

AGREEMENT

between

THE FRANKLIN COUNTY TECHNICAL SCHOOL
DISTRICT COMMITTEE

and

THE FRANKLIN COUNTY TECHNICAL
TEACHERS ASSOCIATION

JULY 1, 2016 to JUNE 30, 2019

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PREAMBLE

This Agreement is made and entered into this 17th day of June, 2016, by and between the Franklin County Technical School District Committee (which will be referred to from now on as the "Committee") and the Franklin County Technical Teachers Association-Massachusetts Teachers Association-National Education Association (which will be referred to from now on as the "Association"), or "FCTTA".

ARTICLE 1

RECOGNITION

The Committee recognizes the Association for the purposes of collective bargaining as the exclusive representative of:

1. all full and regular, part-time professional employees
2. teachers
3. guidance counselors
4. school psychologists
5. school librarian
6. nurse(s)
7. educational team leader
8. school social workers
9. long term substitutes

and excluding:

1. full-time administrative positions
2. teacher aides
3. paraprofessionals
4. substitute teachers
5. all non-professional personnel

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "Teachers;"

ARTICLE 2

NEGOTIATION PROCEDURE

Upon request of either party prior to October 1 of the calendar year preceding the calendar year in which this Agreement expires, the parties mutually agree to enter into negotiations over a successor agreement that will include wages, hours, and all other conditions of employment. Either party may, if it so desires, utilize the services of outside consultants.

Upon ratification of this contract by the parties, they acknowledge that each had the unlimited right to make demands, proposals, and counterproposals, concerning any matter or subject not removed by law from the collective bargaining procedure, and that matters not herein covered have been withdrawn or eliminated as consideration for the ratification of

this Agreement. Except that, by mutual agreement of the parties, or as otherwise provided for by the terms of this agreement, the contract may be reopened at any time.

ARTICLE 3

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems that may from time to time arise affecting wages, hours, or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Time limits herein may be extended by mutual consent. For the purpose of this agreement, a working day will be defined as a teacher work day.

Any dispute or grievance that may arise between the parties concerning the application or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

Informal

The teacher with or without the Association representative shall discuss a complaint or dispute informally with the immediate supervisor within ten (10) working days of the occurrence of the event giving rise to the complaint, or his/her knowledge of its occurrence.

The immediate supervisor shall investigate the matter and attempt to resolve the complaint responding to the teacher and the Association within five (5) working days after receipt of the complaint.

Step 1

If the complaint or dispute is not resolved informally as above, the aggrieved teacher shall present a grievance formally in writing to the Principal within five (5) working days after receipt of the informal response. The written grievance shall contain the name(s) of the aggrieved employee(s), the facts underlying the grievance, the contract provision(s) allegedly violated, and the specific remedy requested. The Association shall be notified of any grievance filed by a teacher on his/her own behalf and shall have the opportunity to be present at such grievance meetings in accordance with the grievance procedure. The Principal shall meet with the aggrieved teacher and the Association representative, in accordance with the provisions of Section 5 of Chapter 150E of the General Laws, within five (5) working days after receipt of the grievance and seek to resolve the grievance. The Principal will respond in writing within five (5) working days after meeting with the parties.

Step 2

If the grievance is not resolved at Step 1, it may be presented in writing five (5) working days after receipt of the Step 1 response, to the Superintendent-Director who will meet with the parties within five (5) working days after receipt of the grievance and attempt to resolve the grievance, responding in writing within five (5) working days after meeting with the parties. Any grievance resolved at Step 1 or Step 2 shall have neither any precedent value for, nor establish a binding practice on either party to the agreement.

Step 3

Failing satisfactory resolution at Step 2, the grievance may be referred in writing to the School Committee within ten (10) working days after receipt of the response of the Superintendent-Director. After receipt of the grievance, the School Committee shall meet

and discuss the grievance with the parties within ten (10) working days or at the next regularly scheduled School Committee meeting, whichever is later. A written decision shall be rendered within fifteen (15) working days after meeting with the parties.

Step 4

In the event that the Association does not accept the decision of the School Committee, the Association may submit the dispute to binding arbitration by filing a request in writing with the American Arbitration Association with a copy to the School Committee in writing fifteen (15) working days after receipt of the written decision of the School Committee.

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

B. If a decision satisfactory to the Association at any level of the grievance procedure below Step 3 is not implemented within 5 working days, the Association may reinstitute the original grievance at the next step of the grievance procedure.

C. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or Association shall consider that the grievance is denied and invoke the next step of the procedure, except, however, that only the Association may request arbitration under Step 4 for purposes of these procedure.

If the grievant and/or the Association exceeds any time limit prescribed at any step in the grievance procedure, the District shall consider that the grievance is withdrawn and may not be resubmitted.

D. The parties will cooperate in the investigation of any grievance and will be furnished with such information as is required under law for good faith bargaining.

Any proper grievance, timely filed but unresolved at the expiration date of this contract may be continued to its conclusion providing negotiations are being carried out looking to a new agreement.

E. The Association shall request the American Arbitration Association to provide a list of arbitrators. An arbitrator will then be selected by both parties under the provisions of the Voluntary Labor Arbitration Rules. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the hearing. The arbitrator shall have no power to modify, amend or alter the Agreement.

Cost of the arbitration shall be borne equally by the Association and the School Committee.

The arbitration provisions under this Article shall not apply to employees with less than six (6) months active service in the aggregate.

Where appropriated funds are required to pay an arbitrator's award, and the Committee is unable to fund the award out of the operating budget, the matter shall be

submitted to the District towns by the School Committee for approval and funding.

The decision of the arbitrator shall be final and binding on the grievant, the Association, and the School Committee.

F. When in the opinion of the Association, three (3) or more teachers have the same grievance, the Association may file a class action grievance and may represent them beginning at Step 1 of the Formal Grievance Procedure.

ARTICLE 4

SALARIES

A. The salaries of all persons covered by this Agreement are set forth in Appendix A, Appendix B and Appendix C, which are attached hereto and made a part thereof.

B. All teachers on the salary schedule at the time of ratification of the contract will be considered as being on the proper step and column as reflects their training and experience. Upon employment of new teachers, the Superintendent-Director or designee and such teachers will agree on step and column placement prior to the signing of the teaching contract, and, notwithstanding any other provisions in this Agreement, no grievance may or will be entertained based on the correctness of the initial placement of said teachers on the salary schedule.

Under normal circumstances no new teachers will be placed higher on the salary schedule than an existing teacher with equal education and experience.

C. On July 1 of each year, teachers who were on the staff the previous year will receive a one step increment on the salary schedule, provided, however, that they have fulfilled the requirements for professional development as set forth in Article 14.

1. Such annual increments are not solely pay advances, but are based upon satisfactory services as determined by the Principal, subject to the discretion of the Superintendent-Director.
2. Teachers expecting to complete work, which will qualify them for lateral advancement on the salary schedule, shall notify the Superintendent-Director in writing three (3) months prior to the completion of the course work allowing the lateral movement. Lateral advancement will be awarded upon receipt of the appropriate certification forms for vocational teachers or certified transcripts for academic teachers and Bachelor's Degree for vocational teachers, and payment of the increased salary will be made retroactive to the effective date of such award. For all course work, Master's Degree +30 is intended to mean 30 semester hours of graduate credit beyond the Master's Degree or any undergraduate credit with the Superintendent-Director's prior approval.

D. Teachers may elect to receive their salary according to one of the three following payroll options:

- Option 1) Twenty-one (21) bi-weekly installments
- Option 2) Twenty-six (26) bi-weekly installments
- Option 3) Twenty-six (26) bi-weekly installments with a lump sum payment of the last five installments paid to the

teacher the last pay period of June

New employees will designate a payroll option upon signing a contract. For all employees, selected payroll options will remain in effect until changed, in writing, by the employee. Notification of change must be received by the Business Office no later than April 15th. Any change to or from Option 1 will take effect the 1st pay period of the following school year.

E. Mileage authorized by the Superintendent-Director shall be reimbursed by the Committee at the rate established by the I.R.S. for this purpose.

F. The Committee will provide Health Insurance substantially equal in coverage to the existing insurance. In addition, the Committee will provide, as an option for eligible employees, a Health Maintenance Organization plan. The Committee reserves to itself the right to investigate and explore alternate insurance plans.

1. The Committee will pay seventy-five percent (75%) and the employee will pay twenty-five percent (25%) of the premiums of the Preferred Provider Organization (PPO) plan and the Health Maintenance Organization (HMO) plan.
2. The Committee will pay \$3,000 annually to any employee not enrolled in one of the Health Insurance Plans provided by the District.
3. Employees are allowed to participate in one (1), not both, of the health insurance programs under this section.

G. Teachers will be eligible to participate in a "Tax-Sheltered" annuity plan established pursuant to U.S. Public Law 87-370.

