENDIX F

OTHER STIPEND POSITIONS

Other Positions	FY 26 - FY 28
Engineering Team (5)	$515 each
Evaluation Team (up to 4)	$260 each
FIRST Parts Manager	$1,080
FIRST Project Leader	$2,519
Freshman Experience Leader	$1,080
Freshman Orientation Leader	$537
School Improvement Team	$1,080
Tag Advisor	$540
Teacher Mentor	$863
Technology Team	$863

APPENDIX G

WORKING BEYOND THE NORMAL SCHOOL YEAR

Unit A members whose contracts are extended beyond the normal teacher's contract [one-hundred, eighty-seven (187) days presently], will be compensated first at a per diem rate. Staff members who are assigned a two-hundred, five (205) day contract will be compensated at ten (10) percent of their base contract for those additional days.

Example: Fiscal Year 2026

Level I, Step 1 - $55,915

$299.01 per diem rate

$5,591.50 at ten (10) percent, if contract is extended to 205 days

All days over and above the teacher's contract are with approval of the Superintendent-Director.

DGC
7/1/25

APPENDIX H:

PROCEDURAL GUIDELINE

1. Bargaining shall take place between the designated representative of the Committee and the Federation on dates acceptable to both parties. The meeting may be moved to larger quarters if necessary.
2. The participants shall have the authority to explore, to negotiate, and to make tentative agreements subject to final ratification by the principal bodies.
3. Press releases may be issued jointly and simultaneously, if possible, after meetings. There shall be no unilateral press releases.
4. There shall be free and open exchange of information between the Federation and the Committee.
5. Facts, opinion proposals and counter proposals relating to collective bargaining will be exchanged freely during the meetings in an effort to reach mutual understanding and agreement. All proposals shall be in writing.
6. When written agreement is reached on any proposal, said written proposal shall be initialed by the spokesman of both parties to indicate tentative acceptance.
7. A quorum of two (2) members on each team will be necessary to proceed with discussion.
8. The purpose of any meeting shall have as its sole goal the negotiation of an agreement between the groups.
9. Negotiation sessions shall not be regular school committee meetings. All meetings shall be closed meetings.
10. There shall be a single spokesman for each team but other members or resource people may speak with permission of the respective spokesman.
11. A negotiating meeting shall not be adjourned until the next meeting night is decided upon.
12. Both parties will honor the right of the other to adjourn the meeting.
13. In matters concerning the budget, the goal shall be to complete negotiations at least two (2) weeks before the budget must, by regional contract, be submitted to the member communities.
14. The confidentiality of all proposals will be respected.

1) **Purpose of Educator Evaluation**

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions (* 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, academic and vocational teachers, 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) **Common Assessments**: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

F) ***Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

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APPENDIX I: Evaluation Tool

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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 and overall performance rating. 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 [187 school days] 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 recommend activities during the summer preceding the next school year. If an Improvement Plan is implemented in the middle of a school year, it may also extend into a subsequent school year for up to the equivalent of one full school year [187 school days].

H) ***ESE**: The Massachusetts Department of Elementary and Secondary Education.

I) ***Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

J) ***Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building**: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

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iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

L) ***Experienced Educator**: An educator with Professional Teacher Status (PTS).

M) ***Family**: Includes students' parents, legal guardians, foster parents, or primary caregivers.

N) ***Formative Assessment**: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

O) ***Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

Q) ***Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

R) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

S) ***Observations:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation must be conducted in person. 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.

T) **Parties**: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

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

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

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

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

Z) ***Summative Evaluation**: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

AA) ***Superintendent**: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

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

CC) ***Trends in student learning:** At least two years of data from common assessments, used by Educators to make adjustments to curriculum and educational practices.

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 may include one or more of the following:

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 common assessments determined by departments that are 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 assessments may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

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

i) Unannounced observations of practice of any duration.

ii) Announced observation(s) for non-PTS Educators in their first three years of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products.

iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

i) Evidence compiled and presented by the Educator, including :

(a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

(b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii) The faculty meeting may be recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance, trends in student learning, data collected from common assessments, and other sources shared between the Educator and Evaluator.

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

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first three full years of teaching in the District under contract:

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

ii) The Educator shall have at least four unannounced observations during the school year.