H. Teachers will be provided a \$20,000 term life insurance plan of the type presently available to teachers. The Committee will pay seventy-five percent (75%) of the premium. Additional coverage under this plan will be made available as provided by law and premiums will be prorated and deducted from the teacher's salary.

I. The Committee will provide a group Dental Plan substantially equal in coverage or better than the existing group Dental Plan. This plan will include a maximum calendar year benefit of \$1500. The Committee will pay sixty-five percent (65%) and the employee will pay thirty-five percent (35%) of the premiums for the group Dental Plan. The Committee will make payroll deduction available to the membership for the purpose of paying said premiums.

J. The Committee will recognize the formation of a group Disability Insurance Plan. Said plan to be determined by the Association. The committee will pay 100% of premiums not to exceed \$30 per month for the duration of this contract. The committee will make payroll deduction available to the membership for the purpose of paying said premiums.

K. The Committee will recognize the formation of a Flexible Spending Arrangement (FSA) for its employees in accordance with applicable Internal Revenue Service regulations. The Committee will allow the carryover of up to \$500 per year to use in the following year as allowed by the aforementioned regulations. Said plan to be administered using a third party administrator mutually agreed upon by the Committee and the Association. The Committee will pay the one-time set up costs to implement the FSA program. The District shall pay any administrative fees for subscribers who opt into the program for the duration of this Agreement. The Committee agrees to appropriate \$75 per member per year, which will be offered to persons covered by this agreement as a contribution into their FSA accounts OR an annual stipend for non-FSA contributors. In-

service time during the school day will be used to allow the representative of the third party administrator the opportunity to explain the benefits of enrolling in the flexible spending account (FSA) to the employees.

L. Pre-Tax Deduction options for Flexible Spending Accounts, and Medical, Life, Dental and Disability Insurance Plans will be available through payroll.

ARTICLE 5

TEACHING DAY, YEAR, AND WORK LOAD

A. A normal school day starts at 8:00 AM and dismissal is at 2:35 PM. All professional staff shall be at their assigned station at least fifteen (15) minutes prior to the start of the school day, and shall remain available in school until, at least, ten (10) minutes beyond the daily dismissal bell.

B. Academic teachers, vocational teachers and the school librarian shall make available, on a weekly basis, one (1) after school make-up/extra help session for students scheduled in accordance with the late bus calendar. On the librarian's scheduled late day, they shall have one collaboration period without supervisory duties.

C. For the purpose of this contract, unless contravened by statute, the teachers' school year shall be 185 school days. Included in the 185 day schedule are 182 student contact days including one (1) day for freshmen orientation. All scheduled workdays will occur Monday through Friday. Except as otherwise provided in this Agreement, teacher service shall not exceed seven (7) hours per day. The Committee and the Association agree to consider the current use of the remaining days in the school year and, through mutual agreement, make any changes that are deemed necessary or desirable.

1. A snow day calendar, in addition to the 185 working day contract, will be accepted as part of this contract and not counted as additional work days.
2. Each year, four (4) weeks prior to adoption by the Committee, the Superintendent-Director, will submit a copy of the proposed school calendar to the F.C.T.T.A.
3. All professional staff requested to work beyond the number of contracted working days will be compensated in extra pay at a daily rate of 1/185th of their current base salary or prorated if less than a full day at the per diem rate.
4. The teachers' school year will generally not commence before the last Monday in August nor extend beyond June 30, unless the Massachusetts Department of Education requires otherwise.

D. All vacancies for extra-curricular positions, for the next school year, will be posted, whenever possible, by June 1. All such part-time position assignments shall be voluntary, appointed annually, and compensated at the rates indicated in Appendix C.

All qualified professional F.C.T.S. faculty and staff will be given preference in the filling of all extra-curricular positions.

E. In the interest of fulfilling desirable educational objectives and of maintaining professional standards, the Superintendent-Director or designee will make every effort, consistent with the limits imposed by the budget, legal constraints, or effective administration to address the following guidelines:

1. Staff meetings may be called as necessary. Such meetings shall be held following forty-eight (48) hours posted notice except in cases of emergency. The notice shall carry the agenda for the meeting and all staff members shall be expected to attend unless excused. The Superintendent-Director and the Association agree that in the interest of efficiency, such meetings shall be kept to a minimum and be of reasonable duration.
2. Teachers will attend and participate in the following school-wide scheduled events:
 - Parents Night
 - Two (2) Career Awareness Nights
 - Senior Awards Ceremony
 - Graduation

If a teacher is unable to attend one of these events, said teacher will inform their immediate supervisor in writing.

3. Teachers will be provided a daily duty-free lunch period of at least the length of the student lunch period.
4. All vocational teachers will have a minimum of one (1) duty-free preparation period daily; academic teachers will have two (2) duty-free preparation periods daily. When a conflict arises and a teacher preparation period is lost a replacement preparation period will be offered.

No preparation time will be provided for the following positions:

- Guidance Counselors
- Nurse(s)
- School Librarian
- School Psychologist(s)
- School Social Worker

5. Whenever possible, teachers will not be given classroom assignments, outside their major or minor fields of study and/or the scope of their teaching certificate. In compliance with DESE guidelines administration can assign teachers, as needed, up to 20% outside of their licensed area.
6. Whenever possible, teachers will not be scheduled for more than three (3) different daily course preparations per week. In the event that a teacher has more than three (3) mandated different daily course preparations, the Principal will meet with the teacher and the Association President or designee to work out any accommodations which may be necessary as a result of the schedule.
7. Subject area and grade level assignments will be made no later than June 30. If an unusual condition exists after this deadline, the Principal will notify the affected teacher(s) no later than July 30 to inform them of their teaching assignments.
8. Student teachers will only be assigned to teachers who volunteer. No more than two (2) student teachers per department per semester will be assigned.
9. The Superintendent-Director will allow necessary time off with pay for one (1) representative of the Association, in addition to witnesses called by the hearing officer, to attend fact finding and arbitrations related to this contract.

F. The Superintendent-Director will provide one (1) free period per week for the President of the Association in order to assist that person in his/her duties. The President shall have no additional assigned duties fifteen (15) minutes prior to the start of the day and ten (10) minutes beyond the daily dismissal bell.

ARTICLE 6

CLASS SIZE

A. The Committee will make every effort consistent with the type of the shop, safety factors, budgetary considerations, building size and arrangement, to maintain shop classes at or below the sizes recommended in the regulations of Chapter 74 as amended from time to time.

B. The Committee will make every effort to establish equitable class sizes consistent with the nature of the class, safety factors, budgetary considerations, building size and arrangements.

ARTICLE 7

NON-TEACHING DUTIES

A. The Superintendent-Director and the Association agree that a teacher's primary responsibility is to teach and his/her energies should be utilized to this end. Accordingly,

1. The Principal will make every reasonable effort to keep non-teaching duties including supervision on school grounds, cafeteria, corridors, sidewalks and buses at a minimum and will make any assignments on an equitable basis.
2. Teachers will not be held responsible for the loss of any collected monies, provided that established school regulations relative to the collection and maintenance of such funds have been followed.

B. Teachers will not be required to drive pupils to locations away from the school building unless such teacher shall have been indemnified and the Committee shall save them harmless.

ARTICLE 8

TEACHER EVALUATION

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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 (definitions are generally based on 603 CMR 35.02):**

- A) **Evidence of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and evidence of professional practice, including announced and unannounced observations of practice of at least 10 minutes and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-determined Measures.** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload Educators, unless otherwise noted.
- G) **Evaluation Cycle.** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Cycle** 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 Cycle** 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 Cycle** 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 Cycle** shall mean a plan developed by the Evaluator of at least 40 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, if mutually agreed upon the plan may include activities during the summer preceding the next school year.
- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **Evaluator:** Any administrator designated by a Superintendent/Director 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) The Evaluator shall be the administrator responsible for working with the Educator in developing educator goals and plan, and evaluating the Educator's progress through formative assessment, and performance ratings based on formative evaluation and summative evaluation.
 - ii) **Notification:** The Educator shall be notified in writing of his/her Evaluator by September 15th of each school year. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Educator Goals Plan:** 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.
- S) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes by the Evaluator and may include examination of evidence of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with consent 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 within 5 school days. If feedback is not provided within the timeframe, the Educator has the opportunity to document this omission on the Educator Response Form in TeachPoint. 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 **Franklin County Technical School Committee (the Committee)** and the **Franklin County Technical Teachers Association FCTTA**.
- 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. Seven elements were selected as focal points for evaluation purposes. These focal points were selected by the faculty and agreed upon between the Committee and FCTTA. (See section 26 for Performance Standard/Rubric at a Glance)

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

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

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

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture

- v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) **Rubric:** A scoring tool that describes characteristics of practice or evidence 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 consist 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; Seven elements were selected as focal points for evaluation purposes. These focal points were selected by the faculty and agreed upon between the Committee and FCTTA. (See section 25 for Performance Standard/Rubric at a Glance)
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.
- EE) **Walkthrough Observation:** The Evaluator may conduct random walkthroughs at anytime during the evaluation cycle. Feedback for the walkthroughs must be provided using the academic/vocational walkthrough form. If the walkthrough is less than 10 minutes, it will not be a part of the educator's Formative Assessment, or Formative or Summative evaluation unless agreed upon by both Evaluator and Educator. If the walkthrough is longer than 10 minutes it may be considered an unannounced observation.