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

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle. Of the observation(s), no more than one will be for an entire teaching period.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

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C) The Educator whose overall rating is unsatisfactory must be observed as required by the Improvement Plan which may include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator. Observations shall be required as part of the plan if the unsatisfactory rating is based upon classroom performance.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 31st. The Evaluator may conduct additional observations after this date.

The Evaluator is neither required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

ii) Barring extenuating circumstances, 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 either in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

i) All non-PTS Educators in their first three years in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) At a mutually agreed time and prior to the scheduled observation, or upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference.

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

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

(c) Within 10 school days of the observation, the Evaluator and Educator may meet for a post-observation conference, or as requested by the educator. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within two school days, if possible.

(d) The Evaluator shall provide the Educator with written feedback within 10 school days of the post-observation conference, if one is held. This timeframe may be extended at the request of the Evaluator and Educator. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

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

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

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

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

12) **Evaluation Cycle: Formative Assessment**

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

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

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or 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.

G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

D) 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.

E) 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.

F) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

H) 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.

I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June10th.

J) 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.

K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

L) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

M) The Educator shall have the right to respond in writing, within ten school days, to the summative evaluation which shall become part of the final Summative Evaluation report.

N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

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i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

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

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B) The Educator shall be evaluated at least annually.

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

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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 10th.

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 187 school days. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the

Improvement Plan may recommend activities that occur during the summer before the next school year begins or may be extended into a subsequent school year. If an educator has not made sufficient progress during an Improvement Plan of less than 187 days, then the Evaluator may extend the Improvement Plan period as defined in section 2G iv.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii) Include the signatures of the Educator and Supervising Evaluator.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) Decision on the Educator's status at the conclusion of the Improvement Plan.

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i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

(a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

(d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	**Completed 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
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	*January 5**
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	*February 1*
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	*February 15*
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	*April 20**
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt	June 20

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A) **Educators with PTS on Two Year Plans**

Activity:	**Completed By:**
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	*June 1 of Year 1*
Evaluator conducts Formative Evaluation Meeting, if any	*June 1 of Year 1*
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

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

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

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.

22) **Using Student feedback in Educator Evaluation**

Educators will be expected to collect student feedback at least once per year using a survey that is agreed upon by the district. Educators should be able to discuss the results with their Evaluators during formative or summative meeting.

23) **General Provisions**

A) Only Administrators who are licensed may serve as primary evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually and recommend adjustments to the parties.

F) Violations of this article are subject to the grievance and arbitration procedures. 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.

5. Library Media Specialist Summative Evaluation Report

Name: **Robert McCann**
Job Title: **Other SchoolAdministrator**

Grade 9

Author: **Self-Evaluation**
Date: **Aug 16, 2019 10:24 AM EDT**
School **Assabet Regional High School**

Share: **On**

As per 603 CMR 35.02 and 603 CMR 35.06(5), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Current DESE Licensure Status

Renewal/Expiration Date

Supervising Evaluator, If any (Name/Title/Role)

Assessing

[ ] Progress toward attaining goals
[ ] Performance on Standards

Educator Impact on Student Learning Using Common Assessments of Student Learning, Growth and Achievement, and Student Feedback (Used for Standard II)

Common Assessments #1 completed

[ ] Yes
[ ] No

Comments on Common Assessments #1

Common Assessments #2 completed

[ ] Yes
[ ] No

Comments on Common Assessments #2

Educator Impact on Student Learning Using Student Feedback

Student Surveys Completed

[ ] Yes
[ ] No

DGL

Comments on Student Feedback

Progress Toward Student Learning Goals

Student Learning Goals - Progress Rating

[ ] Exceeded
[ ] Met
[ ] Significant Progress
[ ] Some progress
[ ] Did not meet

Student Learning Goals - Rationale, evidence, and feedback

Progress Toward Professional Practice Goals

Professional Practice Goals - Progress Rating

[ ] Exceeded
[ ] Met
[ ] Significant Progress
[ ] Some progress
[ ] Did not meet

Professional Practice Goals - Rationale, evidence, and feedback

Performance on Each Standard

Evaluator must add comments (rationale, evidence, or feedback) if ratings differ from prior Summative Evaluation.

Standard I:

The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.