In any case, the Evaluator must provide the Educator feedback within 5 days. If feedback is not provided within the timeframe, the Educator has the opportunity to document this omission on the Educator Response Form in TeachPoint.

3) Evidence Used In Evaluation

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

A) Multiple measures of student learning, growth, and achievement, which shall include:

- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
- ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case three 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.
- v) Judgments based on observations and evidence of practice including:
- vi) Unannounced observations of at least 10 minutes duration.
- vii) Announced observation(s) as agreed upon by the Educator and Evaluator.
- viii) Examination of Educator work products.
- ix) Examination of Student work samples.

B) 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 pertaining to Standards I-IV of the Effective Teacher Practice Rubric.
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback (Language to be bargained at future date)
 - v) Any other relevant evidence from any source that has been identified to the educator and 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 Committee will use the agreed upon Effective Teacher Practice Rubric. Seven elements were selected as focal points for evaluation purposes. These focal points were selected by the faculty and agreed upon between the Committee and FCTTA. (See section 25 for Performance Standard/Rubric at a Glance)
- 5) **Annual Orientation/Training:**
- A) By October 1st of each school year, the Superintendent/Director, 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 that includes self-assessment, goal setting and educator plan development.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) Complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and feedback from the district educators.
 - iv) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

6) Self-Assessment:

A) Completing the Self-Assessment:

- i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by November 1st or within six 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:
 - i) At least one goal directly related to improving the Educator's own professional practice.
 - ii) At least one goal directly 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 November 1st or within 6 weeks of the Educator's first day of employment 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 the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

7) Goal Setting and Development of the Educator Goals Plan:

A) Every Educator has an Educator Goals 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 Educator Goals 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 Section 15)

B) To determine the goals to be included in the Educator Goals Plan, the Evaluator reviews the goals the Educator developed as a result of the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. (See section 22)

C) Educator Goals 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 November 1st of the next academic year to develop their Educator Goals Plan. Educators shall not be expected to meet outside of contract days, unless mutually agreed upon by the Evaluator and the Educator.
- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Goals Plan must occur by November 1st or within 6 weeks of the start of their assignment in that school
- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Educator completes the Educator Goals Plan by November 1st. The Evaluator shall sign the Educator Goals Plan within 10 school days of its receipt and may include a written response. If the Educator is on a directed growth cycle or an improvement cycle, the Goals Plan may be completed by the Evaluator. The Evaluator retains final authority over the content of the Educator's Goals Plan.

8) Non-PTS Evaluation Cycle: Observation of Practice and Examination of Evidence – Educators without PTS will be on a Developing Educator Cycle.

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have four unannounced observations during the school year.
 - iii) Additional announced or unannounced observations may occur if agreed upon by the Educator and Evaluator.

- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have one announced observation during the school
 - ii) The Educator shall have two unannounced observations during the school year.
 - iii) Additional announced or unannounced observations may occur if agreed upon by the Educator and Evaluator.

- 9) **PTS Evaluation Cycle: Observation of Practice and Examination of Evidence – Educators with PTS will be on a One or Two Year Self-Directed Growth Cycle, Directed Growth Cycle or Improvement Cycle**
 - A) The Educator whose overall rating is proficient or exemplary, and on a two year Self Directed Growth Cycle must have one announced observation in the second year and two unannounced observations during the evaluation cycle. The Educator whose overall rating is proficient, and on a one year Self-Directed Growth Cycle, must have one announced observation, and two unannounced observations during the evaluation cycle. Additional announced or unannounced observations may occur if agreed upon by the Educator and Evaluator.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Cycle during the period of which must include one announced observation and two unannounced observations. Additional announced or unannounced observations may occur if agreed upon by the Educator and Evaluator.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Cycle. For Improvement Cycles of one year, there will be one announced and four unannounced observations. For Improvement Cycles of six months or fewer, there will be one announced and 2 unannounced observations. Additional announced or unannounced observations may occur if agreed upon by the Educator and Evaluator.

- 10) **Observation: The Evaluator’s first observation of the Educator shall take place by December 15th. Observations required by the Educator Plan shall**

be completed by May 15th The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations by the Evaluator, but in no case less than 10 minutes in duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email 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 one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All Non-PTS Educators shall have observations in accordance with section of this document. All PTS Educators shall have observations in accordance with section 10 of this document.
 - (a) The Evaluator and Educator together shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation the Evaluator shall schedule a pre-observation conference with the educator. In the conference, the Educator shall inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
 - i) 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.
 - ii) The Educator will be notified as soon as possible by the Evaluator if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled by the Evaluator with the Educator as soon as reasonably practical.
 - iii) The Evaluator will be notified as soon as possible by the Educator if the Educator will not be able to attend the scheduled observation. The observation will be rescheduled by Educator with the Evaluator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - i) Describe the basis for the Evaluator's judgment.
 - ii) Describe actions the Educator should take to improve his/her performance.
 - iii) Identify support and/or resources the District will provide and the Educator may use in his/her improvement.
 - iv) State that the Educator is responsible for addressing the need for improvement.

C) Walkthrough Observation:

The Evaluator may conduct random walkthroughs at anytime during the evaluation cycle. Feedback for the walkthroughs must be provided using the academic/vocational walkthrough form. If the walkthrough is less than 10 minutes, it will not be a part of the educator's Formative Assessment, or Formative and Summative Evaluation unless agreed upon by both Evaluator and Educator. If the walkthrough is longer than 10 minutes it may be considered an unannounced observation. In any case, the Evaluator must provide the Educator feedback within 5 days. If feedback is not provided within the timeframe, the Educator has the opportunity to document this omission on the Educator Response Form in TeachPoint.

11) Formative Assessment:

- A) The specific purpose for evaluation system is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make announced and unannounced observations of classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of evidence, and analysis of multiple measures of student learning as well as growth and achievement in relation to the

Standards and Indicators of Effective Teaching Practice rubric and as set forth by the educator's plan.

- B) The Formative Assessment is ongoing throughout the evaluation cycle but the mid-cycle report is due by January 30th. For an Educator on a two-year Self-Directed Growth Cycle, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 12, below.
- C) The Formative Assessment report provides written feedback to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance in relation to the Standards and Indicators of Effective Teaching Practice rubric and overall, or both
- D) By January 15, the Educator will provide to the Evaluator evidence of progress towards attaining professional practice and student learning goals, and evidence of the Educator's performance in relation to the Standards and Indicators of Effective Teaching Practice rubric.
- E.) 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 home by January 30th.
- F) At the request of the Educator or Evaluator, the Evaluator and the Educator will meet within 5 days of receiving the Formative Assessment Report.
- G.) The Educator may reply in writing and must sign the Formative Assessment report within 10 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Assessment Report, the Evaluator and Educator may agree to change the activities in the Educator Goals Plan.

12) Formative Evaluation for Two Year Self-Directed Cycles Only:

- A) Educators on two year Self-Directed Growth Cycles 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 Goals Plan, performance in relation to the Standards and Indicators of Effective Teaching Practice rubric and overall, or both.

- C) The Educator will provide the Evaluator evidence for the Formative Evaluation report by May 1st. The Educator will provide to the Evaluator evidence of progress in attaining professional practice and student learning goals, evidence in relation to the Standards and Indicators of the Effective Teaching Practice rubric and overall, or both.
- 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 home no later than May 30th.
- E) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the formative evaluation. The meeting shall occur within 5 school days of the receipt of the report.
- F) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the Formative Evaluation. If either the Educator or the Evaluator requests a meeting, it shall occur within 5 school days of the receipt of the report.
- G) The Educator may reply in writing and shall sign the Formative Evaluation report by June 10th. 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 and the Educator 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.

13) Summative Evaluation

- A) The evaluation cycle concludes with a Summative Evaluation report. For Educators on a one or two year Educator Cycle, the summative report must be written and provided to the Educator by May 30th.
- B) The Evaluator provides written feedback and ratings to the Educator about attaining the goals set forth in the Educator Goals Plan, performance in relation to the Standards and Indicators of Effective Teaching Practice rubric and overall, or both.
- C) The professional judgment of the Evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's supervisor

shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating.

- E) The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a Summative Evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) The Evaluator will request from the Educator evidence on progress on attaining professional practice and student learning goals, evidence in relation to the Standards and Indicators of Effective Teaching Practice Rubric and overall, or both. This evidence needs to be provided to the Evaluator by May 1st. The Educator may also provide to the Evaluator additional evidence of the educator's performance against Standards and Indicators of Effective Teaching Practice Rubric. For Educators on a one year Educator Cycle, evidence which is submitted for the Formative Assessment (12, D) may be re-submitted for the Summative Evaluation, as revised or expanded upon at the direction of the Evaluator as a component of the Formative Assessment process.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's home no later than May 30th.
- J) The Evaluator shall meet with the Educator rated Needs Improvement or unsatisfactory to discuss the summative evaluation. The meeting shall take place within 5 days of the receipt of the report.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation. If either the Educator or the Evaluator requests a meeting, the meeting shall occur within 5 school days of receipt of the report.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Cycle for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall have the right to respond in writing to the Summative Evaluation and shall sign the final Summative Evaluation report by June 10th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

14) Educator Goals Plans: General

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

15) Developing Educator Cycle:

- A) The Developing Educator Cycle 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 annually.

16) Self-Directed Growth Cycle:

- A. A Two-year Self-Directed Growth Cycle is for those Educators with PTS who have an overall rating of proficient or exemplary, and after whose impact on student learning is moderate or high. A Formative Evaluation report is completed at the end of year 1 and a Summative Evaluation report at the end of year 2.
- B. A one-year Self-Directed Growth Cycle is for those Educators with PTS who have an overall rating of proficient but received a “needs improvement” rating on standards 3 or 4 or whose impact on student learning is low.

17) Directed Growth Cycle:

- A. Directed Growth Cycle is for those Educators with PTS whose overall rating is needs improvement.
- B. The goals in the Cycle 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 annually, and in no case later than May 30th.
- D. For an Educator on a Directed Growth Cycle whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Cycle for the next Evaluation term.
- E. For an Educator on a Directed Growth Cycle whose overall performance rating is not at least proficient, the Evaluator may rate the Educator as unsatisfactory and place the Educator on an Improvement Cycle for the next Evaluation term.

18) Improvement Cycle:

- A. An Improvement Cycle 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 Cycle of no fewer than 40 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Cycle may include activities that occur during the summer (if mutually agreed upon with the Educator and Evaluator) before the next school year begins.
- C. The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Cycle.
- D. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Cycle.
- E. The Improvement Cycle 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 Cycle process shall include:

- i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Cycle, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Cycle. The Evaluator will develop the Improvement Cycle, which will include the provision of specific assistance to the Educator prior to the end of the school year.
- ii) The Educator may request that a representative of the FCTTA attend the meeting(s).
- iii) If the Educator consents, the FCTTA President(s) will be informed that an Educator has been placed on an Improvement Cycle.

G) The Improvement Cycle 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 Evaluator; and,
- vii) Include the signatures of the Educator and Evaluator.

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

I) Decision on the Educator's status at the conclusion of the Improvement Cycle:

- i) All determinations below must be made no later than May 30th. One of three decisions must be made at the conclusion of the Improvement Cycle:
- ii) 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 Cycle.

- iii) In those cases where the Educator was placed on an Improvement Cycle as a result of his/her summative rating at the end of his/her Directed Growth Cycle, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Cycle.
- iv) In those cases where the Educator was placed on an Improvement Cycle as a result of his/her Summative rating at the end of his/her Directed Growth Cycle, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator may recommend to the superintendent that the Educator be dismissed.
- v) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator may recommend to the superintendent that the Educator be dismissed.

19) Timelines:

| Educators on a 1 Year Cycle | | Completed by |
|------------------------------------|--|-------------------------|
| 1 | Educators are informed in writing of their assigned Evaluator for the school year. (section 2, J, ii) | Sept 15 th |
| 2 | Superintendent, Principal or designee provides Evaluators and Educators with the Annual Orientation/Training, (section 5, A) | October 1 st |
| 3 | Educators and Evaluators develop self-assessments, goals, and plans. (section 6, A,B 7, C) | Nov 1 st |
| 4 | Evaluator completes first observation for all Educators. (section 10) | Dec 15 th |
| 5 | Formative Assessment: The Educator will provide to the Evaluator evidence of progress towards attaining professional practice and student learning goals, and evidence of the Educators performance in relation to the Standards and Indicators of Effective Teaching Practice rubric. (section 11, D) | Jan 15 th |
| 6 | Evaluator completes mid-cycle Formative Assessment Report for Educators on one-year Educator Plans.(section 11, B) <ul style="list-style-type: none"> • Meeting within 5 school days (section 11, F) • Educator response and signing within 10 school days (section 11, G) | Jan 30 th |
| 7 | Summative Evaluation: Educator Evidence provided to the evaluator (section 13, G) | May 1 st |
| 8 | Last Observation conducted by Evaluator | May 15 th |
| 9 | Summative Evaluation: Report from the Evaluator to the Educator (section 13, A & I) <ul style="list-style-type: none"> □ Meeting within 5 school days (section 13, J & K) | May 30 th |
| 10 | Summative Evaluation: Educator response and signing (section 13 M) | June 10 th |

| Educators on a 2 Year Cycle | | Completed by |
|------------------------------------|--|-------------------------|
| 1 | Educators are informed in writing of their assigned Evaluator for the school year. (section 2, J, ii) | Sept 15 th |
| 2 | Superintendent, Principal or designee provides Evaluators and Educators with the Annual Orientation/Training, (section 5, A) | October 1 st |
| 3 | Educators and evaluators develop self-assessments, goals, and plans. (section 6, A,B 7, C) | Nov 1 st |
| 4 | Evaluator completes first observation for all educators. (section 11) | Dec 15 th |
| 5 | Formative Evaluation: The Educator will provide to the Evaluator evidence of progress towards attaining professional practice and student learning goals, and evidence of the Educators performance in relation to the Standards and Indicators of Effective Teaching Practice rubric. (section 12, C) | May 1 st |
| 6 | Formative Evaluation: The Evaluator completes mid-cycle report for Educators on two-year Educator Plans.(section 12, D) <input type="checkbox"/> Meeting within 5 school days (section 12, E & F) | May 30 th |
| 7 | Formative Evaluation: Educator response and signing (section 12, G) | June 10 th |
| 8 | Summative Evaluation: Educator Evidence provided to the Evaluator (section 13, G) | May 1 st |
| 9 | Last Observation Conducted by Evaluator | May 15 th |
| 10 | Summative Evaluation: Report from the Evaluator to the Educator (section 13, A & I) <input type="checkbox"/> Meeting within 5 school days (section 13, J & K) | May 30 th |
| 11 | Summative Evaluation: Educator response and signing (section 13 M) | June 10 th |

A) Educators on Cycles of Less than One Year

- i) The timeline for educators on Cycles of less than one year will be established in the Improvement Cycle. (See section 18)

20) Career Advancement

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

21) Rating Impact on Student Learning Growth

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

22) Using Student feedback in Educator Evaluation

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

23) Using Staff feedback in Administrator Evaluation

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

24) 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/Director 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/Director.
- E) The Educator will have the opportunity to discuss the evaluation with the Principal or Evaluator's supervisor at any time in the evaluation process.
- F) 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. The parties agree to reconvene to finalize any adjustments to the contract recommended by the team.
- G) 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.

25) Performance Standard/Rubric at a Glance:

See the guide to Specialized Instructional Support Personnel (SISP) Rubric and the Guide to Teacher Rubric attached.

ARTICLE 9

USE OF BUILDING AND TEACHER FACILITIES

- A. Appropriate school facilities shall be available to the Association for meetings within the framework of the existing Building Use Policy.
- B. The Superintendent-Director will allow the use of bulletin boards in the teachers' lounges for Association material, provided such material is of a non-inflammatory nature.
- C. The Superintendent-Director will provide a teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
- D. A desk and file space and a computer having access to the "network" and appropriate school data base will be furnished for each instructional area.
- E. A furnished room will be provided for the use of the staff in addition to the teacher work area.
- F. Staff parking will be provided.
- G. A telephone will be provided for faculty use on school business which is easily accessible and relatively private.

ARTICLE 10

SICK LEAVE

- A. Sick leave is defined as absence with pay for illness or disability that prevents the teacher from performing his/her duties. All professional employees covered by this contract will be granted sick leave with full pay for fifteen (15) working days per school year. Non-professional status teachers will receive their annual entitlement of sick leave in allotments of five (5) days distributed on the first day of each trimester. All other teachers will receive their full entitlement on the first day of employment of each school year. Unused sick days will be accrued.
- B. At the start of the school year, information will be provided on how to access the number of sick days accrued. Teachers cannot carry over more than 185 days from one school year to the next. In the event that all current year sick days are exhausted, staff may utilize accrued sick days.
- C. No teacher will be required to arrange for his/her own substitute.
- D. Upon retirement from FCTS and applying to the Massachusetts Teacher Retirement System, and after ten (10) or more years of service to the Franklin County Technical School District, or upon death after ten (10) or more years of service to the Franklin County Technical School District, the Committee will provide compensation for accumulated unused sick leave up to a maximum of 185 days at the following rate:
 - 1 - 50 days @ \$25.00 per day
 - 51 -100 days @ \$50.00 per day
 - 101 -185 days @ \$85.00 per day

For example: Teacher A has worked for the Franklin County Technical School District for seventeen (17) years and is retiring. Teacher A has accumulated one hundred and eighty-five (185) unused sick days. Teacher A's compensation for this retirement benefit is calculated as follows:

50 days X \$25 per day = \$1250
50 days X \$50 per day = \$2500
85 days X \$85 per day = \$7225
Total compensation = \$10,975

E. Any teacher who does not use a sick day during an entire school year shall receive a stipend of \$200. Any teacher who uses only one (1) sick day during an entire school year shall receive a stipend of \$100. Donating a day to the sick leave bank does NOT constitute use of a sick day.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

Teachers will be entitled to the following leaves of absence each school year:

A. Four personal days per school year, non-cumulative, to be granted at the discretion of the Superintendent-Director, which permission shall not be unreasonably denied. Personal days will be prorated if an employee is employed for less than a full school year, or is employed less than full time.