Planning and Preparation for Learning

Demonstrates rich understanding of literature

Exemplary	Proficient	Needs improvement	Unsatisfactory

Demonstrates a rick understanding of current trends in information technology

Exemplary	Proficient	Needs improvement	Unsatisfactory

Articulates needs of students for information technology

Exemplary	Proficient	Needs improvement	Unsatisfactory

Actively seeks out resources beyond the district to enrich the school's program

Exemplary	Proficient	Needs improvement	Unsatisfactory

DGC

Balances time between maintaining collection and working with teachers and students

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Highly sophisticated plan towards improving program

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Overall Performance Rating Standard I

Ratings for every educator must be reported annually. For those educators on 2-year plans, "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Overall Comments Standard I

Standard II: Teaching All Students

The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate culturalproficiency.

Accommodations for learning styles including the ELL students

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Environment

Environment

Clear signage, resources & technology are easily accessible for all students. excellent traffic flow and adequate space devoted to work areas and computer use.

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Delivery of Instruction

Engaging students in enjoying literature; learning information and research skills

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Assisting students in the use of technology in the library/media center

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Assisting teachers in the use of technology in the library/mediacenter

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Researching current literature and/or trends in library/media practice

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Circulating

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Overall Performance Rating Standard II

Ratings for every educator must be reported annually. For those educators on 2-year plans, "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

Exemplary | Proficient | Needs Improvement | Unsatisfactory

DGL

Overall Comments Standard II

Common Assessment data analysis included here.

Standard III: Family and Community Engagement

The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

Professional Responsibilities

Proactive in reaching out to parents and the community

Exemplary	Proficient	Needs Improvement	Unsatisfactory

Proactive in establishing contacts with outside libraries

Exemplary	Proficient	Needs Improvement	Unsatisfactory

Overall Performance Rating Standard III

Ratings for every educator must be reported annually. For those educators on 2-year plans, "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

Exemplary	Proficient	Needs Improvement	Unsatisfactory

Overall Comments Standard III

Standard IV: Professional Culture

The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

IV-C-1. Professional Collaboration

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.	Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Rarely and/or ineffectively collaborates with colleagues, conversations often lack focus on improving student learning.

Delivery of Service

Selects materials for the collection in consultation with teachers

Exemplary	Proficient	Needs Improvement	Unsatisfactory

Periodically purges outdated materials

Exemplary	Proficient	Needs Improvement	Unsatisfactory

Initiates collaboration with classroom teachers in the design of instructional lessons and units

Exemplary	Proficient	Needs Improvement	Unsatisfactory

DGC

Locates additional resources for teachers/students

[ ] Exemplary [ ] Proficient [ ] Needs Improvement [ ] Unsatisfactory

Preparing reports and budgets

[ ] Exemplary [ ] Proficient [ ] Needs Improvement [ ] Unsatisfactory

Providing coaching to teachers

[ ] Exemplary [ ] Proficient [ ] Needs Improvement [ ] Unsatisfactory

Continually seeking ways to improve the library/media program

[ ] Exemplary [ ] Proficient [ ] Needs Improvement [ ] Unsatisfactory

Overall Performance Rating Standard IV

Ratings for every educator must be reported annually. For those educators on 2-year plans, "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

[ ] Exemplary [ ] Proficient [ ] Needs Improvement [ ] Unsatisfactory

Overall Comments Standard IV

Overall Performance

Overall Performance Rating

Ratings for every educator must be reported annually. For those educators on 2-year plans, "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

[ ] Exemplary [ ] Proficient [ ] Needs Improvement [ ] Unsatisfactory

Overall Performance Rating

Rationale, evidence, and feedback for improvement

Current Evaluation Plan

[ ] Developing Educator Plan
[ ] One-year, Self-Directed Growth Plan
[ ] Two-year, Self-Directed Growth Plan
[ ] Directed Growth Plan
[ ] Improvement Plan

Plan Moving Forward

[ ] Developing Educator Plan
[ ] One-year, Self-Directed Growth Plan
[ ] Two-year, Self-Directed Growth Plan
[ ] Directed Growth Plan
[ ] Improvement Plan

Signature of Evaluator

- no signature -

The educator shall have the opportunity to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c).