Any of the four (4) personal leave days may not normally be taken on the day before or after a holiday or school vacation. A limited number of exceptions (not more than six (6) on any one day) may be allowed at the Superintendent-Director's discretion. In special or unusual situations or conditions the Superintendent-Director may grant additional requests. For the purpose of this clause, the granting of requests over the six (6) on any one day shall not be considered a precedent for future considerations. All unused personal days will convert to accumulated sick days at the end of each school year.

Additional days with pay may be granted at the discretion of the Superintendent-Director for special or unusual situations or conditions.

- B. Teachers may attend professional improvement programs with no loss of pay at the discretion of the Superintendent-Director.
- C. In the event of the death of husband, wife, child, grandchild, mother, father, grandparent, either parent or grandparent of spouse, brother or sister of the employee, or of a person living in the immediate household of the employee, the employee will be granted leave without loss of pay, not to exceed four (4) work days per loss. Such leave shall not be charged to sick leave or personal leave. The employee shall not be required to take funeral leave immediately after the death of a person included in the paragraph above, but may request leave to be granted for the purpose of attending the funeral and necessary related functions. Other leaves may be granted under this paragraph at the discretion of the Superintendent-Director.
- D. A maximum of seventeen (17) days per school year for persons called into temporary active duty with any unit of the United States Reserves or the National Guard, provided such obligation cannot be fulfilled on days when school is not in session and the reservist has made an effort to request duty when school is not in session. The reservist will be paid the difference between his/her military pay and his/her normal school compensation.
- E. Necessary time will be granted to official Association representatives to attend

MTA/NEA conferences or conventions each year. A written request describing the nature, time, and place of such meeting will be submitted in writing to the Superintendent-Director. The Superintendent-Director agrees to authorize for this purpose a maximum of two (2) days with pay and the cost of the substitutes to be borne by the Association.

- F. The Superintendent-Director agrees to be bound by the provisions of M.G.L.A. Chapter 234A (Jury Leave). The Committee agrees to pay full salary less any money received from the court, to any teacher summoned for any state or federal jury duty for the entire duration of that jury service.

ARTICLE 12

EXTENDED LEAVES OF ABSENCE

- A. Up to two (2) years leave of absence without pay will be granted to teachers with professional status upon election to any MTA/NEA office. The time spent as an MTA/NEA officer will not be considered when placing the returning teacher on the salary schedule. For example: A teacher is on step five of Appendix A prior to being awarded a leave of absence. Upon returning to the district, said teacher will be placed on step six of Appendix A.
- B. One (1) leave of absence without pay of up to two (2) years may be granted to any teacher with professional status who serves as an exchange teacher and is a full-time participant in such program. Upon return from such leave, a teacher will be considered as if he/she were resuming their employment with the district. The time spent as an exchange teacher will not be considered when placing the returning teacher on the salary schedule. For example: A teacher is on step five of Appendix A prior to being awarded a leave of absence. Upon returning to the district, said teacher will be placed on step six of Appendix A.
- C. Military leave without pay will be granted to any teacher who is recalled to active duty, drafted, or enlists as an alternative to being drafted into any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level that he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years. Regardless of the number of years of service, the granting of professional status shall be as provided by law.
- D. Employees may use up to ten (10) days of accrued sick leave for the birth or adoption of a child. These days must be taken within eight (8) weeks of the birth/adoption. Parental leave without pay of up to one (1) year, surrounding the birth or adoption of a child, will be granted by the Superintendent-Director to any employee. A leave of longer duration may be awarded at the discretion of the Superintendent-Director and such additional leave shall not be arbitrable under Article 3.
- E. Other leaves of absence without pay may be granted by the Superintendent-Director.
- F. All requests for leaves will be applied for in writing to Superintendent-Director stating the specific reason for the request. Requests for leaves will be submitted at least thirty (30) calendar days prior to the start of any leave.

ARTICLE 13

SABBATICAL LEAVE

- A. The Superintendent-Director has sole discretion, based on the determination of the advantage the sabbatical program will bring to the School District, to grant a sabbatical leave to any teacher who has served in the Franklin County Technical School District for at least seven (7) consecutive years. Such leave will not exceed one (1) year and shall be for advanced study, research or other appropriate program in an area of particular advantage to the educational program of the school district. Granting of such leave will be conditional upon availability of a certified replacement. No more than one (1) sabbatical leave will be granted per school year.
- B. Applications for such leave must be presented prior to December 31, for the leave beginning the following September. Applicants must be notified no later than April 1 of a decision on the matter. Applications must include a plan of study, statement of professional purpose, and expected value to the school district.
- C. A teacher on sabbatical leave shall receive in compensation fifty percent (50%) of his/her full salary. The teacher will retain all seniority and accrue all benefits, including step placement, as though serving in the District.
- D. Prior to being granted sabbatical leave, a teacher shall enter into a written agreement with the Committee that upon termination of the leave he/she will return to the District for a period equal to twice the length of the leave. In default of such agreement, the teacher will refund all salaries collected during the leave to the Committee. However, in the event of illness, disability, or discharge the refund may be waived.

ARTICLE 14

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

- A. Teachers will be encouraged to enroll in courses at accredited colleges, universities, professional schools, or attend in-service programs/activities. Teacher must have submitted the proposed course content prior to registration or enrollment for approval by the Superintendent-Director to be eligible for any reimbursement for tuition, required fee(s), registration or any other allowable and/or pre-approved expenses. Professional development may also include supplementary certifications or licenses that are not required for professional teacher licensure but would increase the knowledge/skills of the teacher in the area in which he/she teaches.
- B. Upon receipt of a certified transcript or grade report indicating successful completion of credit course(s) from an accredited college or university, the School Committee will reimburse actual cost of the tuition and required fee(s) paid by the teacher for such approved or required course(s). Reimbursement will not include textbooks, supplies, travel, meals, etc., or any other costs not required to take a course.
- C. Teachers who attend workshops, seminars, conferences, or other professional improvement sessions which have prior approval of the Superintendent-Director will be reimbursed by the School Committee for any reasonable expense, based on the General Services Administration per diem rates, as determined at the time of approval. All applicable meals will be reimbursed at one hundred percent. Expenses may include registration fees, transportation, lodging and meals.

D. Regulations for professional development for vocationally approved personnel will not exceed those regulations governing vocational education under Chapter 74 of the General Laws of the Commonwealth. All other professional certified personnel covered by this contract shall be required to comply with the professional development and recertification regulations set forth by the Educational Reform Act of 1993.

E. Additional reimbursement up to and not exceeding \$500.00 may be authorized by the Superintendent-Director for any professional development and/or educational improvement activities per teacher each year. Proposals for this additional reimbursement must be submitted to and approved by the Superintendent-Director prior to enrollment or registration and must provide rationale on how participation of the teacher would benefit and enhance the educational program of the school and/or knowledge and skills of the teacher.

F. All requests for reimbursement must have had the written approval of the Superintendent-Director prior to taking a course or in-service program and must include receipts for allowable expenses for which reimbursement is being requested.

G. Reasonable requests made to the Superintendent-Director pursuant to this Article will be approved. Total reimbursement for Sections B and C shall not exceed \$1500 per employee per year for teachers that have not achieved professional licensure and \$1200 per employee per year for teachers that have a professional license.

ARTICLE 15

TEACHER PROTECTION

A. Teachers will report any case of assault or battery on them in connection with their employment to the Superintendent-Director or his/her designee, who shall acknowledge receipt of such report and shall transmit this information to the Committee. The alleged assault or battery will be promptly investigated by the Superintendent-Director or his/her designee who will submit a written report to the teacher involved, the Association, and the Committee.

B. The Committee will provide indemnification to all employees under Massachusetts General Laws Annotated, Chapter 258

C. The Committee will provide Worker's Compensation under Massachusetts General Laws Annotated, Chapter 152.

D. Teachers shall not receive adverse comments in the presence of students.

E. Teachers will have the right upon written request and at reasonable times to review their personnel files and may request a member of the F.C.T.T.A. to be present for such review in the presence of administrative staff.

F. Any complaint regarding a teacher, which initiates administrative action, will result in a teacher-administrative conference addressing the complaint.

G. No teacher will be disciplined, reprimanded, reduced in rank, lose compensation, be terminated or deprived of any professional advantage without just cause.

H. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher had the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding

that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent-Director or his/her designee and attached to the file copy.

ARTICLE 16

GENERAL CONDITIONS

- A. The parties are mindful of their responsibilities under Federal and State laws and regulations against discrimination. Accordingly, the Committee and the Association each agree that they will not discriminate against any person because of race, color, religion, national origin, gender, sexual orientation, disability, or age in violation of such laws and regulations.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect.
- C. The School Committee shall carry out the commitments contained herein and give them full force and effect as School Committee policy. The School Committee shall amend its rules and policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE 17

ASSOCIATION & OTHER DEDUCTIONS

- A. The Committee agrees to deduct the Association dues in accordance with Massachusetts General Laws, Chapter 180, Section 17C.
- B. Deductions will also be authorized for tax-sheltered annuities.
- C. The School Committee will provide the teachers with a direct deposit system for their paychecks.
- D. Effective thirty (30) days after execution of this agreement or the commencement of employment, whichever comes later, each employee covered by this Agreement, except those employees who are certified to the Committee by the Association, shall be required to pay to the Franklin County Technical School Teachers Association, an agency service fee annually or authorize, in accordance with Massachusetts General Laws Chapter 150E, Section 12, the payroll deduction in equal installments of an agency service fee that shall be commensurate with the cost of collective bargaining and contract administration as determined by the Association, but in no instance greater than the annual dues of the Association, and which amount shall be certified annually to the Committee by the Association. Those employees who were not members of the Association as of June 30, 2004, shall be exempted from payment of the agency fee. The Association shall be solely responsible for enforcing the provisions of this Section. The Committee shall not be responsible to enforce any provision of this Section.

The Association agrees that it shall indemnify and hold the School Committee harmless for any action taken against any employee as a result of this agency service fee agreement, including but not limited to any legal expenses incurred.

If any court of competent jurisdiction determines that any part of the section is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of the Section shall be null and void.

ARTICLE 18

LONG TERM SUBSTITUTES

- A. A long term substitute is defined as an individual hired to replace a teacher whose absence is expected to be more than 45 school days.
- B. When it appears that a teacher's absence may be more than 45 school days and the administration determines the teacher must be replaced, the position shall be filled by a substitute licensed in the specific area of instruction who will be placed on the appropriate step of the salary schedule and offered only medical and dental insurance as outlined in Article 4.
- C. If no substitute licensed in the specific area of instruction is found after all reasonable attempts, administration may hire a long-term substitute who will be paid at the rate of \$150 per day and offered only medical and dental insurance as outlined in district policy.

ARTICLE 19

MENTOR TEACHERS

The Superintendent-Director, or designee and the Association President, or designee shall establish a steering committee that will be charged with developing an induction program plan as part of our larger professional development plan. The steering committee may include representation from administration, union leaders, new and veteran staff. The plan shall include:

- Program goals
- Roles and responsibilities of the key participants
- Orientation and training programs for beginning staff and mentors
- Process for mentor selection and matching
- Development of a confidentiality policy
- Evaluation of the effectiveness of the program

ARTICLE 20

SPECIAL ASSISTANCE

The Committee agrees it will make every reasonable effort to provide necessary specialists in order to insure the operation of an effective education program.

ARTICLE 21

SENIORITY

Seniority shall be determined by continuous employment in the Franklin County Technical School District beginning with the first day of work in a permanent position, and including any periods of authorized leave of absence; and period worked prior to the first day of work in a permanent position, such as consulting work, paid for separately, shall not be included. Teachers employed less than full time in a permanent position will accrue seniority on a prorated basis for the time during which they hold less than full-time positions. Permanent starting date will be adjusted accordingly.

ARTICLE 22

MANAGEMENT RIGHTS

Under the laws of Massachusetts, the School Committee of Franklin County Technical School District, and/or their agent, has final responsibility for establishing the educational policies of the Franklin County Regional School for management of said school and for directing its operation. This responsibility which includes the duty to maintain public schools and such other educational activities as it finds will best serve the interest of member towns, to decide the need for school facilities, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to employ, assign, transfer and promote teachers; to suspend, demote or dismiss teachers of the schools for just cause in the manner provided by statute or ordinance; to evaluate the performance of and to make schedules for teachers; to grant teacher with professional status; to regulate and restrict the use of school property (real or personal); to implement improved benefits at any time for all or some; make any pay deductions because of the absence of, or failure to perform work by employees; and prescribe any professional improvement program or policies; to determine class size; to prescribe rules for management, studies, classifications and discipline for the public schools; to prepare and submit budgets to respective member towns and, in its sole discretion, expend monies appropriated by the member towns for maintenance of the schools and to make such transfers of funds within the appropriated budget as it shall deem necessary; and to exercise such other authority, rights and powers conferred upon the Committee, and/or their agents, by the laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth. The Committee, and/or their agent, agrees to take whatever action necessary to give full force and effect to the provisions of this Agreement.

As to matters not covered by this Agreement, except as abridged or modified by this Agreement or any supplements hereto, the Committee, and/or their agent, retains all the rights and powers that it has or may hereafter be granted by law. The exercise by the Committee, and/or their agent, of any of the foregoing rights shall not alter any of the provisions of this Agreement, nor shall they be made to discriminate against any member of the bargaining unit.

ARTICLE 23

NO STRIKES

Neither the Association nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or the withholding of services by employees.

For the life of this Agreement, the Association shall exert its best efforts to prevent violations of the Agreement and the provisions of Section 9A of Chapter 150E mentioned above, and, if any such actions do occur, to exert its best effort to terminate them.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons or other employers, unions or associations who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.

If the School Committee and/or their agents claim the Association has violated any provision of this Article, it may present such claim to the Association in writing. The President of the Association shall arrange for a meeting between the School Committee's representatives and the Association or its representatives to take place within five (5) calendar days. Upon conclusion of the meeting, the Association will provide the School Committee with its written decision within five (5) calendar days. If the claim is not resolved, the School Committee may submit the dispute to arbitration under the procedures described in Article 3 of this Agreement.

ARTICLE 24

REDUCTION IN FORCE

A. If the Superintendent-Director determines it necessary to reduce the number of teachers with professional status in the bargaining unit or to reduce the number of positions in any department or program held by a teacher with professional status, the Superintendent-Director agrees to carry out said reduction or position elimination according to the following procedures:

1. The retention or lay-off of any teacher with professional status whose job is eliminated or the displacement of any teacher with professional status affected by a reduction or elimination of program will be based on seniority in the bargaining unit, subject to possessing the basic ability and for the position involved. Teachers with professional status involved shall, in the following order, have the right to:
 - a. Transfer to any vacancy in the bargaining unit for which they possess the basic ability and certifications and/or licensure.
 - b. Replace the least senior employee anywhere in the unit, for which they possess the basic ability and certifications and/or licensure.
 - c. Be placed on lay-off.
2. In the event that seniority and basic ability and basic certifications and/or licensure are relatively equal, then preference for retention shall be based upon relevant training, experience, and graduate level coursework beyond the

minimum required for the position.

3. The Association shall be notified of the number of positions and persons involved in a lay-off of teachers with professional status at least sixty (60) days in advance of said lay-off.

B. Teachers on lay-off status will be subject to the following provisions:

1. The lay-off period will be no more than two (2) years from the date of the lay-off, during which time:
 - a. Teachers on lay-off will be given first consideration for substitute teaching work in the field(s) for which they possess the basic ability and certifications and/or licensure.
 - b. Teachers on lay-off will be given recall rights to any positions that become vacant or are created, subject to possession of the basic ability and certifications and/or licensure. Teachers will be recalled based upon seniority.
 - c. Declination of any position offered during said two (2) year recall period will satisfy the Superintendent-Director's obligation under the recall provision and will terminate the teacher's employment by the Superintendent-Director.
 - d. Teachers on lay-off will continue to accrue seniority in the bargaining unit.
 - e. Teachers on lay-off will have the option of maintaining their medical insurance, subject to approval by the carrier, by assuming the full premium cost.
 - f. The Association shall be notified of any recall and be given copies of the recall letters.

C. Teachers with professional status employed in a less than full-time position will be accorded bumping rights and recall rights in accordance with Article 24 and consistent with MGL.

D. When a teacher without professional teacher status is either not renewed, terminated or reduced in position, the Association shall receive a copy of said notification simultaneous with the teacher. The notification to the teacher will be provided in accordance with the provisions of Massachusetts General Laws. The Association will be notified thirty (30) days in advance of the elimination and/or reduction of a position filled by a teacher without professional teacher status.

ARTICLE 25

SICK LEAVE BANK

The School Committee shall establish a "Sick Leave Bank" for the participating members of the bargaining unit.