DAC

Signature of Educator

Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

- no signature -

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5. Summative Evaluation Report (5/17/2018)

Name: Robert McCann
Job Title: Other SchoolAdministrator
Grade: 9

Author: Self-Evaluation
Date: May 17, 2018 12:45 PM EDT
School: Assabet Regional High School
Share: On

As per 603 CMR 35.02 and 603 CMR 35.06(5), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Current DESE Licensure Status

Renewal/Expiration Date

Supervising Evaluator, if any (Name/Title/Role)

Assessing

[ ] Progress toward attaining goals
[ ] Performance on Standards

Educator Impact on Student Learning Using Common Assessments of Student Learning, Growth and Achievement, and Student Feedback (Used for Standard II)

Common Assessments #1 completed

[ ] Yes
[ ] No

Comments on Common Assessments #1

Common Assessments #2 completed

[ ] Yes
[ ] No

Comments on Common Assessments #2

Educator Impact on Student Learning Using Student Feedback

Student Surveys Completed

[ ] Yes
[ ] No

DGC

Comments on Student Feedback

Progress Toward Student Learning Goals

Student Learning Goals - Progress Rating

[ ] Exceeded
[ ] Met
[ ] Significant Progress
[ ] Some progress
[ ] Did not meet

Student Learning Goals - Rationale, evidence, and feedback

Progress Toward Professional Practice Goals

Professional Practice Goals - Progress Rating

[ ] Exceeded
[ ] Met
[ ] Significant Progress
[ ] Some progress
[ ] Did not meet

Professional Practice Goals - Rationale, evidence, and feedback

Performance on Each Standard

Evaluator must add comments (rationale, evidence, or feedback) if ratings differ from prior Summative Evaluation.

Standard I:

The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.

I-A-4. Well-Structured Lessons

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class.

DGC

I-A-4 Comments

Describe performance and feedback for improvement

I-C-1. Analysis and Conclusions

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Individually and with colleagues, draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data that improve short- and long-term instructional decisions. Is able to model this element.	Individually and with colleagues, draws appropriate conclusions from a thorough analysis of a wide range of assessment data to improve student learning	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.

I-C-1. Comments

Describe performance and feedback for improvement.

Overall Rating for Standard I

Ratings for every educator must be reported annually. For those educators on 2-year plans "[t]he educator's [formative evaluation] 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 Performance Standards may change " 603 CMR 35.06(5)(b)

Exemplary	Proficient	Needs improvement	Unsatisfactory

Overall Comments Standard I

Standard II: Teaching All Students

The teacher promotes the learning and growth of all students through instructional practices that establish high expectations create a safe and effective classroom environment, and demonstrate culturalproficiency

II-A-2. Student Engagement

Exemplary	Proficient	Needs improvement	Unsatisfactory
Consistently uses instructional practices that typically motivate and engage most students both during the lesson and during independent work and home work. Is able to model this element	Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	Uses instructional practices that leave most students uninvolved and/or passive participants.

II-A-2. Comments

Describe performance and feedback for improvement

II D-3. Access to Knowledge

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities. Is able to model this element.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.

II-D-3. Comments

Describe performance and feedback for improvement.

II-B-2. Collaborative Learning Environment

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.

II-B.2. Comments

Describe performance and feedback for improvement.

Overall Rating for Standard II

Ratings for every educator must be reported annually. For those educators on 2-year plans "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

Exemplary	Proficient	Needs Improvement	Unsatisfactory

Overall Comments Standard II

Common Assessment data analysis included here

Standard III: Family and Community Engagement

The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

III-B-2. Curriculum Support

Exemplary	Proficient	Needs improvement	Unsatisfactory
Successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.	Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Sends home occasional suggestions on how parents can support children at home or at school.	Rarely, if ever, communicates with parents on ways to support children at home or at school.

III-B-2. Comments

Describe performance and feedback for improvement.

Overall Rating for Standard III

Ratings for every educator must be reported annually. For those educators on 2-year plans, "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

Exemplary | Proficient | Needs Improvement | Unsatisfactory

Overall Comments Standard III

Standard IV: Professional Culture

The teacher promotes the learning and growth of all students through ethical, culturally proficient skilled, and collaborative practice.

IV-C-1. Professional Collaboration

Exemplary	Proficient	Needs improvement	Unsatisfactory
Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.	Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.	Does not consistently collaborate with colleagues in ways that support productive team effort	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.

IV-C-1. Comments

Describe performance and feedback for improvement.