Criteria:

1. Participation will be strictly voluntary.
2. A "Sick Leave Bank" Committee will be established consisting of five (5)

members appointed by the Superintendent-Director annually. Said Committee shall be composed of the following:

- a. one (1) representative of Administration
 - b. one (1) representative of Academic faculty
 - c. one (1) representative of Vocational Shop faculty
 - d. one (1) representative with nursing credentials.
 - e. one (1) representative of Guidance/SPED staff
3. Sick Leave Bank shall be open to membership for all the members of this unit.
 4. One (1) earned day of any employee's accumulated sick leave will be donated by such employee to the Sick Leave Bank. Upon agreement by the Association and the Sick Leave Bank Committee, additional days of an employee's accumulated sick leave may be contributed by participants to the bank.
 5. Sick Leave granted by the Sick Leave Bank may be used only for prolonged illness as determined by the Sick Leave Bank Committee and can only be granted upon exhaustion of an eligible employee's accumulated Personal Sick Leave.
 6. Sick leave granted from the Sick Leave Bank shall be granted only upon majority vote of the Sick Leave Bank Committee.
 7. Employees shall be eligible for the benefits of the Sick Leave Bank only while employed by the Franklin County Technical School. New Employees shall be eligible for membership in the Sick Leave Bank after the first sixty (60) day period of their employment. In addition, employees who are eligible to join the Sick Leave Bank and who have previously not done so, may enroll during the month of October only, subject to the procedures and regulations established by the Sick Leave Bank Committee.
 8. Report of use and contributions of the Sick Leave Bank shall be reported annually to the Association, and School Committee by the Sick Leave Bank Committee.
 9. The Sick Leave Bank Committee shall be authorized to make rules and regulations as are necessary to administer the Sick Leave Bank, subject to final approval of the School Committee.
 10. All decisions of the Sick Leave Bank Committee shall be final.

ARTICLE 26

RETIREMENT

Upon retirement from FCTS, and applying to the Massachusetts Teacher Retirement System, or death of the teacher and after ten (10) or more years of service in the Franklin County Technical School District, a teacher will be compensated, based on Appendix A, one (1) day for each year of service in the Franklin County Technical School District. Payments made hereunder are not considered regular earnings under Chapter 32 of M.G.L.A. This benefit can be accessed by the teacher only one time.

ARTICLE 27

RESIGNATION NOTICE

Teachers planning to resign shall give not less than a thirty (30) day written notice to the Superintendent-Director of their intention to resign so that an adequate replacement may be obtained.

ARTICLE 28

LONGEVITY COMPENSATION

A. Each member of this bargaining unit will receive annual longevity compensation according to the following schedule, which refers to Step 8 of the Salary Schedule in Appendix A.

| | |
|---|---------|
| At the beginning of the 1st work year after Step 8 | \$1,700 |
| At the beginning of the 4 th work year after Step 8 | \$2,000 |
| At the beginning of the 7 th work year after Step 8 | \$2,300 |
| At the beginning of the 10 th work year after Step 8 | \$2,600 |
| At the beginning of the 13 th work year after Step 8 | \$3,000 |

For Example: A teacher employed at Step 8 in 2015-2016 will receive a longevity stipend of \$1,700 in addition to his/her base pay during 2016-2017.

Another Example: A teacher employed at Step 8 in 2012-2013 will receive a longevity stipend of \$2,000 in addition to his/her base pay during 2016-2017.

This longevity compensation will be added to the employee's annual salary and be treated as regular earnings under Chapter 32 of MGL. The longevity payments will be divided by the number of pay periods in the annual pay schedule, and that amount will be added to bi-weekly paychecks.

B. Members who are currently employed by Franklin County Technical School and participated in the Longevity Buyout Option that was offered in a prior contract, will be reinstated on this new Longevity Schedule after the \$10,500 received has been amortized to zero (based on the school years with no longevity compensation). In no case will the District owe these members any longevity payment prior to the 2016-2017 year. Placement on the schedule will be as it would have been without the Longevity Buyout Option.

ARTICLE 29

JOINT LABOR MANAGEMENT COMMITTEE

There may be times the parties agree to establish a Joint Labor Management Committee (JLMC) for the purpose of enhancing the collaborative relationship and cooperatively addressing contractual and non-contractual issues as they arise. Meetings will be conducted on a regularly scheduled basis and/or as needed. The following issues are assigned to the JLMC.

- a. Instructional Technology Plan
- b. Mentoring Program
- c. Systems and Support (i.e. purchasing software, reimbursements, AESOP, Professional Development approval, training on in-house systems, etc.)

- d. School Librarian
- e. Evaluation Process (ongoing)

The JLMC is an advisory committee only and may not modify terms and conditions of the collective bargaining agreement and/or past practice without agreement of the School Committee and the Association.

The JLMC will convene as soon as possible upon request by either the Association President or the Superintendent-Director. The Association and the Superintendent-Director will each choose JLMC representatives as appropriate to the issue to be addressed.

ARTICLE 30

VOCATIONAL/ACADEMIC TRANSITION

- A. Should an academic teacher become a vocational instructor following initial placement on the salary schedule, salary placement will be reviewed at the time the transition occurs and the teacher placed in the appropriate column according to his/her vocational certification. The number of teacher preparations will also be adjusted in accordance with Article 5-E(4) of the contract.
- B. Should a vocational instructor become an academic instructor following initial placement on the salary schedule, salary placement will be reviewed at the time the transition occurs and the teacher placed in the appropriate column according to his/her academic degrees. The number of teacher preparations will also be adjusted in accordance with Article 5-E(4) of the contract.
- C. Those academic teachers currently placed in a column based upon their initial hire as vocational teachers who would otherwise require adjustment based upon (B) above, shall for the life of this Agreement, be paid at the salary in effect for each school year until conversion to the appropriate column will result in no loss of earnings. However, said teacher(s) will have a minimum of two (2) preparation periods daily.
- D. A teacher who simultaneously teaches in a vocational academic area shall have his/her salary prorated in accordance with the principles outlined above.
- E. Academic teachers assigned to a full time vocational position will remain on the academic pay scale and continue to receive two preparation periods in accordance with Article 5E section 4 of this agreement.

ARTICLE 31

PART-TIME TEACHERS

It is understood that part-time teachers may be hired by the Principal for part-time positions. However, two or more part-time teachers will not be hired to fill full-time positions, except in unusual cases where unique circumstances and/or qualifications are required and are unavailable in a full-time teacher. The compensation, benefits and duties of teachers who are regularly employed, but less than full time, are as follows:

- A. Teachers employed on a less than full-time basis will be compensated on a prorated basis, using sixty (60) teaching periods per two (2) week cycle as the norm for full-

time employment.

- B. Prep time --- any less than full-time teachers teaching three (3) or more periods per day shall be entitled to one (1) prep period that day.
- C. Sick Leave --- less than full-time teachers will be entitled to the prorated amount of Sick Leave granted to full-time teachers (15) days.
- D. Temporary Leave --- Bereavement leave and emergency leave will be excused from pro-ration.
- E. Health Benefits shall be provided in accordance with M.G.L. Chapter 32B.

ARTICLE 32

DURATION

This agreement will be effective as of July 1, 2016 and shall remain in full force and effect to and including June 30, 2019.

In the event that negotiations on a successor agreement are not completed by June 30, 2019 then the terms and conditions of the Agreement will continue in full force and effect until a successor agreement is executed.

CONTRACT AGREEMENT - SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereunto set their hands and seal this 17th day of June 2016.

FOR THE COMMITTEE

Richard J. Kuklewicz,
FCTSDC Chairman

FOR THE ASSOCIATION

Seamus Roche & Gretchen Werle
FCTTA Co-Presidents

Contract signed the 17th day of June 2016. Hard copy of document available in the Superintendent-Director's office

APPENDIX A - PROFESSIONAL SALARY SCHEDULE

YEAR 1 OF 3-YEAR CONTRACT: 2016-2017 (1% COST OF LIVING ADJUSTMENT)

| ACADEMIC | Bachelor's | Bachelor's + 15 | Master's | * Master's + 15 | * Master's + 30 | * Master's + 45 | CAGS + higher |
|------------|-------------|------------------|--------------|----------------------|----------------------|-----------------|---------------|
| VOCATIONAL | Preliminary | Preliminary + 20 | Professional | ** Professional + 20 | ** Professional + 50 | Bachelor's | Master's |
| STEP 1 | \$41,547 | \$42,637 | \$43,725 | \$45,036 | \$46,346 | \$48,489 | \$51,550 |
| STEP 2 | \$43,416 | \$44,538 | \$45,661 | \$47,001 | \$48,342 | \$50,485 | \$53,546 |
| STEP 3 | \$47,152 | \$48,342 | \$49,533 | \$50,928 | \$52,323 | \$54,465 | \$57,528 |
| STEP 4 | \$50,878 | \$52,140 | \$53,403 | \$54,839 | \$56,274 | \$58,418 | \$61,478 |
| STEP 5 | \$54,611 | \$55,941 | \$57,270 | \$58,780 | \$60,293 | \$62,436 | \$65,497 |
| STEP 6 | \$58,338 | \$59,739 | \$61,142 | \$62,711 | \$64,277 | \$66,422 | \$69,483 |
| STEP 7 | \$62,072 | \$63,547 | \$65,023 | \$66,643 | \$68,264 | \$70,407 | \$73,468 |
| STEP 8 | \$66,375 | \$67,923 | \$69,468 | \$71,142 | \$72,817 | \$74,959 | \$78,021 |

YEAR 2 OF 3-YEAR CONTRACT: 2017-2018 (2.5% COST OF LIVING ADJUSTMENT)

| ACADEMIC | Bachelor's | Bachelor's + 15 | Master's | * Master's + 15 | * Master's + 30 | * Master's + 45 | CAGS + higher |
|------------|-------------|------------------|--------------|----------------------|----------------------|-----------------|---------------|
| VOCATIONAL | Preliminary | Preliminary + 20 | Professional | ** Professional + 20 | ** Professional + 50 | Bachelor's | Master's |
| STEP 1 | \$42,586 | \$43,703 | \$44,818 | \$46,162 | \$47,505 | \$49,701 | \$52,839 |
| STEP 2 | \$44,501 | \$45,651 | \$46,803 | \$48,176 | \$49,551 | \$51,747 | \$54,885 |
| STEP 3 | \$48,331 | \$49,551 | \$50,771 | \$52,201 | \$53,631 | \$55,827 | \$58,966 |
| STEP 4 | \$52,150 | \$53,462 | \$54,738 | \$56,210 | \$57,681 | \$59,878 | \$63,015 |
| STEP 5 | \$55,976 | \$57,340 | \$58,702 | \$60,250 | \$61,800 | \$63,997 | \$67,134 |
| STEP 6 | \$59,796 | \$61,232 | \$62,671 | \$64,279 | \$65,884 | \$68,083 | \$71,220 |
| STEP 7 | \$63,624 | \$65,136 | \$66,649 | \$68,309 | \$69,971 | \$72,167 | \$75,305 |
| STEP 8 | \$68,034 | \$69,621 | \$71,205 | \$72,921 | \$74,637 | \$76,833 | \$79,972 |

YEAR 3 OF 3-YEAR CONTRACT: 2018-2019 (3% COST OF LIVING ADJUSTMENT)

| ACADEMIC | Bachelor's | Bachelor's + 15 | Master's | * Master's + 15 | * Master's + 30 | * Master's + 45 | CAGS + higher |
|------------|-------------|------------------|--------------|----------------------|----------------------|-----------------|---------------|
| VOCATIONAL | Preliminary | Preliminary + 20 | Professional | ** Professional + 20 | ** Professional + 50 | Bachelor's | Master's |
| STEP 1 | \$43,864 | \$45,014 | \$46,163 | \$47,547 | \$48,930 | \$51,192 | \$54,424 |
| STEP 2 | \$45,836 | \$47,021 | \$48,207 | \$49,621 | \$51,038 | \$53,299 | \$56,532 |
| STEP 3 | \$49,781 | \$51,038 | \$52,294 | \$53,767 | \$55,240 | \$57,502 | \$60,735 |
| STEP 4 | \$53,715 | \$55,066 | \$56,380 | \$57,896 | \$59,411 | \$61,674 | \$64,905 |
| STEP 5 | \$57,655 | \$59,060 | \$60,463 | \$62,058 | \$63,654 | \$65,917 | \$69,148 |
| STEP 6 | \$61,590 | \$63,069 | \$64,551 | \$66,207 | \$67,861 | \$70,125 | \$73,357 |
| STEP 7 | \$65,533 | \$67,090 | \$68,648 | \$70,358 | \$72,070 | \$74,332 | \$77,564 |
| STEP 8 | \$70,075 | \$71,710 | \$73,341 | \$75,109 | \$76,876 | \$79,138 | \$82,371 |

Vocational teachers with a CAGS would get a \$1,200 per year stipend (beyond vocational with Master's degree)
 Vocational teachers with a PhD or EdD would get a \$2,700 per year stipend (beyond vocational with Master's degree)
 The above stipends are cumulative.

* These credits must be graduate credits

** These credits must be credits that count toward professional licensure.

APPENDIX B - Athletic Salary Scale - July 1, 2016 to June 30, 2019

| | School Year 2016-2017 | | School Year 2017-2018 | | School Year 2018-2019 | |
|------------------------|-----------------------|-----------------|-----------------------|-----------------|-----------------------|-----------------|
| | Stipend | Stipend | Stipend | Stipend | Stipend | Stipend |
| | Level I | Level II | Level I | Level II | Level I | Level II |
| Athletic Director | \$5,568 | \$6,681 | \$5,707 | \$6,848 | \$5,878 | \$7,054 |
| VARSITY: | Level I | Level II | Level I | Level II | Level I | Level II |
| Baseball | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Basketball | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Cheering | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Cross Country | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Field Hockey | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Football | \$4,476 | \$5,371 | \$4,588 | \$5,505 | \$4,726 | \$5,671 |
| Golf | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Skiing | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Soccer | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Softball | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Track | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Volleyball | \$3,731 | \$4,476 | \$3,824 | \$4,588 | \$3,939 | \$4,726 |
| Wrestling | \$4,476 | \$5,371 | \$4,588 | \$5,505 | \$4,726 | \$5,671 |
| JUNIOR VARSITY: | Level I | Level II | Level I | Level II | Level I | Level II |
| Baseball | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Basketball | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Cheering | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Cross Country | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Field Hockey | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Football | \$2,606 | \$3,127 | \$2,671 | \$3,205 | \$2,751 | \$3,301 |
| Golf | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Skiing | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Soccer | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Softball | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Track | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Volleyball | \$2,172 | \$2,606 | \$2,226 | \$2,671 | \$2,293 | \$2,751 |
| Wrestling | \$2,606 | \$3,127 | \$2,671 | \$3,205 | \$2,751 | \$3,301 |

APPENDIX C - Extra Curricular Activities Scale - July 1, 2016 to June 30, 2019

| Multi Advisor Clubs (multiple stipends) | School Year 2016- 2017 Stipend | School Year 2017- 2018 Stipend | School Year 2018- 2019 Stipend |
|--|---|---|---|
| Class Advisors (Grade 9) | \$1,671 | \$1,713 | \$1,764 |
| Class Advisors (Grade 10) | \$1,671 | \$1,713 | \$1,764 |
| Class Advisors (Grade 11) | \$1,949 | \$1,998 | \$2,058 |
| Class Advisors (Grade 12) | \$1,949 | \$1,998 | \$2,058 |
| Skills USA | \$1,838 | \$1,884 | \$1,941 |
| BPA | \$1,838 | \$1,884 | \$1,941 |
| FFA | \$1,838 | \$1,884 | \$1,941 |
| National Honor Society | \$1,225 | \$1,256 | \$1,294 |
| Fins, Feathers & Fur Club | \$1,225 | \$1,256 | \$1,294 |
| Snowboard Club | \$1,225 | \$1,256 | \$1,294 |
| Outing Club | \$1,225 | \$1,256 | \$1,294 |
| Student Equity | \$835 | \$856 | \$882 |
| Peer Mediators | \$835 | \$856 | \$882 |
| Single Advisor Clubs | | | |
| Student Council | \$1,225 | \$1,256 | \$1,294 |
| Drum Line | \$1,838 | \$1,884 | \$1,941 |
| Camera Club | \$1,225 | \$1,256 | \$1,294 |
| Yearbook | \$1,838 | \$1,884 | \$1,941 |
| Drama Club | \$1,838 | \$1,884 | \$1,941 |
| Robotics Club | \$1,225 | \$1,256 | \$1,294 |
| BMX Club | \$1,225 | \$1,256 | \$1,294 |
| Electrathon Racing Team | \$1,225 | \$1,256 | \$1,294 |
| Art Club | \$835 | \$856 | \$882 |

**APPENDIX D
OTHER DUTIES**

| | | |
|---|--------------------------------|----------------------|
| Trade related services requiring vocational expertise/licensure | | \$40 per hour |
| Academic related services requiring teacher licensure | | \$40 per hour |
| Curriculum Program Development | | \$40 per hour |
| All other non-teaching duties – pay rate will be decided by School Administration | | \$8 to \$25 per hour |
| Alumni Coordinator | | \$2000 annually |
| Mentor Teachers | | |
| • Per mentee for first year teachers (new to the profession) | | \$650 annually |
| • Per mentee for veteran teachers (previous teaching experience) | | \$450 annually |
| Academic Team Facilitator | 2016-17 Stipend | \$875 annually |
| | 2017-18 & thereafter | \$1000 annually |
| Morning cafeteria monitor | 15 minutes prior to first bell | \$5 per day |
| After-school library monitor | one hour per week | \$25 per hour |