Overall Rating for Standard IV

Ratings for every educator must be reported annually. For those educators on 2-year plans, "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

Exemplary | Proficient | Needs Improvement | Unsatisfactory

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Overall Comments Standard IV

Overall Performance

Overall Performance Rating

Ratings for every educator must be reported annually. For those educators on 2-year plans, "[t]he educator's [formative evaluation] 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 Performance Standards may change." 603 CMR 35.06(5)(b)

Exemplary	Proficient	Needs Improvement	Unsatisfactory

Overall Performance Rating

Rationale, evidence, and feedback for improvement

Current Evaluation Plan

[ ] Developing Educator Plan
[ ] One-year, Self-Directed Growth Plan
[ ] Two-year, Self-Directed Growth Plan
[ ] Directed Growth Plan
[ ] Improvement Plan

Plan Moving Forward

[ ] Developing Educator Plan
[ ] One-year, Self-Directed Growth Plan
[ ] Two-year, Self-Directed Growth Plan
[ ] Directed Growth Plan
[ ] Improvement Plan

Signature of Evaluator

- no signature -

The educator shall have the opportunity to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c)

Educator Response (optional)

Signature of Educator

Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

- no signature -

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APPENDIX J:
COMPILATION OF CONTRACT DEADLINES

In the event of a conflict between Appendix L and the main body of the agreement, the provisions of the main agreement shall control.

Date	Contract Sec.	Page	Deadline
August 01	Article IV. C. 1.	6	Notification for one sum payment. December 31 – revocation of the same.
August 20	Article IV. D.2.b.	7	Teachers provide verification of records for salary advancement
September 1	Article IV. I. 1.a.	11	Written notification to School Committee by staff for eligible sick leave buy back upon retirement
September 15	Article IV. K	11	Cutoff date for longevity qualification
October 01	Article VI. N. 1	22	Current membership list provided to the Federation
October 01	Article IV. H. 5.	10	District provides Federation listing of new hires and placement on the salary schedule
November 01	Article VI. R.2	24	District provides Federation with personnel directory
November 1	Article IV. H. 4(b)		Notify the Superintendent-Director prior to November 1 if the teacher plans to advance in salary scale in the following September.
March 15	Article VIII. A	34	Request by teachers for department transfers
April 01	Article VII. K. 5	32	Notification to Superintendent of return from leave of absence
November 01	Article IV. D.2.A	7	Notification to Superintendent of intent to complete requirements for salary advancement
May 01	Appendices D & E	50-51	Update the current list of extracurricular activities

APPENDIX K:

COMMONLY USED FORMS

ASSABET VALLEY REGIONAL VOCATIONAL SCHOOL DISTRICT
Course Approval/Tuition Reimbursement Form – UNIT A

ASSABET
DO. MORE

TO: Superintendent-Director DATE: _____

FROM (Please print.): _____
Address: _____

All courses for which teachers plan to seek reimbursement must have the approval of the Superintendent-Director or his/her designee. Over the length of the contract a teacher may receive reimbursements up to the amount specified in Article IV Section J. Tuition Reimbursement for undergraduate or graduate level courses at an accredited college or university. Please provide a brief course description from an accredited college or university, along with this Course Approval/Tuition form.

For reimbursement proof of payment must be submitted along with a grade report indicating a grade of "B" or better, prior to the end of the fiscal year (June 15th deadline).

Please check appropriate box(es). Professional development will be used to:

- ☐ Qualify for step increment advancement or to remain at maximum
- ☐ Meet professional improvement as required by Chapter 74 regulations
- ☐ Meet requirements for licensure/certification
- ☐ Meet requirements for a degree program
- ☐ Self improvement

Please note:
That Level Advancement Deadline for the next school year is November 1st. Transcripts must be received by August 20 prior to the start of next year.

I request your approval of the following course to satisfy the stated requirement:

Name of Course	Semester/Clock Hours	College or University	Date of Completion	Tuition Cost

SIGNATURE: _____

APPROVAL SECTION TO BE COMPLETED BY THE SUPERINTENDENT:

The above course: ☐ is approved ☐ is not approved For the amount of $_____

_____ _____
Superintendent-Director Date

REIMBURSEMENT SECTION TO BE COMPLETED BY THE SUPERINTENDENT:

The amount of $_____ is approved for reimbursement for the above course as per the Agreement. Amount is to be paid after the employee has submitted a copy of a dated receipt bill paid to the college or university and a grade report. Such documentation will become part of this record.

Request for reimbursement approved by _____ _____
Superintendent-Director Date

A copy of this application will be included in the employee's personnel record.

Revised 06/22/2026

DGC